



TOSHI BURROWS
("Vendor")

CONTRACT OF SALE OF REAL ESTATE
Property: Apartment G02 159 Beach Street Port Melbourne VIC 3207

Cetrola Legal

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North Road LPO
BRIGHTON EAST VIC 3187

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Contract of Sale of Land

Property

Apartment G02, 159 Beach Street Port Melbourne VIC 3207



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER

..... on

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

State nature of authority, if applicable: _____

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR

..... on

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

James Patrick Burrows

State nature of authority, if applicable: Attorney

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

Table of Contents

Particulars of Sale

Special Conditions

General Conditions

1	ELECTRONIC SIGNATURE
2	LIABILITY OF SIGNATORY
3	GUARANTEE
4	NOMINEE
5	ENCUMBRANCES
6	VENDOR WARRANTIES
7	IDENTITY OF THE LAND
8	SERVICES
9	CONSENTS
10	TRANSFER AND DUTY
11	RELEASE OF SECURITY INTEREST
12	BUILDER WARRANTY INSURANCE
13	GENERAL LAW LAND
14	DEPOSIT
15	DEPOSIT BOND
16	BANK GUARANTEE
17	SETTLEMENT
18	ELECTRONIC SETTLEMENT
19	GST
20	LOAN
21	BUILDING REPORT
22	PEST REPORT
23	ADJUSTMENTS
24	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25	GST WITHHOLDING
26	TIME & CO-OPERATION
27	SERVICE
28	NOTICES
29	INSPECTION
30	TERMS CONTRACT
31	LOSS OR DAMAGE BEFORE SETTLEMENT
32	BREACH
33	INTEREST
34	DEFAULT NOTICE
35	DEFAULT NOT REMEDIED

Particulars of Sale

Vendor's estate agent

Name Viva Property
 Address 575 Elizabeth Street, Melbourne VIC 3000
 Email zenok@vivaproperty.com.au Ref Zeno Kobica
 Tel 03 9373 6868 Mob 0402 000 497 Fax _____

Vendor

Name TOSHI BURROWS
 Address Apartment G02 159 Beach Street Port Melbourne VIC 3207
 ABN/ACN NA
 Email NA

Vendor's legal practitioner or conveyancer

Name Cetrola Legal
 Address Suite G1 63 Stead Street South Melbourne VIC 3205
 Email frank@cetrolalegal.com.au Ref 210039
 Tel 03 9699 1811 Mob _____ Fax _____

Purchaser's estate agent

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

Purchaser

Name _____
 Address _____
 ABN/ACN _____
 Email _____

Purchaser's legal practitioner or conveyancer

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Fax _____ DX _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10911 Folio 880	161	422659L
Volume _____ Folio _____		
Volume _____ Folio _____		

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

The land includes all improvements and fixtures

Property address

The address of the land is:

Apartment G02, 159 Beach Street Port Melbourne VIC 3207

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

All fixed floor coverings, electric light fittings, dishwasher drawer type, reverse cycle A/C, built in electric oven,
gas cooktop and window furnishings.

Payment

Price \$ _____

Deposit \$ _____ by ____ / ____ / _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

~~Deposit bond~~ Does not Apply

General condition 15 applies only if the box is checked

~~Bank guarantee~~ Does not Apply

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

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

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

~~Lease (general condition 5.1)~~ Does not Apply

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

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

a lease for a term ending on ____ / ____ / _____ with _____ options to renew, each of _____ years

OR

a residential tenancy for a fixed term ending on ____ / ____ / _____

OR

a periodic tenancy determinable by notice

~~Terms contract (general condition 30)~~ Does not Apply

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than \$ _____ Approval date: ____ / ____ / _____

~~Building report~~ Does not Apply

General condition 21 applies only if the box is checked

~~Pest report~~ Does not Apply

General condition 22 applies only if the box is checked

Special Conditions

AMENDMENTS TO THE GENERAL CONDITIONS

The following General Conditions are deleted:

13, 15, 16, 21, 22, 30 and 31.4 to 31.6.

1. Auction

If the property is offered for sale by public auction, then such auction shall be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Act Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

2. Acknowledgments

The Purchaser acknowledges that:

- (a) prior to signing this Contract he was given a copy of the Vendors Statement
- (b) the Purchaser does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor;
- (c) the Purchaser has relied entirely on the Purchaser's own enquiries relating to and inspection of the Property including, but without limitation:
 - (i) the potential use of the Property and any services to and on the Property;
 - (ii) the impact, if any, of Covid-19; and
 - (iii) the use or development of any land adjoining the Property or in the vicinity of the Property;
- (d) the Property, the goods, the improvements and the services to the Property are sold in their present condition and state of repair with any faults and defects, both latent and patent, and the Vendor is not required to make any alteration or repair to the Property or to the services; and
- (e) where the Property is vacant residential land or land on which there is a residence, receiving the due diligence checklist in the form approved by the Director of Consumer Affairs Victoria.

3. Planning

The Purchaser buys the land subject to the restrictions imposed by the relevant Planning Scheme and all other relevant planning controls.

4. Goods

The property in any goods sold by this Contract shall not pass to the Purchaser until payment of the Price.

5. Purchasers Bound Jointly and Severally

If there is more than one Purchaser the agreements and obligations of the Purchaser under this Contract shall bind them jointly and each of them severally.

6. **Representations by Others**

No servant or agent of the Vendor or consultant or professional advisor on behalf of the Vendor has or had any authority to make any representation warranty arrangement condition statement or agreement binding on the Vendor which is not stated in this Contract.

7. **State of property, notices and orders**

- (a) The Purchaser shall not require the Vendor to make good any existing damage to or defects in any improvements on the Property or to comply with any existing notices or orders relating to the Property or to meet or contribute to the cost of so doing.
- (b) The Purchaser acknowledges that the following shall not constitute a defect in the Vendor's title:
 - (i) if any improvements on the Property fail to comply with any planning or building legislation, regulations, by-laws or any planning permit; or
 - (ii) if no guarantee exists under any relevant building or other legislation in respect of such improvements.
- (c) The Purchaser shall not make any requisition or objection or claim any compensation in relation to any of the matters referred to in this special condition.

8. **Guarantee By Directors**

If the Purchaser or any substituted purchaser is a company not listed on the Australian Stock Exchange Limited, the Purchaser shall, at its expense and within seven days of the Day of Sale, procure and deliver to the Vendor's lawyers a joint and several guarantee in the form annexed executed by all of the Purchaser's directors or the directors of the substituted purchaser.

9. **General**

(a) **Amendment**

No variation or waiver of, or any consent to any departure by a party from, a provision of this Contract is of any force or effect unless it is confirmed in writing signed by the parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

(b) **Waiver**

The failure, delay, relaxation or indulgence on the part of a party in exercising any power or right conferred upon that party by this Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Contract.

(c) **Entire agreement**

This Contract constitutes the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Contract is of no force or effect.

(d) Severance

If any provision of this Contract is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision are and continue to be valid and enforceable in accordance with their terms.

(e) No merger

Any provision of this Contract which is capable of taking effect after the Settlement Date shall not merge on the Settlement Date but rather shall continue in full force and effect.

(f) Further assurance

Each party shall do, sign, execute and deliver and shall procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this Contract and the rights and obligations of the parties under it, both before and after the Settlement Date.

10. Stamp duty: purchasers buying unequal interests

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

11. FIRB

- (a) If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract, the Purchaser warrants that the Purchaser has where required by law obtained the approval of the Treasurer of the Commonwealth.
- (b) The Purchaser further acknowledges that if this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract, including but limited to any consequential loss.

VENDOR GST WITHHOLDING NOTICE

(pursuant to section 14-255(1) of Schedule 1 of the *Taxation Administration Act 1953* (Cth) ("**TAA**"))

The Vendor gives notice to the Purchaser under section 14-255(1) of Schedule 1 of the TAA that the Purchaser is not required to make a payment to the ATO under section 14-250 of Schedule 1 of the TAA in respect of the supply of the Property made by the Vendor to the Purchaser under or pursuant to this Contract.

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above
Purchaser: As Detailed Above
Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this _____ day of _____ 20_____

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness

Name of witness (print)

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8 SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9 CONSENTS

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

10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
 - the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - 'GST' includes penalties and interest.

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- 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
 - the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- 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;
 - 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;
 - 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;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - 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;
 - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - the purchaser must observe all obligations that affect owners or occupiers of land;

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default Apartment G02, 159 Beach Street

33 INTEREST

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

34 DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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



Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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



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.

TOSHI BURROWS
("Vendor")

VENDOR'S STATEMENT

Property: Apartment G02 159 Beach Street Port Melbourne VIC 3207

Cetrola Legal

PO Box 8128
North Road LPO
BRIGHTON EAST VIC 3187

Suite G1, 63 Stead Street
SOUTH MELBOURNE VIC 3205

Telephone - (03) 9699 1811
Facsimile - (03) 9699 1833
Ref: D210039C(1)

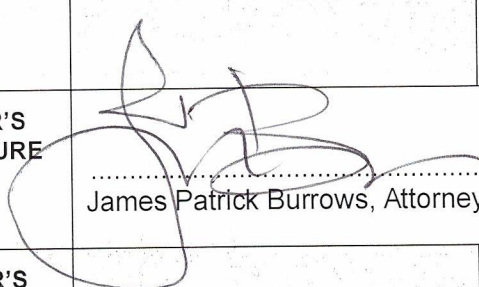
VENDORS STATEMENT

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

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract. The Vendor may sign by electronic signature.

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

LAND	Apartment G02 159 Beach Street Port Melbourne VIC 3207
------	--

VENDOR'S NAME	TOSHI BURROWS	Date:	
VENDOR'S SIGNATURE	 James Patrick Burrows, Attorney		
VENDOR'S NAME	JAMES BURROWS	Date:	9 JUNE 2021
VENDOR'S SIGNATURE		

PURCHASER'S NAME	[Please print]	Date:	
PURCHASER'S SIGNATURE		
PURCHASER'S NAME	[Please print]	Date:	
PURCHASER'S SIGNATURE		

1. FINANCIAL MATTERS

- 1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** including any owners' corporation charges (and any interest on them) are contained in the attached certificates.

The Purchaser may become liable in consequence of the purchase of the Property for the amounts set out above (subject to an appropriate adjustment of apportionable outgoings at settlement).

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

- Not applicable.

1.3 Terms Contract

- Not applicable.

1.4 Sale Subject to Mortgage

- Not applicable.

2. INSURANCE

2.1 Damage and Destruction

Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

- Not applicable.

2.2 Owner -Builder

Where there is a residence on the Land that was constructed by an owner-builder within the preceding six years and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

- Not applicable.

3. LAND USE

3.1 Easements, covenants or Other Similar Restrictions

A description of any easement, covenant or other similar restriction affecting the Land (whether registered or unregistered) is in the attached copies of title documents and certificates.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire-Prone Area

Refer to attached certificate which discloses that the land is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- Save as disclosed in the attached certificates, none to the knowledge of the Vendor. The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

- Not Applicable

4.3 Compulsory Acquisition

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

- Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):

- No such approvals have been given

6. OWNERS CORPORATION

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

- 6.1 ~~The Land is not affected by an owners corporation within the meaning of the *Owners Corporation Act 2006*.~~ Attached is a copy of the current owners corporation certificate(s) issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

6.2 ~~Attached is the information prescribed for the purposes of section 151(4)(a) of the Owners Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

6.3 ~~The owners corporation is an inactive owners corporation. It has not, in the past 15 months, had an Annual General Meeting, fixed any fees or held any insurance.~~

~~7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)~~

~~7.1 Work-in-Kind Agreement~~

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

~~The Land, in accordance with a work-in-kind agreement, is not land:~~

- ~~(a) That is to be transferred under the agreement.~~
- ~~(b) On which works are to be carried out under the agreement (other than Crown land).~~
- ~~(c) In respect of which a GAIC is imposed.~~

~~7.2 GAIC Recording~~

~~This section 7.2 only applies if there is a GAIC recording. Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the Planning and Environment Act 1987):~~

- ~~(d) Any certificate of release from liability to pay a GAIC.~~
- ~~(e) Any certificate of deferral of the liability to pay the whole or part of a GAIC.~~
- ~~(f) Any certificate of exemption from the liability to pay a GAIC.~~
- ~~(g) Any certificate of staged payment approval.~~
- ~~(h) Any certificate of no GAIC liability.~~
- ~~(i) Any notice providing evidence of the whole or part of the liability for a GAIC or an exemption from that liability.~~

8. SERVICES

The services which are marked with an "X" in the accompanying table are **NOT** connected to the Land.

Service	Status
Electricity supply	
Gas supply	
Water supply	
Sewerage	
Telephone services	X

Note Connected services indicate that a service is provided by a service provider and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate an account with the service provider before settlement and the purchaser will have

to have the service reconnected, in which case the Purchaser may become liable to pay reconnection fees.

9. TITLE

Attached are the following documents:

9.1 (a) Registered Title

A copy of the Register Search Statement(s) and the document(s), or part of the document(s), referred to as the "diagram location" in that statement that identifies the Land and its location

~~(b) General Law Title~~

~~The last conveyance in the chain of title or other document that gives evidence of the Vendor's title to the Land.~~

9.2 ~~Evidence of the Vendor's right or power to sell the Land (where the Vendor is not the registered proprietor or the owner of the estate in fee simple).~~

10. SUBDIVISION

10.1 ~~Unregistered Subdivision~~

~~This section 10.1 only applies if the Land is subject to a subdivision that is not registered.~~

~~(a) Attached is a copy of the Plan of Subdivision certified by the relevant municipal council if the plan of subdivision is not yet registered. OR~~

~~(b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

10.2 ~~Staged Subdivision~~

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

~~(a) Attached is a copy of the Plan of Subdivision for the first stage if the Land is in the second or a subsequent stage.~~

~~(b) The requirements in a statement of compliance relating to the stage in which the Land is included that have not been complied with are as follows:~~

- ~~• Not applicable.~~

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

- ~~• Not applicable.~~

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

- ~~• Not applicable.~~

10.3 ~~Further Plan of Subdivision~~

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

- ~~(a) Attached is a copy of the Plan of Subdivision that has been certified by the relevant municipal council (if the later Plan of Subdivision has not been registered). OR~~
- ~~(b) Attached is a copy of the latest version of the Plan of Subdivision (if the Plan of Subdivision has not yet been certified).~~

11. DUE DILIGENCE CHECKLIST

Where the Property is vacant residential land or land on which there is a residence, the due diligence checklist in the form approved by the Director of Consumer Affairs Victoria is attached.

12. ATTACHMENTS

Refer to following pages for any certificates, documents and other attachments referred to in this Vendor's Statement.

Register Search Statement - Volume 10911 Folio 880

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

VOLUME 10911 FOLIO 880

Security no : 124090212552G
Produced 29/05/2021 10:32 AM

LAND DESCRIPTION

Lot 161 on Plan of Subdivision 422659L.
PARENT TITLE Volume 10846 Folio 656
Created by instrument PS422659L Stage 5 18/11/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TOSHI BURROWS of APARTMENT G02 159 BEACH STREET PORT MELBOURNE VIC 3207
AE527543Q 07/08/2006

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS422659L 18/11/2005

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

DIAGRAM LOCATION

SEE PS422659L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 159 BEACH STREET PORT MELBOURNE VIC 3207

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 3 PLAN NO. PS422659L
OWNERS CORPORATION 4 PLAN NO. PS422659L
OWNERS CORPORATION 8 PLAN NO. PS422659L

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 29/05/2021, for Order Number 68355251. Your reference: 210039 Burrows.

Lodged by:

Name: **Corrs Chambers Westgarth**
Phone: (03) 9672 3000
Address: 600 Bourke Street, Melbourne
Ref:
Customer Code: **677K**



FORM 10
Reg. 38(1)(b) Subdivision (Procedures) Regulations 2000

SUBDIVISION ACT 1988
APPLICATION TO REGISTER A PLAN OF SUBDIVISION NOT RELATED TO ACQUISITION BY AN ACQUIRING AUTHORITY

To the Registrar
Plan No. 422659L Stage 5

This is an application by the registered proprietor of the land in the plan PS422659L for registration of the plan.

- 1 Applicant:
Mirvac Victoria Pty Ltd ACN 006 708 363 of level 6, 380 St Kilda Road Melbourne Vic 3004
- 2 Land:
Certificate of title volume 10846 folio 656 ✓
- 3 Municipal district in which land is located:
City of Port Phillip of 208-220 Bank Street South Melbourne ✓

Corrs Chambers Westgarth
CORRS CHAMBERS WESTGARTH
A Current Practitioner within the meaning of the
Legal Practice Act 1996 as agent for the
Applicant

Date:

Australian Executor Trustees (NSW) Limited ACN 000 329 706 (formerly Tower Trust (NSW) Limited) as mortgagee under mortgage AC192441D consents to the registration of PS422659L ✓

~~EXECUTED by Australian Executor Trustees (NSW) Limited by its duly constituted Attorney~~

~~and under Power of Attorney No 609~~

~~Book: 444
Date: 31.1.05~~



THE COMMON SEAL of
AUSTRALIAN EXECUTOR TRUSTEES
(NSW) LIMITED A.C.N. 000 329 706
was hereunto affixed
with the authority of:

[Signature]
Authorized Signatories



22 September 2005

The Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE 30000

Dear Sir/ Madam,

**CITIPOWERS CAVEAT AD056317H
PROPERTY: BEACH ROAD, PORT MELBOURNE
LESSOR – MIRVAC VICTORIA PTY LTD
DEALING: PLAN OF SUBDIVISION PS 422659L**

CitiPower Pty of 40 Market Street, Melbourne being the Caveator described in Caveat Dealing Number AD056317H hereby consent to the registration of the above dealing.

CitiPower Pty's consent to the subdivision is granted on the basis that the interests of the owners of the lots under the plan of subdivision (including the Body Corporate) that are affected by CitiPower's lease dated 13 August 2004 over part of the property, will remain subject to CitiPower's interest as a tenant in possession under that lease following the subdivision.

Please ensure that CitiPower's registered caveat number AD056317H are endorsed on all affected titles INCLUDING THE TITLE FOR COMMON PROPERTY NO 1.


Please contact Miss Laura Curtin of our Property Group on telephone 9683 4274 if you require any additional information.

Yours faithfully


Simon Lucas
COMPANY SECRETARY

CitiPower Pty ACN 064 651 056

HEAD OFFICE: 40 Market Street Melbourne Vic 3000 • POSTAL ADDRESS: Locked Bag 14031 Melbourne City Mail Centre Vic 8001
Telephone (03) 9683 4444 Facsimile (03) 9683 4499 www.citipower.com.au

PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION 10	PLAN NUMBER PS 422659 L
LOCATION OF LAND PARISH: MELBOURNE SOUTH TOWNSHIP: CITY OF PORT MELBOURNE NUMEROUS CROWN ALLOTMENTS PARTS OF FORMER GOVT. ROADS AND PARTS OF MELBOURNE, PORT MELBOURNE AND HOBSON'S BAY RAILWAYS LTO BASE RECORD: LITHO SHEETS 15 & 16 TITLE REFERENCES: VOL. 10400 FOL 648 LAST PLAN REFERENCE/S: PS 414257 D (LOT X) POSTAL ADDRESS: BEACH STREET (At time of subdivision) PORT MELBOURNE 3207 AMG Co-ordinates (of approx centre of land in plan) E 317 490 N 5 809 660 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT		
		COUNCIL NAME: City of Port Phillip REF: 870 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 16 / 11 / 99 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is a staged subdivision. Planning permit No.		
NIL	NIL	DEPTH LIMITATION 15 METRES CA'S 17A,17B SECTION 66 15.24 METRES CA'S 1,2,3,14,17,18,19,20 & 30 SECTION 66, CA'S 1,21,22,23,24 SECTION 67, CA 1 SECTION 67A. 60 METRES CA'S 16,17 SECTION 12, CA'S 17,18 SECTION 15, CA'S 4A,4B,4C,4D SECTION 54B, CA'S 20B,20C,22,24,24B,31,31A,32,33 SECTION 66, CA 27 SECTION 67, CA'S 1A,1B,2A,2B SECTION 67A. DOWN TO A DEPTH 60 METRES BELOW HIGH WATER MARK (IN ACCORDANCE WITH THE BAYSIDE PROJECT ACT 1988 No.67) CA'S 25A,25C,25D,25E,25F,35A SECTION 66, CA 1C SECTION 67A.		
EASEMENT E-5 IS FOR THE PURPOSE OF PROVIDING SUPPORT THROUGH FOOTINGS AND PILES TO THE RELEVANT BOUNDARY WALLS AND FENCING COMPRISING THE BUILDING ON THE LAND. EASEMENT E-4 IS LIMITED IN HEIGHT AND DEPTH TO THOSE PARTS OF THE LOTS MARKED WITH A # OR DOUBLE HACHURE ## # OR DOUBLE HACHURE ## LOTS 120,126,132,136,138,140 & 142 HAVE BEEN OMITTED FROM THIS PLAN		THIS PLAN IS BASED ON SURVEY IN BP 824. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS. No.(s) _____ IN PROCLAIMED SURVEY AREA No. _____		
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A- Appurtenant Easement E- Encumbering Easement R- Encumbering Easement(Road) SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 1 TO 75 (B.I) & COMMON PROPERTY NO 1 TO 3 (B.I)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favor Of
E-1	SUPPORT (LIMITED IN HEIGHT & DEPTH - SEE SHEET 4)	SEE PLAN	THIS PLAN	LOT 1 TO75 (B.I) ON THIS PLAN
E-2	SUPPORT (LIMITED IN HEIGHT & DEPTH - SEE SHEET 4)	0.25	THIS PLAN	LOTS 76 TO 181 & D & CP.4 TO 8 ON THIS PLAN
E-3	UNDERGROUND CABLES & ACCESS	6	W228539U	CITIPOWER PTY
E-4	RIGHT OF ACCESS AND USE FOR BUILDING MAINTENANCE & CLEANING (LIM. HEIGHT & DEPTH SEE NOTES)	SEE PLAN	THIS PLAN	LAND IN STAGE 5
E-5	SUPPORT (LIMITED IN HEIGHT - SEE SHEET 5)	0.25	THIS PLAN	LOTS 76 TO 181 & CP 4 TO 8 ON THIS PLAN
				RECEIVED <input checked="" type="checkbox"/> DATE: 22 / 11 / 99
				LTO USE ONLY THIS IS AN L.T.O. COMPILED PLAN CHECKED 14/08/2003 Robert Grimwood Assistant Registrar of Titles
				SHEET 1 OF 47 SHEETS
 PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096		LICENSED SURVEYOR (PRINT) IAN A. JONES..... SIGNATURE .. DATE 3 / 9 / 99 REF 1255-SLE VERSION 2		DATE 16 / 11 / 99 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No.	LTO USE ONLY EDITION	PLAN NUMBER PS 422659 L
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NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

- NORTHERN FACE : The boundaries marked *N*
- SOUTHERN FACE : The boundaries marked *S*
- EASTERN FACE : The boundaries marked *E*
- WESTERN FACE : The boundaries marked *W*

UNDERSIDE OF STRUCTURE : Between Common Property No.1 and Common Property No.2 marked *U*

UPPER SURFACE OF PAVEMENT : Between Common Property No.1 and Common Property Nos.2 and 3 marked *P*

UNFINISHED INTERIOR FACE OF THE RELEVANT LOT (FLOORS, WALLS AND CEILINGS) : All other boundaries except as described below.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 2 AND 3 AND INCLUDES THE STRUCTURE OF THE BUILDINGS WHICH CONTAIN LOTS 64 TO 75 (BOTH INCLUSIVE)

COMMON PROPERTY No.2 COMPRISES:

1. THE STRUCTURE OF THE BUILDING WHICH CONTAINS THOSE PARTS OF LOTS 1 TO 63 (BOTH INCLUSIVE) BETWEEN TERRACE LEVEL AND LEVEL 11 (BOTH INCLUSIVE) AND INCLUDES ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND LOT DIVIDING WALLS. THE POSITIONS OF THE DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE PLAN.
2. THOSE PARTS OF THE BUILDING AT GROUND LEVEL AS DESIGNATED ON THE DIAGRAMS ON SHEETS 6, 7 AND 8

THE LOWER BOUNDARY OF THOSE PARTS OF THE LOTS MARKED WITH THE FOLLOWING *, ▲, +, ●, IS THE UPPER SURFACE OF THAT PART OF THE FINISHED PAVEMENT. THE UPPER BOUNDARY OF THOSE PARTS OF THE LOTS IS 2.10 METRES ABOVE THE LOWER BOUNDARY.

THE LOWER BOUNDARY OF THOSE PARTS OF THE LOTS MARKED WITH A HACHURE (#) OR DOUBLE HACHURE (##) IS THE UPPER SURFACE OF THE FINISHED PAVING OR THAT PART OF SITE, REPECTIVELY.

THE UPPER BOUNDARY OF THOSE PARTS OF THE LOTS IS A PLANE WITHIN WHICH LIES THE UNFINISHED INTERIOR FACE OF THE CEILING OF THE RELEVANT STOREY OF THAT PART OF THE BUILDING.

COMMON PROPERTY No. 3 COMPRISES ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 1 AND 2.

COMMON PROPERTY No.4 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 5, 6, 7 AND 8.

COMMON PROPERTY No.5 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 4, 6, 7 AND 8. IT INCLUDES THE STRUCTURE, THE LOT DIVIDING WALLS AND INTERNAL SERVICE DUCTS AND PIPE SHAFTS OF THE "PROMENADE" BUILDING COMPRISING LOTS 76 TO 141 (BOTH INCLUSIVE) BUT EXCLUDES ANY STRUCTURE COMPRISING THOSE PARTS OF LOTS 76-141 (B.I.) MARKED WITH ANY OF THE FOLLOWING *, ▲, +, ●. THE POSITIONS OF ALL DUCTS AND SHAFTS HAVE NOT BEEN SHOWN (SEE ADJOINING NOTATION REGARDING LOT OMISSIONS).

COMMON PROPERTY No.6 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 4, 5, 7 AND 8. IT INCLUDES THE STRUCTURE, THE LOT DIVIDING WALLS AND INTERNAL SERVICE DUCTS AND PIPE SHAFTS OF THE "BEACH 1" BUILDING COMPRISING LOTS 143 TO 153 (BOTH INCLUSIVE) BUT EXCLUDES ANY STRUCTURE COMPRISING THOSE PARTS OF LOTS 143-153 (BOTH INCLUSIVE) MARKED WITH ANY OF THE FOLLOWING *, ▲, +, ●. THE POSITIONS OF ALL DUCTS AND SHAFTS HAVE NOT BEEN SHOWN.

COMMON PROPERTY No.7 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 4, 5, 6 AND 8. IT INCLUDES THE STRUCTURE, THE LOT DIVIDING WALLS AND INTERNAL SERVICE DUCTS AND PIPE SHAFTS OF THAT PART OF THE "BEACH 2" BUILDING COMPRISING LOTS 154 TO 159 (B.I.) BUT EXCLUDES ANY STRUCTURE COMPRISING THOSE PARTS OF LOTS 154-159 (B.I.) MARKED WITH ANY OF THE FOLLOWING *, ▲, +, ●. THE POSITIONS OF ALL DUCTS AND SHAFTS HAVE NOT BEEN SHOWN. AND ALSO EXCLUDES THE STRUCTURE (WALLS AND SLABS) BETWEEN THOSE PARTS OF THE LOTS (AND OR COMMON PROPERTY) CONTAINED IN EACH OF THE BUILDINGS DESCRIBED AS BEACH 2 MIDRISE AND BEACH 2 LOWRISE (BETWEEN GROUND LEVEL AND LEVEL TWO INCLUSIVE)

COMMON PROPERTY No.8 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY Nos. 4, 5, 6 AND 7. IT INCLUDES THE STRUCTURE, THE LOT DIVIDING WALLS AND INTERNAL SERVICE DUCTS AND PIPE SHAFTS OF THAT PART OF THE "BEACH 2" BUILDING COMPRISING LOTS 160 TO 181 (B.I.) BUT EXCLUDES ANY STRUCTURE COMPRISING THOSE PARTS OF LOTS 160-181 (B.I.) MARKED WITH ANY OF THE FOLLOWING *, ▲, +, ●. THE POSITIONS OF ALL DUCTS AND SHAFTS HAVE NOT BEEN SHOWN, AND ALSO INCLUDES THE STRUCTURE (WALL AND SLABS) BETWEEN THOSE PARTS OF THE LOTS (AND COMMON PROPERTY) CONTAINED IN EACH OF THE BUILDINGS DESCRIBED AS BEACH 2 MIDRISE AND BEACH 2 LOWRISE (BETWEEN GROUND LEVEL AND LEVEL TWO INCLUSIVE)

SHEET 2 OF SHEETS

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LICENSED SURVEYOR (PRINT) IAN A. JONES

SIGNATURE _____ DATE / /

REF 1255-E VERSION 3

DATE / /

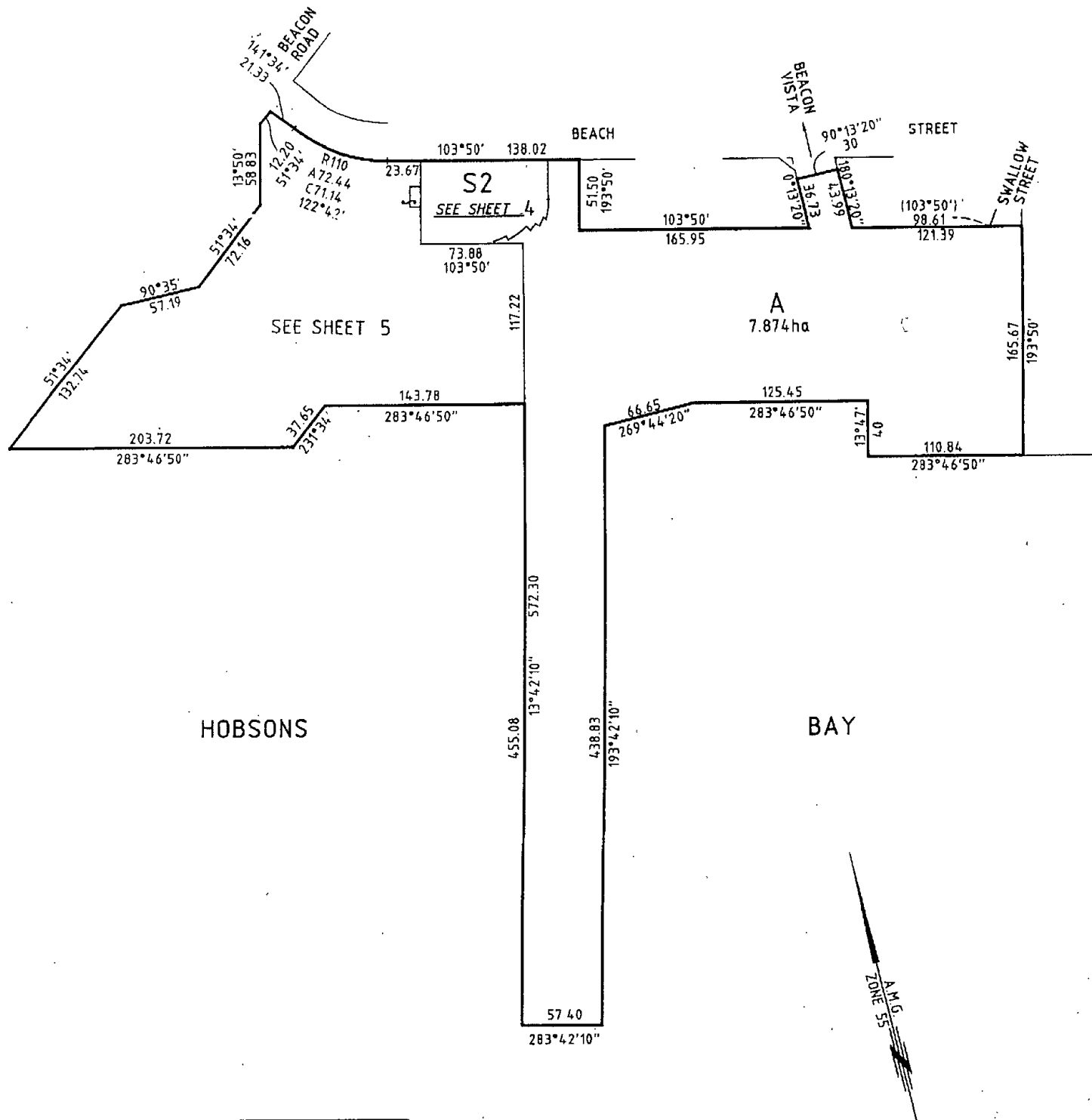
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ORIGINAL SHEET SIZE A3

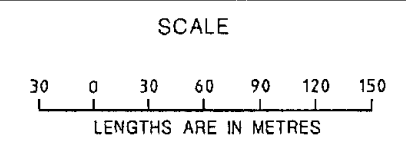
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 422659 L



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ORIGINAL SCALE SHEET SIZE
 13000 A3

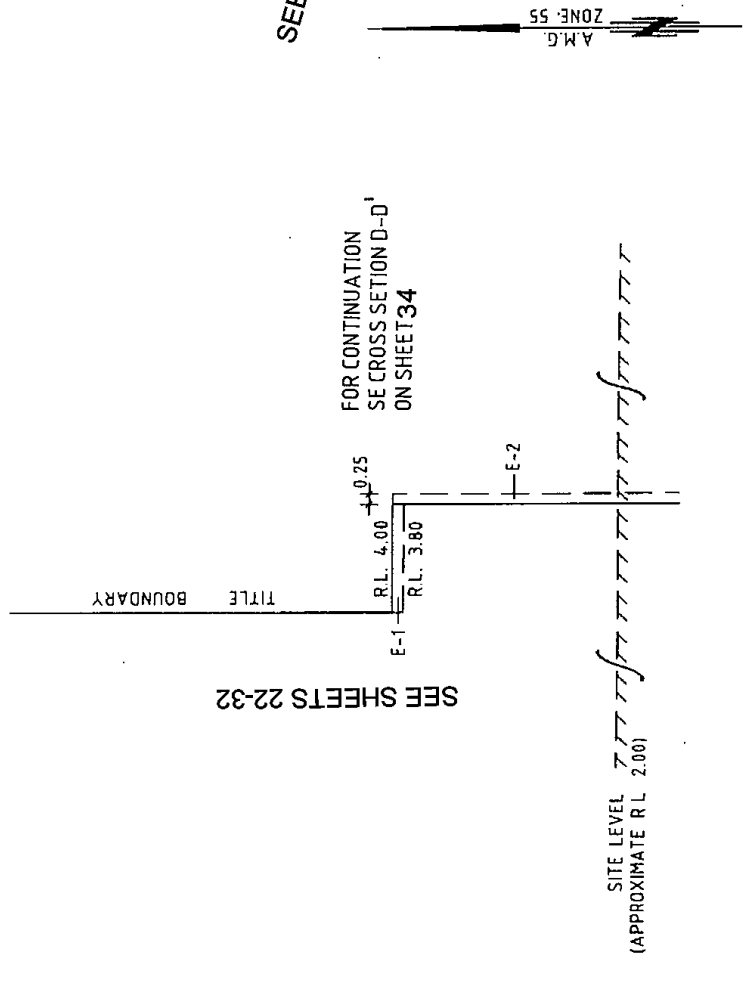
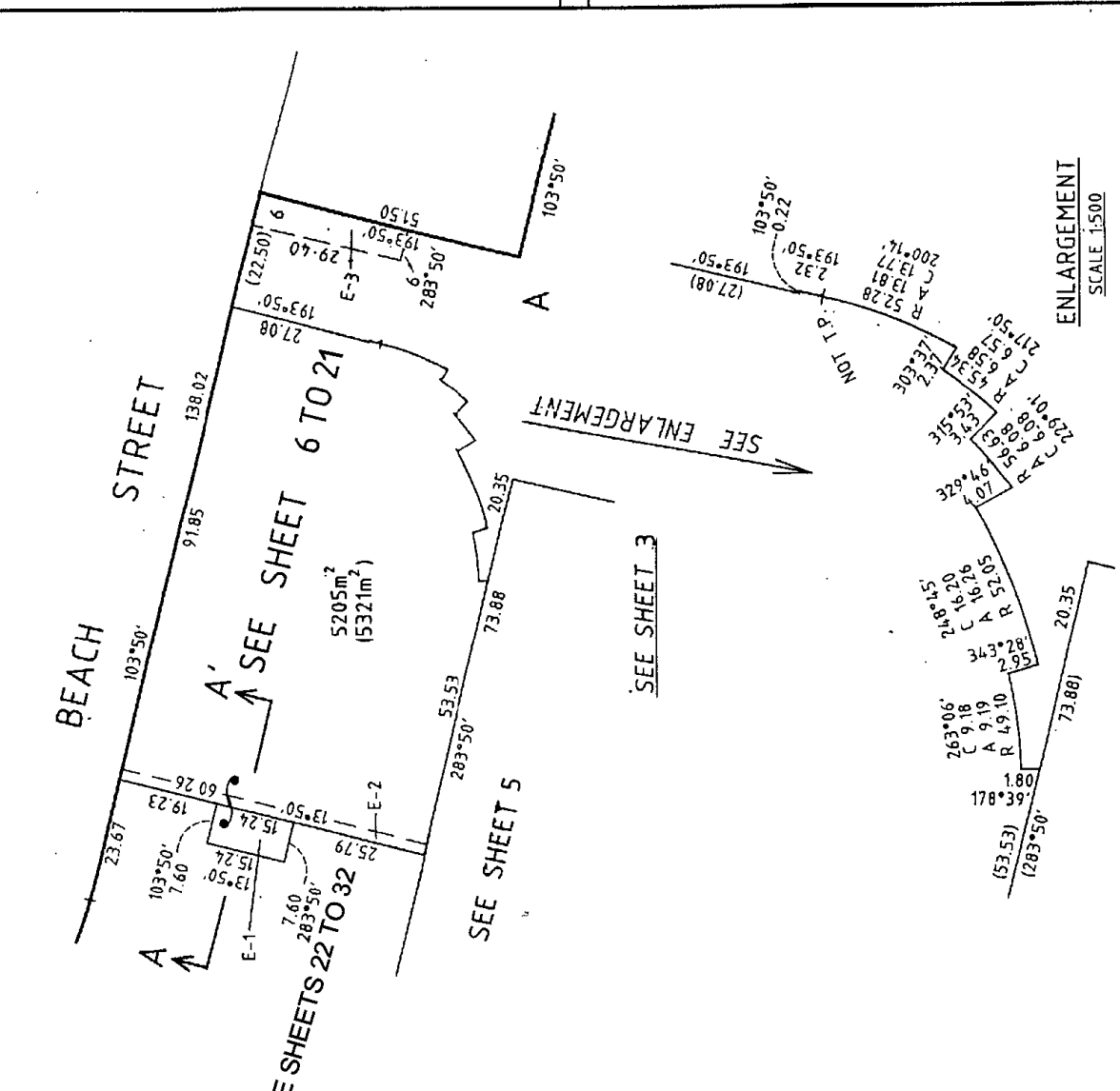
LICENSED SURVEYOR (PRINT) IAN A. JONES
 SIGNATURE DATE 3 / 9 / 99
 REF 1255-SLE VERSION 2


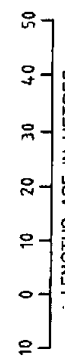
SHEET 3 OF SHEETS
 DATE 16 / 11 / 99
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

PLAN NUMBER **PS 422659 L**

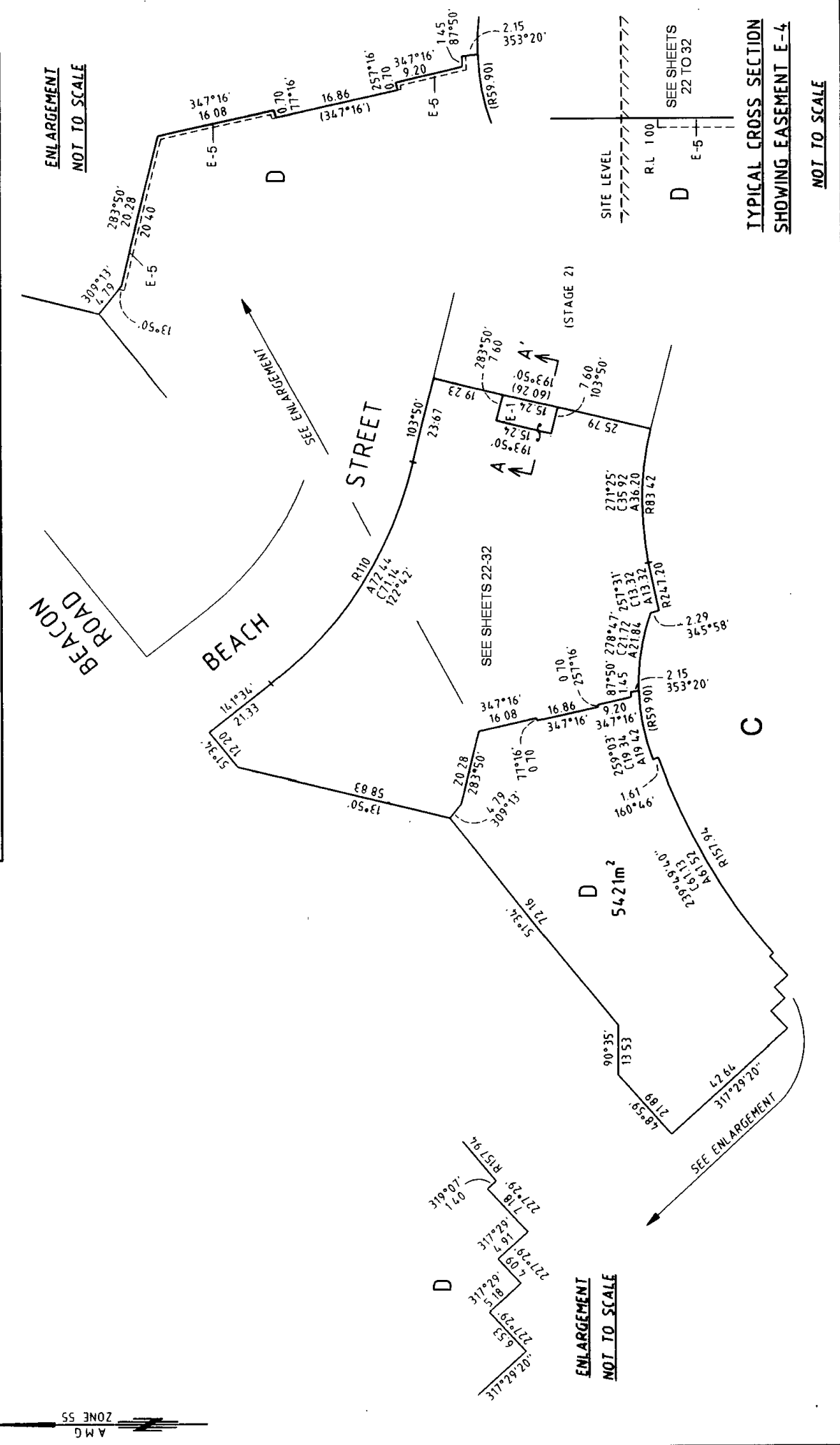


 <p>PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE</p> <p>SCALE 1:1000</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT) IAN A. JONES</p> <p>SIGNATURE</p> <p>DATE 3 / 9 / 99</p>	<p>SHEET 4 OF SHEETS</p> <p>DATE 16 / 11 / 99</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>VERSION 2</p> <p>REF. 1255-SLE</p>	<p>30/8/99</p> <p>B-COVE/MARINA/BLOCK E/SUPERLOT/1255SLE4</p>		

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

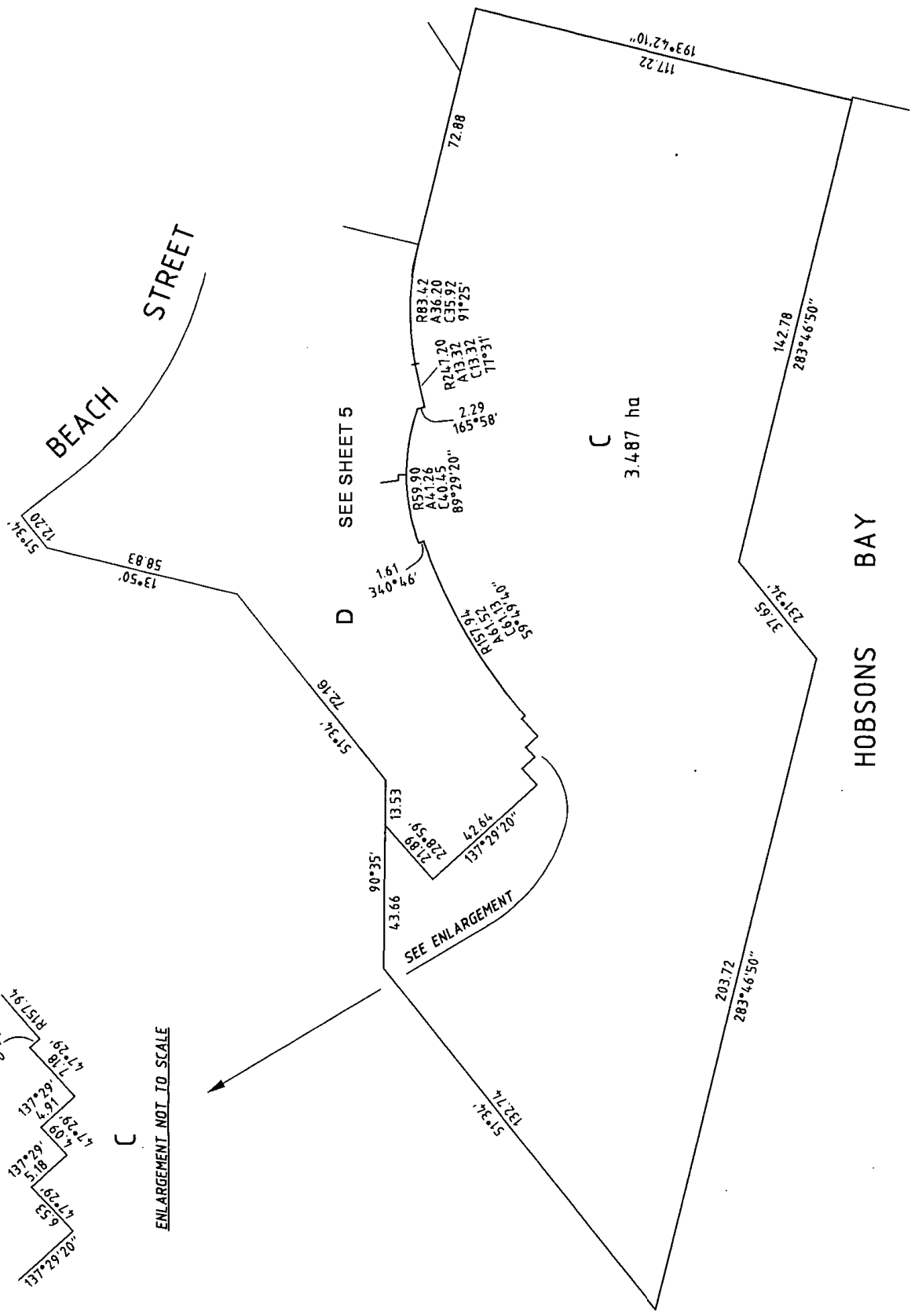
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	PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 35 006 803 096	ORIGINAL SCALE SHEET SIZE A3 1:1000	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE _____ DATE / / REF 1255-SL1 VERSION 2	SHEET 5 OF SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION

STAGE No. **PS** 422659 L
 PLAN NUMBER **PS** 422659 L



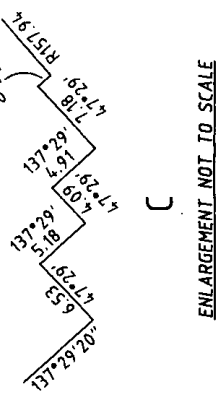
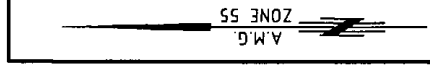
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LICENSED SURVEYOR (PRINT) IAN A. JONES
 SIGNATURE
 REF 1255-SLF2
 VERSION 2
 DATE / /
 COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SCALE 1:1250
 SHEET SIZE A3

SCALE
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 LENGTHS ARE IN METRES

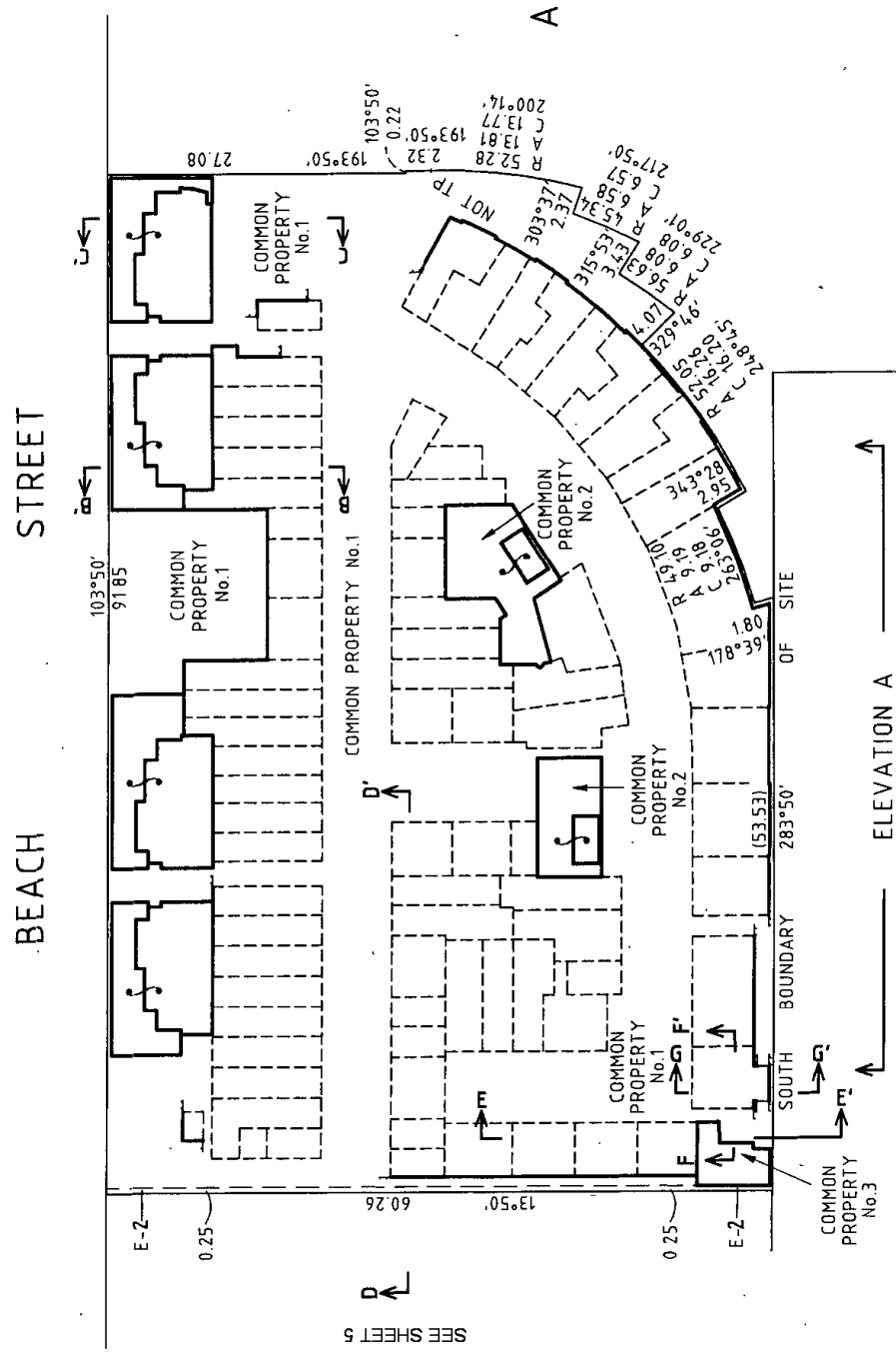
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 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm
 P504H 27/11/03 B-COVE\STAGE6\SUPER_LOT\1255SLF2021



PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

PLAN NUMBER **PS 422659 L**



GROUND LEVEL
 (SEE ALSO ENLARGEMENT
 SHEETS 7 AND 8.)



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SCALE	ORIGINAL SHEET SIZE
1:500	A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES**

SIGNATURE _____ DATE / /

REF 1255-E VERSION 3

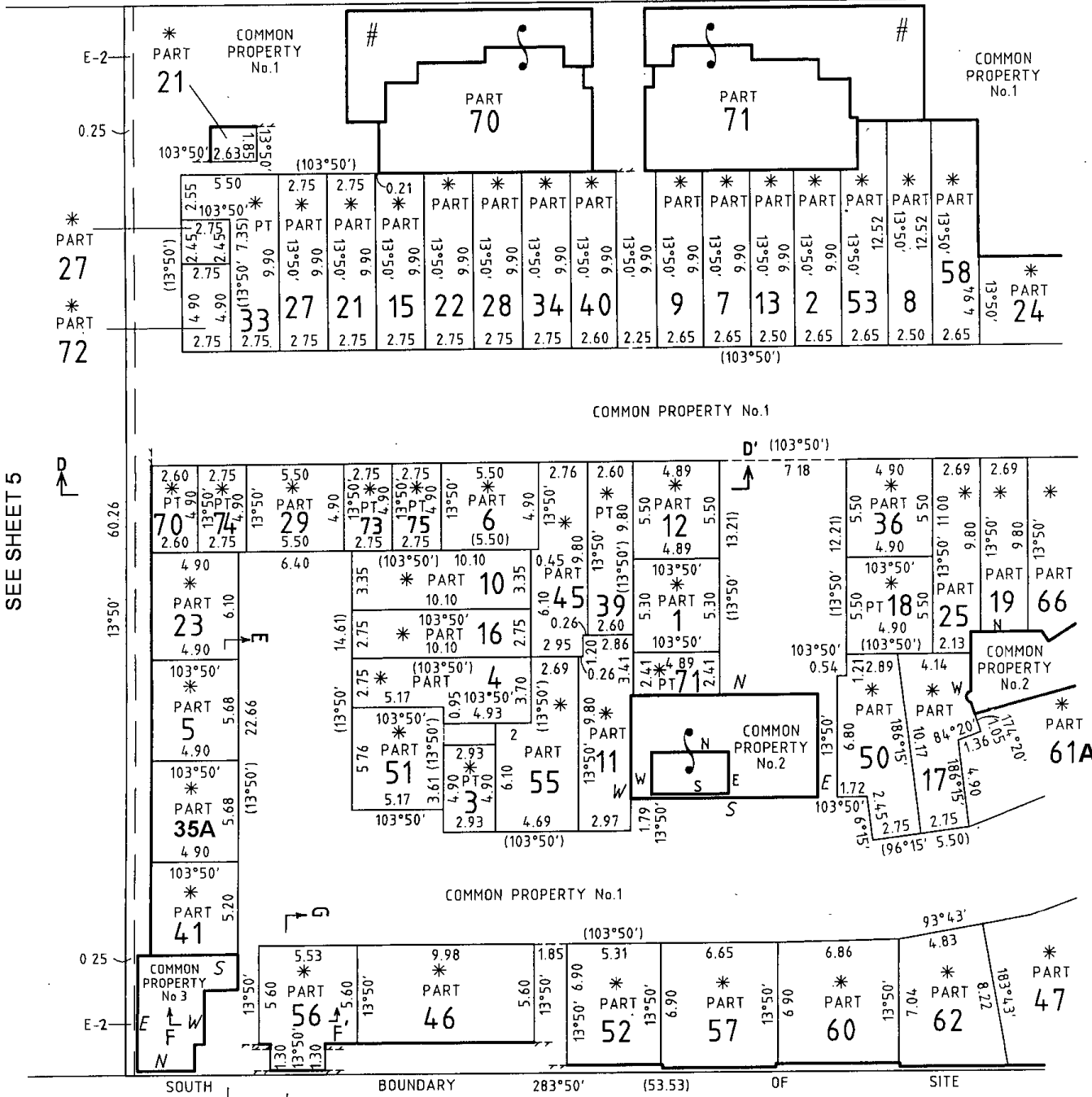
SHEET 7 OF SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 422659 L

BEACH

STREET

103°50' (91.85)



SEE SHEET 5

SEE SHEET 9

**ENLARGEMENT
GROUND LEVEL**



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FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HACHURE (#) SEE NOTATIONS ON SHEET 2

NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:250 A3	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE DATE / / REF 1255-E VERSION 3	SHEET 8 OF SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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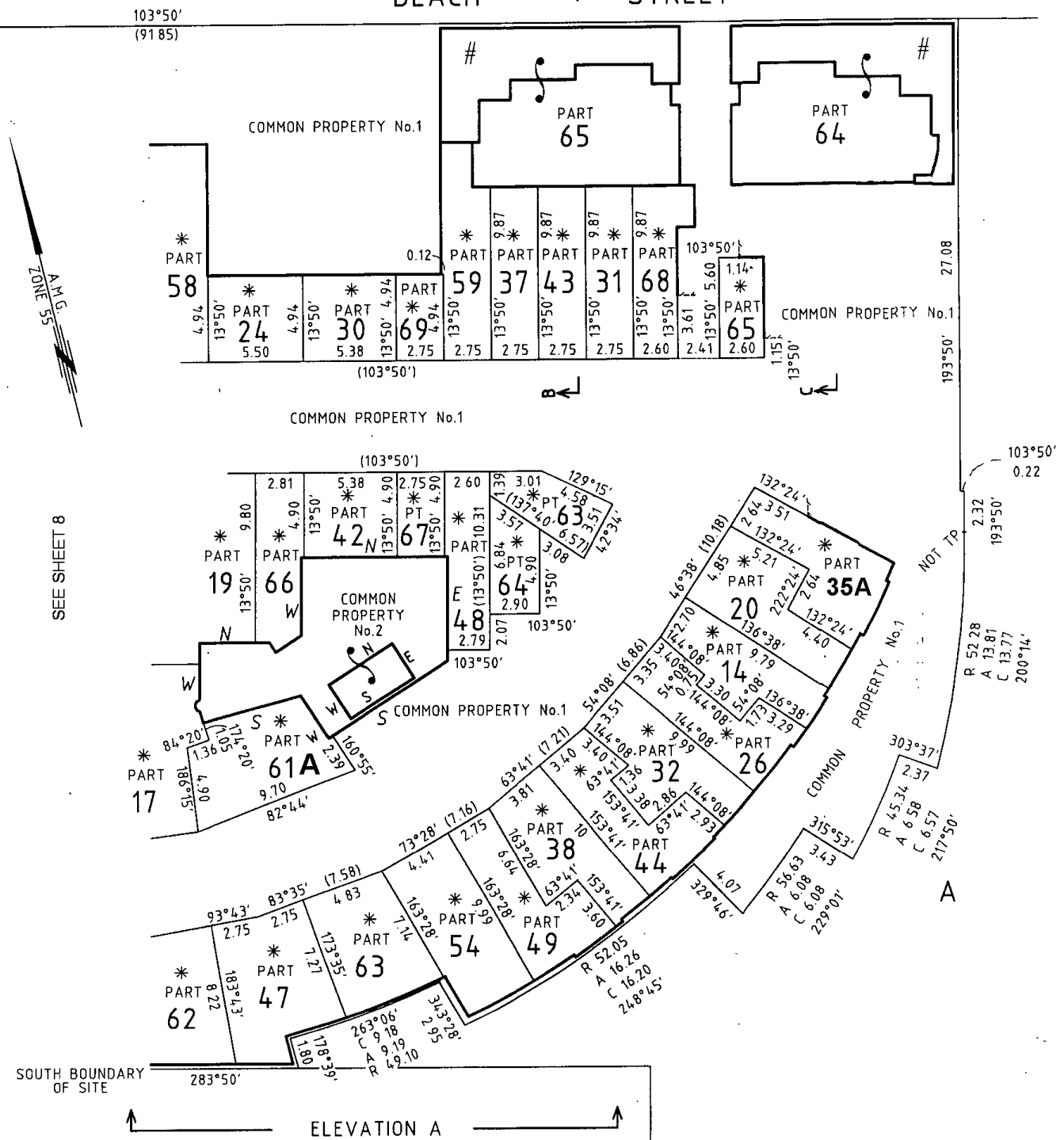
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 422659 L

BEACH STREET

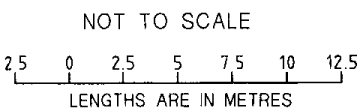


ENLARGEMENT GROUND LEVEL

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HACHURE (#) SEE NOTATIONS ON SHEET 2



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ORIGINAL SCALE 1:250
 SHEET SIZE A3

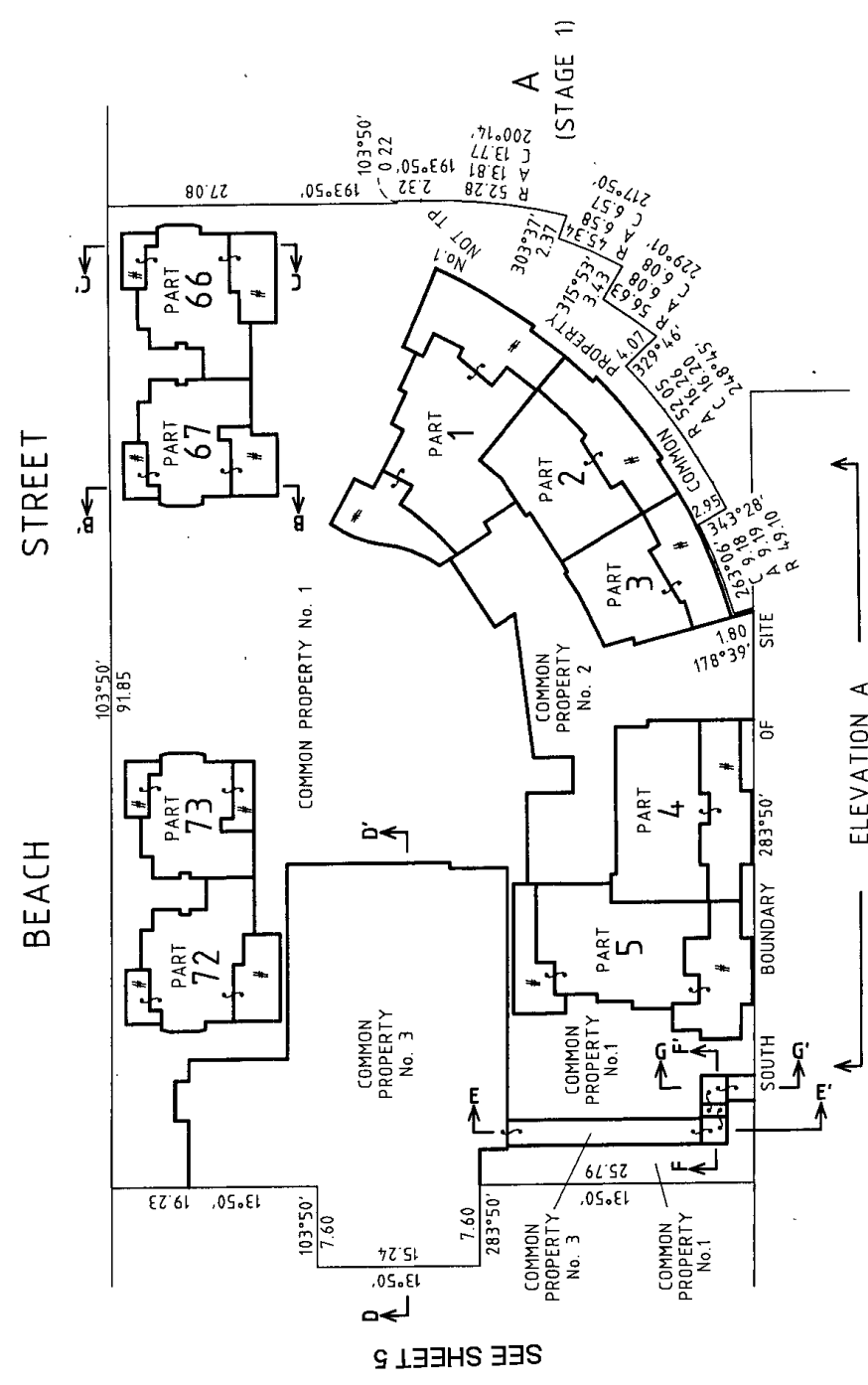
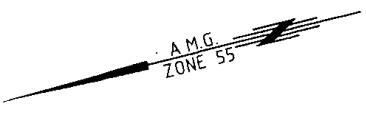
LICENSED SURVEYOR (PRINT) IAN A. JONES
 SIGNATURE _____ DATE / /
 REF 1255-E VERSION 3

SHEET 9 of SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**
 PLAN NUMBER



FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

TERRACE LEVEL

PFJ
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SCALE

5	0	5	10	15	20	25
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LENGTHS ARE IN METRES

ORIGINAL SCALE

1:500	A3
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LICENSED SURVEYOR (PRINT) **IAN A. JONES**

SIGNATURE	DATE
REF 1255-E	VERSION 3

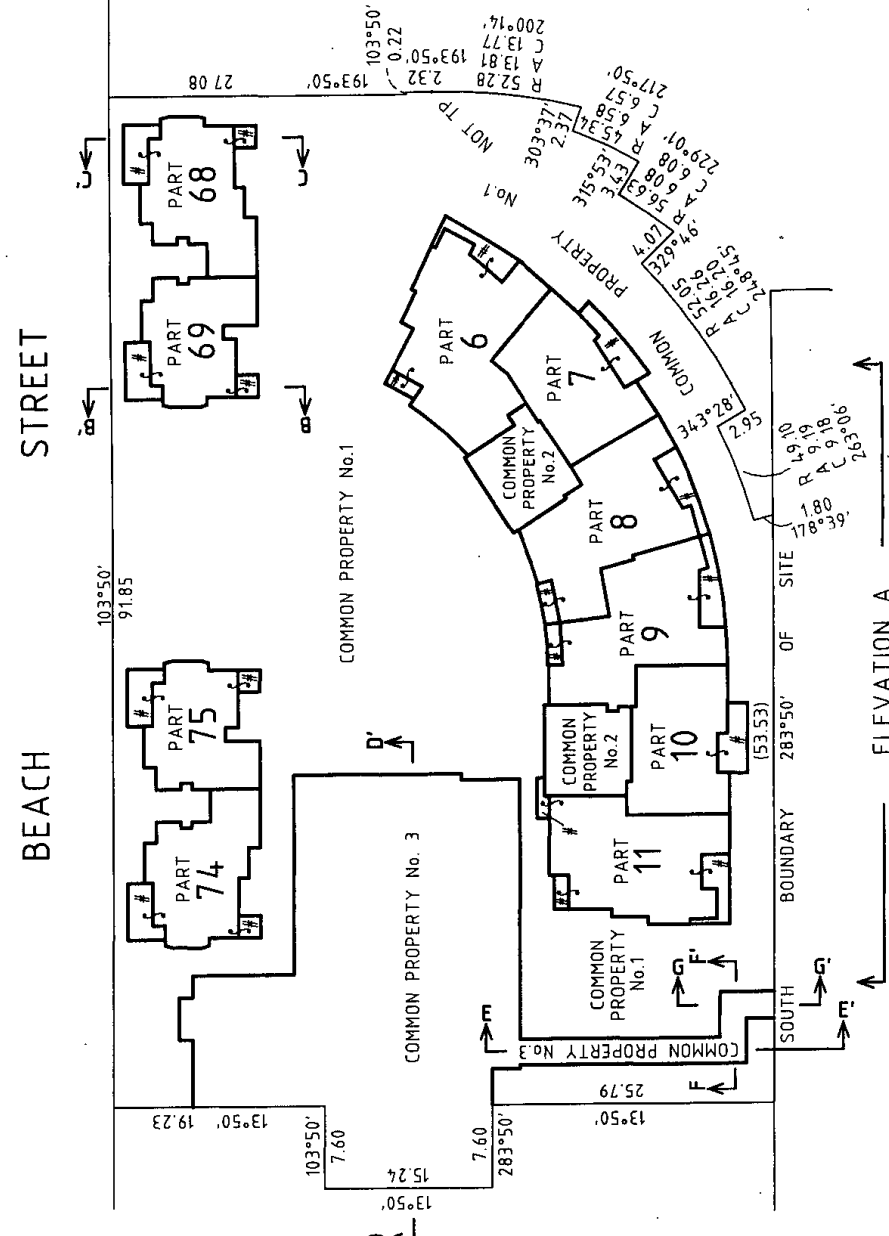
SHEET 10 of SHEETS

DATE	/	/
COUNCIL DELEGATE SIGNATURE		

PLAN OF SUBDIVISION

STAGE No. **PS** 422659 L

PLAN NUMBER




SEE SHEET 5



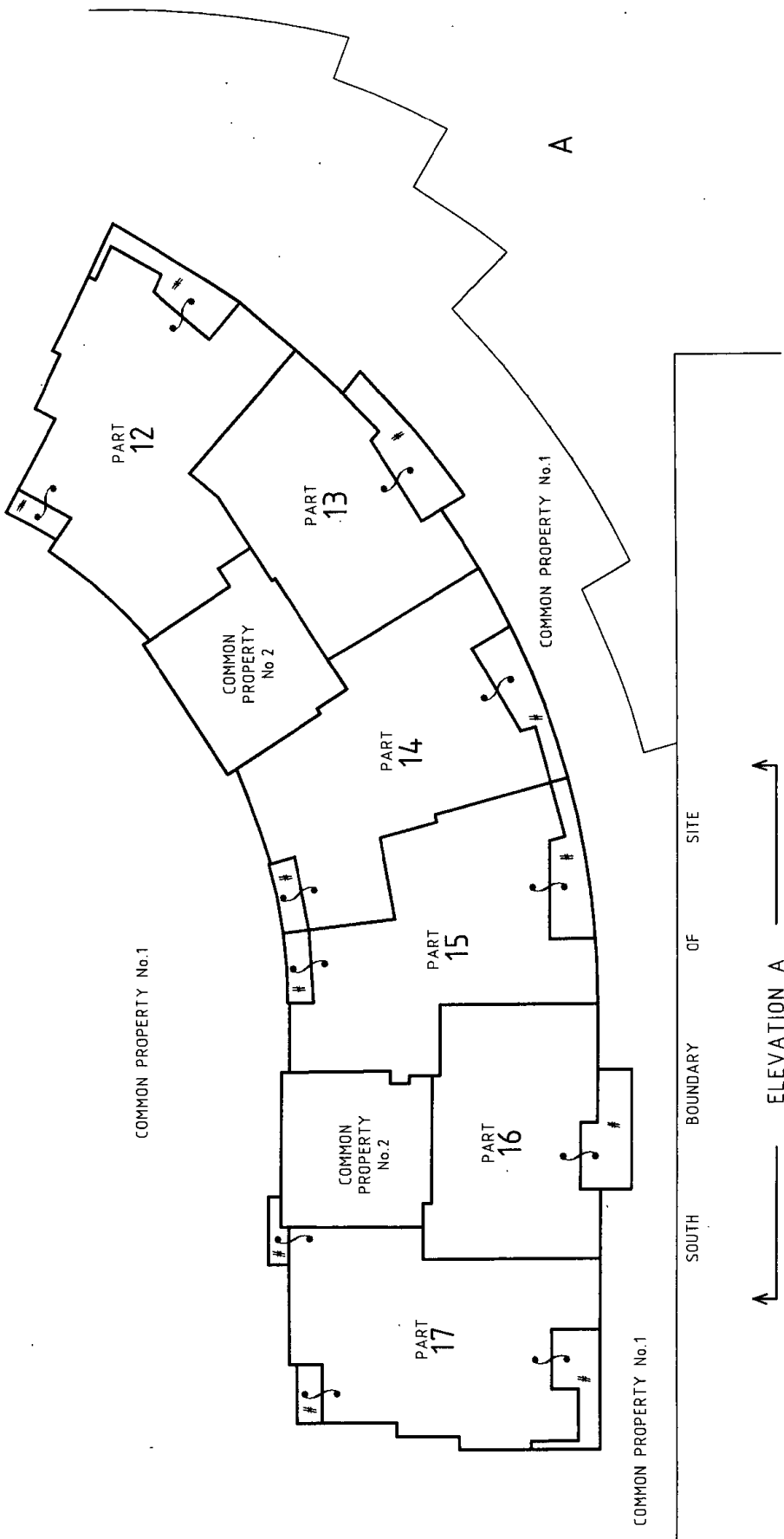
LEVEL ONE

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

 <p>PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfrj@access.net.au A.C.N. 006 803 096</p>	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE SCALE 1:500 A3	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE DATE / / REF 1255-E VERSION 3	SHEET 11 of SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
	15/5/20 8-LDVE/MARINA/BLOCK E/1255E061			

PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



LEVEL TWO

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2



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SCALE
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 LENGTHS ARE IN METRES

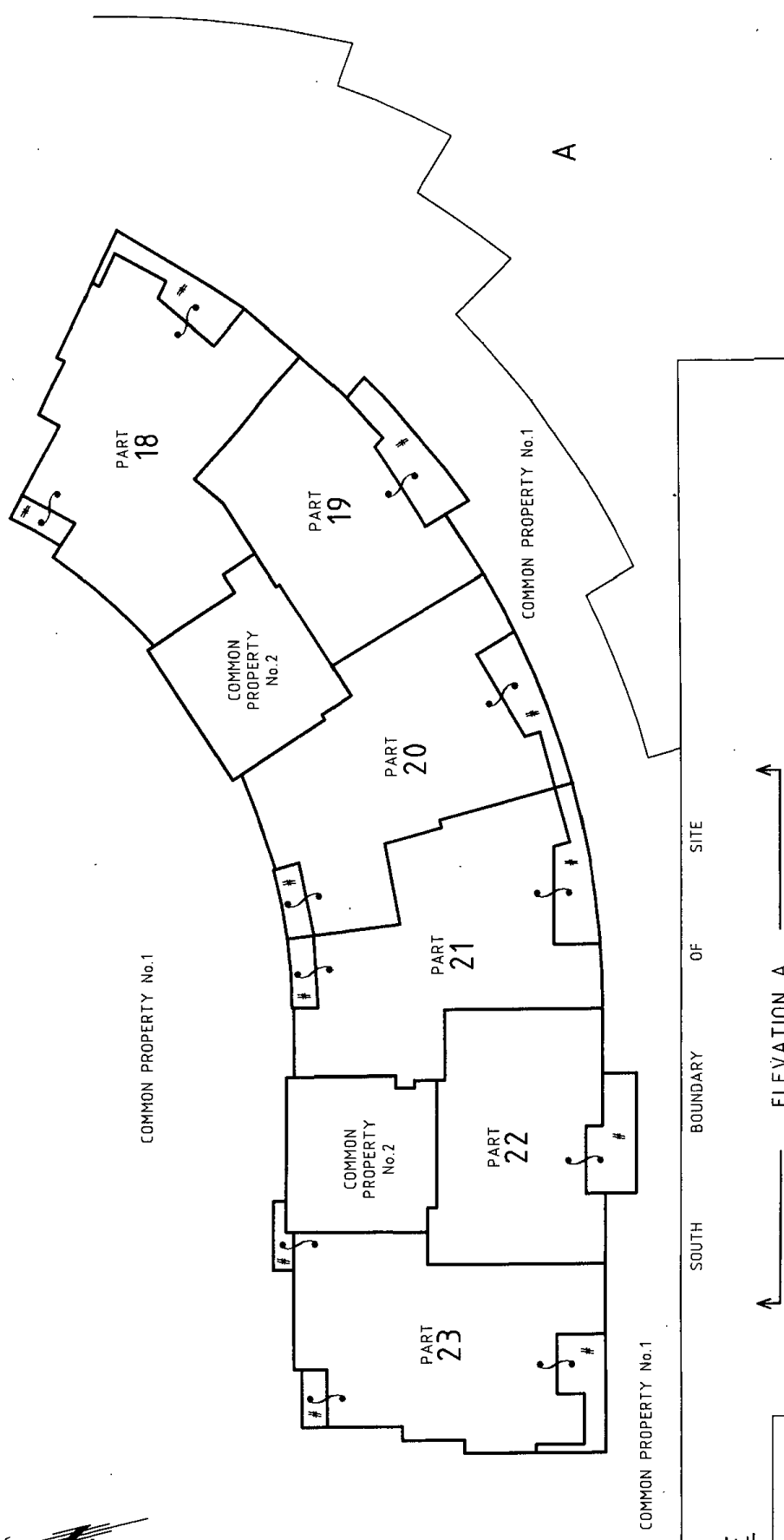
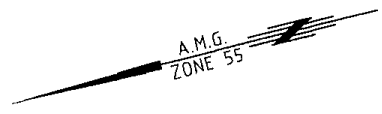
ORIGINAL SCALE 1:250 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES**
 SIGNATURE _____ DATE / /
 REF 1255-E VERSION 3

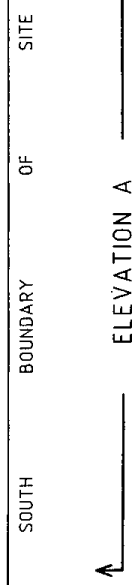
SHEET 12 of SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



LEVEL THREE
 FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2



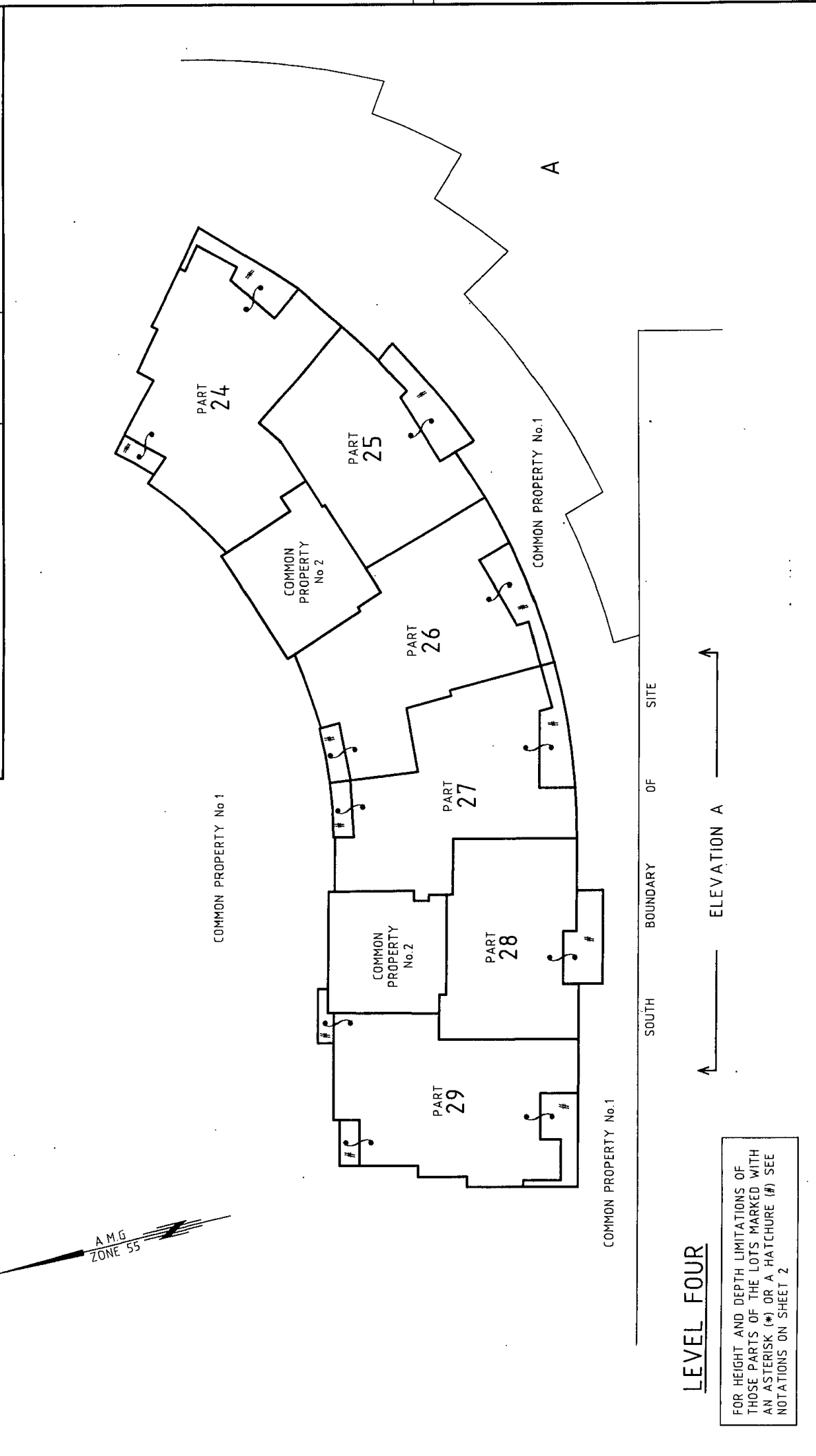
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 Email pfj@access.net.au A.C.N. 006 803 096

SCALE	ORIGINAL SHEET SIZE
2.5 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES	1:250 A3

LICENSED SURVEYOR (PRINT) IAN A. JONES	SHEET 13 of SHEETS
SIGNATURE	DATE / /
REF 1255-E	COUNCIL DELEGATE SIGNATURE
VERSION 3	15/5/00 B-COVE/MARINA/BLOCK E/1255E081

PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



LEVEL FOUR

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

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ORIGINAL SCALE 1:250 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES** SIGNATURE DATE / /

REF 1255-E VERSION 3

SHEET 14 of SHEETS

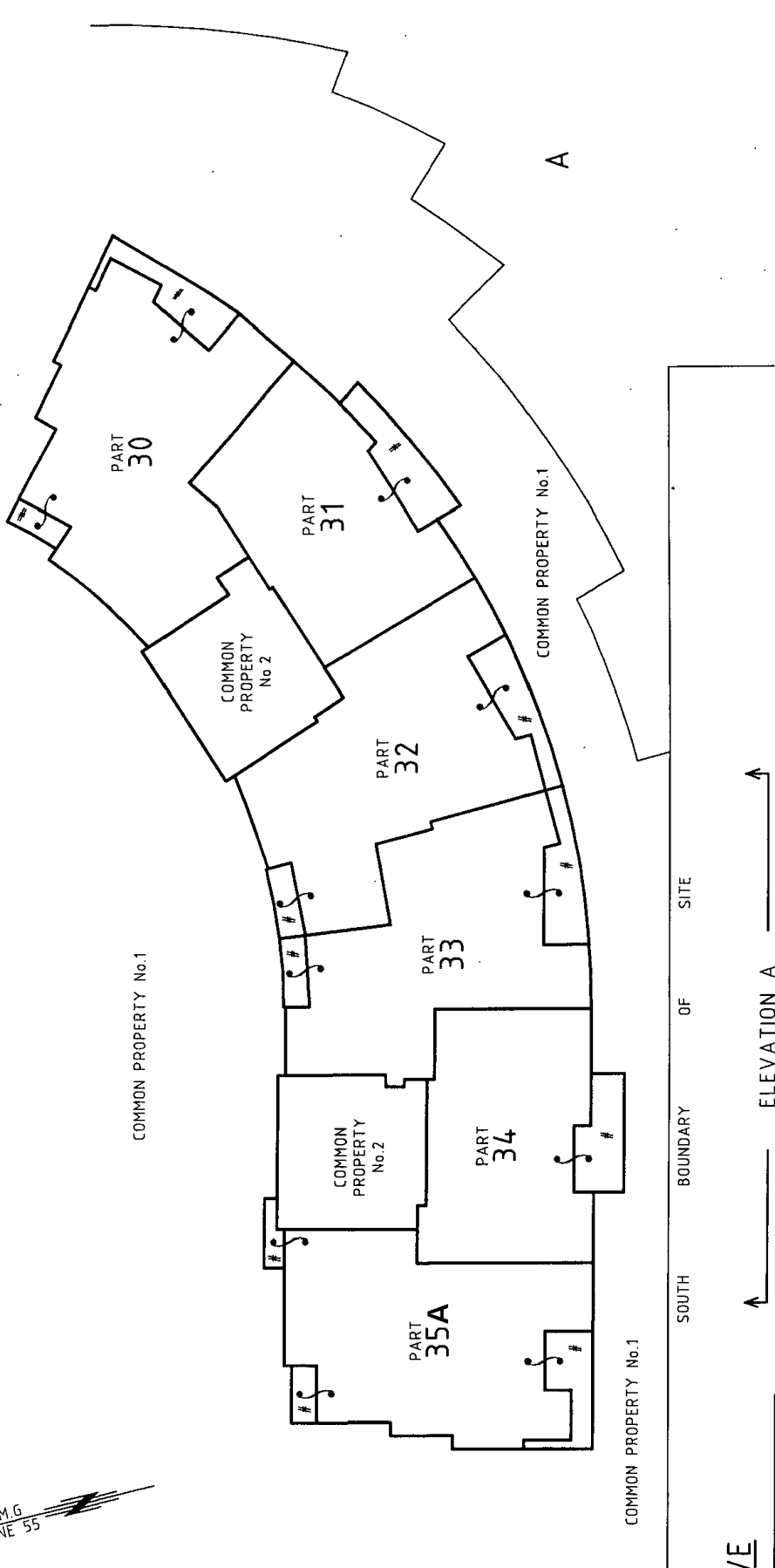
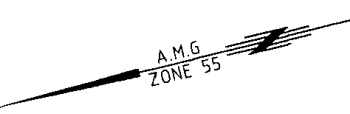
DATE / /

COUNCIL DELEGATE SIGNATURE

15/5/00 8-COVE/MARINA/BLOCK E/1255E091

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**
 PLAN NUMBER



LEVEL FIVE

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2



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 Consulting Engineers & Surveyors
 1 Oxley Road Hawthorn 3122
 Ph. (03) 98196991 Fax: (03) 98196994
 Email: pfj@access.net.au A.C.N. 006 803 096

SCALE
 2.5 0 2.5 5 7.5 10 12.5
 LENGTHS ARE IN METRES

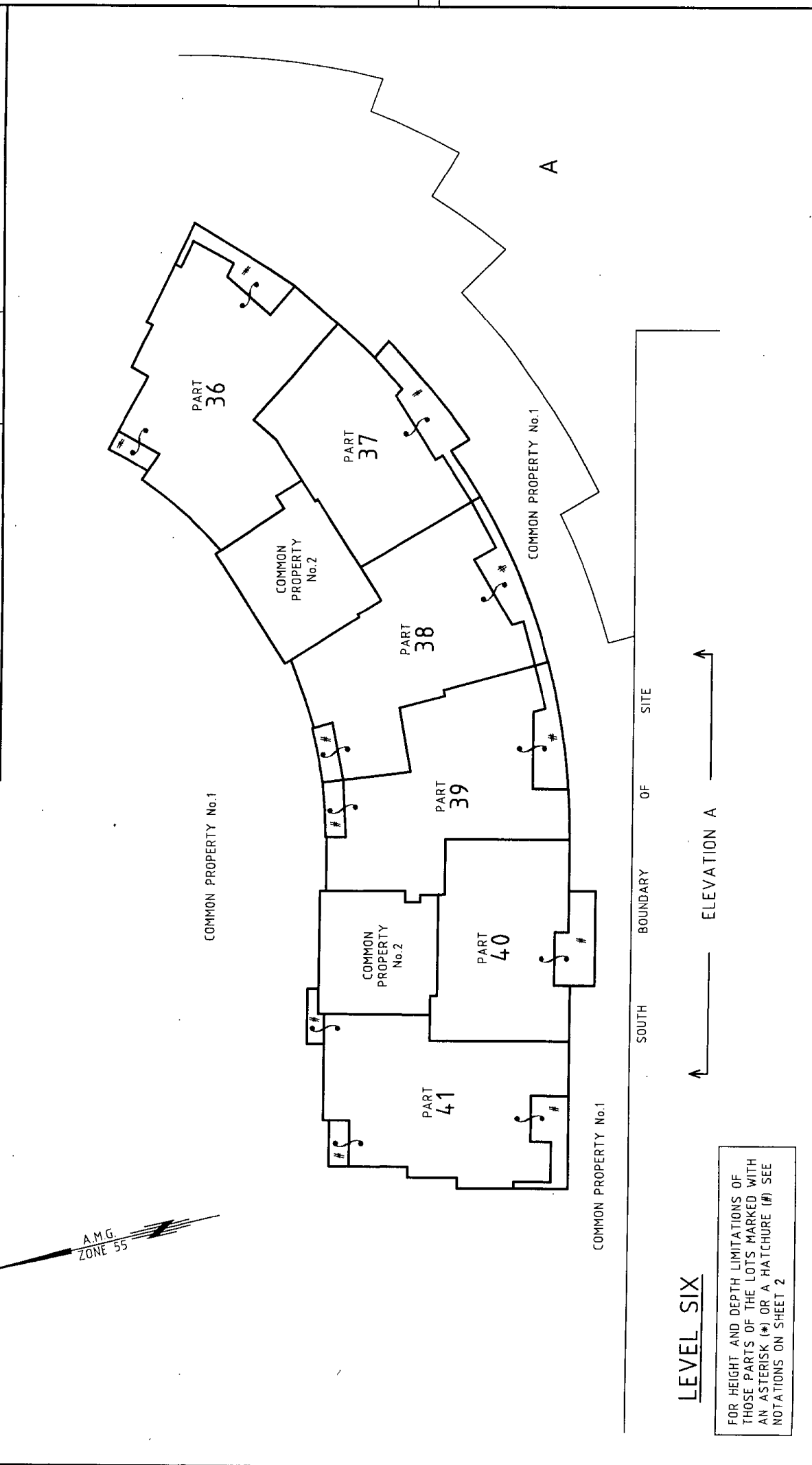
ORIGINAL SCALE 1:250
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ... IAN A. JONES
 SIGNATURE ... DATE / /
 REF 1255-E VERSION 3

SHEET 15 of SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



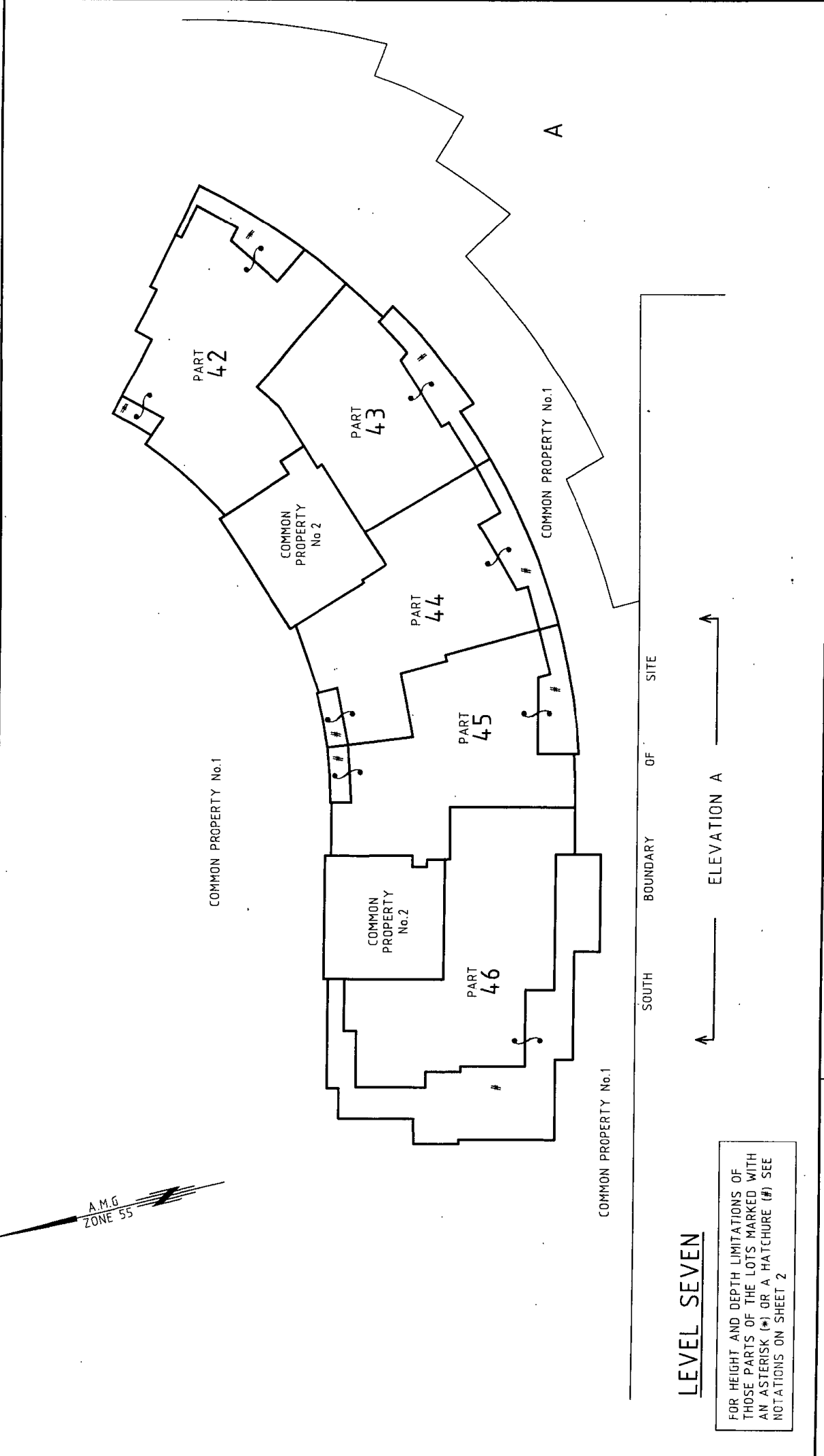
LEVEL SIX


FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

	<p>PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096</p>	<p>SCALE</p> <p>2.5 0 2.5 5 7.5 10 12.5</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:250</p> <p>SHEET SIZE A3</p>
<p>LICENSED SURVEYOR (PRINT) IAN A. JONES</p> <p>SIGNATURE _____ DATE / /</p> <p>REF 1255-E VERSION 3</p>		<p>SHEET 16 of SHEETS</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p>	

PLAN OF SUBDIVISION

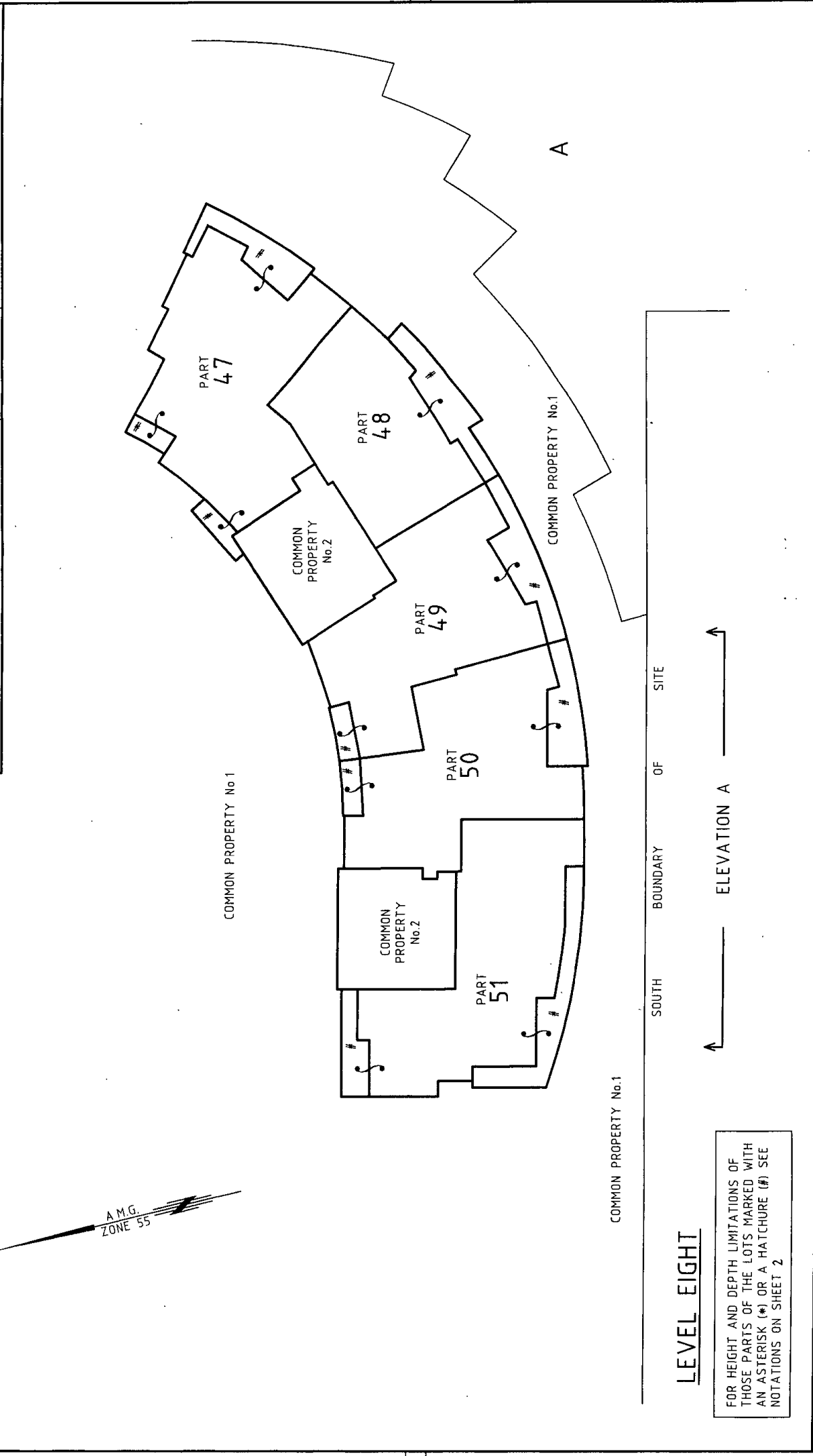
STAGE No. **PS 422659 L**
 PLAN NUMBER



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PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



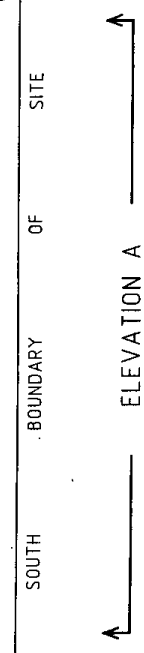
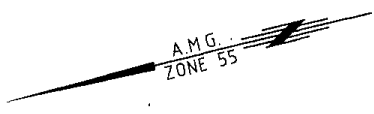
LEVEL EIGHT

FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

 <p>PARRY FRASER & JONES Pty. Ltd. <i>Consulting Engineers & Surveyors</i> 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096</p>	SCALE  <p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE SCALE 1:250 A3	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE _____ DATE / / REF 1255-E VERSION 3	SHEET 18 OF SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
	15/5/00 8-COVE/MARINA/BLOCK E/1255E131			

PLAN OF SUBDIVISION

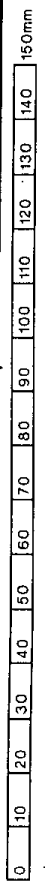
STAGE No. **PS** PLAN NUMBER **422659 L**



LEVEL NINE

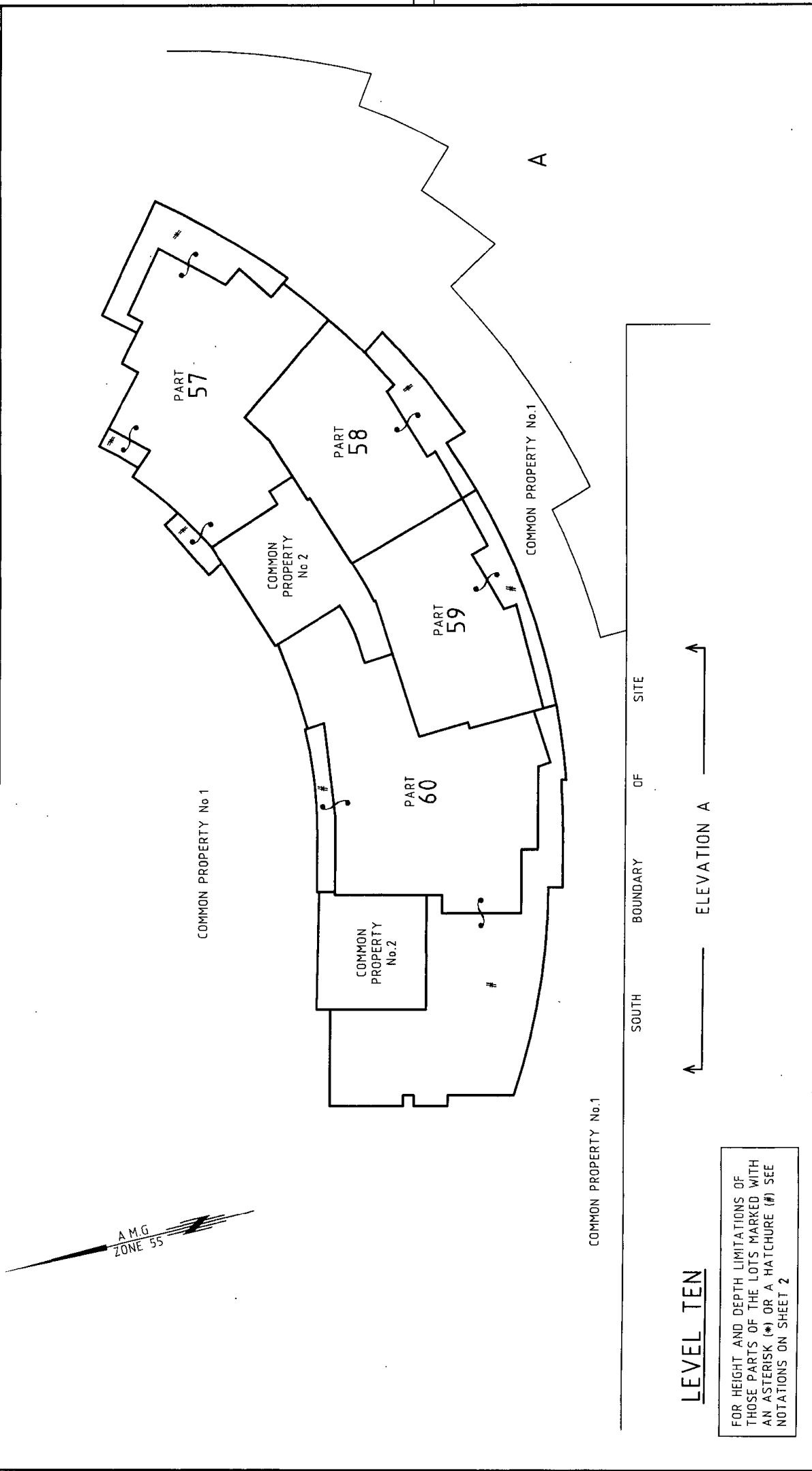
FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

	SCALE 2.5 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE 1-250 A3	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE DATE / / REF 1255-E VERSION 3	SHEET 19 OF SHEETS
	PARRY FRASER & JONES Pty. Ltd. Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096		DATE / / COUNCIL DELEGATE SIGNATURE		15/5/00 B-COVE/MARINA/BLOCK E/1255E141




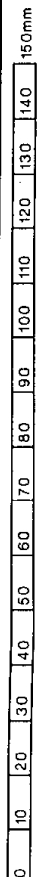
PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



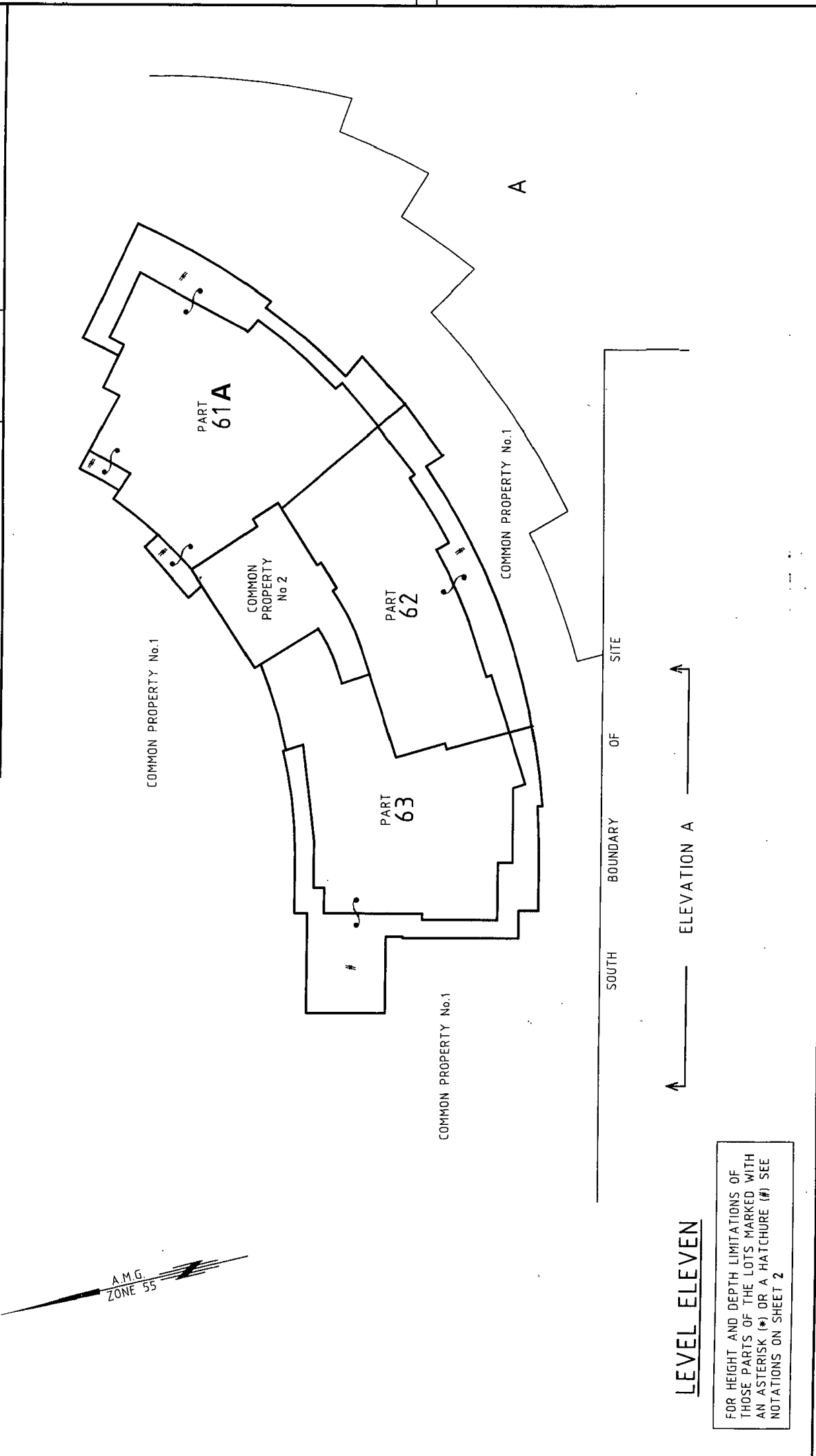
FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

 <p>PARRY FRASER & JONES Pty. Ltd. <i>Consulting Engineers & Surveyors</i> 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email pfj@access.net.au A.C.N. 006 803 096</p>	SCALE 2.5 0 2.5 5 7.5 10 12.5 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:250 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ... IAN A. JONES SIGNATURE DATE / / REF 1255-E VERSION 3	SHEET 20 OF SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
	SOUTH BOUNDARY OF SITE ELEVATION A			15/5/00 B-COVE/MARINA/BLOCK E/1255E151



PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HATCHURE (#) SEE NOTATIONS ON SHEET 2

LEVEL ELEVATION



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SCALE
 LENGTHS ARE IN METRES
 2.5 0 2.5 5 7.5 10 12.5

ORIGINAL SHEET SIZE
 SCALE 1:250 A3

LICENSED SURVEYOR (PRINT) **JAN A. JONES**
 SIGNATURE _____ DATE / /
 REF 1255-E VERSION 3

SHEET 21 OF SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160mm

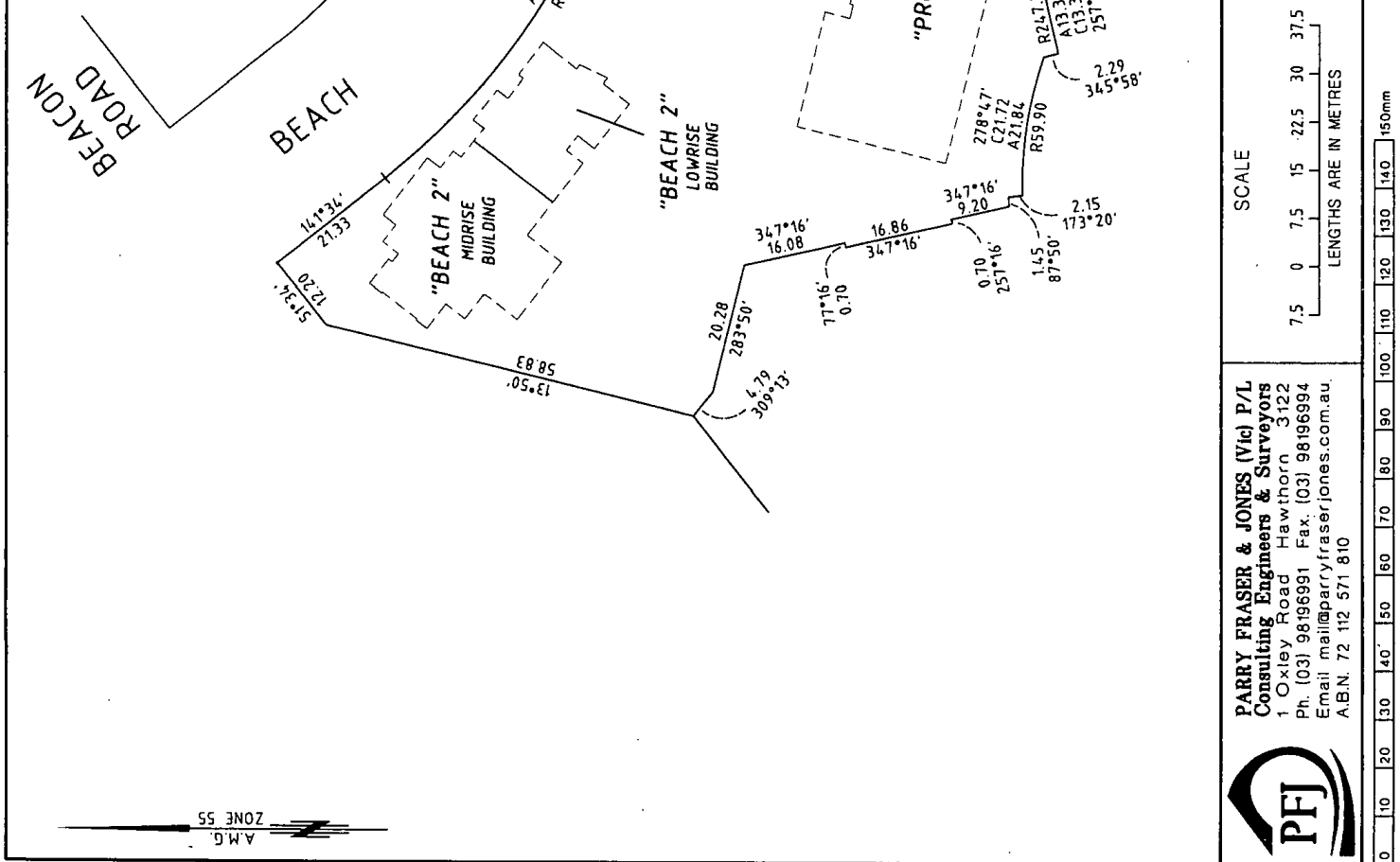
15/5/00 B-COVE/MARINA/BLOCK E/1255E/1

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**
 PLAN NUMBER

SITE & KEY PLAN

BUILDING OUTLINES SHOWN ARE AT TERRACE LEVEL.
SEE COMMON PROPERTY NOTATIONS FOR USE OF BUILDING NAMES.



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 Email mail@parryfraserjones.com.au
 A.B.N. 72 112 571 810

SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL SCALE	1:750
SHEET SIZE	A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES**
 SIGNATURE _____ DATE / /
 REF 1255-F VERSION 3

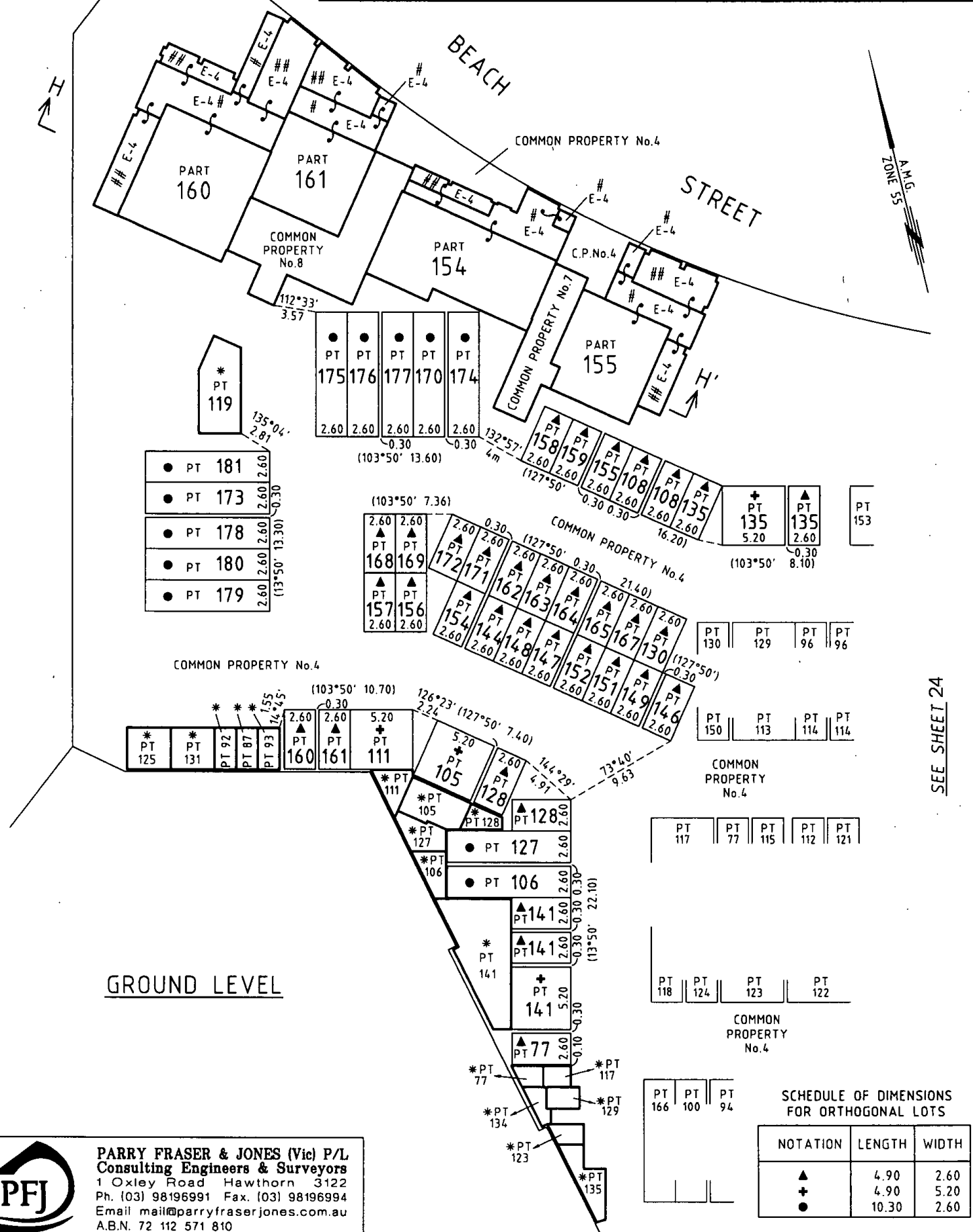
SHEET 22
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 422659 L



SEE SHEET 24

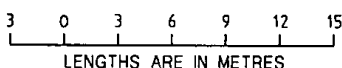


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SCHEDULE OF DIMENSIONS FOR ORTHOGONAL LOTS

NOTATION	LENGTH	WIDTH
▲	4.90	2.60
+	4.90	5.20
●	10.30	2.60

SCALE



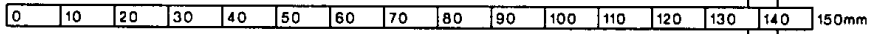
ORIGINAL SCALE SHEET SIZE

1:300 A3

LICENSED SURVEYOR (PRINT) IAN A. JONES
 SIGNATURE _____ DATE / /
 REF 1255-F VERSION 3

SHEET 23

DATE / /
 COUNCIL DELEGATE SIGNATURE _____



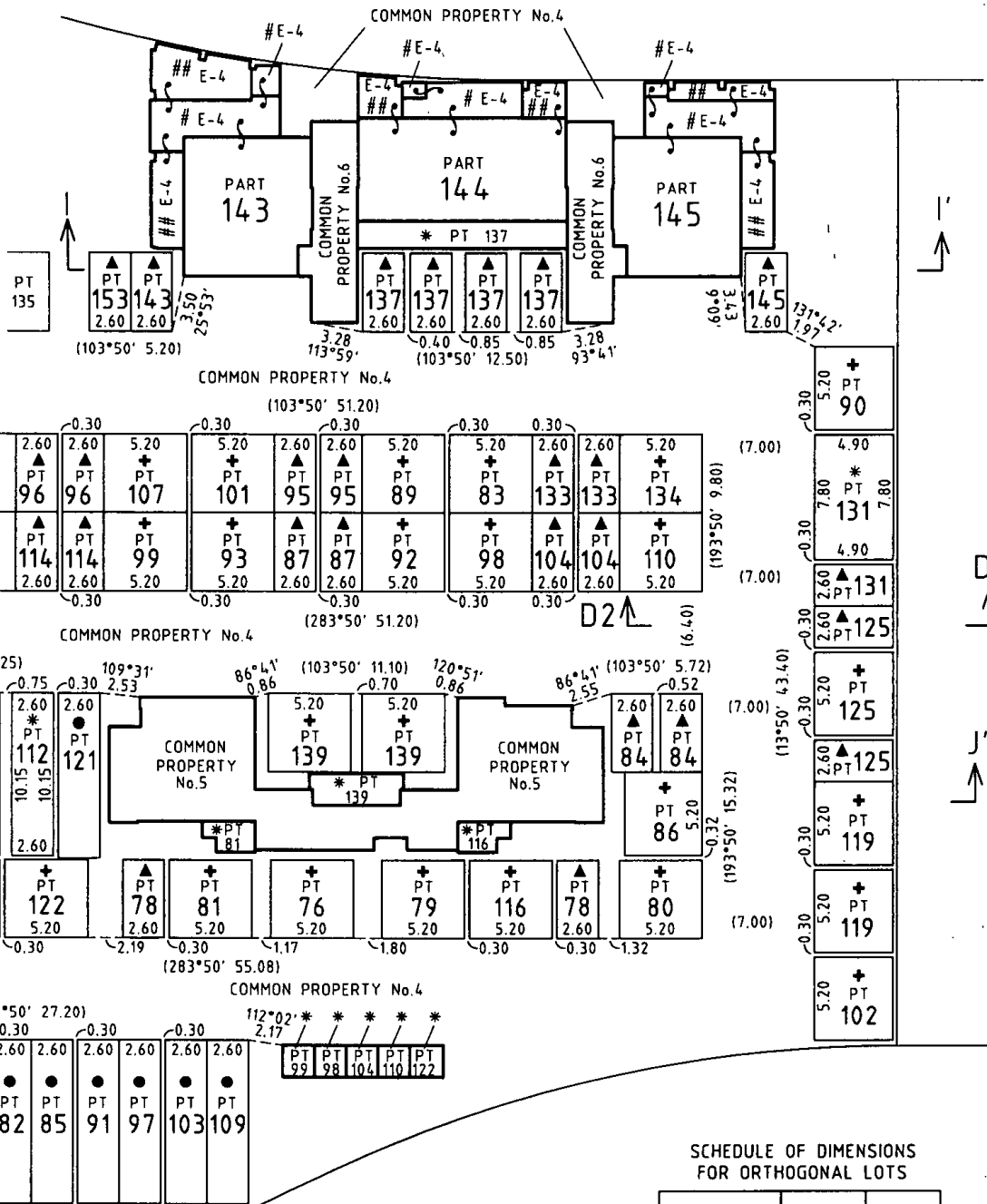
PLAN OF SUBDIVISION

STAGE No. PLAN NUMBER
PS 422659 L

BEACH

STREET

SEE SHEET 23



SCHEDULE OF DIMENSIONS FOR ORTHOGONAL LOTS

NOTATION	LENGTH	WIDTH
▲	4.90	2.60
+	4.90	5.20
●	10.30	2.60



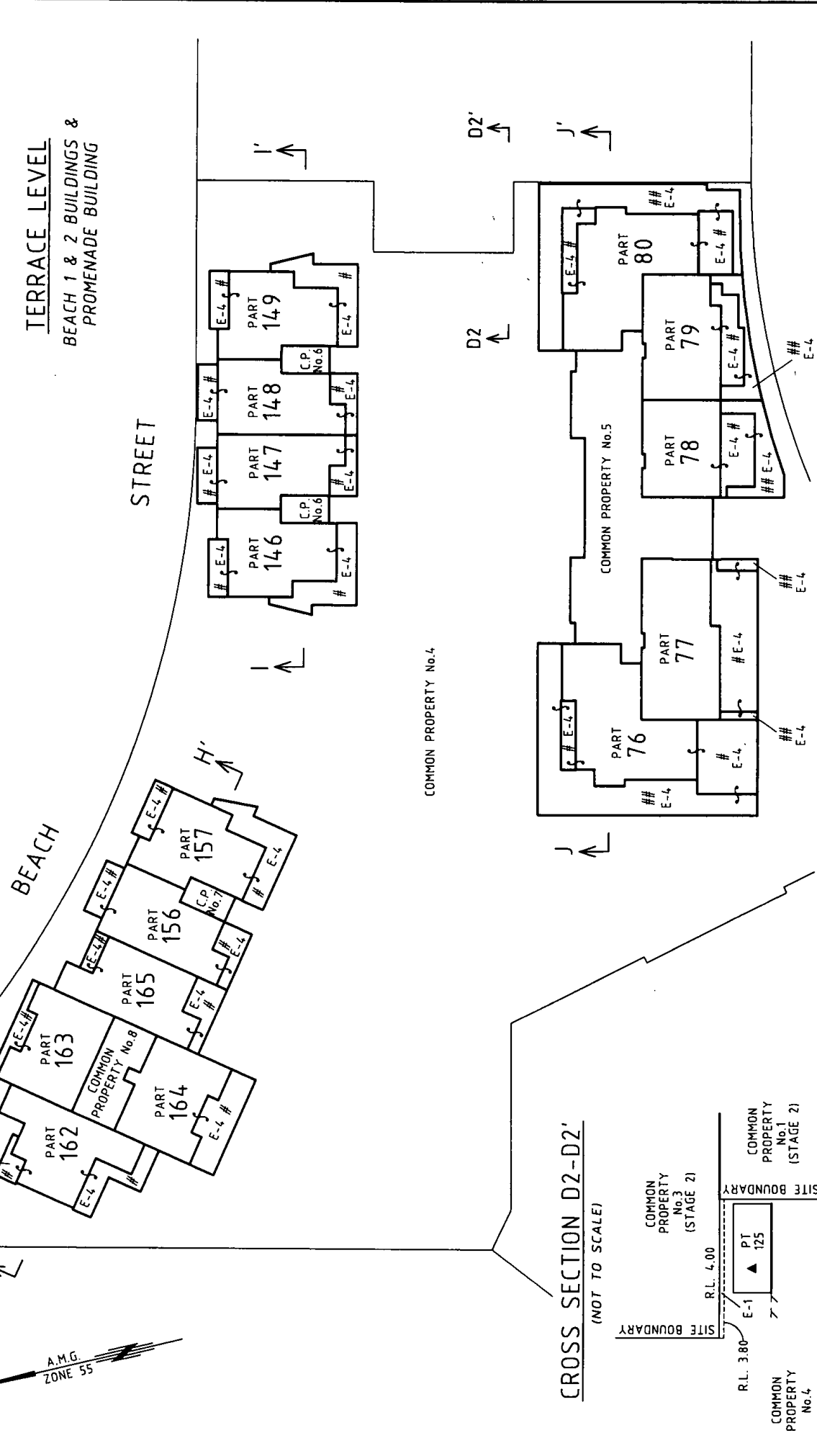
PARRY FRASER & JONES (Vic) P/L
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 Email mail@parryfraserjones.com.au
 A.B.N. 72 112 571 810

GROUND LEVEL

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:300</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT) IAN A. JONES</p> <p>SIGNATURE _____ DATE / /</p> <p>REF 1255-F VERSION 3</p>	<p>SHEET 24</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p>
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PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**
 PLAN NUMBER

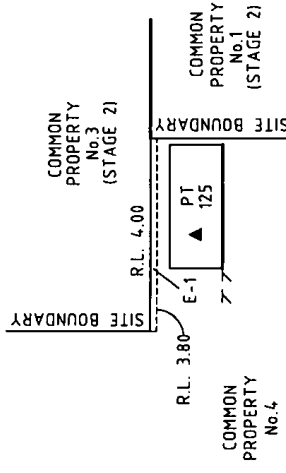


TERRACE LEVEL
 BEACH 1 & 2 BUILDINGS &
 PROMENADE BUILDING

STREET

BEACH

CROSS SECTION D2-D2'
 (NOT TO SCALE)



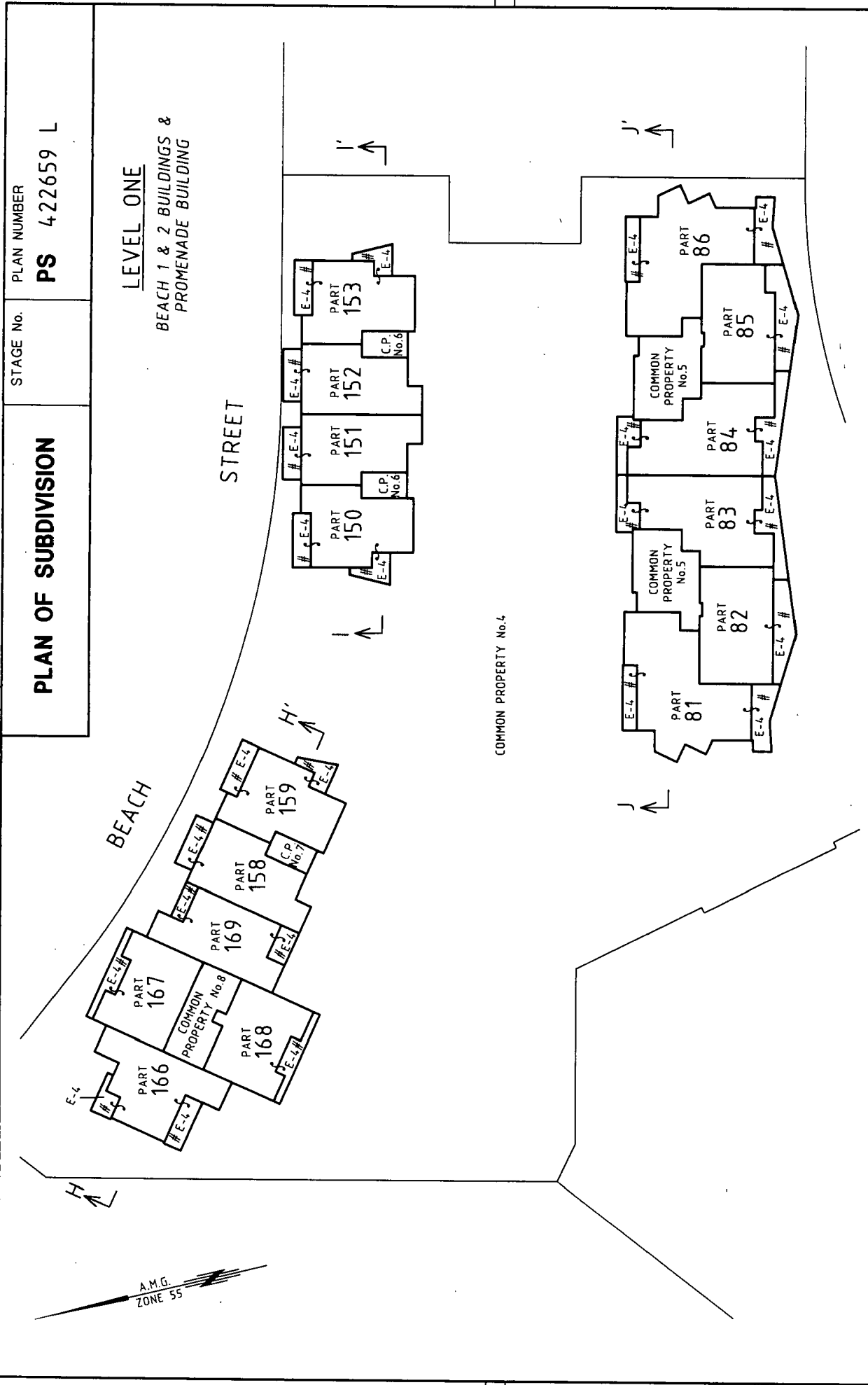
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<p>SIGNATURE</p>	<p>DATE / /</p>	<p>VERSION 3</p>	<p>COUNCIL DELEGATE SIGNATURE</p>
<p>SCALE 1:400</p>	<p>SHEET SIZE A3</p>	<p>REF 1255-F</p>	<p>DATE / /</p>
<p>LENGTHS ARE IN METRES</p>			
<p>0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm</p>			
<p>PARRY FRASER & JONES (Vic) P/L Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 72 112 571 810</p>			
<p>PFJ</p>			

PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

PLAN NUMBER **PS 422659 L**

LEVEL ONE
 BEACH 1 & 2 BUILDINGS &
 PROMENADE BUILDING



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	0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm	PS04H 31/05/05 B-COVE\STAGES\APARTMENT\1255F061			

PLAN OF SUBDIVISION

STAGE No.

PS 422659 L

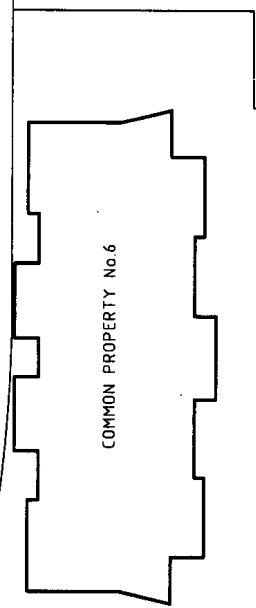
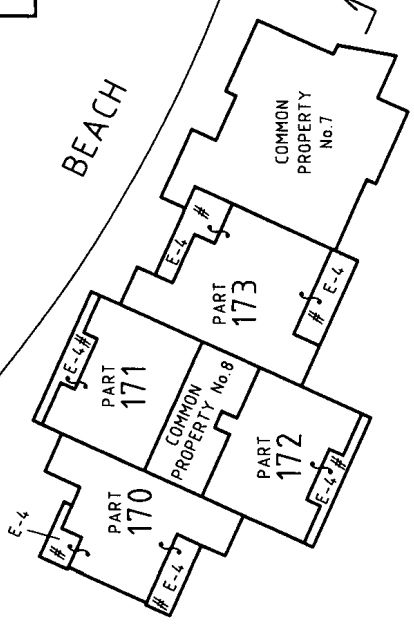
PLAN NUMBER

LEVEL TWO

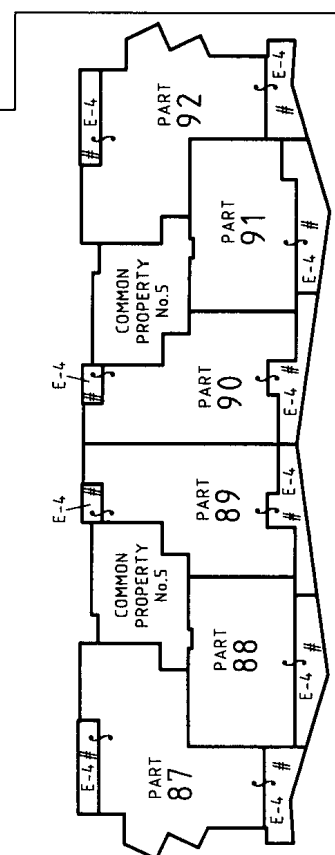
BEACH 1 & 2 BUILDINGS & PROMENADE BUILDING

STREET

BEACH



COMMON PROPERTY No. 4



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SCALE



ORIGINAL SCALE

SHEET SIZE

1:400 A3

LICENSED SURVEYOR (PRINT) IAN A. JONES

SIGNATURE DATE / /

REF 1255-F VERSION 3

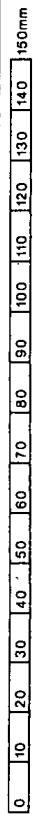
SHEET 27

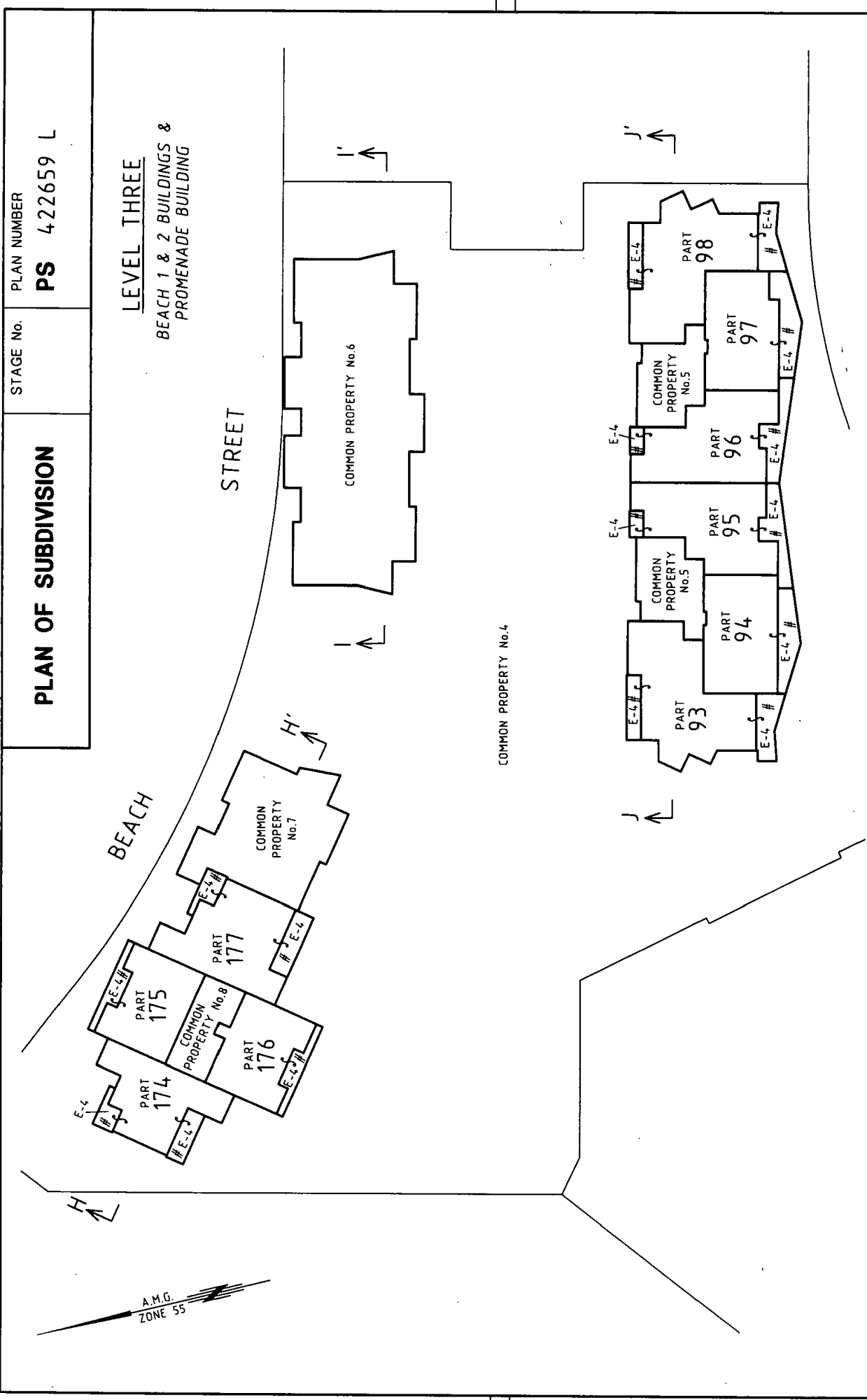
DATE / /

COUNCIL DELEGATE SIGNATURE

PS04H

31/05/05 B-COVE\STAGE\APARTMENT\1255F071





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SCALE

LENGTHS ARE IN METRES

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-------

ORIGINAL SCALE 1:4.00

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES**

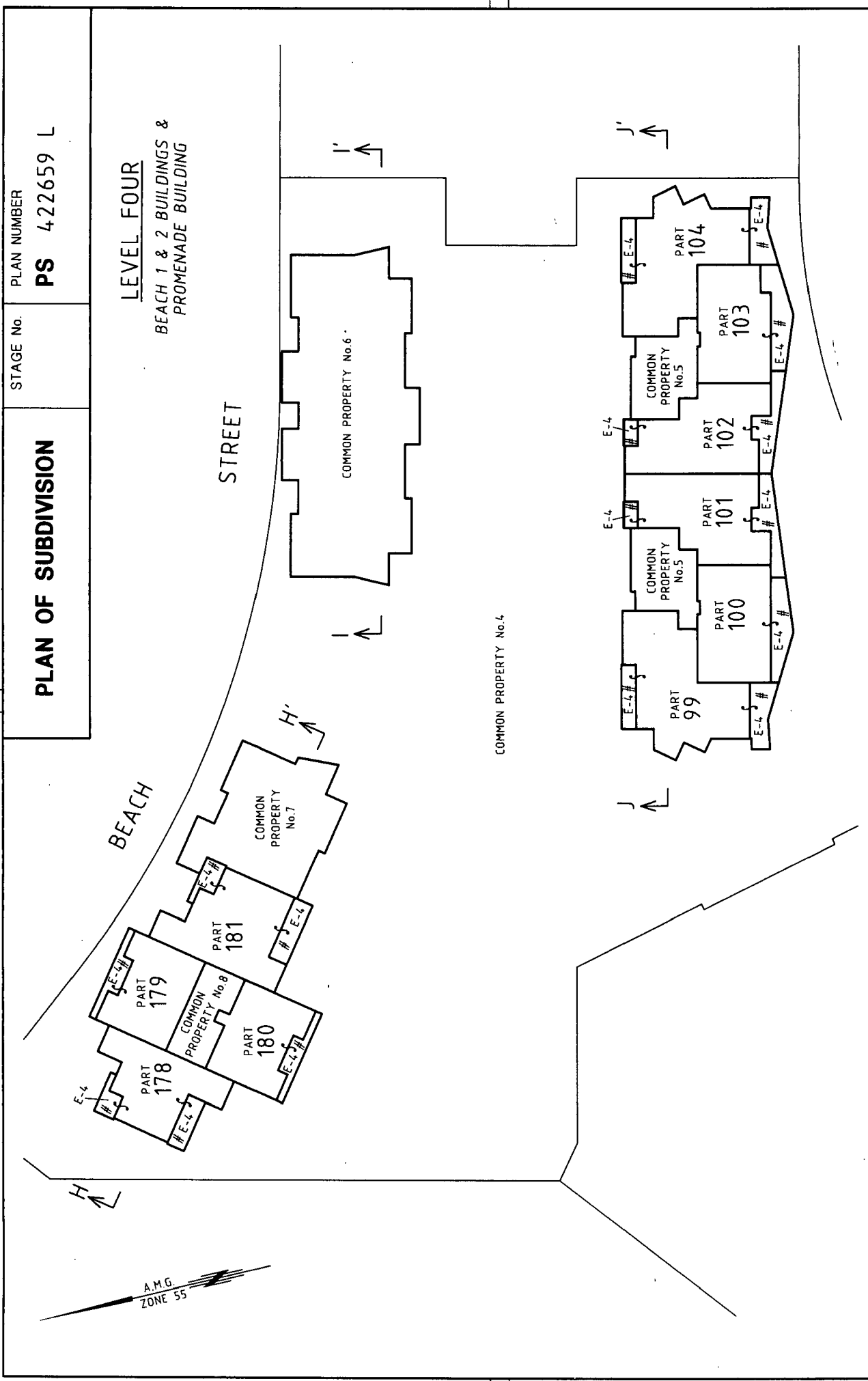
SIGNATURE _____ DATE / /

REF 1255-F VERSION 3

COUNCIL DELEGATE SIGNATURE _____ DATE / /

SHEET 28

31/05/05 B-COVE\STAGE8\APARTMENT\1255F081


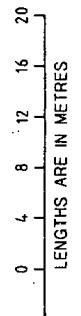


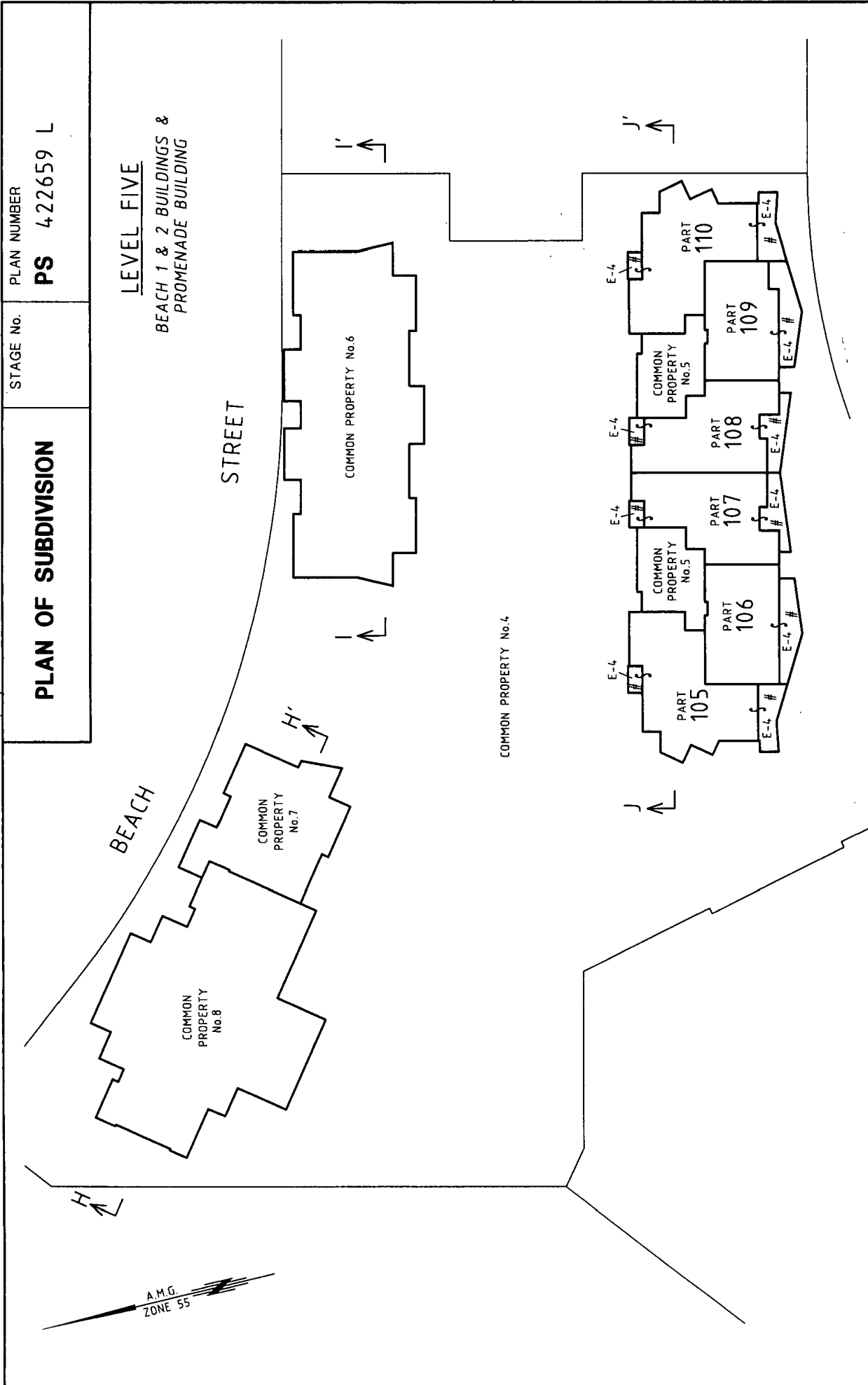
PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

PLAN NUMBER **PS 422659 L**

LEVEL FOUR
 BEACH 1 & 2 BUILDINGS &
 PROMENADE BUILDING

 <p>PARRY FRASER & JONES (Vic) P/L Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 72 112 571 810</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:400</p> <p>SHEET SIZE A3</p>	<p>LICENSED SURVEYOR (PRINT) IAN A. JONES</p> <p>SIGNATURE _____ DATE / /</p> <p>REF 1255-F VERSION 3</p>	<p>SHEET 29</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p>
	<p>31/05/05 B-COVE\STAGES\APARTMENT\1255F091 PS04H</p>			



PLAN OF SUBDIVISION

STAGE No. **PS 422659 L**

PLAN NUMBER

LEVEL FIVE
BEACH 1 & 2 BUILDINGS &
PROMENADE BUILDING

BEACH

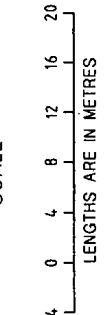
STREET

A.M.G.
 ZONE 55



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 A.B.N. 72 112 571 810

SCALE



ORIGINAL

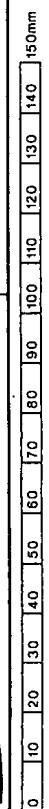
SCALE 1:400
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **IAN A. JONES**

SIGNATURE DATE / /
 REF 1255-F VERSION 3

SHEET 30

DATE / /
 COUNCIL DELEGATE SIGNATURE



PS04H

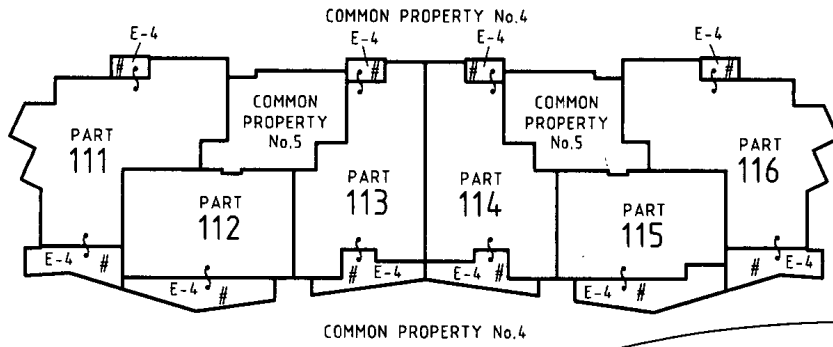
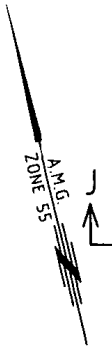
31/05/05 8-COVERSTAGE8\APARTMENT\1255F101

PLAN OF SUBDIVISION

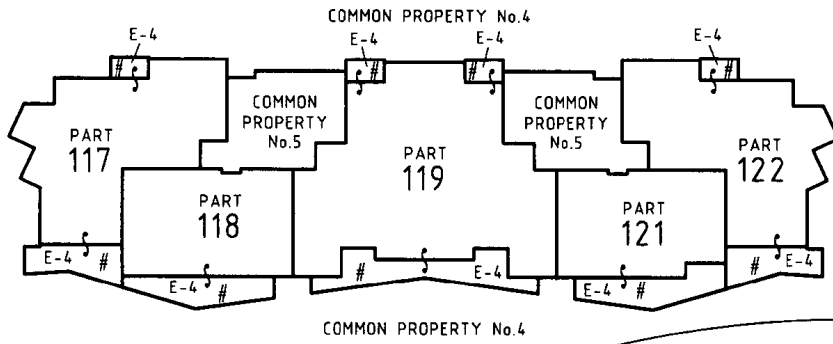
STAGE No.

PLAN NUMBER

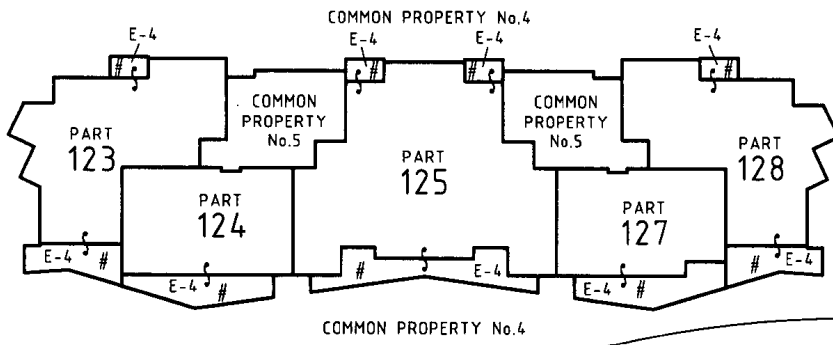
PS 422659 L



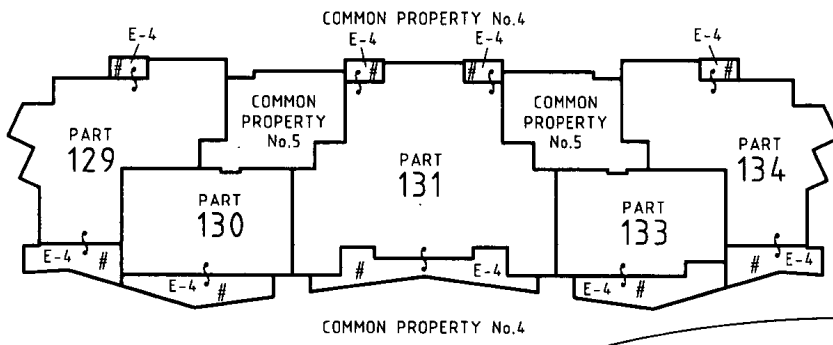
LEVEL SIX
PROMENADE BUILDING



LEVEL SEVEN
PROMENADE BUILDING



LEVEL EIGHT
PROMENADE BUILDING

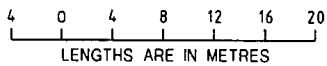


LEVEL NINE
PROMENADE BUILDING



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Email mail@parryfraserjones.com.au
A.B.N. 72 112 571 810

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:4.00 A3

LICENSED SURVEYOR (PRINT) IAN A. JONES

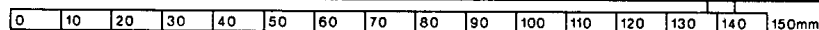
SIGNATURE DATE / /

REF 1255-F VERSION 3

SHEET 31

DATE / /

COUNCIL DELEGATE SIGNATURE



PS03V

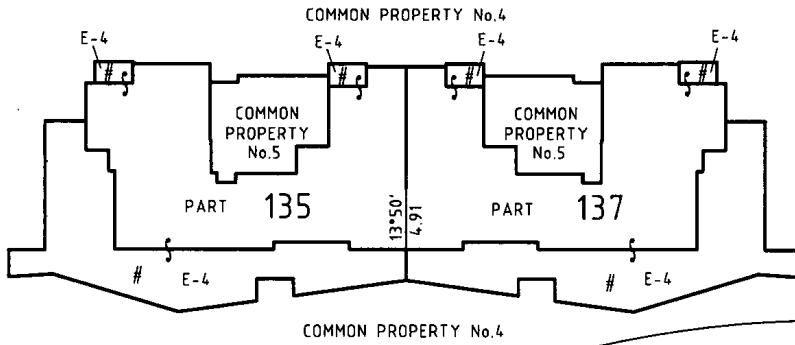
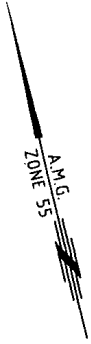
31/05/05 B:\COVE\STAGE8\APARTMENT\1255F111

PLAN OF SUBDIVISION

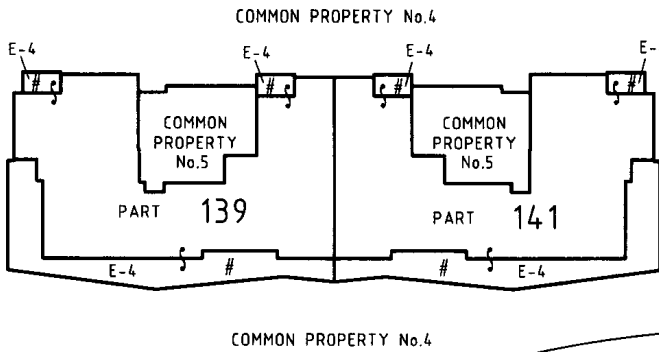
STAGE No.

PLAN NUMBER

PS 422659 L



LEVEL TEN
PROMENADE BUILDING

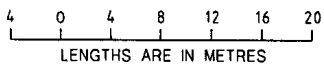


LEVEL ELEVEN
PROMENADE BUILDING



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SCALE

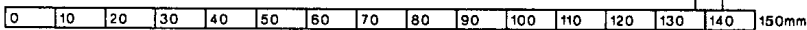


ORIGINAL
SCALE SHEET
SIZE
1:400 A3

LICENSED SURVEYOR (PRINT) ... IAN A. JONES
 SIGNATURE DATE / /
 REF 1255-F VERSION 3

SHEET 32

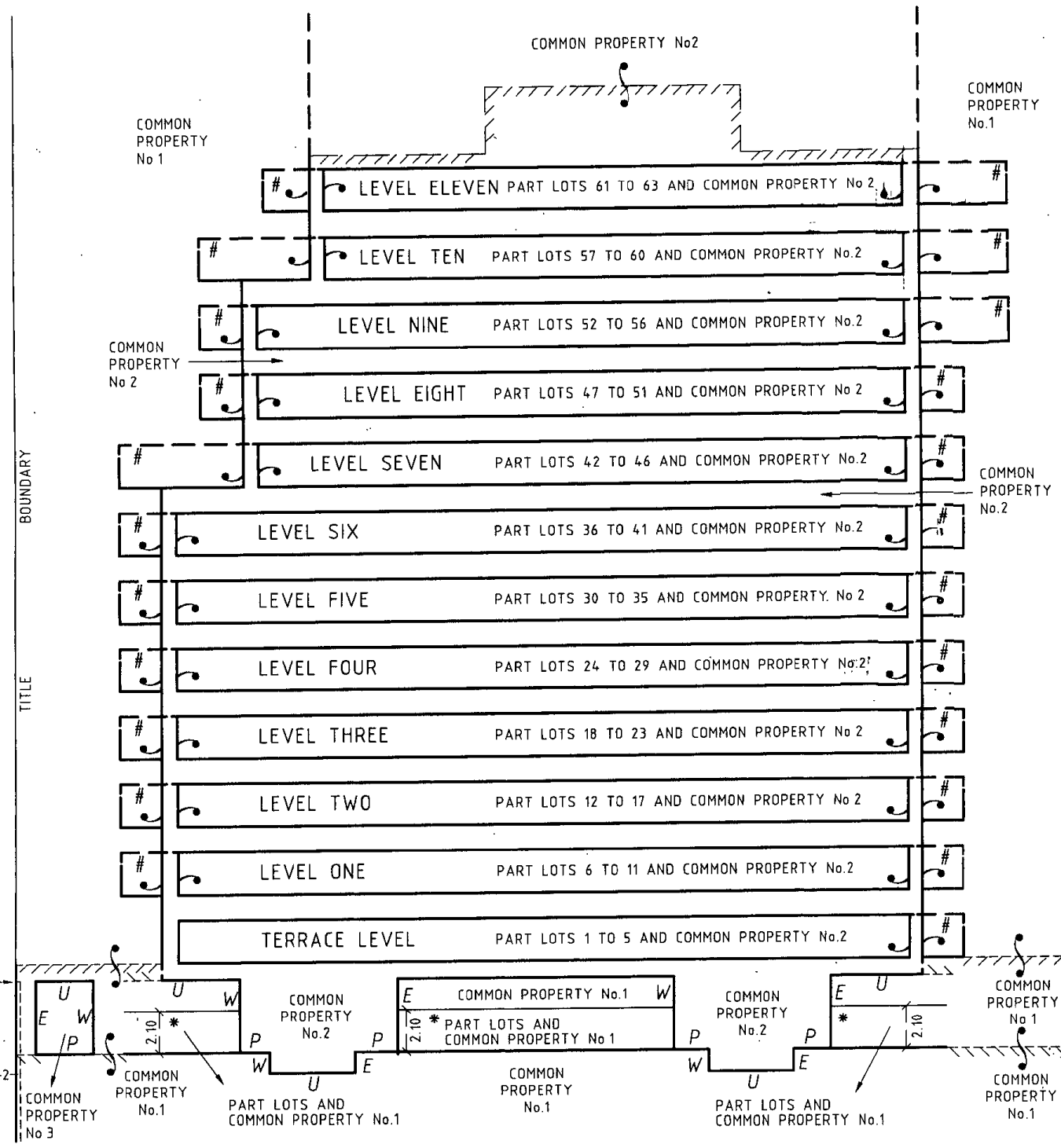
DATE / /
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 422659 L



PFJ **PARRY FRASER & JONES Pty. Ltd.**
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 Email pfj@access.net.au A.C.N. 006 803 096

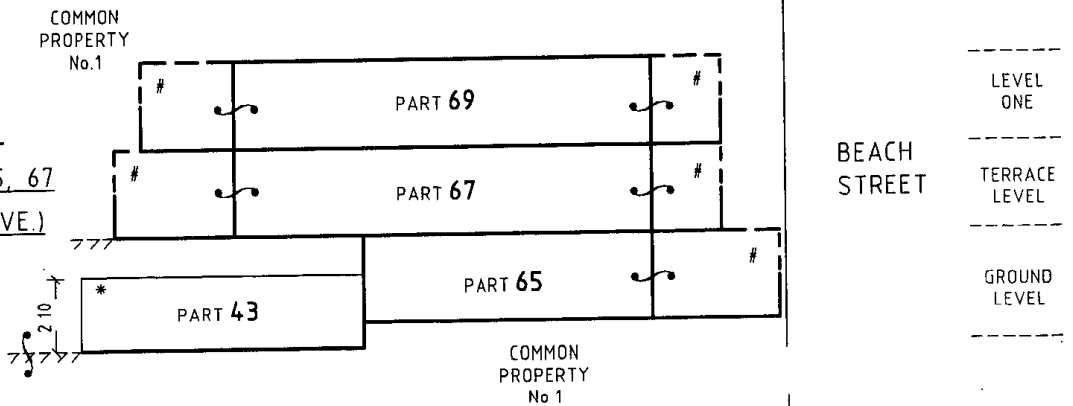
NOTE
 LEVELS SHOWN THUS "R.L. 4.00" ARE TO
 THE AUSTRALIAN HEIGHT DATUM VIDE
 P.M. 219 R.L. 2.006

ELEVATION A (TYPICAL)
 (SOUTHERN ELEVATION)

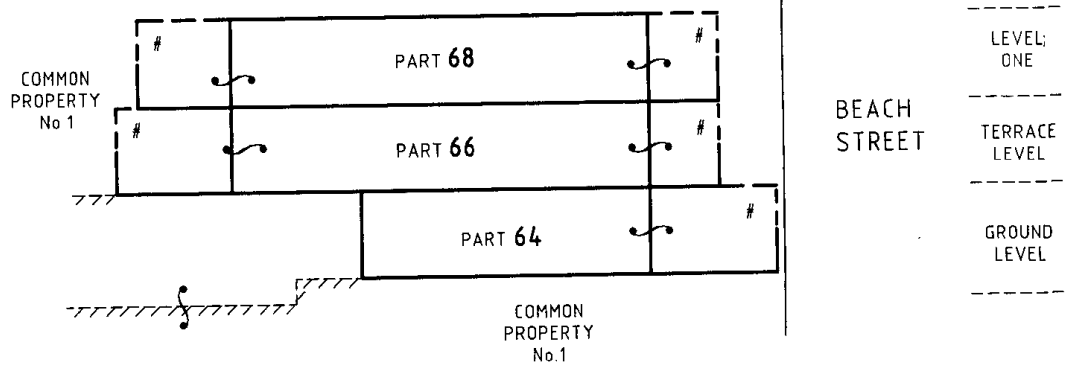
NOT TO SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ... IAN A. JONES	SHEET 33
LENGTHS ARE IN METRES	A3	A3	SIGNATURE DATE / /	DATE / /
			REF 1255-E VERSION 3	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 422659 L
---------------------	-----------	-----------------------------------

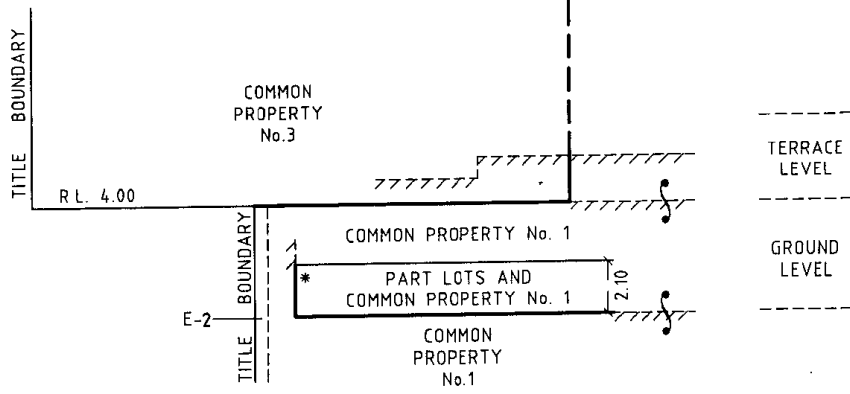
CROSS-SECTION B-B'
(TYPICAL FOR PART LOTS 65, 67 AND 69 TO 75 BOTH INCLUSIVE.)



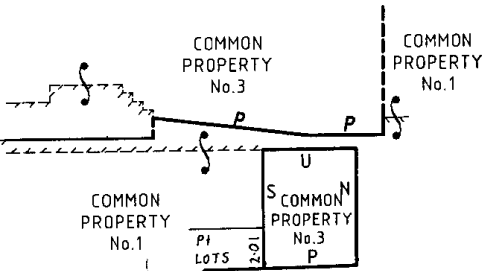
CROSS-SECTION C-C'



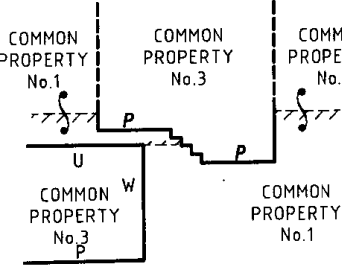
CROSS-SECTION D-D'



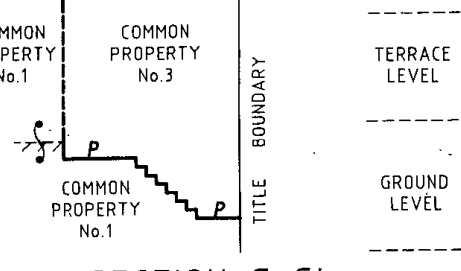
CROSS-SECTION E-E'



CROSS-SECTION F-F'



CROSS-SECTION G-G'



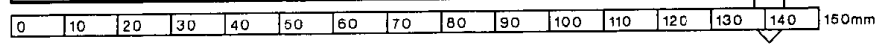
CROSS SECTIONS

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NOTE
LEVELS SHOWN THUS "R.L. 4.00" ARE TO THE AUSTRALIAN HEIGHT DATUM VIDE P.M. 219 R.L. 2.006

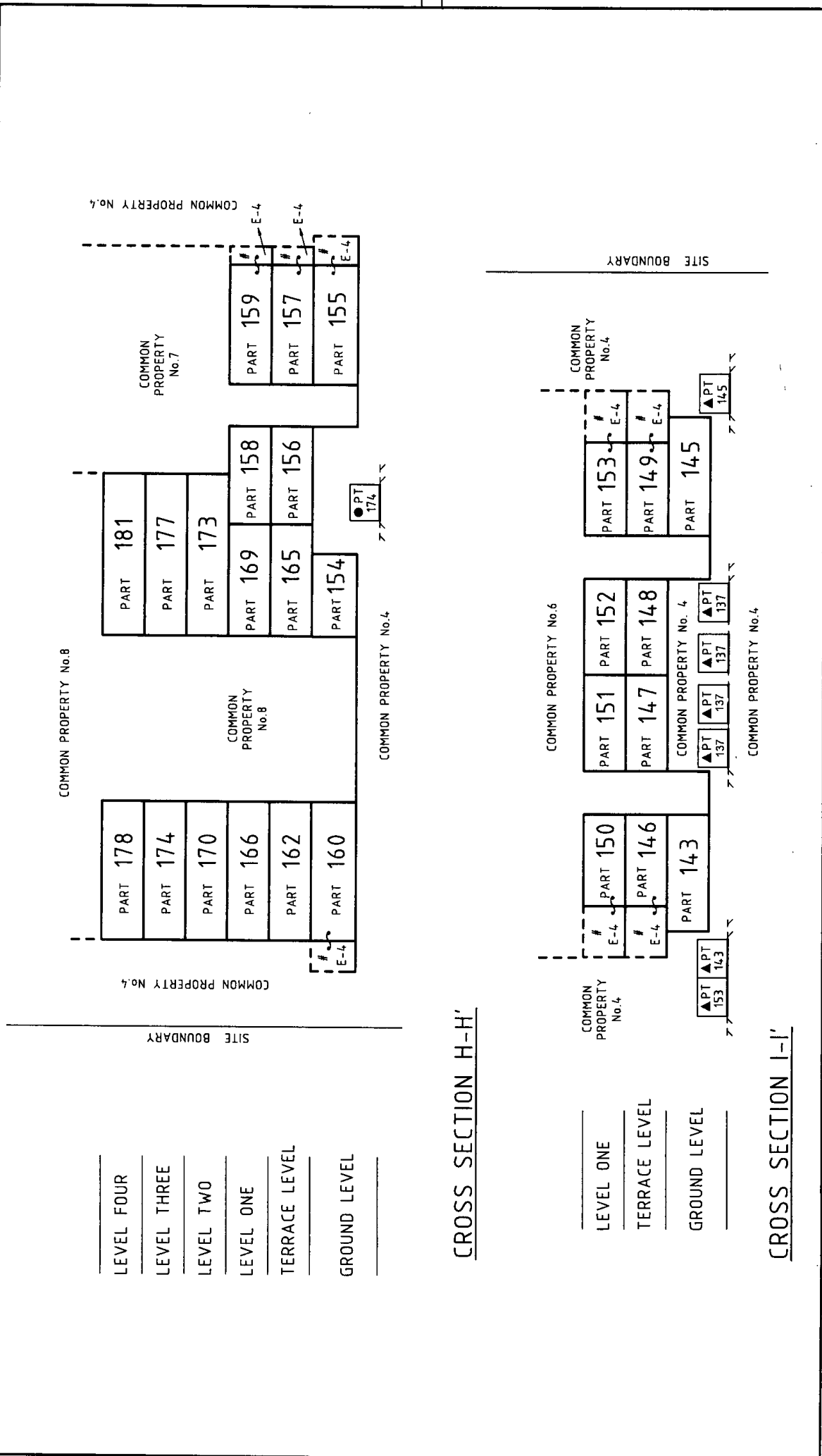
FOR HEIGHT AND DEPTH LIMITATIONS OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) OR A HACHURE (#) SEE NOTATIONS ON SHEET 2

NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE	SHEET SIZE	A3	LICENSED SURVEYOR (PRINT) IAN A. JONES	SHEET 34
	SIGNATURE	DATE / /	REF 1255-E	VERSION 3	DATE / /
					COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No. **PS** PLAN NUMBER **422659 L**



LEVEL FOUR
LEVEL THREE
LEVEL TWO
LEVEL ONE
TERRACE LEVEL
GROUND LEVEL

CROSS SECTION H-H'

LEVEL ONE
TERRACE LEVEL
GROUND LEVEL

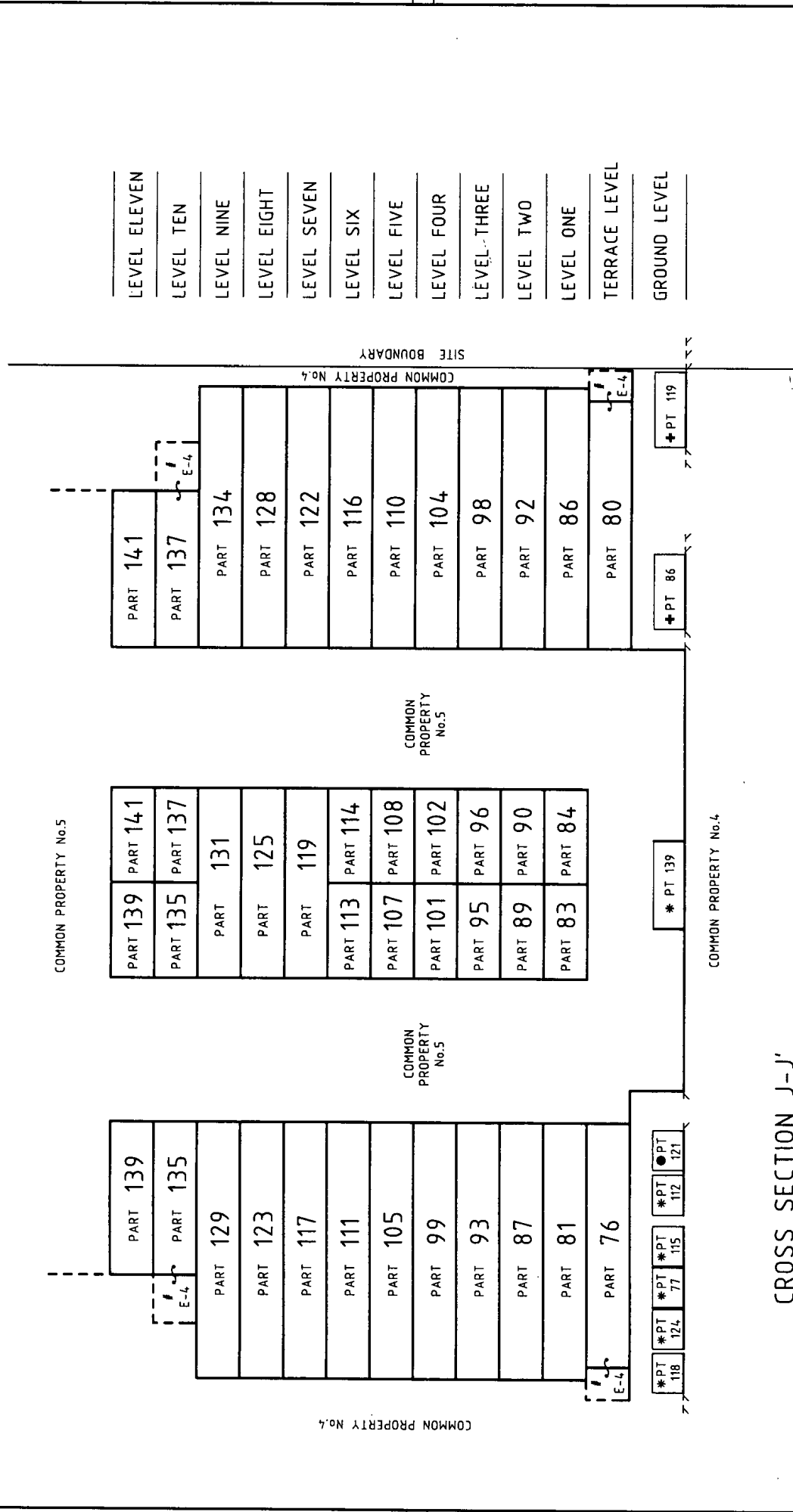
CROSS SECTION I-I'

	PARRY FRASER & JONES (Vic) P/L Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 72 112 571 810	NOT TO SCALE LENGTHS ARE IN METRES 	ORIGINAL SHEET SIZE SCALE A3 ---	LICENSED SURVEYOR (PRINT) IAN A. JONES SIGNATURE DATE / / REF 1255-F VERSION 3	SHEET 35 DATE / / COUNCIL DELEGATE SIGNATURE
	PARRY FRASER & JONES (Vic) P/L Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 72 112 571 810		PS04H 31/05/05 B-COVE\STAGE8\APARTMENT\1255F131		PS04H 31/05/05 B-COVE\STAGE8\APARTMENT\1255F131


PLAN OF SUBDIVISION

PLAN NUMBER
PS 422659 L

STAGE No.



CROSS SECTION J-J'

 <p>PARRY FRASER & JONES (Vic) P/L Consulting Engineers & Surveyors 1 Oxley Road Hawthorn 3122 Ph. (03) 98196991 Fax. (03) 98196994 Email mail@parryfraserjones.com.au A.B.N. 72 112 571 810</p>	<p>NOT TO SCALE</p> <p>LENGTHS ARE IN METRES</p> <p>0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm</p>	<p>ORIGINAL SCALE</p> <p>SHEET SIZE A3</p>	<p>LICENSED SURVEYOR (PRINT) IAN A. JONES</p> <p>SIGNATURE _____ DATE / /</p> <p>REF 1255-F VERSION 3</p>	<p>SHEET 36</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p>
	<p>COMMON PROPERTY No. 4</p>			
	<p>COMMON PROPERTY No. 5</p>			

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 422659 L

CREATION OF RESTRICTION

1. The following restriction is to be created upon registration of this plan of subdivision ("Plan of Subdivision") by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to benefit: Lots 1 to 75 (Both Inclusive) and Common Property No.1, Common Property No. 2 and Common Property No.3.

Land to be burdened: Lots 1 to 75 (Both Inclusive) and Common Property No.1, Common Property No. 2 and Common Property No.3.

2. Description of Restriction:

Except with the written consent of:

(a) Mirvac or its nominee; or

(b) all the registered proprietors of a benefiting Lot on the Plan of Subdivision,

the registered proprietor or proprietors or any occupier of any burdened Lot on the Plan of Subdivision shall not from the date of registration of the Plan of Subdivision;

(a) except as required by law, place, erect or in any way affix, or permit to be placed, erected or in any way affixed by their respective invitees, on or to any part of any burdened Lot or any Common Property any advertising, hoarding or other structure which is intended or is suitable for the display of advertisements or notices nor use or permit any burdened Lot or any Common Property to be used by their respective invitees for the display of advertising or notices unless the advertising, hoarding or other structure:

(i) is erected or affixed onto that part of any Common Property forming a building facade behind which any burdened Lot in respect to which the advertising, hoarding or other structure relates is located and at a height not exceeding 2.50 metres above ground level; and

(ii) is to the satisfaction of the Responsible Authority; and

(iii) is not greater than 420 mm in width and 297 mm in height;

(b) affix, or permit to be affixed by their respective invitees, to any part of any building forming part of any burdened Lot or any Common Property any awnings or shutters;

(c) use or permit any burdened Lot or any part of any Common Property to be used for any trade or business ;

(d) place, erect or in any way affix or permit to be placed, erected or in any way affixed by their respective invitees any structure, fixture or fitting (including any fence) on or to any burdened Lot or any Common Property which forms or is part of a courtyard, terrace or balcony nor use or permit to be used by their respective invitees such burdened Lot or Common Property while any such structure, fitting or fixture remains.

3. For the purposes of this restriction, "Mircvac" means any of Mirvac Projects Pty. Ltd. ACN 001 069 245, Mirvac Constructions Pty. Ltd. ACN 003 353 713, Mirvac Victoria Pty. Ltd. ACN 006 708 363 or any of their related bodies corporate within the meaning of the Corporations Law.

SHEET 37



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 Email pfj@access.net.au A.C.N. 006 803 096

LICENSED SURVEYOR (PRINT) IAN A. JONES

SIGNATURE DATE / /

REF 1255-E VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 422659 L

CREATION OF RESTRICTION

- The following restriction is to be created upon registration of this plan of subdivision ("Plan of Subdivision") by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to benefit: Lots 76 to 119, 121 to 125, 127 to 131, 133 to 135, 137, 139, 141, 143 to 181 (All Inclusive) and Common Property No.4 to Common Property No.8 (Both Inclusive).

Land to be burdened: Lots 76 to 119, 121 to 125, 127 to 131, 133 to 135, 137, 139, 141, 143 to 181 (All Inclusive) and Common Property No.4 to Common Property No.8 (Both Inclusive).

- Description of Restriction:

Except with the written consent of:

- (a) Mirvac or its nominee; or
- (b) all the registered proprietors of a benefiting Lot,

the registered proprietor or proprietors or any occupier of any burdened Lot shall not from the date of registration of the Plan of Subdivision;

- (a) place or erect on or affix to the exterior of any burdened Lot or any part of the burdened Common Property any advertising hoarding or other structure which is intended or is suitable for the display of advertisements nor permit others to do so, except where the advertising hoarding or other structure is required by law;
- (b) affix, or permit to be affixed by their respective invitees, to any part of any building forming part of any burdened Lot or any burdened Common Property any awnings, shutters or external blinds;
- (c) use or permit any burdened Lot or any part of any burdened Common Property to be used for any trade or business;
- (d) place, erect or in any way affix or permit to be placed, erected or in any way affixed by their respective invitees any structure, fixture or fitting (including any fence) on or to any burdened Lot or any burdened Common Property which forms or is part of a courtyard, terrace or balcony nor use or permit to be used by their respective invitees such burdened Lot or burdened Common Property while any such structure, fitting or fixture remains.
- (e) tint, frost or affix any film to any external windows of a building on a burdened Lot.

- For the purposes of this restriction, "Mircac" means any of
 Mirvac Projects Pty. Ltd. ABN 72 001 069 245
 Mirvac Constructions (Vic) Pty. Ltd. ABN 37 088 536 636
 Mirvac (Beacon Cove) Pty. Ltd. ABN 84 066 913 497
 Mirvac Victoria Pty. Ltd. ABN 42 006 708 363
 or any of their related bodies corporate within the meaning of the Corporations Act.



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 Email mail@parryfraserjones.com.au
 A.B.N. 72 112 571 810

LICENSED SURVEYOR (PRINT) IAN A. JONES

SIGNATURE DATE / /

REF 1255-F VERSION 3

SHEET 38

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Owners corporation information
formerly contained on Sheets

39, 40, 41, 42, 43, 44, 45, 46 & 47

of this plan is now available in the
Owners Corporation Search Report

Sheets

40, 41, 42, 43, 44, 45, 46 & 47

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN
 MASTER PLAN (STAGE 1) REGISTERED DATE 29/12/99 TIME 3.31 pm

PLAN NUMBER
PS 422659L

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S3	LOT S4,S5 & B	STAGE 3	W 802160K	15/6/2000	11.45 am	2	G5N
LOT S2	LOTS 1 TO 75 (BI) & COMMON PROPERTY NO.1 TO 3 (BI)	STAGE 2	W 946736F	25/8/2000	2.30 PM	3	G5N
BODY CORP. No 1		SPECIAL RULES RECORDED	X079021Q	22/11/2000	3.00pm	4	G5N
BODY CORP. No 2		SPECIAL RULES RECORDED	X130332W	22/11/2000	3.00 pm	4	G5N
BODY CORP. No 3		SPECIAL RULES RECORDED	X130333T	22/11/2000	3.00 pm	4	G5N
THIS PLAN BODY CORP No.1		ADDITIONAL RULES RECORDED	AB066664V	19.8.02		5	ROBERT MCBAIN
THIS PLAN BODY CORP No.2		ADDITIONAL RULES RECORDED	AB066665T	19.8.02		5	ROBERT MCBAIN
THIS PLAN BODY CORP No.3		ADDITIONAL RULES RECORDED	AB066666R	19.8.02		5	ROBERT MCBAIN
LOTS 35 & 61	LOTS 35A & 61A	REDEVELOPMENT SECTION 32	PS422659L/D1	13/08/03		6	R..W.G.
WARNING: THE IMAGE OF THIS PLAN HAS BEEN DIGITALLY AMENDED NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN.							
LOT S5	LOTS C & S6	STAGE 4	PS422659L/S4	19/04/04	10:29	7	H.L.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS422659L

The land in PS422659L is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 8, Lots 1 - 34, 35A, 36 - 60, 61A, 62 - 119, 121 - 125, 127 - 131, 133 - 135, 137, 139, 141, 143 - 181.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL419622M 14/10/2014

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. AG429993L 31/03/2009

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 1 are entitled to use Common Property No. 1. Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5. Only the members of Owners Corporation 6 are entitled to use Common Property No. 6. Only the members of Owners Corporation 7 are entitled to use Common Property No. 7. Only the members of Owners Corporation 8 are entitled to use Common Property No. 8.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0



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Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS422659L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Lot 1	84	72
Lot 2	48	42
Lot 3	36	31
Lot 4	70	60
Lot 5	84	72
Lot 6	85	73
Lot 7	49	42
Lot 8	68	58
Lot 9	68	58
Lot 10	49	42
Lot 11	85	73
Lot 12	86	74
Lot 13	49	43
Lot 14	69	59
Lot 15	69	59
Lot 16	49	43
Lot 17	86	74
Lot 18	87	74
Lot 19	50	44
Lot 20	69	59
Lot 21	69	59
Lot 22	50	44
Lot 23	87	74
Lot 24	87	75
Lot 25	51	44



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OWNERS CORPORATION 3
PLAN NO. PS422659L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 26	71	61
Lot 27	71	61
Lot 28	51	44
Lot 29	87	75
Lot 30	89	77
Lot 31	53	46
Lot 32	71	61
Lot 33	71	61
Lot 34	53	46
Lot 35A	89	77
Lot 36	90	77
Lot 37	53	46
Lot 38	72	62
Lot 39	72	62
Lot 40	53	46
Lot 41	90	77
Lot 42	90	78
Lot 43	54	47
Lot 44	73	62
Lot 45	73	62
Lot 46	94	81
Lot 47	91	78
Lot 48	55	48
Lot 49	73	63
Lot 50	73	63
Lot 51	91	78
Lot 52	92	80
Lot 53	56	48
Lot 54	75	64



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OWNERS CORPORATION 3
PLAN NO. PS422659L

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 55	75	64
Lot 56	92	80
Lot 57	92	80
Lot 58	57	50
Lot 59	57	50
Lot 60	95	82
Lot 61A	101	89
Lot 62	82	70
Lot 63	95	82
Lot 64	30	26
Lot 65	30	26
Lot 66	41	36
Lot 67	40	34
Lot 68	41	36
Lot 69	40	34
Lot 70	30	26
Lot 71	30	26
Lot 72	40	34
Lot 73	41	36
Lot 74	40	34
Lot 75	41	36
Lot 76	64	74
Lot 77	54	61
Lot 78	28	31
Lot 79	37	42
Lot 80	64	74
Lot 81	66	75
Lot 82	38	42
Lot 83	52	60



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Owners Corporation Search Report

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**OWNERS CORPORATION 3
PLAN NO. PS422659L**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 84	52	60
Lot 85	38	42
Lot 86	66	75
Lot 87	66	76
Lot 88	38	43
Lot 89	53	61
Lot 90	53	61
Lot 91	38	43
Lot 92	66	76
Lot 93	67	76
Lot 94	39	44
Lot 95	53	61
Lot 96	53	61
Lot 97	39	44
Lot 98	67	76
Lot 99	67	77
Lot 100	39	44
Lot 101	54	63
Lot 102	54	63
Lot 103	39	44
Lot 104	67	77
Lot 105	69	79
Lot 106	41	46
Lot 107	55	62
Lot 108	55	62
Lot 109	41	46
Lot 110	69	79
Lot 111	69	79
Lot 112	41	46



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Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

OWNERS CORPORATION 3
PLAN NO. PS422659L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 113	56	64
Lot 114	56	64
Lot 115	41	46
Lot 116	69	79
Lot 117	70	80
Lot 118	42	47
Lot 119	113	129
Lot 121	42	47
Lot 122	70	80
Lot 123	70	80
Lot 124	42	48
Lot 125	114	130
Lot 127	42	48
Lot 128	70	80
Lot 129	71	82
Lot 130	43	49
Lot 131	116	132
Lot 133	43	50
Lot 134	71	82
Lot 135	141	163
Lot 137	141	163
Lot 139	141	163
Lot 141	141	163
Lot 143	22	25
Lot 144	27	30
Lot 145	23	26
Lot 146	32	36
Lot 147	31	34
Lot 148	31	34



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Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS422659L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 149	32	36
Lot 150	32	36
Lot 151	31	34
Lot 152	31	34
Lot 153	32	36
Lot 154	27	30
Lot 155	23	26
Lot 156	31	34
Lot 157	32	36
Lot 158	31	34
Lot 159	32	36
Lot 160	27	30
Lot 161	22	25
Lot 162	34	39
Lot 163	32	36
Lot 164	33	37
Lot 165	33	37
Lot 166	35	39
Lot 167	33	37
Lot 168	34	38
Lot 169	34	38
Lot 170	35	40
Lot 171	33	37
Lot 172	34	39
Lot 173	38	43
Lot 174	36	40
Lot 175	34	38
Lot 176	34	39
Lot 177	39	44



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 3
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 178	36	41
Lot 179	34	39
Lot 180	35	39
Lot 181	39	44
Total	10000.00	10000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/05/2021 10:33:31 AM

OWNERS CORPORATION 4
PLAN NO. PS422659L

The land in PS422659L is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 76 - 119, 121 - 125, 127 - 131, 133 - 135, 137, 139, 141, 143 - 181.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL419622M 14/10/2014

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. AG430011X 31/03/2009

Additional Owners Corporation Information:

NIL

Notations:

Lots 76 to 119, 121 to 125, 127 to 131, 133 to 135, 137, 139 & 141 (all inclusive) are also affected by Owners Corporation Nos. 3 & 5. Lots 143 to 153 (both inclusive) are also affected by Owners Corporation Nos. 3 & 6. Lots 154 to 159 (both inclusive) are also affected by Owners Corporation Nos. 3 & 7. Lots 160 to 181 (both inclusive) are also affected by Owners Corporation Nos. 3 & 8. Folio of the Register for Common Property No. 4 is in the name of Owners Corporation No. 3.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 76	129	129
Lot 77	107	107
Lot 78	55	55
Lot 79	74	74



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 4
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 80	129	129
Lot 81	132	132
Lot 82	75	75
Lot 83	105	105
Lot 84	105	105
Lot 85	75	75
Lot 86	132	132
Lot 87	133	133
Lot 88	76	76
Lot 89	106	106
Lot 90	106	106
Lot 91	76	76
Lot 92	133	133
Lot 93	134	134
Lot 94	77	77
Lot 95	107	107
Lot 96	107	107
Lot 97	77	77
Lot 98	134	134
Lot 99	135	135
Lot 100	78	78
Lot 101	109	109
Lot 102	109	109
Lot 103	78	78
Lot 104	135	135
Lot 105	137	137
Lot 106	81	81
Lot 107	110	110
Lot 108	110	110



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 4
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 109	81	81
Lot 110	137	137
Lot 111	138	138
Lot 112	82	82
Lot 113	111	111
Lot 114	111	111
Lot 115	82	82
Lot 116	138	138
Lot 117	140	140
Lot 118	83	83
Lot 119	225	225
Lot 121	83	83
Lot 122	140	140
Lot 123	141	141
Lot 124	84	84
Lot 125	226	226
Lot 127	84	84
Lot 128	141	141
Lot 129	143	143
Lot 130	86	86
Lot 131	230	230
Lot 133	86	86
Lot 134	143	143
Lot 135	284	284
Lot 137	284	284
Lot 139	284	284
Lot 141	284	284
Lot 143	46	46
Lot 144	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 4
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 145	47	47
Lot 146	64	64
Lot 147	61	61
Lot 148	61	61
Lot 149	64	64
Lot 150	64	64
Lot 151	61	61
Lot 152	61	61
Lot 153	64	64
Lot 154	55	55
Lot 155	47	47
Lot 156	61	61
Lot 157	64	64
Lot 158	61	61
Lot 159	64	64
Lot 160	53	53
Lot 161	45	45
Lot 162	68	68
Lot 163	64	64
Lot 164	66	66
Lot 165	66	66
Lot 166	69	69
Lot 167	65	65
Lot 168	67	67
Lot 169	67	67
Lot 170	71	71
Lot 171	66	66
Lot 172	68	68
Lot 173	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 4
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 174	72	72
Lot 175	67	67
Lot 176	68	68
Lot 177	77	77
Lot 178	73	73
Lot 179	68	68
Lot 180	69	69
Lot 181	78	78
Total	10000.00	10000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/05/2021 10:33:31 AM

OWNERS CORPORATION 8
PLAN NO. PS422659L

The land in PS422659L is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 8, Lots 160 - 181.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL419622M 14/10/2014

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. AG430129X 31/03/2009

Additional Owners Corporation Information:

NIL

Notations:

Lots 160 to 181 (both inclusive) are also affected by Owners Corporation Nos. 3 & 4. Folio of the Register for Common Property No. 8 is in the name of Owners Corporation No. 3.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 8	0	0
Lot 160	354	354
Lot 161	301	301
Lot 162	460	460
Lot 163	432	432
Lot 164	446	446



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/05/2021 10:33:31 AM

**OWNERS CORPORATION 8
PLAN NO. PS422659L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 165	446	446
Lot 166	467	467
Lot 167	439	439
Lot 168	453	453
Lot 169	453	453
Lot 170	474	474
Lot 171	446	446
Lot 172	460	460
Lot 173	513	513
Lot 174	481	481
Lot 175	453	453
Lot 176	460	460
Lot 177	520	520
Lot 178	488	488
Lot 179	460	460
Lot 180	467	467
Lot 181	527	527
Total	10000.00	10000.00

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

Statement End.

Planning Certificate



PROPERTY DETAILS

Property Address: UNIT 2GO, 159 Beach Street PORT MELBOURNE VIC 3207

Title Particulars: Vol 10911 Fol 880

Vendor: TOSHI BURROWS

Purchaser: N/A

Certificate No: 68358730

Date: 01/06/2021

Matter Ref: 210039 Burrows

Client: Cetrola Legal



MUNICIPALITY

PORT PHILLIP



PLANNING SCHEME

PORT PHILLIP PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

PORT PHILLIP CITY COUNCIL



ZONE

RESIDENTIAL GROWTH ZONE - SCHEDULE 1



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE



PROPOSED PLANNING SCHEME AMENDMENTS

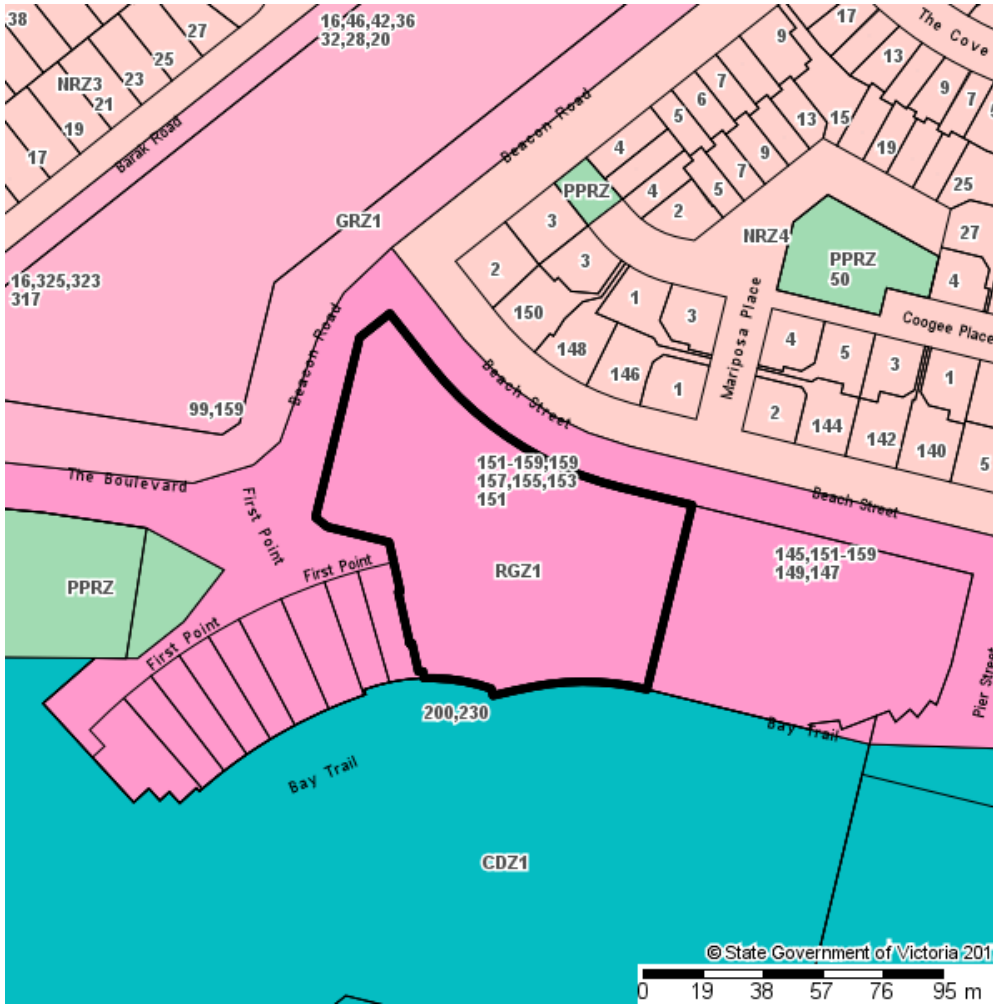
NOT APPLICABLE



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

PLANNING ZONE MAP



- ZONING**
- COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1
 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
 - NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
 - NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4
 - PUBLIC PARK AND RECREATION ZONE
 - RESIDENTIAL GROWTH ZONE - SCHEDULE 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



**LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
AND
VALUATION CERTIFICATE
(Section 13DJ VLA 1960)**

Certificate No: 6080/2021
Assess No: 616712
Issue Date: 07-Jun-2021

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council and specified flood level by the council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

**SAI GLOBAL PROPERTY DIVISION PTY LTD
PO BOX 5420
SYDNEY NSW 2001**

Your Ref: 68358730:104016459:73797

<u>Property</u>	<u>Title Details</u>
2G0/159 Beach Street, PORT MELBOURNE VIC 3207	10911 880 Lot 161 PS 422659L

Level of Valuation Date: 01 Jan 2020

Valuation Effective Date: 01 Jul 2020

Site Value	Capital Improved Value	Net Annual Value
\$175,000	\$590,000	\$29,500

1 July 2020 to 30 June 2021

Levy for Year Ending 30 June 2021 – Due 15 Feb 2021		
General Rate	\$	1,099.80
Fire Services Property Levy	\$	144.85
Special Rate (if applicable)	\$	0.00
Waste Bin Charge (if applicable)	\$	0.00
Arrears and Additional Charges/Adjustments		
Arrears: Inc. General Rate, Interest, Legal Costs & Special Rate (if applicable) to 30 Jun 2020	\$	0.00
Current Interest as at	\$	0.00
Current Legal Charges	\$	0.00
Less Rates and Payments		
Rebates (inc. \$50 Fire Services Property Levy Rebate, if eligible)	\$	-466.00
Payments (subject to clearance)	\$	-693.65
Refunds	\$	0.00
TOTAL DUE	\$	85.00

PLEASE NOTE: Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 10%.

Important Note regarding Parking Permits: Not all residential properties are eligible for some parking permit types. As of 1 October 2002, Council's **No Parking Permit Policy** was extended to include all new residential developments where the number of households increased on a property, irrespective of the level of off street parking provided. For further information please visit www.portphillip.vic.gov.au/resident-visitor-foreshore-parking-permits.htm ☎ Assist on 03 9209 6777.

<p>PEXA Payments Biller Code: 8672 Reference: 0500 0616 7129 Please email Notice of Acquisition to: rates@portphillip.vic.gov.au</p>



**LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
AND
VALUATION CERTIFICATE
(Section 13DJ VLA 1960)**

Certificate No: 6080/2021
Assess No: 616712
Issue Date: 07-Jun-2021

ABN 21 762 977 945

Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 229 of the *Local Government Act 1989*. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 802 & 806 of the *Building Regulations 2006*.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 326(2) of the *Building Regulations 2006* may be obtained from Councils Building Department. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Regulation 802 or is in an area of designated land or works within the meaning of Regulation 806 of the *Building Regulations 2006*. For further information contact the City of Port Phillip Building Department on ☎ (03) 9209 6253.

Notices and Orders

The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council:

No Notices/Orders Applicable

Cultural and Recreation Lands Act 1963

The potential liability for rates under the Cultural and Recreational Land Act 1963

Total Liability:
\$ NIL

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988

Total Money Owed:
\$ NIL

Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989

Total Liability:
\$ NIL

Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989

The subject property has not been subject to a Private Street Scheme.

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

This Certificate expires three (3) months from the date of issue.

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

SAI GLOBAL - PSP
 E-mail:
 authority@property.saiglobal.com

Statement for property:
 UNIT G02 LOT 161 159 BEACH
 STREET PORT MELBOURNE 3207
 161 PS 422659

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
09A//03611/01379	68358730:104016461	01 JUNE 2021	39001195

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/04/2021 to 30/06/2021	\$26.08

(b) By South East Water

Water Service Charge	01/04/2021 to 30/06/2021	\$25.53
Sewerage Service Charge	01/04/2021 to 30/06/2021	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Usage Charges*	Billed until 7/5/2021	\$6.46
Payments		\$118.41
TOTAL UNPAID BALANCE		\$111.70

- The meter at the property was last read on 07/05/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.54 per day
Sewage Disposal Charge	\$0.17 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



MIKALA HEHIR
 GENERAL MANAGER
 CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
 PO Box 2268, Seaford, VIC 3198

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Your property is traversed by or is within the vicinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit www.melbournewater.com.au or contact 131722.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

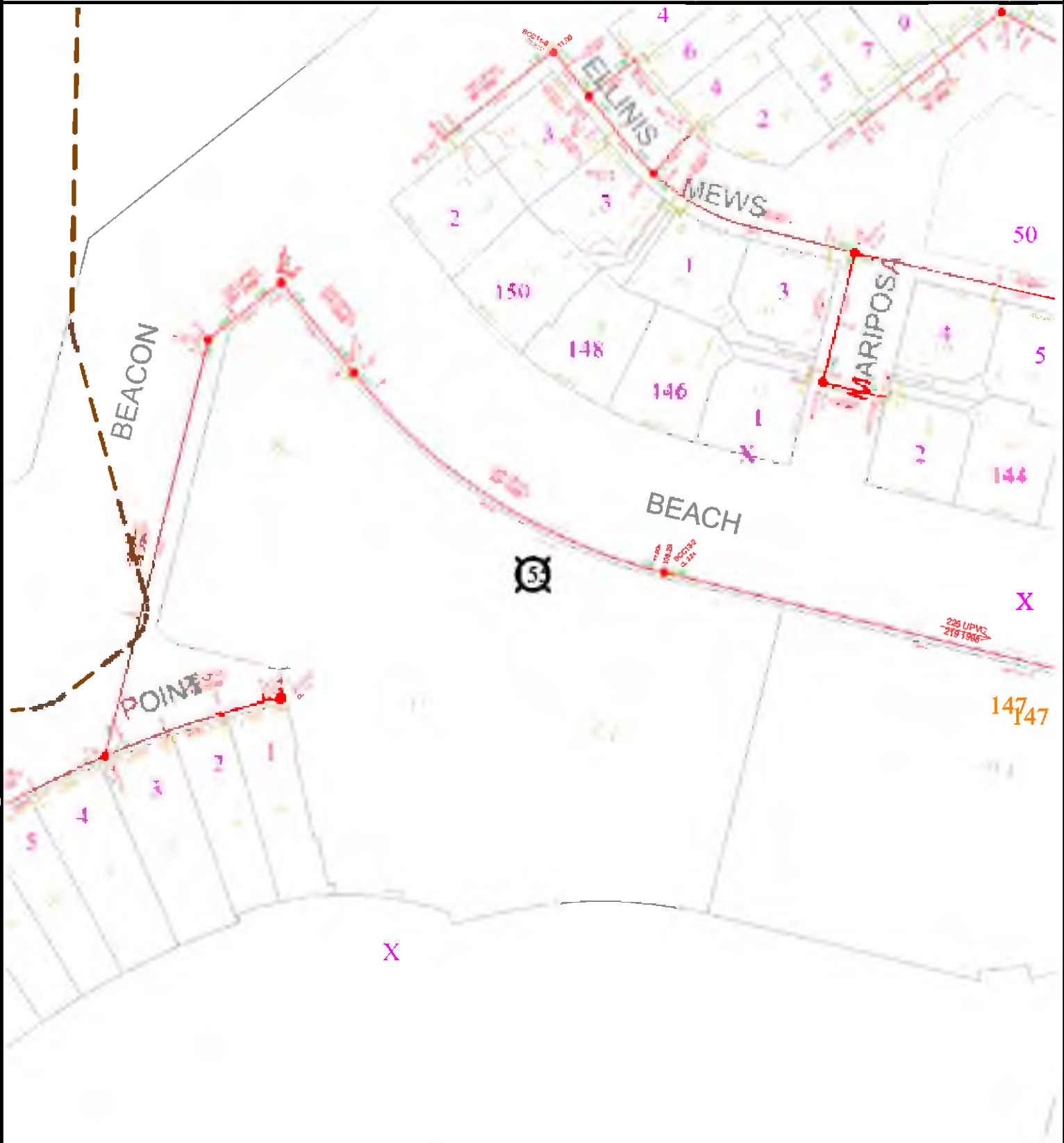
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



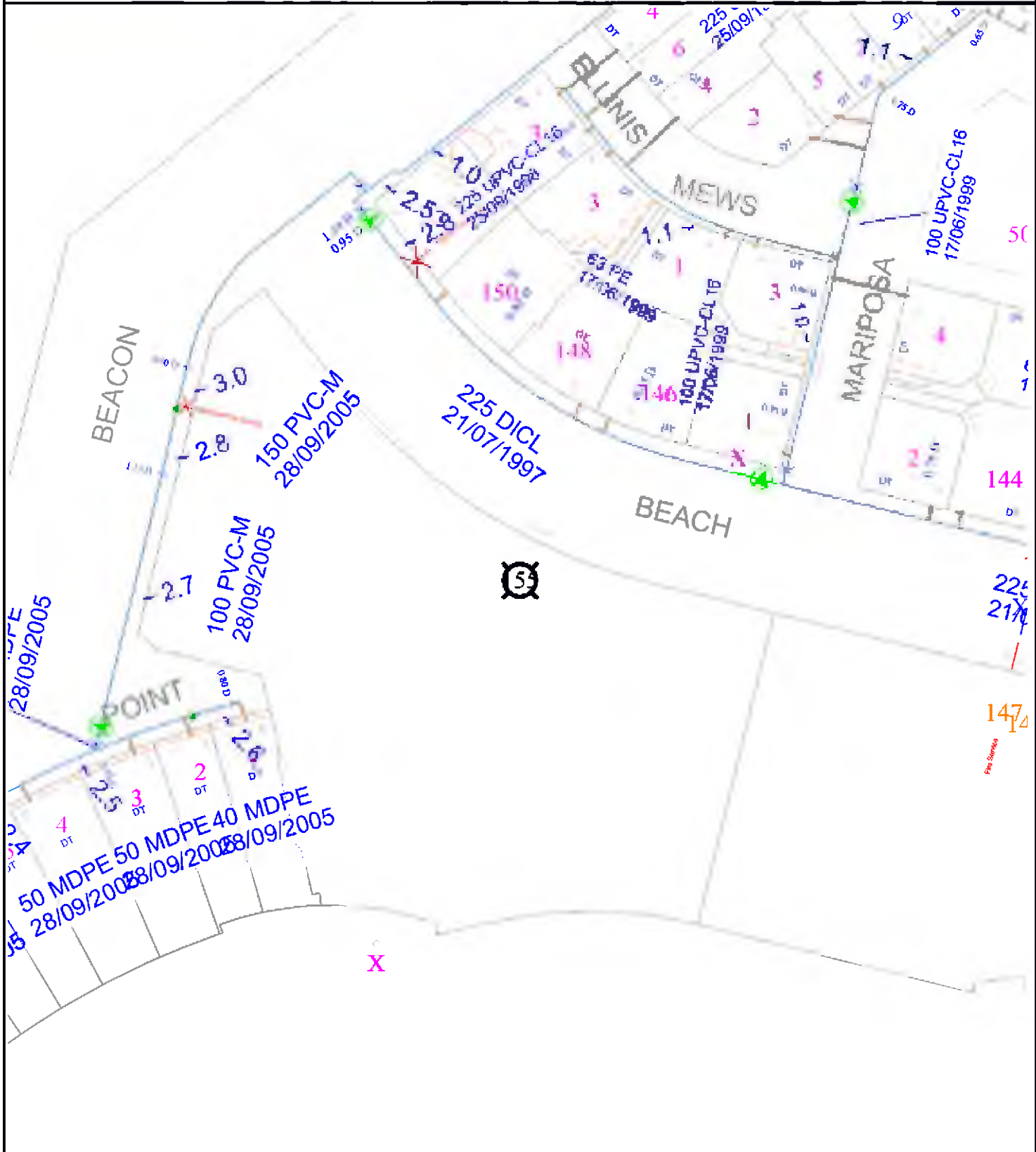
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



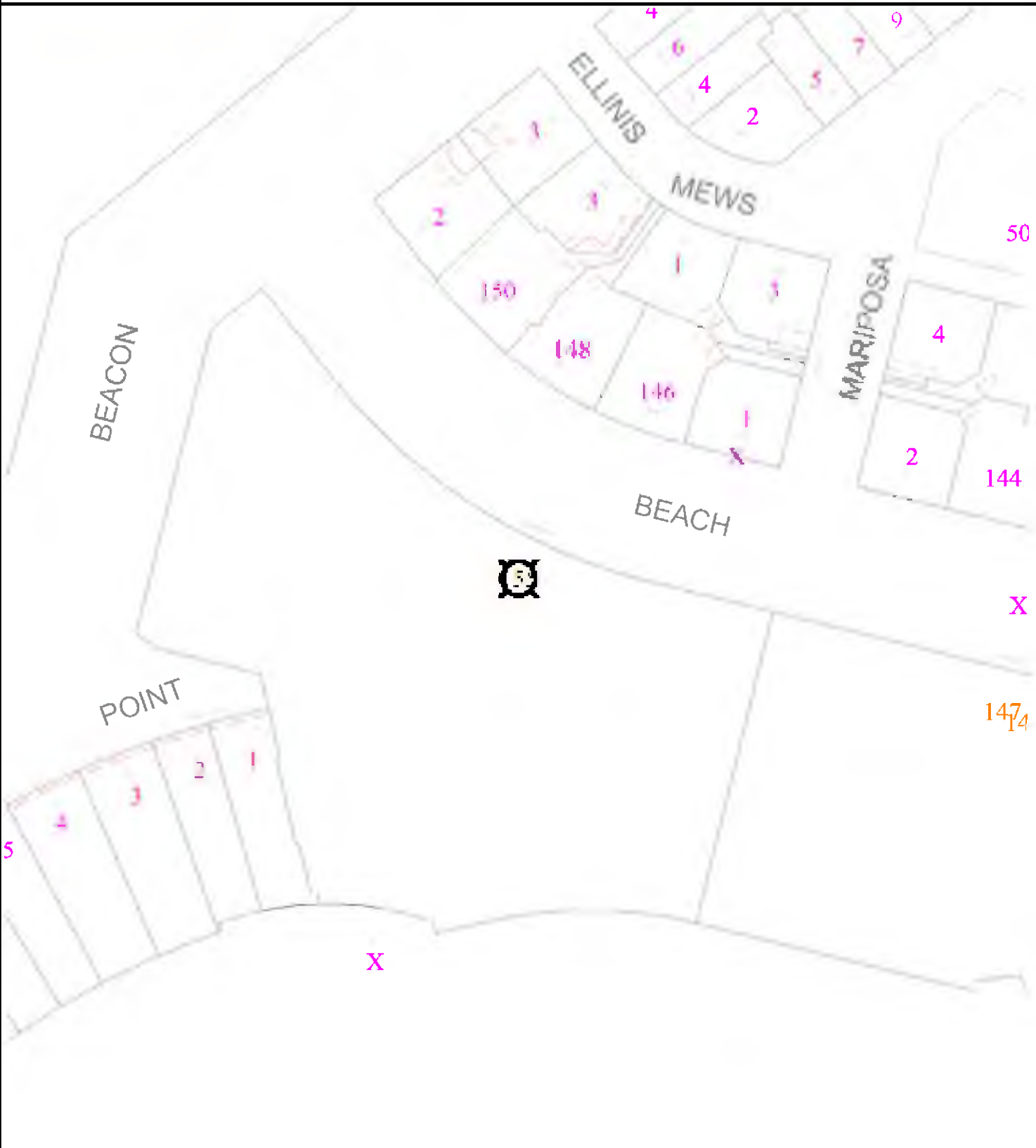
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Recycled Water Main Valve
	Recycled Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



CETROLA LEGAL VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 68358730:104016460

Certificate No: 47550323

Issue Date: 01 JUN 2021

Enquiries: ESYSPROD

Land Address: UNIT 2GO, 159 BEACH STREET PORT MELBOURNE VIC 3207

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33583770	161	422659	10911	880	\$0.00

Vendor: TOSHI BURROWS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS TOSHIE BURROWS	2021	\$175,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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 IMP VALUE: \$590,000

SITE VALUE: \$175,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47550323

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$175,000

Calculated as \$0 plus (\$175,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47550323

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 47550323

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No: **422659L OC3 –Swimming Pool**

Address: **Beacon Cove, 145 – 159 Beach Street, Port Melbourne VIC 3207**

This certificate is issued for Lot **161** on Plan of Subdivision No **422659L OC3**

Address known as: G02/159 Beach Street, Port Melbourne VIC 3207

Applicant for the certificate is **SAI Global**

Address for delivery of certificate: property.certificate@saiglobal.com

Date that the application was received: 1 June 2021

IMPORTANT INFORMATION: The information in this certificate is issued on **4 June 2021**

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2007, Regulations 10, 11 & 12 and Owners Corporation Act 2006, Section 151.

The purchaser is to take note of the state of repairs and maintenance of the property and common property they are proposing to buy.

As per Section 134 of the Owners Corporation Act 2006, details of the new owner's name and address must be advised to the Owners Corporation within one month of the completion of the contract. The receipt of a Notice of Disposition or a Notice of Acquisition within the prescribed time will fulfil this requirement.

As per section 135 of the Owners Corporation Act 2006 you are required to provide an Australian address. Please ensure that all overseas clients are made aware of the changes in the Act.

You can inspect the owners corporations register for additional information if required.

1. The current **annual** fees for the lot are: \$508.76 (inc GST) made up as follows:

Administration Fees: \$330.00 (inc GST)

Maintenance Fees: \$178.76 (inc GST)

Fees are invoiced in advance and due and payable on the first day of July, October, January and April.

2. The date up to which the fees for the lot have been paid is 30 Jun 2021

3. The total of any unpaid fees or charges for the lot is: NIL

We confirm that settlement fees can be paid using the following banking details:

Bill Code: 96503

EFT Reference Number: 282547595 13281

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None

5. 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 (1) to (4) above? If so, then provide details: NIL

6. The Owners Corporation has the following insurance cover expiring 31 March 2020

Please refer insurance details placed under Owners Corporation 4

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

8. The owners corporations fund are maintained in a bank account at the Macquarie Bank

The total funds held by the owners corporation are:

Assets:	\$39,682.62
Liabilities:	\$7,155.39
Total Funds:	\$32,527.23

9. 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 (1) to (5) above? If so, then provide details: NIL

10. Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

- Management agreement with Edward & CO Property Management for the provision of strata management services

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: NIL

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: There are no notices or orders as at 4 June 2021.

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

- In the event that the owners corporation may need to recover outstanding levies which may from time to time occur

14. Has the owners corporation appointed, or resolved to appoint, a manager? If so, then provide details:

The Manager is: Priscilla Ching
Edward & CO Property Management Pty Ltd
PO Box 209, Balaclava VIC 3183
Telephone: 0421 881 137

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

16. Documents required to be attached to the owners corporation certificate are:

A copy of the Minute of the last Annual General Meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

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

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

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

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

Date: 4 June 2021

This Owners Corporation certificate was prepared by:



Priscilla Ching
Edward & CO Property Management
PO Box 209
Balaclava VIC 3183
Telephone: 0421 881 137



The Common Seal of Owners Corporation No 000036 was affixed by the registered manager in accordance with Section 20(1) and Section 21 (2A) of the Owners Corporation Act 2006.

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Edward & CO Property Management, PO Box 209, Balaclava VIC 3183 or via email to info@edwardnco.com.au

SETTLEMENT DATE: ___ / ___ / ___

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

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____

WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

BROKER: SAI Global

Plan of Subdivision No: 422659L OC3
145 – 159 Beach Street, Port Melbourne
Lot: 161
Owner: **T Burrows**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Minutes of Annual General Meeting Plan of Subdivision 422659L Owners Corporation 3 145 - 159 Beach Street, Port Melbourne VIC 3207

The following arrangements were made for the Annual General Meeting of your Owners Corporation in accordance with the Owners Corporation Regulations 2007 and the Owners Corporation Act 2006.

MEETING, DATE, TIME

Thursday, 3 December 2020 at 6.00pm

FOR

145-159 Beach Street, Port Melbourne VIC 3207

VENUE

Held via Zoom due to COVID-19

IMPORTANT NOTICE

NOTED: attendance of any legal representation at any Meeting must be declared before commencement of the Meeting. If legal representation is to be in attendance, Edward & CO Property Management reserve the right to respond to any legal question in writing only, within 48 hours of the Meeting. Edward & CO Property Management reserves the right to tape the meeting to ensure accuracy of the resulting Minutes, if required.

STATEMENT OF ADVICE

A lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote (unless a special or unanimous resolution is required), either in person, by ballot or by proxy, unless the amount in arrears is paid in full.

Except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

Please note AGM Notices and AGM Minutes will be sent via email unless requested otherwise.

AGENDA ITEMS

Meeting Procedure

Members resolved that the meeting be held electronically via Zoom.

Voting

Members resolved that voting will be cast electronically with the use of voting buttons on Survey Monkey.

Appointment of Chairperson

Members resolved to appoint Priscilla Ching to chair the meeting.

Present (voting rights)

Lot 14 - R & S Cassano

Lot 37 - M Davidson

Lot 53 - R Beevers
Lot 78 - A Holding
Lot 82 - M & J Clarke
Lot 92 - R & L Brown
Lot 135 & Lot 137 - M Freake
Lot 149 - S Montalto

Proxies

Lot 37 - G Morton
Lot 44 - J Gilbert
Lot 59 - J Gilbert
Lot 94 - A Holding

Present (no voting rights)

P Ching, Edward & Co Property Management
J Roche, Edward & Co Property Management
R Ryan, Resident Manager
T Heraud, Resident Manager

Apologies

Lot 109 - K Volz
Lot 122 - V Gangemi

Quorum

In accordance with Section 77 of the Owners Corporation Act 2006, a quorum for a Meeting is at least 50 percent of the total votes or if 50 percent of the total votes is not available then the quorum is at least 50 percent of the total lot entitlements.

Members were advised that a quorum was not present at the meeting therefore all resolutions will be interim decisions and become resolutions of the Owners Corporation 29 days from the date of the meeting.

Declaration of Interest

No conflicts of interest were declared.

1 Previous Minutes

In accordance with Section 71(2) (h) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the minutes of the previous General Meeting.

Members of Owners Corporation 3 resolved to adopt the minutes of the Annual General Meeting held 10/10/2019 as a true and correct record of the meeting.

2 Matters arising from Previous Meeting

The following items were noted as included in the reports attached to the AGM agenda:

1. Solar Panels and Shelter
2. Garden Report
3. Swimming Pool Operating costs (opening Hours, reduced dates, gas rates)

3 Insurance

Building Insurance Renewal

In accordance with Section 71(2)(c) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the provision of details of the insurance held by the Owners Corporation.

The present cover for Owners Corporation 3 is covered by both insurance policies for Owners Corporation 1 & 2 and Owners Corporation 4 - 8. The insurance is placed through ISM Insurance Brokers Pty Ltd for the period

31 March 2020 to 31 March 2021 details as follows:

Cover details	Sum Insured \$
Section 1. Property Cover	
1.1 All Buildings	163,800,000
1.2 Common Contents	<u>1,638,000</u>
Buildings and Common Contents	165,438,000
1.3 Loss of Rent/Temporary Accommodations	33,087,600
1.4 Catastrophe	15% of Sum Insured
Excess: \$1,000 all claims + as per policy wording	
Section 2. Glass - Excess: \$1,000 all claims	Included
Section 3. Theft - Excess: \$1,000 all claims	Included
Section 4. Liability	50,000,000
Section 5. Fidelity Guarantee	100,000
Section 6. Office Bearer's Liability	20,000,000
Section 7. Voluntary Workers (Personal Accident)	2,000/200,000
Section 8. Government Audit Costs	25,000
Section 9. Legal Expenses	50,000
Section 10. Workplace Health & Safety Breaches	100,000
Section 11. Machinery Breakdown - Excess: \$1,000 all claims	1,000,000
Section 12. Lot Owners Improvements (Per Unit)	250,000
Section 13. Workers Compensation	Not Insured

4 Building Valuation

In accordance with Section 71(2)(h) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of any reports 65(3).

In accordance with Section 65(1)(3) of the Owners Corporations Act 2006, a prescribed owners corporation must obtain a building valuation. The valuation must be obtained every 5 years or earlier as determined by the Owners Corporation.

Members were advised that the last building valuation was prepared by Roscon in 2017. A copy of the valuation can be requested via email to info@edwardnco.com.au.

5 Financial Statements

In accordance with Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.

In accordance with Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

Members of Owners Corporation 3 resolved to receive and adopt the unaudited Balance Sheet and Income & Expenditure Statements for the financial year ending 30 June 2020 reflecting a balance of \$30,750.25 made up as follows:

Administration Fund	\$4,038.18
Maintenance Fund	\$26,712.07

6 Audit of Accounts

In accordance with Section 35(1) of the Owners Corporations Act 2006, an Owners Corporation may resolve that its financial statements are to be audited after the financial year.

Members were advised that the annual financial statements are being prepared by Lewis Tyson Accounting for period 1 July 2019 to 30 June 2020.

7 Committee Budget Authorisation

Members of Owners Corporation 3 resolved that the Committee of the Owners Corporation may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporation prior to the commencement of each financial year and the Owners Corporation's annual general meeting each year.

8 Administration Budget & Fees

In accordance with to Section 71(2) (f) of the Owners Corporation Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Members of Owners Corporation 3 resolved to ratify the decision of the Owners Corporation Committee (meeting held 20/4/20) to adopt the proposed annual administration budget & fees for the financial year of 1 July 2020 - 30 June 2021 for the amount of \$130,000 (exc GST)

NOTING PURPOSES ONLY:

Members were advised that all administration fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

9 Maintenance Plan

In accordance with Section 39 the Owners Corporation must report to the annual general meeting in relation to the implementation of its approved maintenance plan.

Members of Owners Corporations 3 tabled the revised 10 year maintenance plan as provided by WT Partners, and resolved to ratify the decision of the Committee of the Owners Corporations (meeting held 20/05/20) to approve the implementation of the plan effective 1 July 2020.

10 Maintenance Budget & Fees

In accordance with Section 71(2) the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Members of Owners Corporations 3 resolved to ratify the decision of the Owners Corporations Committee (meeting held 20/05/20) to adopt the maintenance fund budget and fees as proposed by the revised maintenance plan, of \$65,000 (exc GST) for the financial year 01/07/20 - 30/06/21.

As discussed at last year's AGM, no maintenance levy has been raised over the past few years. This year's levy will contribute towards the pool equipment. Please refer to the Committee report for further details.

NOTING PURPOSES ONLY:

Members were advised that all maintenance fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

11 Penalty Interest on Arrears

In accordance with Section 29(1) if authorised by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

In accordance with Section 29(2) the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

Members of Owners Corporations 3 resolved to charge penalty interest for all outstanding Owners Corporation fees at a rate of interest that does not exceed the maximum rate of interest payable under the Penalties Interest Act 1983 in accordance with Section 29 (2) and any amendment of such.

NOTE: Current penalty interest rate is 10% per annum.

12 Waiver of Interest

In accordance with Section 29(4) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting on any decision under subsection (3) to waive or not to waive the payment of interest in a particular case and the reason for the decision.

There was no waiver of interest for the period 01/07/19 to 30/06/20.

13 Recovery of money owed

Debt Recovery

Members of Owners Corporation 3 resolved that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any Member of the Owners Corporation including an application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power in accordance with this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

Cost Recovery

Members of Owners Corporations 3 resolved that the Owners Corporation may recover as a debt from the person/s 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 Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

14 Election of Committee

In accordance with Section 71(2) (a) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the election of a Committee, if the Owners Corporation is to have a Committee.

In accordance with Section 100 of the Owners Corporations Act 2006, an Owners Corporation affecting 13 or more lots must elect a committee at each Annual General Meeting.

Members of Owners Corporation 3 resolved to accept the following 6 (six) committee nominations:

A Holding
J Clark
P Mount
M Guiney
R BeEVERS
K Coffield

15 Delegation of powers to the Committee

In accordance with Section 11 of the Owners Corporations Act 2006, an Owners Corporation may, by instrument or by resolution at a general meeting, delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the owners corporation

Members of Owners Corporation 3 resolved to delegate all powers that are capable of being delegated to the Committee to make decisions on behalf of the Owners Corporation.

16 Office Bearers

Members were advised that a short committee meeting will be held via Zoom after the AGM with the new Committee of Management to appoint office bearers, sub-committees and confirm meeting dates for the next 12 months.

17 Owners Corporation Manager

Owners Corporation 3 resolved to re-appoint Edward & CO for a further 12 months commencing 1 August 2020.

18 Committee Report

In accordance with Section 115 of the Owners Corporations Act 2006, the committee must present a report of its activities and the activities of any of its sub-committees to the Annual General Meeting of the Owners Corporation.

Members accepted the Committee Report.

19 Manager Report

In accordance with Section 126(1) of the Owners Corporations Act 2006, the manager of an Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

In accordance with Section 126(2) of the Owners Corporations Act 2006, the report must include details of the professional indemnity insurance held by the manager in compliance with Section 119(5).

Members accepted the OC Manager Report.

20 Facilities Management Report

Members accepted the Pivot Facilities Management Report.

21 Complaints Report

In accordance with Section 159(1) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting in relation to (a) the number of complaints made under this division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the Owners Corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application.

The Owners Corporation received 2 complaints against a tenant and their visitors. The complaints were in relation to hygiene and unacceptable behaviour.

22 Occupational Health & Safety

Members of Owners Corporations 3 were advised that an OHS report is obtained annually.

Members expressed their thanks to M Freake for his service on the Committee over the last 15 years and his significant achievements with the pool upgrades. M Freake thanked the members and P Ching for their assistance.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:31 PM.

OWNERS CORPORATION 3 RULES

BEACON COVE

145-159 Beach Street, Port Melbourne

P.S.422659L

In these Rules:

- (a) "Act" means the *Owners Corporations Act 2006* and includes the Regulations made under the provisions of the Act as amended from time to time.
- (b) "Building" means the building constructed on the Land;
- (c) "Common Property" means Common Property referred to on the Plan of Subdivision;
- (d) "Fixtures" means equipment, parts, accessories, fence or chattels or any other thing which is annexed to the Land or the Building;
- (e) "Land" means the whole of the land described in the Plan;
- (f) "Law" means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise and includes all requirements, notices and orders of any government authority;
- (g) "Lot" means the apartment and/or designated car park and/or storage area owned by the Proprietor;
- (h) "Managing Agent" means the Company employed by the Owner's Corporation as its managing agent. Any reference in these Rules to Managing Agent shall, where there is such a Managing Agent, be construed as a reference to that Managing Agent unless the context requires otherwise;
- (i) "Member" means an proprietor of a Lot affected by the Owners Corporation;
- (j) "Occupier" means the person or entity authorised by the Proprietor to occupy the designated Lot;

- (k) "Owners Corporation" means an Owners Corporations that is incorporated by registration of the Plan;
- (l) "Plan" means Plan of Subdivision No. P.S. 422659L;
- (m) "Pool area" means the pool, spa and surrounding garden areas;
- (n) "Proprietor" means the owner of the Lot;
- (o) "Resident Manager" means the person employed by the Owner's Corporation to manage the Building and who resides in the Building. Any reference to the Resident Manager shall, where there is a Resident Manager, be construed as a reference to that Resident Manager;
- (p) "Restrictive Covenant" means the restrictive covenant registered with the Plan;
- (q) "Rules" means these Rules and any additional Rules applicable pursuant to the Act;
- (r) "Security Key" means a key, magnetic card/swipe or other device used to open and close doors, gates, locks in respect to a Lot or Common Property
- (s) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) expressions imparting a natural person includes any company, partnership, joint venture, association or other Owner's Corporation and any governmental authority;
 - (iv) a reference to any gender includes all genders;
 - (v) a reference to a thing includes part of that thing.
- (t) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owner's Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, shall prevail over these Rules in respect of the person or persons to whom they are given.

1. Owner's corporation

1.1 Role and Functions

- 1.1.1 The Owners Corporation is responsible for ensuring that appropriate measures and procedures are established and maintained for the benefit and enjoyment of all Proprietors and Occupiers. It exercises these responsibilities through the Rules and through regular Committee meetings at which matters affecting the operation of the property are resolved and advised to all Proprietors.
- 1.1.2 These Rules represent the views and interests of all Proprietors. They are subject to review and amendment by Proprietors and are implemented by special resolution of the Owners Corporation;
- 1.1.3 The Owner's Corporation is also responsible for establishing an annual budget.
- 1.1.4 The Owner's Corporation is responsible for getting approval of the budget, making and approving appointments to the committee(s) at the Annual General Meeting.

1.2 Meetings

- 1.2.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

1.3 Owner's Corporation Rules

- 1.3.1 A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice and order of any governmental authority.
- 1.3.2 A Proprietor or Occupier of a Lot is required to ensure that any guest or invitee complies with these Rules.
- 1.3.3 A Proprietor of a Lot which is subject to a lease or license agreement must take all reasonable steps including any action available under the lease or license agreement to:
 - i. ensure that any lessee or licensee of a Lot complies with these Rules and any subsequent amendments to these Rules;

- ii. supply to any lessee or licensee a copy of the Rules that currently apply;
- iii. provide the Owners Corporation with written notification, within thirty (30) days of the lessee's or licensee's occupation of the Lot, that the lessee and licensee has been provided with a copy of the Rules and any subsequent amendments to the Rules.

1.4 Consent of Owner's Corporation

1.4.1 Any consent given by the Owner's Corporation under these Owner's Corporation Rules must be in writing, may be revocable and may be given subject to conditions including without limitation, a condition evidenced by a minute of a resolution, that the Proprietor or Occupier of the Lot at the time to which consent or approval relates is responsible for compliance with the terms of the consent.

1.5 Complaints and Applications

1.5.1 A Proprietor or Occupier of a lot and/or the Resident Manager and/or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

- i. a Member of the Owners Corporation;
- ii. a Proprietor or Occupier of a Lot;
- iii. the Resident Manager

1.5.2 All complaints must be:

- i. in writing; and
- ii. in the approved form as required by Laws from time to time (if any).

1.5.3 All complaints must be brought to the attention of:

- i. the Grievance Sub-Committee if such a Committee has been elected;
- ii. the Owners Corporation in all other circumstances.

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

- 1.5.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make a complaint under clause 1.5.1 or otherwise to employees of the Owners Corporation and Members of the Committee

1.6 Dispute Resolution

- 1.6.1 The Owners Corporation or the Grievance Sub-Committee, where one exists, must organise a meeting between the parties to the dispute to discuss the dispute within twenty one (21) days of the complaint coming to the attention of the parties.
- 1.6.2 The Owners Corporation or the Grievance Sub-Committee cannot take any action with regard to the complaint until:
- i. a meeting of the parties to the dispute has been organised to discuss the dispute; and
 - ii. it is satisfied that the dispute remains unresolved.
- 1.6.3 It is deemed that the Owners Corporation or the Grievance Sub-Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

1.7 Owner's Corporation Fees

- 1.7.1 Owner's Corporation fees are levied quarterly in accordance with the unit liability of that Lot. Unpaid fees will be subject to charges, penalties and interest as provided by the Act.
- 1.7.2 Whilst the Owners Corporation fees are split with a 43% payable by the Proprietors within 145-149 Beach Street and 57% payable by 151-159 Beach Street, the Membership of the committee shall comprise equal Members representing each of 145-149 Beach Street and 151-159 Beach Street.

1.8 Compensation

- 1.8.1 The Proprietor or Occupier of a Lot shall compensate the Owner's Corporation for any damage to the Common Property or personal property vested in the Owner's Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or guests.

- 1.8.2 Alternatively, at the direction in writing of the Owners Corporation, the Proprietor or Occupier shall reinstate any damaged Common Property or personal property vested in the Owners Corporation within a reasonable time frame and to the satisfaction of the Owners Corporation.
- 1.8.3 If the Proprietor or Occupier pursuant to Rule 1.8.2 fails to make good any damaged Common Property or personal property vested in the Owners Corporation after 14 days notice to make good has been given by the Owners Corporation or its managing agent the Owners Corporation shall be entitled to undertake any rectification required and shall be entitled to be compensated by the Proprietor or Occupier.
- 1.8.4 The failure of the Proprietor or Occupier to compensate the Owners Corporation pursuant to Rule 1.8.3 shall cause a charge to be placed on the Lot and be recoverable in the same manner as unpaid Owners Corporation fees.

1.9 Owner's Corporation Legal Costs and Managing Agent's Costs

- 1.9.1 The Proprietor shall pay on demand by the Owner's Corporation all legal costs on a solicitor-own client basis which the Owner's 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 Owner's Corporation contribution fees.
- 1.9.2 The Proprietor shall pay on demand by the Owners Corporation all costs on an indemnity basis charged by the managing agent 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 recover by Owners Corporation contribution fees.

2. Common Property

2.1 Care and Maintenance

- 2.1.1 A Proprietor or Occupier must not mark, paint or otherwise deface or damage any structure which forms part of the Common Property.

2.2 Equipment

2.2.1 A Proprietor must not without the prior written authority of the Owner's Corporation or the Managing Agent remove or interfere with any articles or equipment installed on the Common Property. He must use all reasonable endeavours to ensure that any such article are used only for their intended use and not damaged.

2.3 Security

2.3.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice the safety or security of the Common Property.

2.3.2 A Proprietor or Occupier must not allow any person to follow them into the swimming pool area and garden areas.

2.3.3 Where a security guard is employed by the Owner's Corporation, any Proprietor or occupant will follow the directions of the guard should any security issue arise.

2.4 Services

2.4.1 A Proprietor or Occupier must not do anything or permit anything to be done on or in relation to the Common Property so that:

- (a) any service, structure or function provided by the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired;
- (c) the provision of services to or through the Lot or Common Property is interfered with;

2.4.2 A Proprietor or Occupier of a Lot must acknowledge that the Owner's Corporation may share amongst the Members of that particular Owner's Corporation the costs of supply and maintenance of any gas or power or water facility required in relation to the pool area. The Proprietor or Occupier shall pay a proportion of such services or supply charges as part of his liability for the Owner's Corporation fees and in accordance with his unit liability scale.

2.5 Restricted Use of Common Property

2.5.1 The Owner's Corporation may take measures to ensure the security and to preserve the safety of the Common Property affected by the Owner's Corporation from fire and other hazards and without limitation may:

- (a) close off any part of the Common Property on either a temporary or permanent basis or otherwise restrict access to or use by Proprietors or Occupiers of any part of the Common Property;
- (b) 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 property;
- (c) restrict by means of a Security Key or other security device access of Proprietors or Occupiers of one level of the Lots to any other level of the Lots;

3. Security Keys

- 3.1 Security Keys are provided to Proprietors for their or their tenant's exclusive use. A Proprietor or Occupier in possession of a Security Key must not duplicate the Security Key or permit it to be duplicated without the Owner's Corporation's written permission. A Proprietor or Occupier of a Lot must take all reasonable precautions to ensure that the Security Key is not lost or handed to a person other than the Proprietor or Occupier and is not to dispose of the Security Key in any way other than by returning it to the Proprietor or the Owner's Corporation.
- 3.2 A Proprietor or Occupier of a Lot must promptly notify the Owner's Corporation if a Security Key issued to him is lost or destroyed.
- 3.3 If the Owner's Corporation restricts access of the Proprietors or Occupiers under Rule 2.5, the Owner's Corporation may make a number of Security Keys as deemed appropriate available to Proprietors free of charge. The Owner's Corporation may charge a reasonable fee for any additional Security Keys required by a Proprietor.
- 3.4 When the Occupier of a Lot changes, Security Keys must be returned for re-validation by the Resident Manager. Any Security Keys not so returned will be cancelled and will require re-validation.
- 3.5 Where a Proprietor is in arrears in payment of the Owner's Corporation levies in excess of two quarters, the Owner's Corporation may cancel the Security Key.

4 Restrictive Covenant

- 4.1 Proprietors or Occupiers of a Lot and the Owners Corporation must, at all times, comply with the Restrictive Covenants, as amended from time to time.
- 4.2 The Restrictive Covenants have the effect of both benefiting and burdening the Lots and Common Property.

5 Structures, Fixtures and Fittings

- 5.1 Should the Restrictive Covenants:

- 5.1.1 be revoked; or

- 5.1.2 amended to such an extent that they no longer apply to the erection and or placement of a structure, fitting or fixture

Proprietors and Occupiers of a Lot must not, without the prior written consent of the Owners Corporation place, erect or in any way affix or permit to be placed, erected or in any way affixed by their respective invitees any structure, fixture or fitting (including any fence) on or to any Lot which forms or is part of a balcony, courtyard, terrace or garden area, nor use or permit to be used by their respective invitees such Lot while any such structure, fitting or fixture remains.

- 5.2 For the purpose of these Rules "Structure" includes any temporary structure including:

- a) a booth, tent, marquee or other temporary covering or enclosure, whether or not a part of the booth, tent, marquee or enclosure is permanent;
- b) a seating structure whether enclosed or not, including a mobile seating structure;
- c) any form of decking or other covering placed above or on a balcony, courtyard, terrace or garden area; or
- d) a swimming pool or spa, including any above ground swimming pool or spa

but does not include:

- i. a free-standing barbeque;
- ii. free-standing pot plant;
- iii. free-standing outdoor chairs;

- iv. a free-standing outdoor table

6 Responsibilities of Proprietors and Occupiers

6.1 Health, Safety and Security of Proprietor and Occupiers of Lots

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

6.2 Conduct relating to all Common Property including the pool area

- 6.2.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that guests of the owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

- 6.2.2 A Proprietor or Occupier of a Lot must not:

- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
- (b) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owner's Corporation;
- (c) Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8.00am;
- (d) Use or permit to be used hammer drills or jack hammers in a Lot between the hours of 2pm and 10am on weekdays or on weekends and public holidays at all;

- 6.2.3 A Proprietor or Occupier when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be adequately clothed 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 the Common Property.

- 6.2.4 A Proprietor or Occupier of a Lot must not smoke on such parts of the Common Property as the Owners Corporation or managing agent may designate.

- 6.2.5 A Proprietor or Occupier of a Lot must not use or permit to be used or stored, in or on the Common Property, except where provided for or consented to by the Owners Corporation in writing, bicycles, skateboards, rollerskates, rollerblades or motorised scooters.
- 6.2.6 A Proprietor or Occupier of a Lot must not consume alcohol or permit the consumption of alcohol on Common Property.
- 6.2.7 A Proprietor or Occupier of a Lot must not take or permit the taking of glassware including but not limited to drinking glasses, glass bottles and/or glass receptacles onto the Common Property.
- 6.2.8 A Proprietor or Occupier must:
- (a) not permit disposal of or permit garbage or rubbish to be deposited on Common Property;
 - (b) ensure that the disposal of garbage or rubbish does not adversely affect the health, hygiene or comfort of the Proprietor or Occupiers of other Lots.
- 6.2.9 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.
- 6.2.10 A Proprietor or Occupier of a Lot must notify promptly the Owners Corporation or its managing agent on becoming aware of any defect in the common property or any personal property the Owners Corporation has a vested interest in.
- 6.2.11 A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Owner's Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

6.3 Flammable Liquids / Products

- 6.3.1 A Proprietor or Occupier of a Lot must not except with the written consent of the Owner's Corporation, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than

chemicals, liquids, gases or other material intended for domestic purposes or in the fuel tank of a motor vehicle.

7. Pets and animals

7.1 A Proprietor or Occupier of a Lot may keep animals in his Lot. The animal must be restrained on a leash or carried in a cage whilst on Common Property areas and must be taken through the basement on entering or exiting the building.

7.2 The Proprietor or Occupier may be required to remove his animal if:

- (a) the Owner's Corporation has resolved that the animal is causing a nuisance;
- (b) the animal soils Common Property areas (Any Proprietor or Occupier that permits his animal to urinate or defecate on Common Property areas may be required to reimburse the Owner's Corporation for cleaning any area despoiled by the animal);
- (c) the animal enters the swimming pool or surrounding garden area.

8. Swimming pool and spa area

8.1 A Proprietor or Occupier of a Lot must not breach or permit to be breached the regulations stipulated by the Owner's Corporation in respect to the use of the pool, spa and surrounding designated areas. These regulations are:

- (a) Residents only and guests when accompanied and supervised by residents (to a maximum of six guests per Lot) are permitted to use the pool area;
- (b) Children and non-swimmers to be supervised at all times in the pool area;
- (c) No diving, running, ball games or rough play permitted in the pool area;
- (d) No use of flotation devices and / or ball games that disrupt the enjoyment of others is permitted. Users are required to conduct themselves without detriment to the enjoyment of others.
- (e) No consumption of alcohol is permitted in the pool area.
- (f) No taking of glassware including but not limited to drinking glasses, glass bottles and glass receptacles into the pool area;
- (g) No barbecues are permitted in the pool area;

- (h) No pets or animals are permitted in the pool area;
- (i) No bicycles, skate boards, rollerskates, rollerblades or scooters (whether or not motorised) are permitted in the pool area;
- (j) Users are required to shower before entering the pool or spa and dry off before leaving the pool area;
- (k) Users must be suitably attired consistent with the community and family nature of the pool area; and
- (l) Hours of use are between 6.00am and 10.00pm only.

9. Signs

- 9.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice to any part of the Common Property or Lot where it can be seen from any exterior position, except as required by law.
- 9.2 A Proprietor or Occupier must not allow the erection of any for sale or for lease board on the Common Property or their Lot.

10. Fire control

- 10.1 A Proprietor or Occupier of a Lot must not use or interfere with any fire safety equipment or fire doors except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 10.2 A Proprietor or Occupier of a Lot must comply with the fire laws and procedures for that Lot and observe the fire regulations issued by the Managing Agent.

11. Defects

- 11.1 A Proprietor or Occupier must notify promptly the Owner's Corporation or its Managing Agent on becoming aware of any defect in the Common Property or any personal property the Owner's Corporation has a vested interest in.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No: **422659L OC4**

Address: **Beacon Cove, 151 – 159 Beach Street, Port Melbourne VIC 3207**

This certificate is issued for Lot **161** on Plan of Subdivision No **422659L OC4**

Address known as: G02/159 Beach Street, Port Melbourne VIC 3207

Applicant for the certificate is **SAI Global**

Address for delivery of certificate: property.certificate@saiglobal.com

Date that the application was received: 1 June 2021

IMPORTANT INFORMATION: The information in this certificate is issued on **4 June 2021**

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2007, Regulations 10, 11 & 12 and Owners Corporation Act 2006, Section 151.

The purchaser is to take note of the state of repairs and maintenance of the property and common property they are proposing to buy.

As per Section 134 of the Owners Corporation Act 2006, details of the new owner's name and address must be advised to the Owners Corporation within one month of the completion of the contract. The receipt of a Notice of Disposition or a Notice of Acquisition within the prescribed time will fulfil this requirement.

As per section 135 of the Owners Corporation Act 2006 you are required to provide an Australian address. Please ensure that all overseas clients are made aware of the changes in the Act.

You can inspect the owners corporations register for additional information if required.

1. The current **annual** fees for the lot are: \$2,675.64(inc GST) made up as follows:

Administration Fees: \$2,125.52 (inc GST)

Maintenance Fees: \$550.12 (inc GST)

Fees are invoiced in advance and due and payable on the first day of July, October, January and April.

2. The date up to which the fees for the lot have been paid is 30 Jun 2021

3. The total of any unpaid fees or charges for the lot is: Nil

We confirm that settlement fees can be paid using the following banking details:

Biller Code: 96503

EFT Reference Number: 298445164 15653

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None

5. 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 (1) to (4) above? If so, then provide details: NIL

6. The Owners Corporation has the following insurance cover expiring 31 March 2022

Class of Policy:

Residential Strata insurance

Underwriting Agency:

Strata Unit Underwriters

Policy placed with

Insurance Australia Limited trading as CGU Insurance

Insurance Broker:

Insurance Services and Management

Policy Number:

06S7953126

Premium:	\$76,051.24
Expiry Date:	31 March 2022
Building/Common Property Cover	\$165,709,690 Excess \$1000 all claims
Loss of Rent/Temp Accom:	\$33,141,937
Catastrophe	\$24,856,453
Glass	included
Theft	included
Legal Liability	\$50,000
Fidelity Guarantee	\$100,000
Office Bearer's Liability	\$20,000
Voluntary Workers	\$2,000/200,000
Government Audit Costs	\$25,000
Legal Expense	\$50,000
Workplace, Health & Safety Breaches	\$100,000
Machinery Breakdown	\$1,000,000
Works Compensation	not insured

NOTE: floating floorboards are excluded from the policy. Please ensure this component is covered under your contents or landlords insurance.

CLADDING - Please note an inspection was undertaken by CREO Consultants dated 27/3/19 confirming there is no flammable type cladding systems present across the external facades of the complex.

Members of the owners corporation passed a resolution on 21 October 2021 that any insurance excess incurred by the owners corporation, resulting from an item within an apartment, will be payable by the lot owner that owns the property and that is the subject of the claim.

- Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO
- The owners corporations fund are maintained in a bank account at the Macquarie Bank

The total funds held by the owners corporation are:

Assets:	\$292,355.32
Liabilities:	\$11,589.35
Total Funds:	\$280,765.97

- 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 (1) to (5) above? If so, then provide details: NIL
- Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:
 - Management agreement with Edward & CO Property Management for the provision of strata management services commencement 01/08/2019 to 31/07/2021
 - Facilities agreement with Pivot Facilities Management for the provision of resident manager services commencement 01/08/2019 to 31/07/2022
- Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: NIL
- Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: There are no notices or orders as at 4 June 2021.
- Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
 - In the event that the owners corporation may need to recover outstanding levies which may from time to time occur

14. Has the owners corporation appointed, or resolved to appoint, a manager? If so, then provide details:

The Manager is: Priscilla Ching
Edward & CO Property Management Pty Ltd
PO Box 209, Balaclava VIC 3183
Telephone: 0421 881 137

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

16. Documents required to be attached to the owners corporation certificate are:

A copy of the Minute of the last Annual General Meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

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

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

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

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

Date: 4 June 2021

This Owners Corporation certificate was prepared by:



Priscilla Ching
Edward & CO Property Management
PO Box 209
Balaclava VIC 3183
Telephone: 0421 881 137



The Common Seal of Owners Corporation No 000036 was affixed by the registered manager in accordance with Section 20(1) and Section 21 (2A) of the Owners Corporation Act 2006.

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Edward & CO Property Management, PO Box 209, Balaclava VIC 3183 or via email to info@edwardnco.com.au

SETTLEMENT DATE: ___ / ___ / ___

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

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____

WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

BROKER: SAI Global

Plan of Subdivision No: 422659L OC4
151 – 159 Beach Street, Port Melbourne
Lot: 161
Owner: **T Burrows**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Minutes of the Annual General Meeting Plan of Subdivision 422659L Owners Corporation 4 151 -159 Beach Street, Port Melbourne VIC 3207

The following arrangements were made for the Annual General Meeting of your Owners Corporation in accordance with the Owners Corporation Regulations 2007 and the Owners Corporation Act 2006.

MEETING, DATE, TIME

Wednesday, 21 October 2020 at 6.00pm

FOR

151 - 159 Beach Street, Port Melbourne VIC 3207

VENUE

Held via Zoom due to COVID-19

IMPORTANT NOTICE

NOTED: attendance of any legal representation at any Meeting must be declared before commencement of the Meeting. If legal representation is to be in attendance, Edward & CO Property Management reserve the right to respond to any legal question in writing only, within 48 hours of the Meeting. Edward & CO Property Management reserves the right to tape the meeting to ensure accuracy of the resulting Minutes, if required.

STATEMENT OF ADVICE

A lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote (unless a special or unanimous resolution is required), either in person, by ballot or by proxy, unless the amount in arrears is paid in full.

Except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

Please note AGM Notices and AGM Minutes will be sent via email unless requested otherwise.

AGENDA ITEMS

Meeting Process

It was resolved, as per the agreed format of the last AGM, the meetings for OC4, OC5, OC6, OC7 & OC8 will be held concurrently.

Meeting Procedure

Members resolved that the meeting be held electronically via Zoom.

Voting

Members resolved that voting will be cast electronically with the use of voting buttons on survey monkey.

Appointment of Chairperson

Members resolved for Priscilla Ching to be appointed as Chairperson for the meeting.

Present (voting rights)

Lot 76	G Pearson
Lot 78	A & S Holding
Lot 81	J McEwen
Lot 82	M & J Clarke
Lot 86	P & K Mount
Lot 89	J Teplin
Lot 92	R & L Brown
Lot 98	L Michaelsen
Lot 99	S Baird
Lot 109	K Volz
Lot 119	R Aggarwal
Lot 124	G Mulcair & E Vause
Lot 135	M & M Freake
Lot 137	M & M Freake
Lot 139	E Halphen
Lot 149	S Montalto
Lot 156	W Hanson
Lot 165	J Bradonjic

Proxies

Lot 116	V Gangemi
Lot 122	V Gangemi
Lot 154	B Barton (left meeting 7.30pm)
Lot 173	T Sia

Present (no voting rights)

P Ching	Edward & Co - Strata Management
J Roche	Edward & Co - Strata Management
E Osmani	Pivot Facilities - General Manager
T Heraud	Pivot Facilities - Resident Manager
H Michaelsen	Resident

Apologies

Lot 160	Helene Armour
Lot 151	John Hanshaw

Quorum

In accordance with Section 77 of the Owners Corporation Act 2006, a quorum for a Meeting is at least 50 percent of the total votes or if 50 percent of the total votes is not available then the quorum is at least 50 percent of the total lot entitlements.

Members were advised that a quorum was not present at the meeting therefore all resolutions will be interim decisions and become resolutions of the Owners Corporation 29 days from the date of the meeting

Declaration of Interest

No conflicts of interest were declared.

1 Previous Minutes

In accordance with Section 71(2) (h) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the minutes of the previous General Meeting.

Members resolved to adopt the minutes of the Annual General Meeting held 03/10/19 as a true and correct record of the meeting noting the following change: amend lot 124 names from V & G Mulcair to G Mulcair & E Vause.

2 Insurance

Building Insurance Renewal

In accordance with Section 71(2)(c) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the provision of details of the insurance held by the Owners Corporation.

Members were advised that the present cover for Owners Corporation 3 - 8 is placed through ISM Insurance Brokers Pty Ltd for the period 31 March 2020 to 31 March 2021 details as follows:

Insured :	Owners Corporation 422659	
Situation :	147-149 Beach Street & 151-155 Beach Street Port Melbourne VIC 3207	
Section 1 :	Building including common contents	\$ 165,438,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 24,815,700
	Catastrophe or Emergency (15%)	\$ 24,815,700
	Additional Loss of Rent	\$ 8,272,900
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 50,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 20,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 1,000,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$ 1,000 all claims + as per policy wording	
Section 2	\$ 1,000 all claims	
Section 3	\$ 1,000 all claims	
Section 11	\$ 1,000 all claims	

Owners Corporation 4 resolved that the insurance excess is payable by the owner or owners corporation depending on the claim.

NOTING PURPOSES ONLY:

Member were advised that they should individually arrange for adequate insurance for the contents of their lots, whether or not the lot s occupied by the lot owner or tenants.

Members were advised that it is their legal responsibility to advise the owners corporation's strata manager of any change in use or occupancy of their lot, and that the owners corporation insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

Insurance Services and Management Pty Ltd confirms that the insurance taken out by the Owners Corporation excludes cover for internal contents, fixtures and fittings such as fixed carpet, curtains or internal blinds, any property that a tenant is liable for under the terms of a rental agreement, within each apartment.

Owner Occupiers can take out a Household Contents insurance policy to cover these items and their personal legal liabilities.

Members who are leasing their townhouse can take out Landlord insurance to cover their fixtures and fittings and legal liability.

Any personal items on common property and vehicles are not covered by the Owners Corporation insurance.

Building Valuation

In accordance with Section 71(2)(h) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of any reports 65(3).

In accordance with Section 65(1)(3) of the Owners Corporations Act 2006, a prescribed owners corporation must obtain a building valuation. The valuation must be obtained every 5 years or earlier as determined by the Owners Corporation.

It was noted the building valuation was undertaken by Roscon in 2017.

3 Financial Statements

In accordance with Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.

In accordance with Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

Owners Corporation 4 resolved to receive and adopt the unaudited Balance Sheet & Income & Expenditure Statements for the financial year ending 30 June 2020 reflecting a balance of \$339,208.26 (exc GST) made up as follows:

Administration Fund	\$ 31,814.11 (deficit)
Maintenance Fund	\$371,022.37

4 Audit of Accounts

In accordance with Section 35(1) of the Owners Corporations Act 2006, an Owners Corporation may resolve that its financial statements are to be audited after the financial year.

Members were advised that the annual financial statements will be prepared by Lewis Tyson Accounting for period 1 July 2020 to 30 June 2021.

5 Committee Budget Authorisation

Owners Corporation No. 4 resolved that the Committee of the Owners Corporation may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporation prior to the commencement of each financial year and the Owners Corporation's annual general meeting each year.

6 Administration Budget & Fees

In accordance with to Section 71(2) (f) of the Owners Corporation Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Owners Corporation 4 resolved to adopt the proposed annual administration budget of \$387,808.50 (exc GST) and set the fees of \$375,000 (exc GST) for the financial year 01/07/20 -30/06/21 and ratify the decision of the Committee of the Owners Corporation held 30/04/20

NOTING PURPOSES ONLY:

Members were advised that all administration fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

7 Maintenance Budget & Fees

Members were advised that the existing maintenance plan will remain for this financial year 01/07/20 - 30/06/21.

In accordance with Section 71(2) the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Owners Corporation 4 resolved to adopt the proposed maintenance fund budget of \$55,600 (exc GST) and set the proposed maintenance fund fees of \$99,000 (exc GST) for the financial year 01/07/20 - 30/06/21 and ratify

the decision of the Committee of the Owners Corporation held 30/04/20

NOTING PURPOSES ONLY:

Members were advised that all maintenance fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

8 Maintenance Plan

In accordance with Section 39 the Owners Corporation must report to the annual general meeting in relation to the implementation of its approved maintenance plan.

Members were advised that WT Partners prepared a 10 year maintenance plan as per the requirements of the OC Act 2006. This was a review of the previous maintenance plan that was in place.

Members resolved that Owners Corporation 4 approve and adopt the revised maintenance plan and that the plan take effect at the start of the next financial year 1 July 2021.

9 Penalty Interest on Arrears

In accordance with Section 29(1) if authorised by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

In accordance with Section 29(2) the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

Owners Corporation 4 resolved to charge penalty interest for all outstanding Owners Corporation fees at a rate of interest that does not exceed the maximum rate of interest payable under the Penalties Interest Act 1983 in accordance with Section 29 (2) and any amendment of such. Please note that the penalty interest rate is 10% per annum.

10 Waiver of Interest

In accordance with Section 29(4) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting on any decision under subsection (3) to waive or not to waive the payment of interest in a particular case and the reason for the decision.

It was noted there was no waiver of interest for the period 1 July 2019 - 30 June 2020.

11 Recovery of money owed

Debt Recovery

Owners Corporation 4 resolved that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any Member of the Owners Corporation including an application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power in accordance with this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

It was noted that the Committee will discuss the arrears procedure at the next Committee Meeting, bearing in mind COVID-19.

Cost Recovery

Owners Corporation 4 approved to recover as a debt from the person/s 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 Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

12 Election of Committee

In accordance with Section 71(2) (a) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the election of a Committee, if the Owners Corporation is to have a Committee.

In accordance with Section 100 of the Owners Corporations Act 2006, an Owners Corporation affecting 13 or more lots must elect a committee at each Annual General Meeting.

Members resolved and appointed the following twelve (12) members to the Committee of Management:

A Holding
J Clarke
P Mount
R Brown
K Volz
R Aggarwal
G Mulcair
M Freake
E Halphen
W Hanson
A Stevanovic
J Bradonjic

13 Delegation of powers to the Committee

In accordance with Section 11 of the Owners Corporations Act 2006, an Owners Corporation may, by instrument or by resolution at a general meeting, delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the owners corporation

Owners Corporation 4 resolved to delegate all powers that are capable of being delegated to the Committee to make decisions on behalf of the Owners Corporation.

14 Office Bearers

Members were advised that a short committee meeting via Zoom will be held after the AGM with the new Committee of Management (CoM) to appoint office bearers, sub-committees and confirm meeting dates for the next 12 months.

15 Owners Corporation Manager

Members were advised that the Edward & Co Management Agreement is for an initial 2 year period, the commencement date being 1 August 2019.

16 Committee Report

In accordance with Section 115 of the Owners Corporations Act 2006, the committee must present a report of its activities and the activities of any of its sub-committees to the Annual General Meeting of the Owners Corporation.

Owners Corporation 4 accepted the Committee of Management Report.

17 Owners Corporation Manager Report

In accordance with Section 126(1) of the Owners Corporations Act 2006, the manager of an Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

In accordance with Section 126(2) of the Owners Corporations Act 2006, the report must include details of the professional indemnity insurance held by the manager in compliance with Section 119(5).

Owners Corporation 4 accepted the Owners Corporation Manager Report.

18 Facilities Management Report

Owners Corporation 4 accepted the Facilities Management Report.

19 Complaints Report

In accordance with Section 159(1) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting in relation to complaints received by the Owners Corporation in relation to disputes dealt with under part 10 of the Act.

It was noted that the Owners Corporation received 1 complaint regarding the time frame approving the install of a storage facility within a car park lot.

It was noted that the Owners Corporation made an application to VCAT in respect of an alleged breach of an obligation imposed on a lot owner. The application was in relation to noise.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:36pm

OWNERS CORPORATION RULES

BEACON COVE

151 – 159 BEACH ST, PORT MELBOURNE

PS – 422659L

In these Rules:

- (a) "Act" means the Owners Corporations Act 2006 and includes the Regulations made under the provisions of the Act as amended from time to time;
- (b) "Building" means the building constructed on the Land;
- (c) "Committee of Management" or "Committee" means the committee elected by the Members of the Owners Corporation in accordance with the Act;
- (d) "Common Property" means so much of the Land and Buildings as are described on the Plan as being common property affected by the Owners Corporation, and includes where the context requires the chattels, fixtures, fittings and services related to the common property or its enjoyment and the equipment and services for which an easement exists for the benefit of the Land (if any);
- (e) "Development" means the development of the Land;
- (f) "Land" means the whole of the land described in the Plan;
- (g) "Law" includes:
 - (a) the provisions of a statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
 - (b) a requirement, planning permit, notice, order or direction received from or given by a statutory, public or other competent authority;
- (h) "Lot" means the apartment and/or designated car park or storage area owned by the Proprietor (being a lot on the Plan);
- (i) "Manager" means the company engaged by the Owners Corporation as its manager of the Owners Corporation;

- (j) "Member" means an owner of a Lot affected by the Owners Corporation;
- (k) "Occupier" means the person or entity authorised by the Proprietor to occupy the designated Lot;
- (l) "Owners Corporation" means an Owners Corporations that is incorporated by registration of the Plan;
- (m) "Plan" means Plan of Subdivision No. P.S. 422695L;
- (n) "Proprietor" means the owner of the Lot;
- (o) "Resident Manager" means the person employed by the Owners Corporation to manage the Building, if required;
- (p) "Restrictive Covenant" means the restrictive covenant registered with the Plan;
- (q) "Rules" means these Rules and any additional Rules applicable pursuant the Act.
- (r) "Security Key" means a card, magnetic card or other device used to open and close doors, gates, locks in respect to a Lot or Common Property;
- (s) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words importing the singular include the plural and vice versa;
 - (iii) expressions 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) a reference to any gender includes all genders; and
 - (vi) where any form of the word "include" is used it is to be read as if followed by the words "without limitation";
- (t) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time, and to the extent of any inconsistency any such rights, grants or privileges shall prevail over these Rules in respect of the person or persons to whom they are given.

1. Owners Corporation

1.1 Role and Functions

- 1.1.1 The Owners Corporation is responsible for ensuring that appropriate measures and procedures are established and maintained for the benefit and enjoyment of all Proprietors and Occupiers. It exercises these responsibilities through the Rules and through regular Committee meetings at which matters affecting the operation of the property are resolved and advised to all Proprietors.
- 1.1.2 These Rules represent the views and interests of all Proprietors and Occupiers. They are subject to review and amendment by Proprietors and are implemented by special resolution of the Owners Corporation.
- 1.1.3 The Owners Corporation is responsible for establishing an annual budget.
- 1.1.4 The Owners Corporation is responsible for getting approval of the budget and making and approving appointments to the committee(s) at the Annual General Meeting.

1.2 Meetings

- 1.2.1 The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

1.3 Owners Corporation Rules

- 1.3.1 A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all Laws relating to the Lot including any requirement, notice and order of any governmental authority.
- 1.3.2 A Proprietor or Occupier of a Lot must ensure Occupiers, guests or invitees comply with these Rules.
- 1.3.3 A Proprietor of a Lot which is subject to a lease or license agreement must take all reasonable steps including any action available under the lease or license agreement to:
 - i. ensure that any lessee or licensee of a Lot complies with the Rules and any subsequent amendments to the Rules;
 - ii. supply to any lessee or licensee a copy of the Rules that currently apply;

- iii. provide the Owners Corporation with written notification, within thirty (30) days of the lessee's or licensee's occupation of the Lot, that the lessee and licensee has been provided with a copy of the Rules and any subsequent amendments to the Rules.

1.4 Consents of Owners Corporation

- 1.4.1 Any consent given by the Owners Corporation under these Owners Corporation Rules must be in writing, may be revocable and may be given subject to conditions including without limitation, a condition evidenced by a minute of a resolution, that the Proprietor or Occupier of the Lot at the time which consent or approval relates is responsible for compliance with the terms of the consent.

1.5 Complaints and Applications

- 1.5.1 A Proprietor or Occupier of a lot and/or the Resident Manager and/or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

- i. a Member of the Owners Corporation;
- ii. a Proprietor or Occupier of a Lot;
- iii. the Resident Manager

- 1.5.2 All complaints must be:

- i. in writing; and
- ii. in the approved form as required by Law from time to time (if any).

- 1.5.3 All complaints must be brought to the attention of:

- i. the Grievance Sub-Committee if such a Committee has been elected;
- ii. the Owners Corporation in all other circumstances.

- 1.5.4 The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.

- 1.5.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make a

complaint under clause 1.5.1 or otherwise to employees of the Owners Corporation and Members of the Committee

1.6 Dispute Resolution

1.6.1 The Owners Corporation or the Grievance Sub-Committee, where one exists, must organise a meeting between the parties to the dispute to discuss the dispute within twenty one (21) days of the complaint coming to the attention of the parties.

1.6.2 The Owners Corporation or the Grievance Sub-Committee cannot take any action with regard to the complaint until:

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

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

1.7 Owners Corporation Fees

1.7.1 Owners Corporation fees are levied quarterly in accordance with the lot liability of that Lot. Unpaid fees will be subject to charges, penalties and interest as provided by the Act.

1.8 Compensation

1.8.1 The Proprietor of a Lot shall compensate the Owners Corporation for 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 guests.

1.8.2 Alternatively, at the direction in writing of the Owners Corporation, the Proprietor or Occupier shall reinstate any damaged Common Property or personal property vested in the Owners Corporation within a reasonable time frame and to the satisfaction of the Owners Corporation.

1.8.3 If the Proprietor or Occupier pursuant to Rule 1.8.2 fails to make good any damaged Common Property or personal property vested in the

Owners Corporation after 14 days notice to make good has been given by the Owners Corporation or its managing agent the Owners Corporation shall be entitled to undertake any rectification required and shall be entitled to be compensated by the Proprietor or Occupier.

- 1.8.4 The failure of the Proprietor or Occupier to compensate the Owners Corporation pursuant to Rule 1.8.3 shall cause a charge to be placed on the Lot and be recoverable in the same manner as unpaid Owners Corporation fees

1.9 Owners Corporations Legal Costs and Managing Agents Costs

- 1.9.1 The Proprietor of a Lot shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor or Occupier in the performance or observance of these Rules or the Regulations, including non-payment of Owners Corporation contribution fees.

- 1.9.2 The Proprietor shall pay on demand by the Owners Corporation all costs on an indemnity basis charged by the managing agent 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 recover by Owners Corporation contribution fees

1.10 Manager

- 1.10.1 The Owners Corporation may engage a Manager or a Resident Manager to assist it in complying with its obligations under these Rules or under the Law, including clause 2.1.1.

1.11 Access for Cleaning/ Maintaining Common Property

- 1.10.1 A Proprietor or Occupier of a Lot must grant the Owners Corporation, its employees, agents and contractors, upon the Member being given seven (7) calendar days prior written notice, the right to access any balcony forming part of the Lot for the purpose of cleaning/maintaining the Common Property. The Owners Corporation must pay reasonable compensation to any Proprietor or Occupier of a Lot for any damage caused to the Proprietor or Occupier's property or personal effects as a result of any maintenance works to the Common Property undertaken by the Owners Corporation under this clause.

2. Common Property

2.1 Care and Maintenance

- 2.1.1 Subject to the terms of any licence, the Owners Corporation must keep all Common Property clean and in a state of good and serviceable repair.
- 2.1.2 To assist the Owners Corporation in complying with clause 2.1.1, the Owners Corporation must implement an appropriate inspection regime for the Common Property. The Owners Corporation may elect to commission consultants to provide advice on the recommended minimum care, cleaning, maintenance and inspection regimes for the Common Property.
- 2.1.3 Without limiting clause 2.1.1, the Owners Corporation must arrange for regular inspections and testing of each essential service as required by Law by a suitably qualified person and, if required under any Law, must provide a copy of any report or certificate to any governmental body.
- 2.1.4 A Proprietor or Occupier must not mark, paint or otherwise deface or damage any structure which forms part of the Common Property.

2.2 Equipment

- 2.2.1 A Proprietor or Occupier must not without the prior written authority of the Owners Corporation or the Manager remove or interfere with any articles or equipment installed on the Common Property. All reasonable endeavours must be taken to ensure that any such articles are used only for their intended use and not damaged.

2.3 Security

- 2.3.1 A Proprietor or Occupier must not do anything that may prejudice the safety or security of the Common Property.
- 2.3.2 A Proprietor or Occupier must not allow any person to follow them through the security doors to the property or into any garage, garden areas, pool, or other areas of the Common Property.
- 2.3.3 A Proprietor or Occupier of a Lot must not allow vehicles entering the garage to follow them into the garage without using the Security Key.

2.3.4 Where a security guard is employed by the Owners Corporation, any Proprietor or Occupier must follow the directions of the guard should any security issue arise.

2.4 Services

2.4.1 A Proprietor or Occupier must not do anything or permit anything to be done on or in relation to their Lot or the Common Property so that:

- (a) any service, structure or function provided by that Lot or the Common Property for any other Lot is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the provision of services to or through the Lot or Common Property is interfered with.

2.4.2 The Owners Corporation may share amongst the Members of that particular Owners Corporation the costs of supply and maintenance of any gas or power facility required for heating or air-conditioning to the whole of the Building or any Common Property therein. Where any Lot is not separately metered the Proprietor or Occupier shall pay a proportion of such services or supply charges as part of their liability for the Owners Corporation fees and in accordance with their lot liability scale.

2.4.3 Except in the case of an emergency (in which case no notice shall be required) upon seven (7) days notice in writing the Owners Corporation or the Manager and their employees, agents and contractors shall be permitted to access the interior of any Lot and test the electrical, gas, water installation, any equipment and/or services located in the Common Property or otherwise which is owned by the Owners Corporation or is installed to service all Lots and/or the Common Property, to which access can only be obtained therein and to trace and repair any leakage or defect in the said installations or equipment. The Owners Corporation and the Manager, in exercising this power, shall ensure that their employees, agents and employees cause as little inconvenience to the Lot Proprietor or Occupier as is reasonable in the circumstances.

2.5 Restricted Use of Common Property

2.5.1 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 and other hazards and without limitation may:

- (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict access to or use by Proprietors or Occupiers of any part of the Common Property;
- (b) 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 property, either to individual Lots or a conjunction of Lots and or Common Property;
- (c) restrict by means of a card or other security device access of Proprietors or Occupiers; and
- (d) restrict by means of a card or other security device access of Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

3. Security Cards

3.1 Security Keys are provided to Proprietors or Occupiers for their exclusive use. A Proprietor or Occupier in possession of a Security Key must not duplicate the card or permit it to be duplicated without the Owners Corporation's written permission. Each Proprietor or Occupier must take all reasonable precautions to ensure that the Security Key is not lost or handed to a person other than the Proprietor or Occupier and is not to dispose of the Security Key in any way other than by returning it to the Proprietor, Occupier or the Owners Corporation.

3.2 A Proprietor or Occupier must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

3.3 If the Owners Corporation restricts access of the Proprietors or Occupiers under Rule 2.5, the Owners Corporation may make a number of Security Keys as deemed appropriate available to Proprietors free of charge. The Owners Corporation may charge a reasonable fee for any additional Security Keys required by a Proprietor.

- 3.4 Where a Proprietor is in arrears in payment of the Owners Corporation levies in excess of two quarters, the Owners Corporation may cancel the Security Key.
- 3.5 A Proprietor of a Lot must keep the Resident Manager informed at all times of the names, addresses and telephone numbers of all persons in possession of a Security Key so that the Resident Manager may maintain a register of Security Key holders which is up to date at all times.

4. Responsibilities of Proprietors and Occupiers

4.1 Health, Safety and Security of Proprietor and Occupiers of Lots

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

4.2 Conduct

- 4.2.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that guests of the owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.
- 4.2.2 A Proprietor or Occupier must not:
- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
 - (b) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
 - (c) Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8.00am;
 - (d) Use or permit to be used, hammer drills or jack hammers in a Lot between the hours of 5pm and 9am on weekdays or on weekends and public holidays at all.

- 4.2.3 A Proprietor or Occupier when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be adequately clothed 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 the Common Property.
- 4.2.4 A Proprietor or Occupier must not smoke in the stairwells, lifts, foyers and car parks forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or Managing Agent may designate.
- 4.2.5 A Proprietor or Occupier must not use or permit to be used in or on the Common Property (including the garage), bicycles, skateboards, rollerskates, rollerblades or motorised scooters.
- 4.2.6 A Proprietor or Occupier must not permit consumption of alcohol or the taking of glassware onto the Common Property. Exemptions may be authorised by the Owners Corporation.
- 4.2.7 A Proprietor or Occupier must not permit disposal of cigarette butts, cigarette ash or any other item over balconies on Common Property or other Lots.
- 4.2.8 A Proprietor or Occupier must take care to secure all movable objects on balconies and ensure they cannot be dislodged during high winds.
- 4.2.9 A Proprietor or Occupier of any Lot where any balcony, terrace or garden area forms part of that Lot must ensure that when watering or cleaning the Lot, the water does not fall onto lower Lots.
- 4.2.10 A Proprietor or Occupier must not use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

4.3 Change of Use of Lots

- 4.3.1 A Proprietor or Occupier of a Lot must provide the Owners Corporation with written notification of their intention to change the use of their Lot in a way that may affect the insurance cover or premium of the Owners Corporation.
- 4.3.2 A Proprietor or Occupier of a Lot must notify the Owners Corporation of the following change of use of Lots:
- a) Uses that result in hazardous activity;
 - b) Uses from commercial or industrial purposes
 - c) Uses for retail purposes

4.4 Cleaning and Maintenance of a Lot

- 4.4.1 A Proprietor or Occupier must keep their Lot clean and in good repair. This also includes any car park or storage cage utilised by the Proprietor or Occupier. A Proprietor or Occupier must ensure its car parking space(s) are free of oil, petrol and like substances. The Owners Corporation reserves the right to clean any car parking space which is excessively stained by oil, petrol or a like substance and charge that Proprietor or Occupier for the cost if after providing fourteen (14) days notice and the Proprietor or Occupier has failed to clean the excessive staining.
- 4.4.2 A Proprietor or Occupier must keep all internal gardens, landscaped areas and balconies clean, tidy and well maintained.
- 4.4.3 A Proprietor or Occupier must ensure that all landscaped areas visible from Common Property or adjacent public areas are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas.

4.5 Furniture and Fittings

- 4.3.1 A Proprietor or Occupier must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first providing the Owners Corporation with a minimum of forty-eight (48) hours notice allowing sufficient time to enable a representative of the Owners Corporation to be present.

- 4.3.2 A Proprietor or Occupier may only move an article of furniture or any other article likely to cause damage or obstruction through Common Property in accordance with directions of the Owners Corporation.
- 4.3.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Owners Corporation and the Proprietor or Occupier will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor or Occupier will be liable for any damage caused to the Common Property arising from the movement of the article.
- 4.3.4 Without limiting the generality of the Rules in 4.3.2 above, a Proprietor or Occupier may only move or transport items through the garage or any other area which may be specifically designated by the Owners Corporation.
- 4.3.5 A Proprietor or Occupier will be liable for any damage caused to the Common Property arising from the movement or transportation of any articles through or around the Common Property. Examples of items likely to cause damage include furniture, bicycles, pot plants, ladders, building materials or any other items identified by the Resident Manager, Manager or Committee of Management.
- 4.3.6 A Proprietor or Occupier must not modify any air-conditioning, heating or ventilation system or associated ducting servicing their Lot without the prior consent of the Owners Corporation.
- 4.3.7 A Proprietor or Occupier must not install in a Lot a floor safe, a safe, or any other item exceeding 100kg in weight without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect to the proposed installation.
- 4.3.8 Each Proprietor must ensure that all floor space within their Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Proprietor or Occupier of another Lot

4.6 Storage

- 4.6.1 A Proprietor or Occupier who wishes to install a storage facility within their car park Lot must have that storage facility constructed in

accordance with the Standard Storage Facility Construction Plans and Specifications provided by the Owners Corporation.

- 4.6.2 If no Standard Plans and Specifications are provided by the Owners Corporation a Proprietor or Occupier must submit plans and specifications to the Owners Corporation and receive written confirmation from the Owners Corporation approving the storage facility its construction and materials used before installation can proceed.
- 4.6.3 Storage facilities and items stored in those facilities must not interfere with any services or equipment including any installed fire sprinkler or alarm system.
- 4.6.4 No equipment, furniture or items other than bicycles can be stored in the car park outside an approved storage facility.

4.5 Garbage

- 4.5.1 A Proprietor or Occupier must not deposit garbage onto Common Property other than in the receptacles provided for that purpose.
- 4.5.2 A Proprietor or Occupier must dispose of garbage in the manner specified by the Owners Corporation but otherwise:
 - (a) glass items must be completely drained, cleaned and deposited in an unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) other recyclable items without limitation such as paper, cardboard and plastic must be placed in the area designated for such items by the Owners Corporation;
 - (c) all cardboard boxes and packaging must be broken down and packed neatly in the garbage area;
 - (d) all other garbage must be drained, securely wrapped in small parcels and deposited in the garbage chute or in the designated bins situated in the area of the Common Property.

4.6 Flammable Liquids/Products

- 4.6.1 A Proprietor or Occupier must not, except with the written consent of the Owners Corporation, use or store on their Lot or Common Property any flammable chemical, liquid, gas or other flammable material other

than reasonable quantities of chemicals, liquids, gases or other material intended for domestic purposes or in the fuel tank of a motor vehicle.

4.7 Interference with Exclusive and Special Rights

4.7.1 A Proprietor or Occupier must not use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given, granted, leased or licensed by the Owners Corporation from time to time in accordance with the Act and or Law.

5. Pets and Animals

5.1 A Proprietor or Occupier may keep animals in their Lot. The animal must be restrained on a leash or carried in a cage whilst on Common Property areas and must be taken through the basement on entering or exiting the Building.

5.2 The Proprietor or Occupier may be required to remove their animal from their Lot if:

- (a) the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) the animal soils Common Property areas (any Proprietor or Occupier that permits their animal to urinate or defecate on Common Property areas may be required to reimburse the Owners Corporation for cleaning any area despoiled by the animal);
- (c) the animal enters pool or garden areas (subject to the provisions of any licence between the Owners Corporation and a Proprietor).

6. Vehicles

6.1 A Proprietor or Occupier must not park or permit any vehicle to be parked in any parking space other than that owned by the Proprietor or Occupier except with the approval of the owner of the car space or by designation of the Resident Manager. The Owners Corporation reserves the right to remove any illegally parked vehicles at the owner's expense.

6.2 A Proprietor or Occupier must not park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation.

- 6.3 A Proprietor or Occupier must not permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains from the Lot or Common Property.
- 6.4 A Proprietor or Occupier is not permitted to wash any vehicle in the garage as this contravenes environmental protection regulations.
- 6.5 A Proprietor or Occupier is not permitted to park for more than half an hour in any area designated by the Owners Corporation as a visitor's car park.
- 6.6 A Proprietor or Occupier must drive at speeds no greater than 5km/h and with lights on when driving within the car park.
- 6.7 A Proprietor or Occupier must not enter the garage without using their own Security Key ie. they must wait until the garage closes on any immediately preceding vehicle (see Rule 2.3). They must also wait until the garage door closes behind them before proceeding to their parking Lot.

7. Bicycles

- 7.1 A Proprietor or Occupier must not:
- (a) permit any bicycle to be stored on Common Property areas except in areas designated by the Owners Corporation and with their written consent.
 - (b) permit any bicycle to be brought into a Lot (other than a parking Lot) or the foyer, lifts, stairwells, hallways, garden areas, walkways or balconies.

8. External

8.1 Signs

- 8.1.1 A Proprietor or Occupier must not erect or fix any sign or notice or any other object or item whatsoever to any part of the Common Property or Lot where it can be seen from any exterior position without the express written authorisation of the Owners Corporation, except as required by Law.
- 8.1.2 A Proprietor or Occupier must not allow the erection of any "for sale" or "for lease" board on the Common Property or their Lot.

8.2 Blinds, Windows and Awnings

- 8.2.1 A Proprietor or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 8.2.2 A Proprietor or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 8.2.3 A Proprietor or Occupier must not install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the specifications below without the prior approval of the Owners Corporation.

Specifications

- (a) Sunscreen Roller Blinds – equivalent to manual chain operated or motorised in one of the following colours:
- White “M-Screen” or “E-Screen” 5% openness factor (Mermet Australia Ltd or equivalent)
- With Maximum shading coefficient of 0.68 when combined with the glazing**
- (b) Slimline Venetian Blinds. Manual chain and wand operated or motorised in the following colour:
- White
- (c) Blackout Roller Blinds. Manual chain operated or motorised in the following colour:
- White (Mermet Australia Ltd or equivalent)
- (d) Timber Venetian Blinds
- (e) Operable shutters in the following colours:
- Natural timber
 - White
- (f) Hand drawn curtains
- White backing

8.2.4 Each Proprietor and Occupier must install and maintain internal window furnishings on their Lot in a manner so as to ensure that the heating/cooling system of the Lot works efficiently.

8.3 Balconies

8.3.1 A Proprietor or Occupier must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible from the outside of the Lot.

8.3.2 A Proprietor or Occupier must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of their Lot without the prior written consent of the Owners Corporation.

8.3.3 A Proprietor or Occupier who uses the balcony for barbecues, pot plants and outdoor furniture must ensure these are made secure against strong winds (see Rule 4.1.7).

8.3.4 A Proprietor or Occupier must not install on any balcony any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish).

8.3.5 A Proprietor or Occupier must ensure that when cleaning or washing balconies that no rubbish, residue or overflow is expelled on to another Lot or on to Common Property other than to areas specifically designated for the purpose from time to time by the Owners Corporation, or with the approval of the Owners Corporation.

9. Fire Control

9.1 A Proprietor or Occupier must not use or interfere with any fire safety equipment or fire doors except in the case of an emergency and must not obstruct any fire stairs or fire escape.

9.2 A Proprietor or Occupier of a Lot must comply with the fire laws and procedures for their Lot and observe the fire regulations issued by the Manager.

9.3 A Proprietor or Occupier must ensure that all smoke detectors installed in the Lot are properly maintained and tested, if instructed to do so by the Owners Corporation or the Manager.

10. Insurance

- 10.1 A Proprietor or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.
- 10.2 A Proprietor or Occupier must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation insurance policy.

Please note: The Owners Corporation's insurance policy does not provide cover for fixtures and fittings within any individual Lot. The insurance coverage of these items is the responsibility of the Proprietor or Occupier.

11. Defects

- 11.1 A Proprietor or Occupier must promptly notify the Owners Corporation or its Manager on becoming aware of any defect in the Common Property or any personal property the Owners Corporation has an interest in.

12. Building Works and Maintenance

12.1 New Works

- 12.1.1 A Proprietor or Occupier must not undertake any building works, including the removal or replacement of floor coverings or materials, within or about or relating to their Lot unless the Proprietor or Occupier:
- (a) submits to the Owners Corporation for approval plans and specifications of any proposed works;
 - (b) obtains, for any works proposal submitted for approval, certification by a qualified acoustics engineer that the works when completed will meet the Building Code of Australia minimum requirements for sound attenuation;
 - (c) receives written approval from the Owners Corporation for those works, as specified and approved, to proceed;
 - (d) obtains and supplies copies to the Manager of all requisite permits, approvals and consent under all relevant Laws;

- (e) pays costs to the Owners Corporation where a building contractor or consultant is engaged to advise the Owners Corporation on the proposed works;
- (f) causes to be effected and maintained during the period of the building works a contractor's all risk insurance policy;
- (g) delivers a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interest of the Owners Corporation; and
- (h) prior to works commencing, pays a bond of \$5,000 (or other fee as nominated by the Owners Corporation) to the Manager which is to be reimbursed once works have been completed and any damage to Common Property has been rectified to its original state.

12.2 Contractor Responsibilities

12.2.1 A Proprietor or Occupier who engages a contractor to perform work on their Lot must ensure that they comply with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work (subject to Rule 4.3 at all times). They also must supervise the carrying out of such works and ensure that the following conditions are met:

- (a) the works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Proprietors or Occupiers;
- (b) building materials are not to be stacked or stored in Common Property or balcony areas;
- (c) scaffolding must not be erected on the Common Property or exterior of the building;
- (d) construction work must comply with all laws of the relevant government agencies;
- (e) construction vehicles and construction worker's vehicles must not be brought into, or parked in the Common Property;
- (f) the exterior of the Building and the Common Property must at all times be maintained in a clean and tidy state;

- (g) suitable floor, wall and other protections must be installed in the Common Property before any building materials are taken through those parts of the Common Property; and
- (h) all contractors or tradesmen use only the basement lifts lobby and areas designated by the Resident Manager when working in the property.

13. Completion of Work

- 13.1 A Proprietor or Occupier shall make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying. In this event the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- 13.2 A Proprietor or Occupier must not undertake any works which may affect the acoustic performance of any inter-tenancy wall, floor or ceiling.

14. Use of Appurtenances

- 14.1 A Proprietor or Occupier must not use the water closet, conveniences or other water apparatus, including waste pipes and drains, for any other purpose than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor where the damage or blockage was caused by the Proprietor, Occupier or their tenants or invitees.

15. Restrictive Covenant

- 15.1 Proprietors or Occupiers of a Lot and the Owners Corporation must, at all times, comply with the Restrictive Covenants, as amended from time to time.
- 15.2 The Restrictive Covenants have the effect of both benefiting and burdening the Lots and Common Property.

16. Structures, Fixtures and Fittings

- 16.1 Should the Restrictive Covenants:

16.1.1 be revoked; or

16.1.2 amended to such an extent that they no longer apply to the erection and or placement of a structure, fitting or fixture

Proprietors and Occupiers of a Lot must not, without the prior written consent of the Owners Corporation place, erect or in any way affix or permit to be placed, erected or in any way affixed by their respective invitees any structure, fixture or fitting (including any fence) on or to any Lot which forms or is part of a balcony, courtyard, terrace or garden area, nor use or permit to be used by their respective invitees such Lot while any such structure, fitting or fixture remains.

16.2 For the purpose of these Rules "Structure" includes any temporary structure including:

- a) a booth, tent, marquee or other temporary covering or enclosure, whether or not a part of the booth, tent, marquee or enclosure is permanent;
- b) a seating structure whether enclosed or not, including a mobile seating structure;
- c) any form of decking or other covering placed above or on a balcony, courtyard, terrace or garden area; or
- d) a swimming pool or spa, including any above ground swimming pool or spa

but does not include:

- i. a free-standing barbeque;
- ii. free-standing pot plant;
- iii. free-standing outdoor chairs;
- iv. a free-standing outdoor table

17. Restrictions – Trade or Business

17.1 Proprietor or Occupier must not use their Lot or any part of the Common Property for any trade or business nor permit others to do so without first complying with the Restrictive Covenant (see Rule 15).

17.2 If a Proprietor or Occupier, after complying with the terms of the Restrictive

Covenant, is permitted to carry on a trade or business from a Lot, the Proprietor or Occupier may only do so for as long as:

- (a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
- (b) all Laws and 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 or creating a greater security risk to the Proprietors and Occupiers of other Lots;

17.3 A Proprietor of a residential Lot shall ensure that any residential lease entered into shall be for a minimum of three months for any new tenant. Further, a Proprietor of a Lot granting such lease shall at all times keep the Resident Manager informed in accordance with obligations of Rule 3.5.

18. Colour Scheme

18.1 By unanimous resolution the Owners Corporation can amend the external colour scheme of the Buildings from time to time.

19. Residents Moving in or Vacating

19.1 Residents intending to move furniture in or out must not:

19.1.1 do so without notifying the Resident Manager at least 48 hours prior to the proposed move and without receiving approval from the Resident Manager for the day and time of the proposed move; or

19.1.2 do so on a Saturday or Sunday unless approved by the Owners Corporation.

19.2 Residents moving furniture in or out at any time must not:

19.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Resident Manager;

19.2.2 permit any furniture or items to access or exit the building other than via the basement or as otherwise directed by the Resident Manager;

19.2.3 permit any vehicles to restrict access to the car park;

- 19.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
 - 19.2.5 place any furniture or items in a lift other than that specified by the Resident Manager and, in any event, not until protective covers have been placed in the lift by the Resident Manager;
 - 19.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; or
 - 19.2.7 damage the Common Property.
- 19.3 The resident moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Common Property in doing so. If any amount to be paid by a resident moving in or out of a Lot is not paid within 14 days of the date of moving (and that resident is not the Proprietor of the Lot), then the Owners Corporation may recover the amount owed from the Proprietor of the Lot.

20. Wind

- 20.1 A Proprietor or Occupier must ensure when departing their Lot that all doors and windows are tightly closed, including the glazed screens to the terrace areas, 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 balconies.
- 20.2 The Proprietor or Occupier of the Lot are advised that the terrace structures are not designed as waterproof and items left on the terrace may be subject to damage under certain circumstances.
- 20.3 The Proprietor or Occupier of the Lot is advised that the glazed screens may under certain circumstances of high winds vibrate or generate noise and that this is not considered a defect in materials or workmanship.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No: **422659L OC8**

Address: **Beacon Cove, 159 Beach Street, Port Melbourne VIC 3207**

This certificate is issued for Lot **161** on Plan of Subdivision No **422659L OC8**

Address known as: G02/159 Beach Street, Port Melbourne VIC 3207

Applicant for the certificate is **SAI Global**

Address for delivery of certificate: property.certificate@saiglobal.com

Date that the application was received: 1 June 2021

IMPORTANT INFORMATION: The information in this certificate is issued on **4 June 2021**

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2007, Regulations 10, 11 & 12 and Owners Corporation Act 2006, Section 151.

The purchaser is to take note of the state of repairs and maintenance of the property and common property they are proposing to buy.

As per Section 134 of the Owners Corporation Act 2006, details of the new owner's name and address must be advised to the Owners Corporation within one month of the completion of the contract. The receipt of a Notice of Disposition or a Notice of Acquisition within the prescribed time will fulfil this requirement.

As per section 135 of the Owners Corporation Act 2006 you are required to provide an Australian address. Please ensure that all overseas clients are made aware of the changes in the Act.

You can inspect the owners corporations register for additional information if required.

1. The current **annual** fees for the lot are: \$1,887.24 (inc GST) made up as follows:

Administration Fees: \$728.40 (inc GST)

Maintenance Fees: \$1,158.84 (inc GST)

Fees are invoiced in advance and due and payable on the first day of July, October, January and April.

2. The date up to which the fees for the lot have been paid is 30 Jun 2021

3. The total of any unpaid fees or charges for the lot is: NIL

We confirm that settlement fees can be paid using the following banking details:

Biller Code: 96503

EFT Reference Number: 203675921 16649

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None

5. 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 (1) to (4) above? If so, then provide details: NIL

6. The Owners Corporation has the following insurance cover expiring 31 March 2022

Please refer insurance details placed under Owners Corporation 4

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

8. The owners corporations fund are maintained in a bank account at the Macquarie Bank

The total funds held by the owners corporation are:

Assets:	\$172,373.98
Liabilities:	\$3,423.04
Total Funds:	\$169,048.94

9. 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 (1) to (5) above? If so, then provide details: NIL

10. Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

- Management agreement with Edward & CO Property Management for the provision of strata management services

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: NIL

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: There are no notices or orders as at 4 June 2021.

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

- In the event that the owners corporation may need to recover outstanding levies which may from time to time occur

14. Has the owners corporation appointed, or resolved to appoint, a manager? If so, then provide details:

The Manager is: Priscilla Ching
Edward & CO Property Management Pty Ltd
PO Box 209, Balaclava VIC 3183
Telephone: 0421 881 137

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

16. Documents required to be attached to the owners corporation certificate are:

A copy of the Minute of the last Annual General Meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

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

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

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

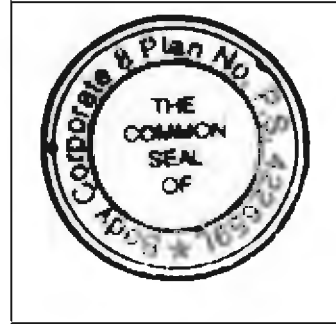
The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.

Date: 4 June 2021

This Owners Corporation certificate was prepared by:



Priscilla Ching
Edward & CO Property Management
PO Box 209
Balaclava VIC 3183
Telephone: 0421 881 137



The Common Seal of Owners Corporation No 000036 was affixed by the registered manager in accordance with Section 20(1) and Section 21 (2A) of the Owners Corporation Act 2006.

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Edward & CO Property Management, PO Box 209, Balaclava VIC 3183 or via email to info@edwardnco.com.au

SETTLEMENT DATE: ___ / ___ / ___

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

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____

WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

BROKER: SAI Global

Plan of Subdivision No: 422659L OC8
159 Beach Street, Port Melbourne
Lot: 161
Owner: **T Burrows**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Minutes of the Annual General Meeting Plan of Subdivision 422659L Owners Corporation 8 159 Beach Street, Port Melbourne VIC 3207

The following arrangements were made for the Annual General Meeting of your Owners Corporation in accordance with the Owners Corporation Regulations 2007 and the Owners Corporation Act 2006.

MEETING, DATE, TIME

Wednesday, 21 October 2020 at 6.00pm

FOR

159 Beach Street, Port Melbourne VIC 3207

VENUE

Held via Zoom due to COVID-19

IMPORTANT NOTICE

NOTED: attendance of any legal representation at any Meeting must be declared before commencement of the Meeting. If legal representation is to be in attendance, Edward & CO Property Management reserve the right to respond to any legal question in writing only, within 48 hours of the Meeting. Edward & CO Property Management reserves the right to tape the meeting to ensure accuracy of the resulting Minutes, if required.

STATEMENT OF ADVICE

A lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote (unless a special or unanimous resolution is required), either in person, by ballot or by proxy, unless the amount in arrears is paid in full.

Except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

Please note AGM Notices and AGM Minutes will be sent via email unless requested otherwise.

AGENDA ITEMS

Meeting Process

It was resolved, as per the agreed format of the last AGM, the meetings for OC4, OC5, OC6, OC7 & OC8 was held concurrently.

Meeting Procedure

Members resolved that the meeting be held electronically via Zoom.

Voting

Members resolved that voting will be cast electronically with the use of voting buttons on survey monkey.

Appointment of Chairperson

Members resolved for Priscilla Ching to be appointed as Chairperson for the meeting.

Present (voting rights)

Lot 165 J Bradonjic

Proxies

Lot 173 T Sia

Present (no voting rights)

P Ching Edward & Co - Strata Management
J Roche Edward & Co - Strata Management
E Osmani Pivot Facilities - General Manager
T Heraud Pivot Facilities - Resident Manager

Apologies

Lot 160 H Armour
Lot 162 A Stevanovic

Quorum

In accordance with Section 77 of the Owners Corporation Act 2006, a quorum for a Meeting is at least 50 percent of the total votes or if 50 percent of the total votes is not available then the quorum is at least 50 percent of the total lot entitlements.

Members were advised that a quorum was not present at the meeting therefore all resolutions will be interim decisions and become resolutions of the Owners Corporation 29 days from the date of the meeting.

Declaration of Interest

No conflicts of interest were declared.

1 Previous Minutes

In accordance with Section 71(2) (h) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the minutes of the previous General Meeting.

Members resolved to adopt the minutes of the previous Annual General Meeting held 03/10/2020 as a true and correct record of the meeting.

2 Insurance

Building Insurance Renewal

It was noted that, as per previous years, the building insurance is taken out by Owners Corporation 4, policy noted below:

The present cover for Owners Corporation 3 - 8 is placed through ISM Insurance Brokers Pty Ltd for the period 31 March 2020 to 31 March 2021 details as follows:

Insured	:	Owners Corporation 422659	
Situation	:	147-149 Beach Street & 151-155 Beach Street Port Melbourne VIC 3207	
Section 1	:	Building including common contents	\$ 165,438,000
		Loss of Rent/Temporary Accommodation (15%)	\$ 24,815,700
		Catastrophe or Emergency (15%)	\$ 24,815,700
		Additional Loss of Rent	\$ 9,271,900
		Additional Catastrophe	\$ Not Insured
		Floating Floors	\$ Not Insured
Section 2	:	Glass	\$ Included
Section 3	:	Theft	\$ Included
Section 4	:	Liability	\$ 50,000,000
Section 5	:	Fidelity Guarantee	\$ 100,000
Section 6	:	Office Bearers Liability	\$ 20,000,000
Section 7	:	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8	:	Government Audit Costs	\$ 25,000
Section 9	:	Legal Expenses	\$ 50,000
Section 10	:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11	:	Machinery Breakdown	\$ 1,000,000
Section 12	:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13	:	Workers Compensation	Not Insured
Excesses			
Section 1	:	\$ 1,000 all claims + as per policy wording	
Section 2	:	\$ 1,000 all claims	
Section 3	:	\$ 1,000 all claims	
Section 11	:	\$ 1,000 all claims	

Building Valuation

It was noted that, as per the OC decision, the building valuation has been undertaken by OC4 on behalf of OC5 - OC8. The last building valuation was carried out in 2017 on behalf of OC4 - OC8.

3 Financial Statements

In accordance with Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.

In accordance with Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

Owners Corporation 8 resolved to receive and adopt the unaudited Balance Sheet & Income & Expenditure Statements for the financial year ending 30 June 2020 reflecting a balance of \$146,645.62 (exc GST) made up as follows:

Administration Fund	\$2,612.24 (deficit)
Maintenance Fund	\$149,257.86

4 Audit of Accounts

In accordance with Section 35(1) of the Owners Corporations Act 2006, an Owners Corporation may resolve that its financial statements are to be audited after the financial year.

Members were advised that the annual financial statements are being prepared by Lewis Tyson Accounting for period 1 July 2019 to 30 June 2020.

5 Committee Budget Authorisation

Owners Corporation No. 8 (hereinafter referred to as "as the Owners Corporation") resolved that the Committee of the Owners Corporation may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporation prior to the commencement of each financial year and the Owners Corporation's annual general meeting each year.

6 Administration Budget & Fees

In accordance with to Section 71(2) (f) of the Owners Corporation Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Owners Corporation 8 resolved to adopt the proposed annual administration budget of \$22,756.94 (exc GST) & set the fees of \$21,000 (exc GST) for the financial year 1 July 2020 - 30 June 2021 and ratify the decision of the Committee of the Owners Corporation held 30/04/2020.

NOTING PURPOSES ONLY:

Members were advised that all administration fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

7 Maintenance Budget & Fees

Members to be advised that the existing maintenance plan will remain for this financial year 01/07/2020 - 30/06/2021.

In accordance with Section 71(2) the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budgets of the Owners Corporations.

Owners Corporation 8 resolved to adopt the proposed annual maintenance fund budget of \$21,300 (exc GST) and set the proposed annual maintenance fund fees of \$24,000 (exc GST) for the financial year of 1 July 2020 - 30 June 2021 and ratify the decision of the Committee of the Owners Corporation held 30/04/2020.

NOTING PURPOSES ONLY:

Members were advised that all maintenance fund fees are an annual commitment by the lot owner to the Owners Corporation with the gross contribution figure being divided by lot liability.

Members were advised that fees are payable by quarterly instalments on the first day of July, October, January and April.

8 Penalty Interest on Arrears

In accordance with Section 29(1) if authorised by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

In accordance with Section 29(2) the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.

Owners Corporation 8 resolved to charge penalty interest for all outstanding Owners Corporation fees at a rate of interest that does not exceed the maximum rate of interest payable under the Penalties Interest Act 1983 in accordance with Section 29 (2) and any amendment of such. NOTE: penalty interest rate is 10% per annum.

9 Maintenance Plan

In accordance with Section 39 the Owners Corporation must report to the annual general meeting in relation to the implementation of its approved maintenance plan.

Members were advised that WT Partners prepared a 10 year maintenance plan as per the requirements of the OC Act 2006. This was a review of the previous maintenance plan that was in place.

Members resolved that Owners Corporation 6 approve and adopt the revised maintenance plan and that the plan take effect at the start of the next financial year 1 July 2021.

10 Waiver of Interest

In accordance with Section 29(4) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting on any decision under subsection (3) to waive or not to waive the payment of interest in a particular case and the reason for the decision.

It was noted there was no waiver of interest for the period 1 July 2019 - 30 June 2020.

11 Recovery of money owed

Debt Recovery

Owners Corporation 8 resolved that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any Member of the Owners Corporation including an application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power in accordance with this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

Cost Recovery

Owners Corporations 8 resolved to recover as a debt from the person/s 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 Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

12 Election of Committee

In accordance with Section 71(2) (a) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the election of a Committee, if the Owners Corporation is to have a Committee.

In accordance with Section 100 of the Owners Corporations Act 2006, an Owners Corporation affecting 13 or more lots must elect a committee at each Annual General Meeting.

Members resolved and appointed the following two (2) members to the Committee of Management:

Lot 165	J Bradonjic
Lot 162	A Stevanovic

13 Delegation of powers to the Committee

In accordance with Section 11 of the Owners Corporations Act 2006, an Owners Corporation may, by instrument or by resolution at a general meeting, delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the owners corporation

Owners Corporation 8 resolved to delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the Owners Corporation.

14 Office Bearers

Members were advised that a short committee meeting will be held after the AGM with the new Committee of Management (CoM) to appoint office bearers, sub-committees and confirm meeting dates for the next 12 months.

15 Owners Corporation Manager

Members were advised that Edward & CO Management Agreement is for an initial 2 year period, the commencement date being 1 August 2019.

16 Committee Report

In accordance with Section 115 of the Owners Corporations Act 2006, the committee must present a report of its activities and the activities of any of its sub-committees to the Annual General Meeting of the Owners

Corporation.

Refer to the Committee Report tabled under Owners Corporation 4.

17 Owners Corporation Manager Report

In accordance with Section 126(1) of the Owners Corporations Act 2006, the manager of an Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

In accordance with Section 126(2) of the Owners Corporations Act 2006, the report must include details of the professional indemnity insurance held by the manager in compliance with Section 119(5).

Refer to the Owners Corporation Managers tabled under Owners Corporation 4.

18 Facilities Management Report

Refer to the Facilities Management Report tabled under Owners Corporation 4.

19 Report on Complaints & Disputes

In accordance with Section 159(1) of the Owners Corporations Act 2006, the Owners Corporation must report to the Annual General Meeting in relation to (a) the number of complaints made under this division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the Owners Corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application.

It was noted that no official complaints and/or disputes were reported during 1 July 2019 - 30 June 2020.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7.36pm.

Roads Certificate



PROPERTY DETAILS

Property Address: UNIT 2GO, 159 Beach Street PORT MELBOURNE VIC 3207

Title Particulars: Vol 10911 Fol 880

Vendor: TOSHI BURROWS

Purchaser: N/A

Certificate No: 68358730

Date: 01/06/2021

Matter Ref: 210039 Burrows

Client: Cetrola Legal



MUNICIPALITY

PORT PHILLIP



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL 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.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

Property Report from www.land.vic.gov.au on 02 June 2021 03:16 PM

Address: 151-159 BEACH STREET PORT MELBOURNE 3207

Lot and Plan Number: This property has 5 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): PORT PHILLIP Council **Property Number:** NCPR

Directory Reference: Melway 56 J3

Note: There are 100 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



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Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot CM4 PS422659	CM4\PS422659
B	Lot CM5 PS422659	CM5\PS422659
C	Lot CM6 PS422659	CM6\PS422659
D	Lot CM7 PS422659	CM7\PS422659
E	Lot CM8 PS422659	CM8\PS422659

State Electorates

Legislative Council: SOUTHERN METROPOLITAN

Legislative Assembly: ALBERT PARK

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: CITIPOWER ([Information about choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [RESIDENTIAL GROWTH ZONE \(RGZ\)](#)
[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20 \(DDO20\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 27 May 2021.

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 [Planning Schemes Online](#)

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 apply to the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal 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.

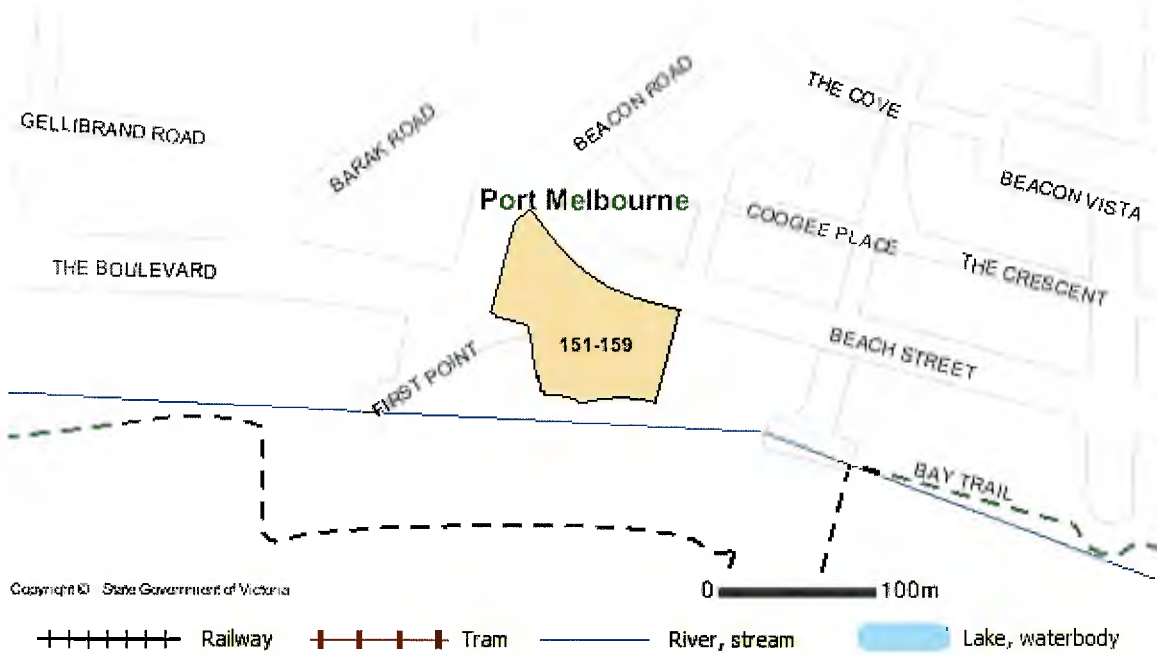
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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Area Map



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