Contract of Sale of Land

Property:

Unit 1802, 120 Abeckett Street, Melbourne VIC 3000

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:101238

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

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 ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **Kim Eng Ho**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Kim Eng Ho

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 101238

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11576	Folio	776	B1802	PS 643381X

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: Unit 1802, 120 Abeckett Street, Melbourne VIC 3000

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

Payment

Price	$			
Deposit	$	by	(of which	has been paid)
Balance	$	payable at settlement		

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

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

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

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

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

14.9 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.

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

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

6.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

6.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 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 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 Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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 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 be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date 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 lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment 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 lodgment 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 lodgment network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Vendor Statement

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

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

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

Land	UNIT 1802, 120 ABECKETT STREET, MELBOURNE VIC 3000

Vendor's name	Kim Eng Ho	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11576 FOLIO 776 Security no : 124109983017V
Produced 23/10/2023 05:07 PM

LAND DESCRIPTION

Lot B1802 on Plan of Subdivision 643381X.
PARENT TITLE Volume 11557 Folio 331
Created by instrument PS643381X Stage 4 15/06/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIM ENG HO of APT BLK 34 EUNOS CRESCENT #11- 264 SINGAPORE 400034
AM050140B 22/07/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM050141Y 22/07/2015
OVERSEA-CHINESE BANKING CORPORATION LTD

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

DIAGRAM LOCATION

SEE PS643381X 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 1802 LEVEL 18 120 ABECKETT STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS643381X
OWNERS CORPORATION 4 PLAN NO. PS643381X
OWNERS CORPORATION 5 PLAN NO. PS643381X

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE No.	LRS USE ONLY	PLAN NUMBER
	EDITION 5	PS 643381X

LOCATION OF LAND

PARISH: MELBOURNE NORTH

CITY: MELBOURNE

SECTION: 41

CROWN ALLOTMENT: 13, 4 (PART), 5 (PART), 6 (PART) AND 14 (PART)

CROWN PORTION: ------

TITLE REFERENCES: VOL: 11380 FOL: 478

LAST PLAN REFERENCE: PS:643342J

POSTAL ADDRESS: (at time of subdivision) 151 - 165 FRANKLIN STREET, 118 - 134 A'BECKETT STREET, MELBOURNE, 3000

MGA CO-ORDINATES: (of approx. centre of plan) E: 320 385 N: 5 813 415 ZONE: 55 DATUM: GDA 94

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: MELBOURNE CITY COUNCIL **REF: SA-2011-85**

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 / / .

APPLIES TO MASTER PLAN (STAGE 1) ONLY

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE

COUNCIL SEAL

DATE / / .

NOTATIONS

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY
SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION

DEPTH LIMITATION DOES NOT APPLY

STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. TP-2011-638

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY TO BOUNDARIES DEFINED BY BUILDINGS

ESTATE: ------ **STAGE:** -- **AREA:** 4235m^2 **No. OF LOTS:** 1,234 **MEL:** 2F :C:1

NOTES:

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No4 AND COMMON PROPERTY No.5

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

EXTERIOR FACE OR FACES: BOUNDARIES MARKED E

INTERIOR FACE: ALL OTHER BOUNDARIES OF WALLS, DOORS, FLOORS, CEILINGS, WINDOWS, SKYLIGHTS, BALUSTRADES, ETC.

THIS IS A SPEAR PLAN

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATIONS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 UNLESS OTHERWISE SHOWN.
THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT ALL BE SHOWN ON THE DIGRAMS CONTAINED HEREIN

SURVEY: THIS PLAN IS BASED ON SURVEY VIDE PS643342J
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 158, 409804300 AND 409804310.
THE LAND IS NOT IN A PROCLAIMED SURVEY AREA

RL'S ON THIS PLAN HAVE BEEN DERIVED FROM MELBOURNE NORTH PM53 (RL27.608m VIDE SMES 21/06/2010)

NOTE: FLOORS ARE TO UPPER SURFACE OF RELEVANT SLAB AND CEILINGS ARE TO UNDERSIDE OF RELEVANT SLAB UNLESS OTHERWISE SHOWN ON THIS PLAN.

ANY ELEVATED FLOOR, INTERNAL COVERINGS, WATERPROOF MEMBRANES AND FIXTURES ATTACHED TO WALLS, FLOORS AND CEILINGS ARE INCLUDED WITHIN THE RELEVANT PARCEL.

..... INDICATES THE LOCATION OF STRUCTURE (NON BOUNDARY)

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☐

DATE / /

PT DENOTES PART	CP3 DENOTES COMMON PROPERTY No3
PTS DENOTES PARTS	CP4 DENOTES COMMON PROPERTY No4
CP1 DENOTES COMMON PROPERTY No1	CP5 DENOTES COMMON PROPERTY No5
CP2 DENOTES COMMON PROPERTY No2	(BI) DENOTES (BOTH INCLUSIVE)

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SEE SHEET 2 FOR FURTHER NOTATIONS

SEE SHEET 2 FOR EASEMENT INFORMATION

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

CHECKED G COX DATE: 06/02/19

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: .. DIGITALLY SIGNED.

REF: 8450 VERSION: 4

..... DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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	PLAN OF SUBDIVISION	STAGE No.	LR USE ONLY EDITION	PLAN NUMBER PS 643381X

NOTATIONS CONTINUED

LOTS B1 TO B200 (BOTH INCLUSIVE), B211 TO B300 (BI), B311 TO B400 (BI), B411 TO B500 (BI), B510 TO B600 (BI), B610 TO B700 (BI), B710 TO B800 (BI), B810 TO B900 (BI), B904 TO B1000 (BI), B1005 TO B1100 (BI), B1114 TO B1200 (BI), B1214 TO B1300 (BI), B1314 TO B1400 (BI), B1414 TO B1500 (BI), B1514 TO B1600 (BI), B1614 TO B1700 (BI), B1714 TO B1800 (BI), B1814 TO B1900 (BI), B1914 TO B2000 (BI), B2014 TO B2100 (BI), B2114 TO B2200 (BI), B2214 TO B2300 (BI), B2314 TO B2400 (BI), B2414 TO B2500 (BI), B2514 TO B2600 (BI), B2614 TO B2700 (BI), B2714 TO B2800 (BI), B2814 TO B2900 (BI), B2914 TO B3000 (BI), B3013 TO B3100 (BI), B3113 TO B3200 (BI), B3213 TO B3300 (BI), B3313 TO B3400 (BI), B3413 TO B3500 (BI), B3513 TO B3600 (BI), B3613 TO B3700 (BI), B3713 TO B3800 (BI), B3813 TO B3900 (BI), 3913 TO 4000 (BI), 4013 TO 4100 (BI), 4112 TO B4200 (BI), B4212 TO B4300 (BI), B4312 TO B4400 (BI), B4412 TO B4500 (BI),
F1 TO F300 (BI), F310 TO F400 (BI), F404, F406, F409 TO F500 (BI), F506, F510 TO F600 (BI), F610 TO F700 (BI), F706, F710 TO F800 (BI), F806, F810 TO F900 (BI), F904, F906 TO F1100 (BI), F1115 TO F1200 (BI), F1215 TO F1300 (BI), F1315 TO F1400 (BI), F1415 TO F1500 (BI), F1515 TO F1600 (BI), F1615 TO F1700 (BI), F1715 TO F1800 (BI), F1815 TO F1900 (BI), F1915 TO F2000 (BI), F2015 TO F2100 (BI), F2115 TO F2200 (BI), F2215 TO F2300 (BI), F2315 TO F2400 (BI), F2415 TO F2500 (BI), F2515 TO F2600 (BI), F2607, F2610 TO F2700 (BI), F2707, F2710 TO F2800 (BI), F2807, 2, 5, 10 TO 6000 (BI), 6077, 6217, 6218, 6219, 6231, 6233, 6234, 6239 TO 6243 (BI), 6341 TO 7000 (BI), 7004, 7005, 7009, 7013 TO 7030 (BI), 7032 TO 7036 (BI), 7040 TO 7057 (BI), 7061 TO 7066 (BI), 7121 TO 7134 (BI), 7138 TO 8000 (BI), S1 TO S6 (BI) HAVE BEEN OMITTED FROM THIS PLAN

EASEMENT INFORMATION

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE, SEWERAGE AND PASSAGEWAY	SEE PLAN	LP9570	LOTS ON LP9570
(E-1)	ANY EASEMENTS	SEE PLAN	SEE VOL 9221 FOL 649 & SEE VOL 8032 FOL 131	UNSPECIFIED
(E-2)	DRAINAGE, SEWERAGE AND PASSAGEWAY LOWER LIMIT IS 16m ABOVE AHD UPPER LIMIT IS 22.10m ABOVE AHD	SEE PLAN	LP9570	LOTS ON LP9570
(E-2)	ANY EASEMENTS LOWER LIMIT IS 16m ABOVE AHD UPPER LIMIT IS 22.10m ABOVE AHD	SEE PLAN	SEE VOL 9221 FOL 649 & SEE VOL 8032 FOL 131	UNSPECIFIED
(A-1)	DRAINAGE	SEE PLAN	APPN.50564	LAND IN APPN.50564

SHEET 2

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www.bpd.com.au info@bpd.com.au

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: . . . . DIGITALLY SIGNED . .

REF: 8450 VERSION: 4

DATE / /

COUNCIL DELEGATE SIGNATURE

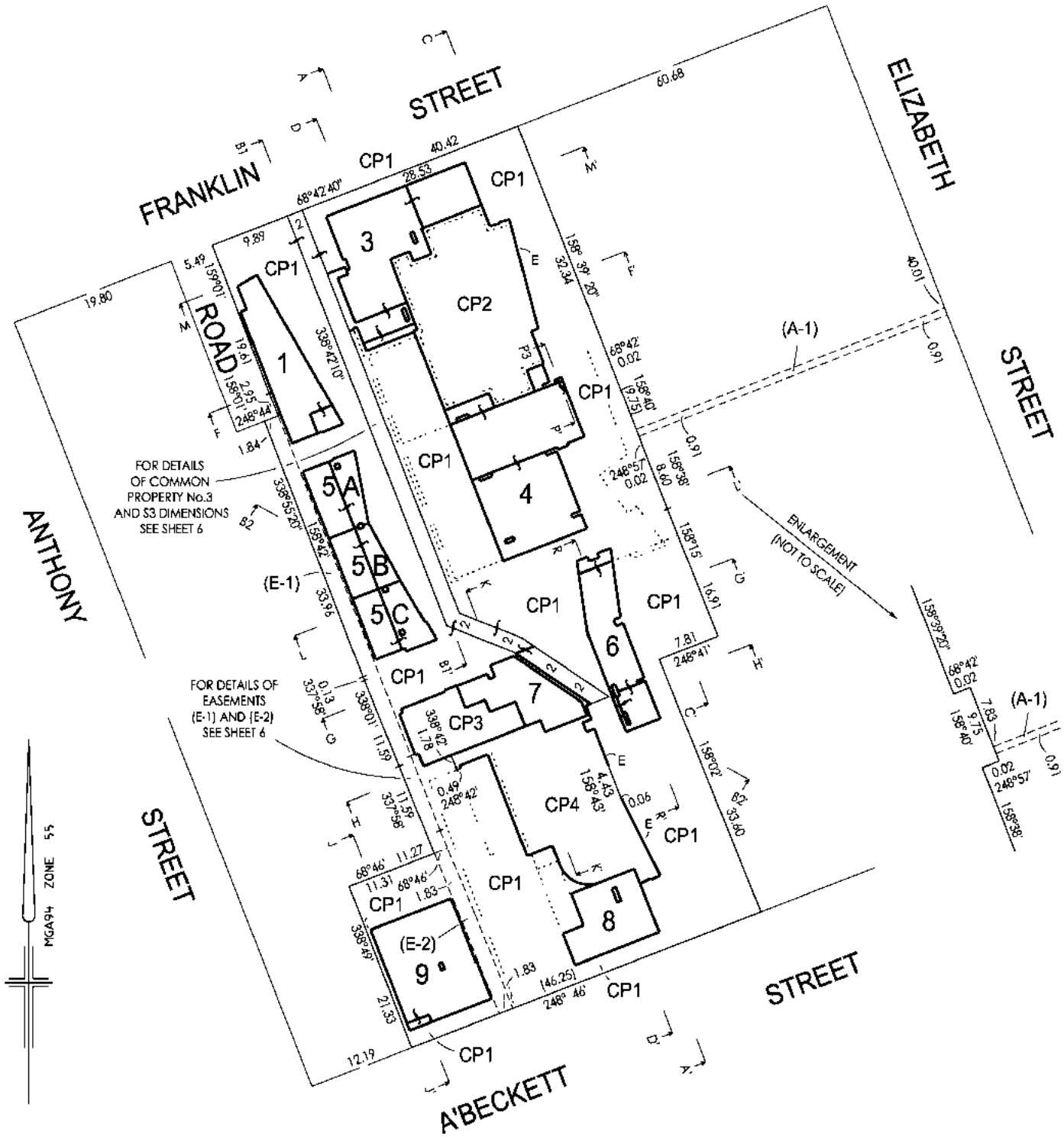
ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 1

GROUND LEVEL



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SHEET 3

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:500	10 0 10 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

REF: 8450 VERSION: 4

DATE / /

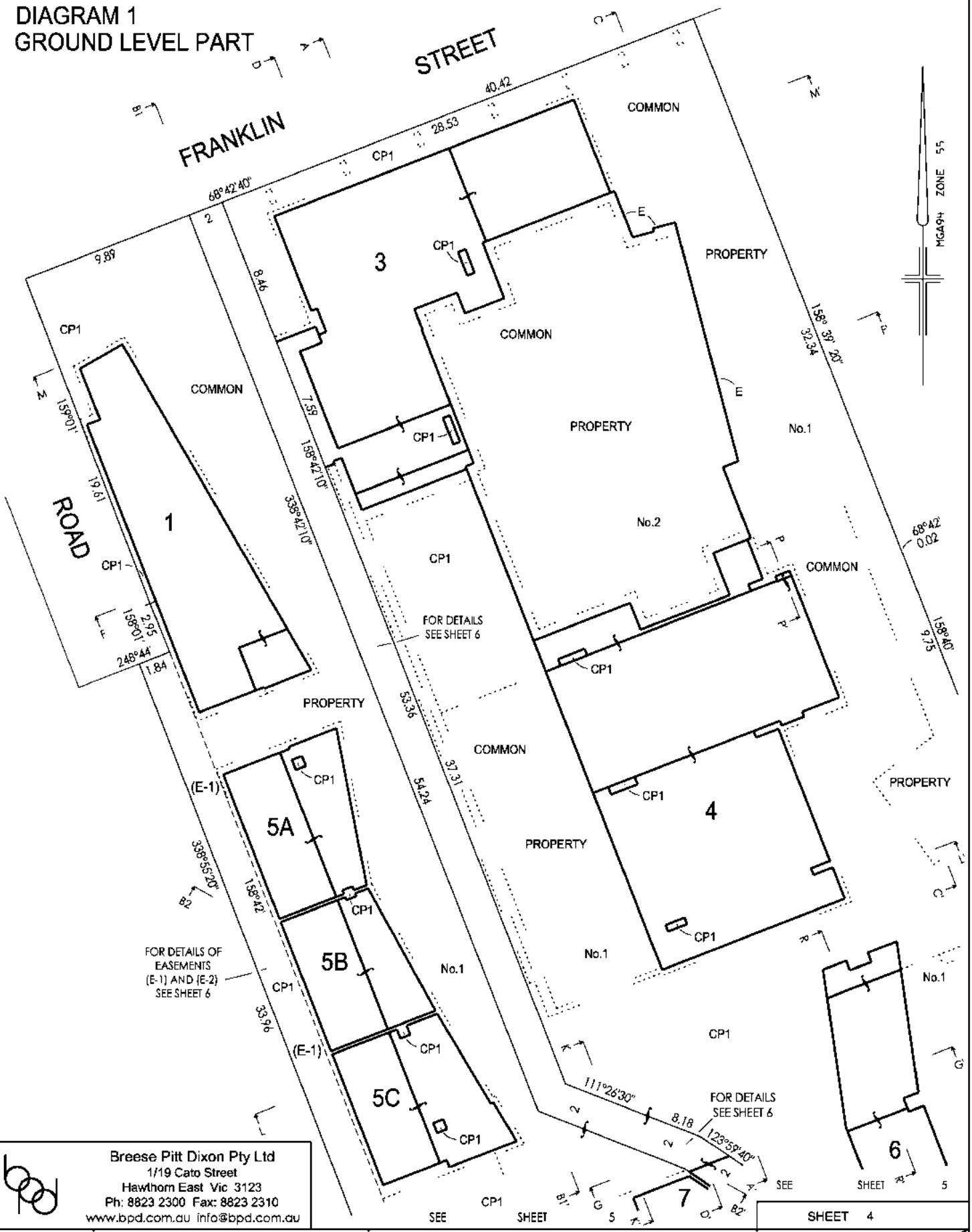
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

DIAGRAM 1
GROUND LEVEL PART



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SHEET 4

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

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REF: 8450 VERSION: 4

DATE / /

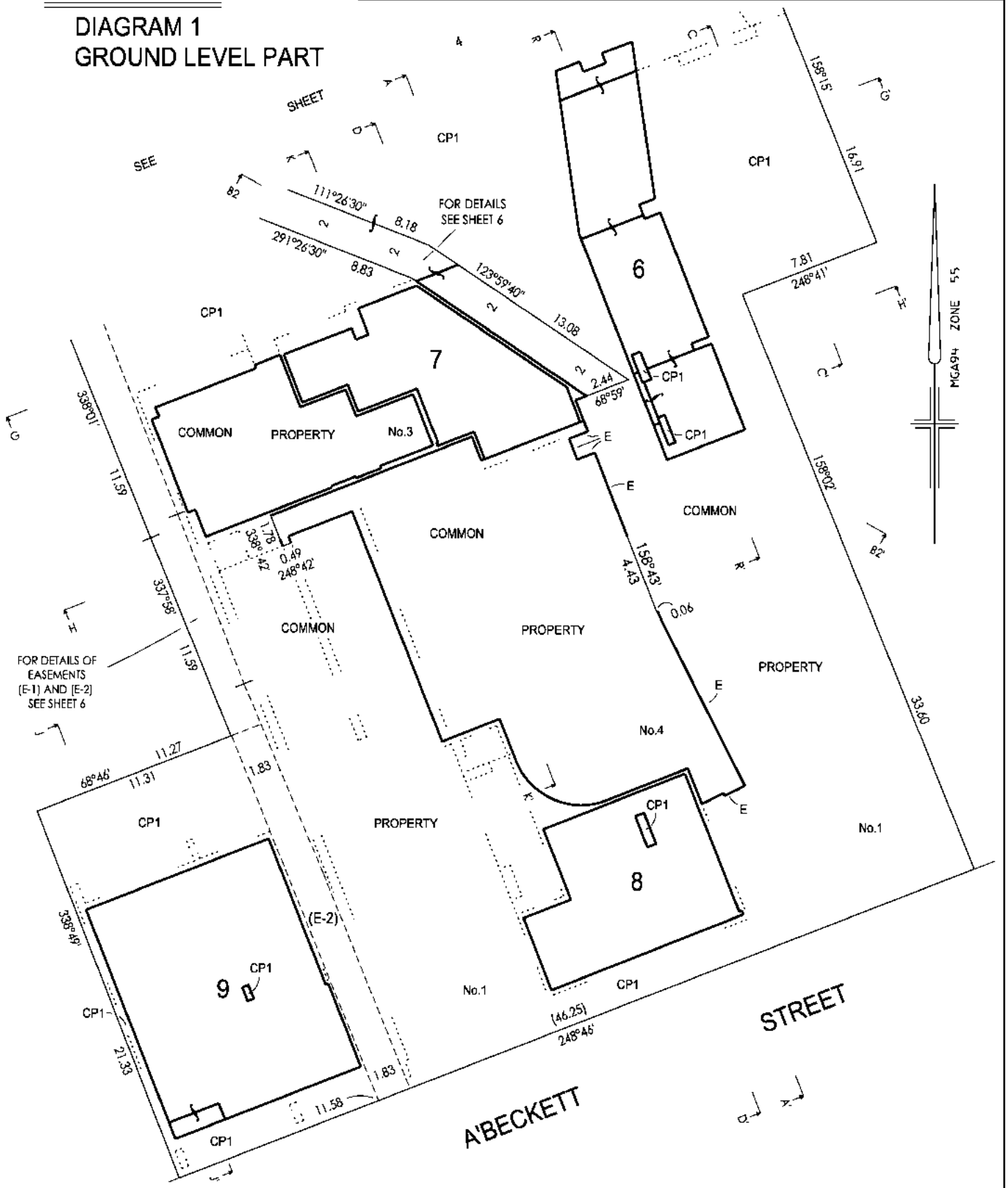
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

DIAGRAM 1
GROUND LEVEL PART



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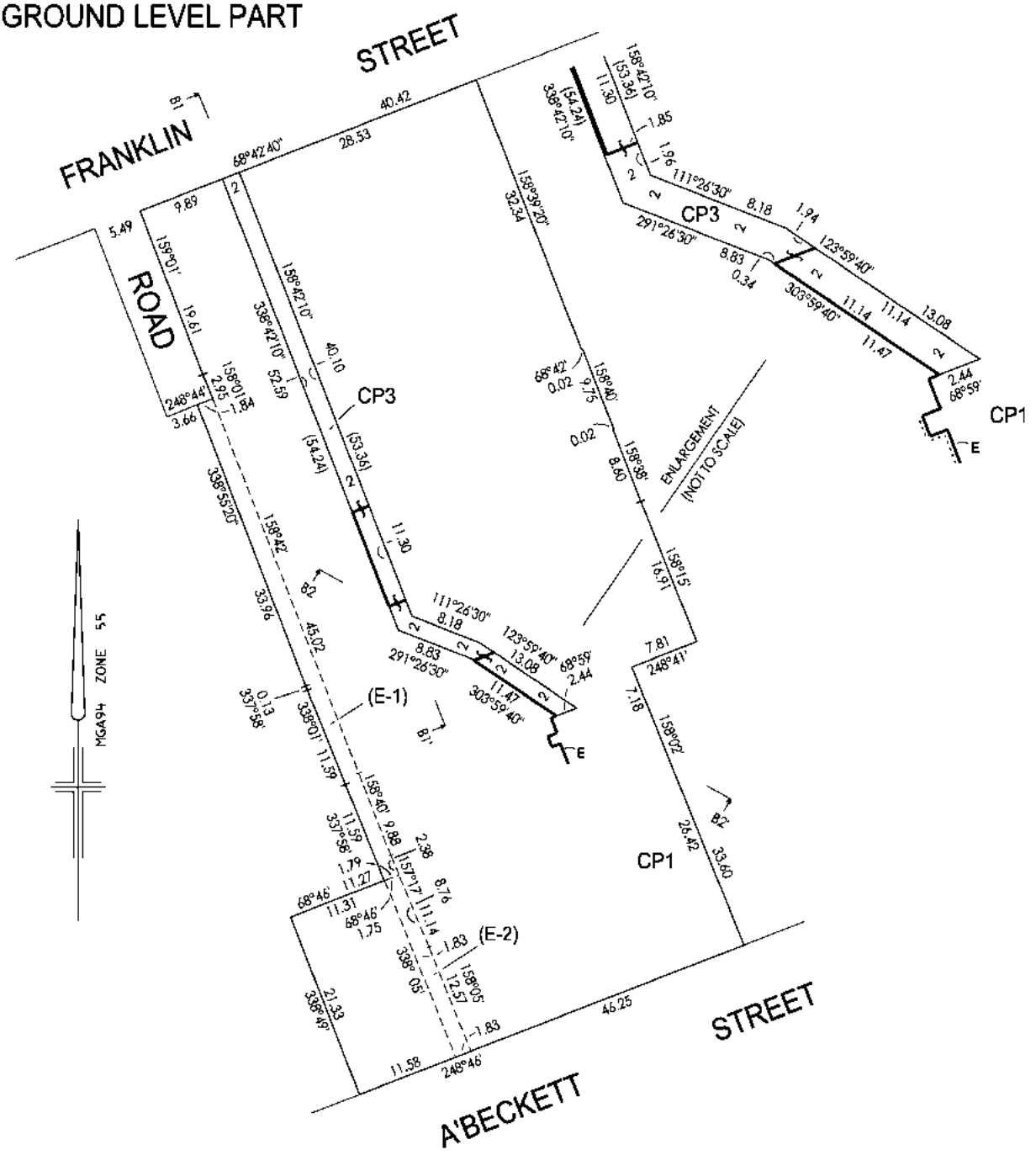
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		REF: 8450 VERSION: 4	

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DETAILS OF COMMON PROPERTY No.3	PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

GROUND LEVEL PART



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SHEET 6

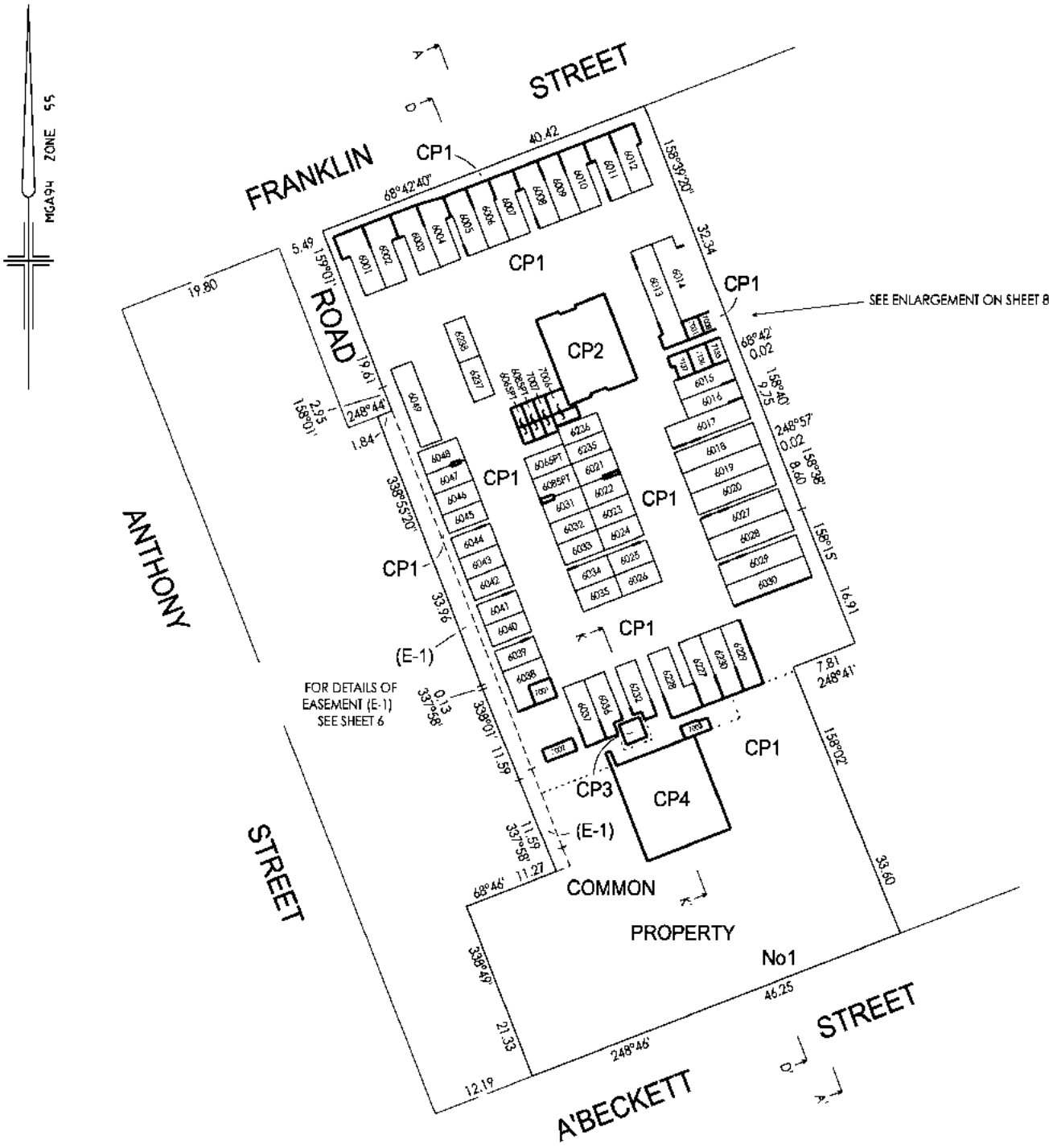
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 2

BASEMENT LEVEL 3



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SHEET 7

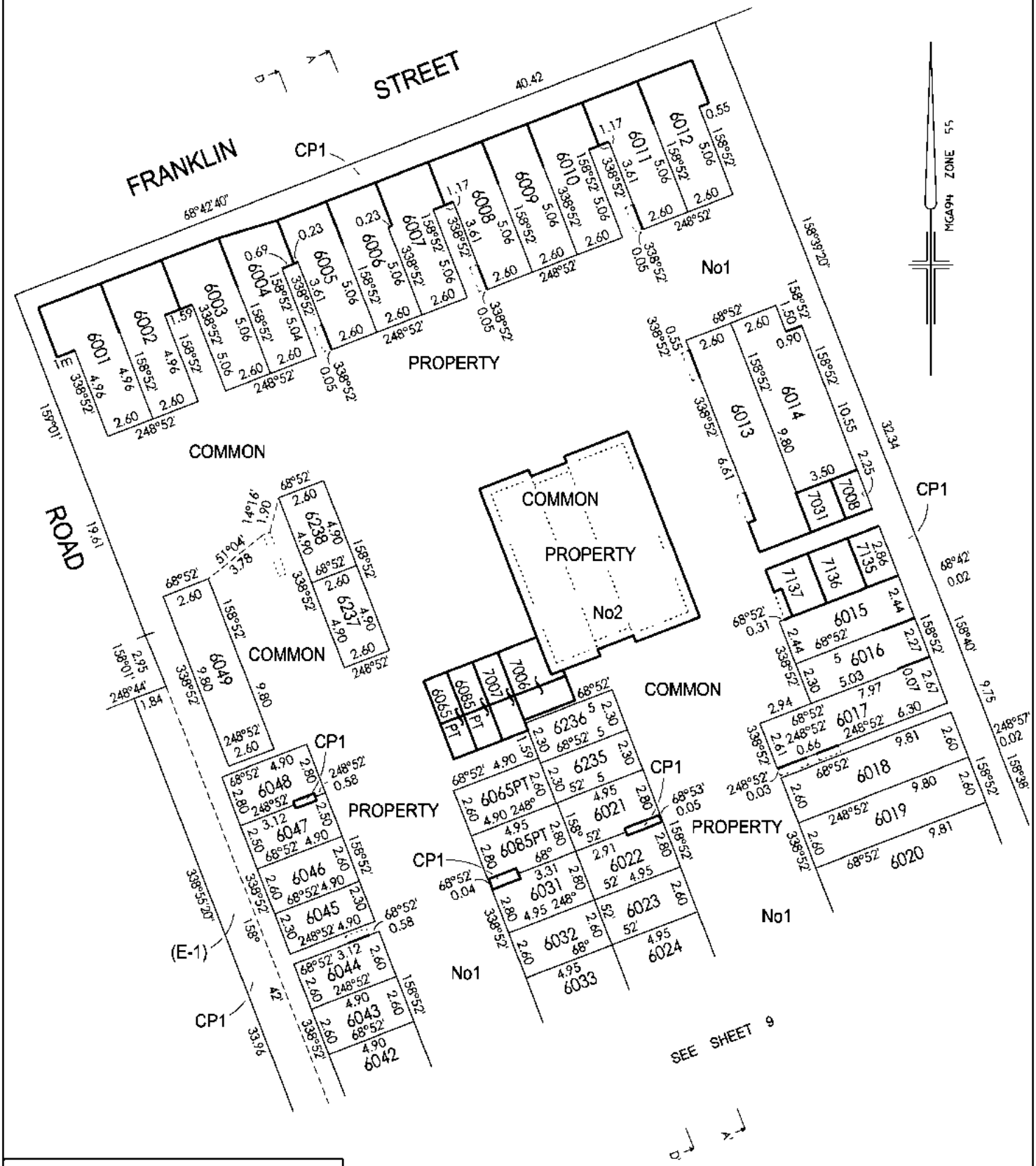
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

BASEMENT LEVEL 3 PART



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SHEET 8

ORIGINAL	SCALE		
SHEET SIZE A3	SCALE 1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4

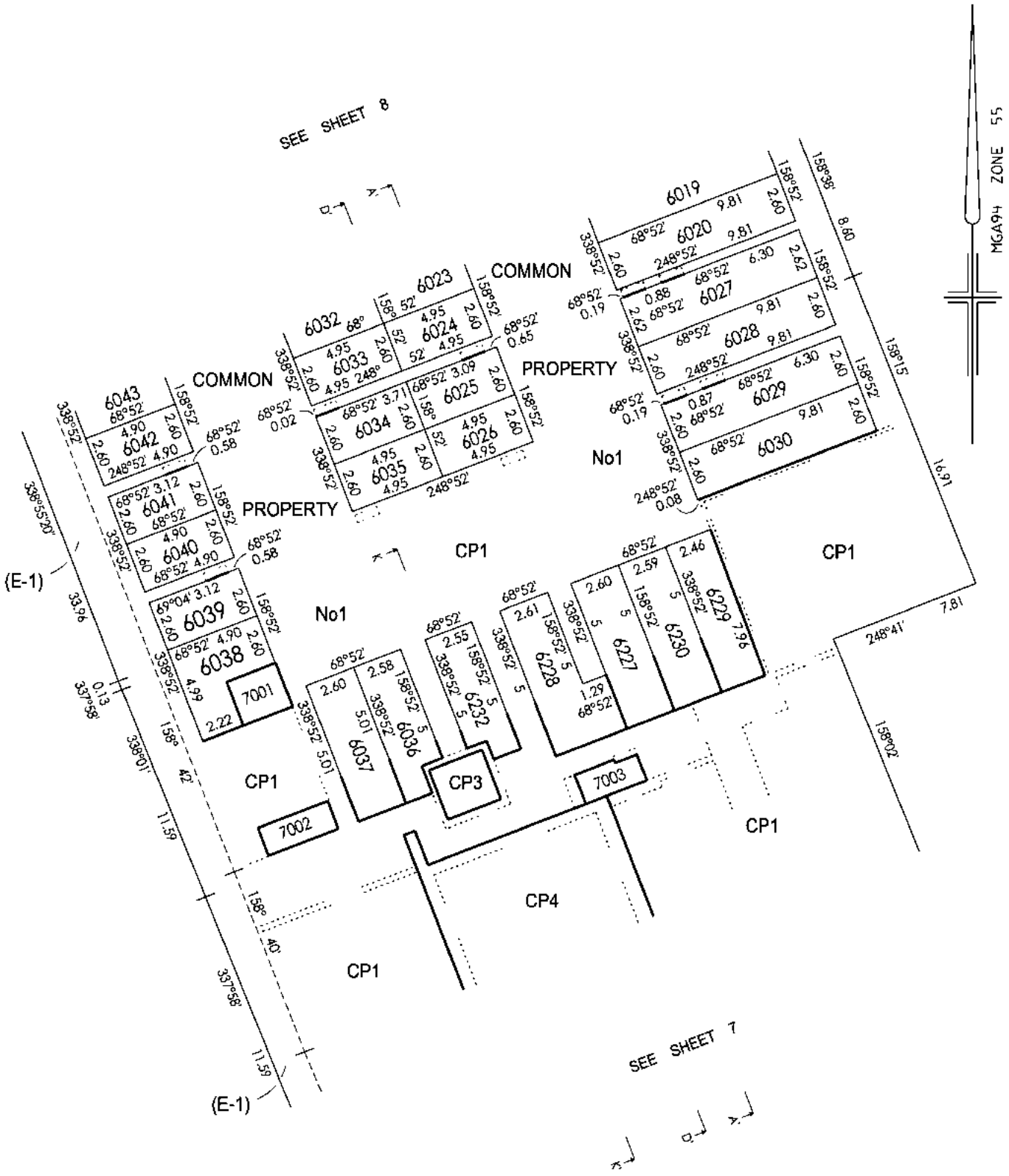
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

BASEMENT LEVEL 3 PART



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SHEET 9

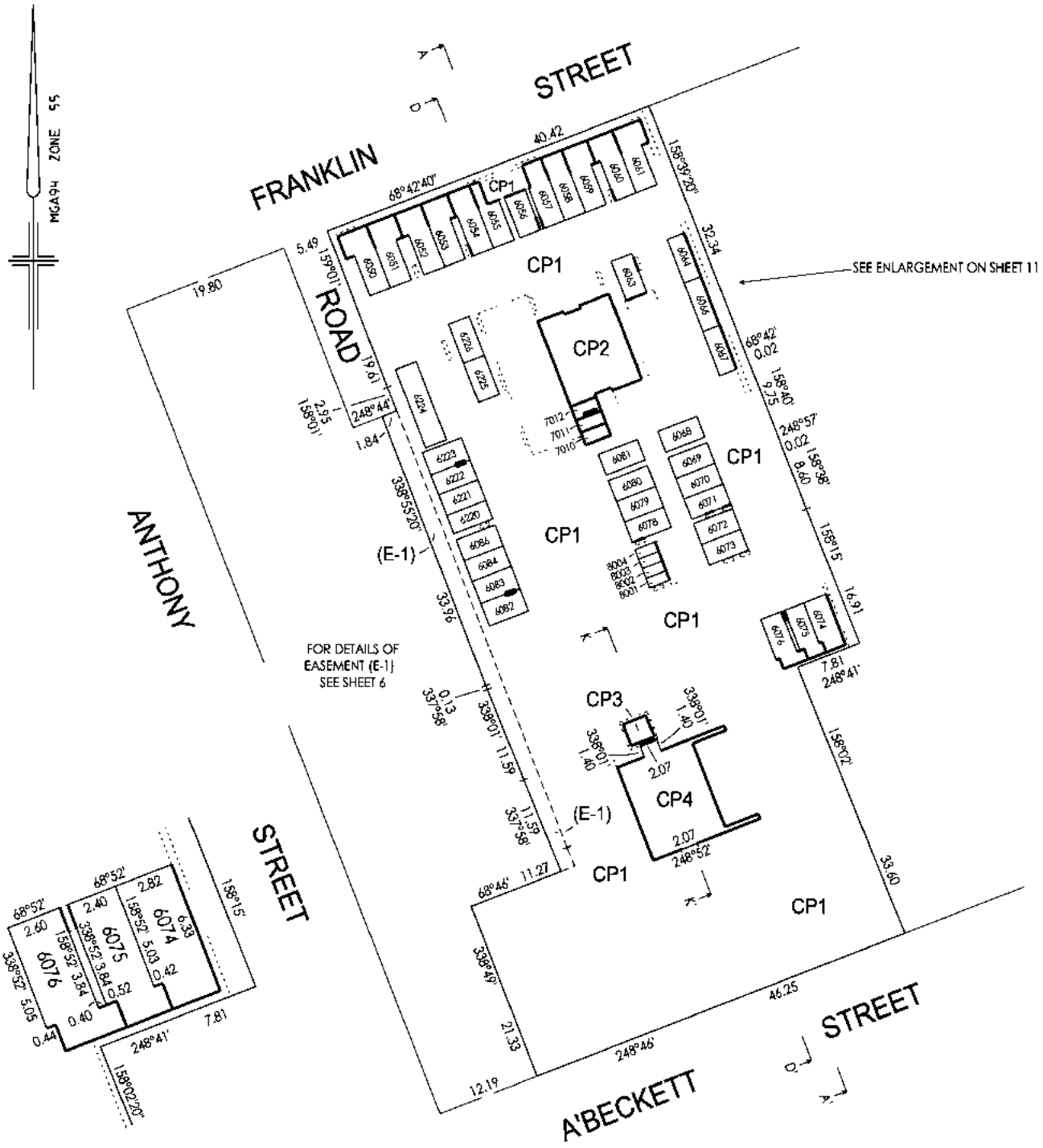
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		REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 3

BASEMENT LEVEL 2



ENLARGEMENT
SCALE 1:200

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SHEET 10

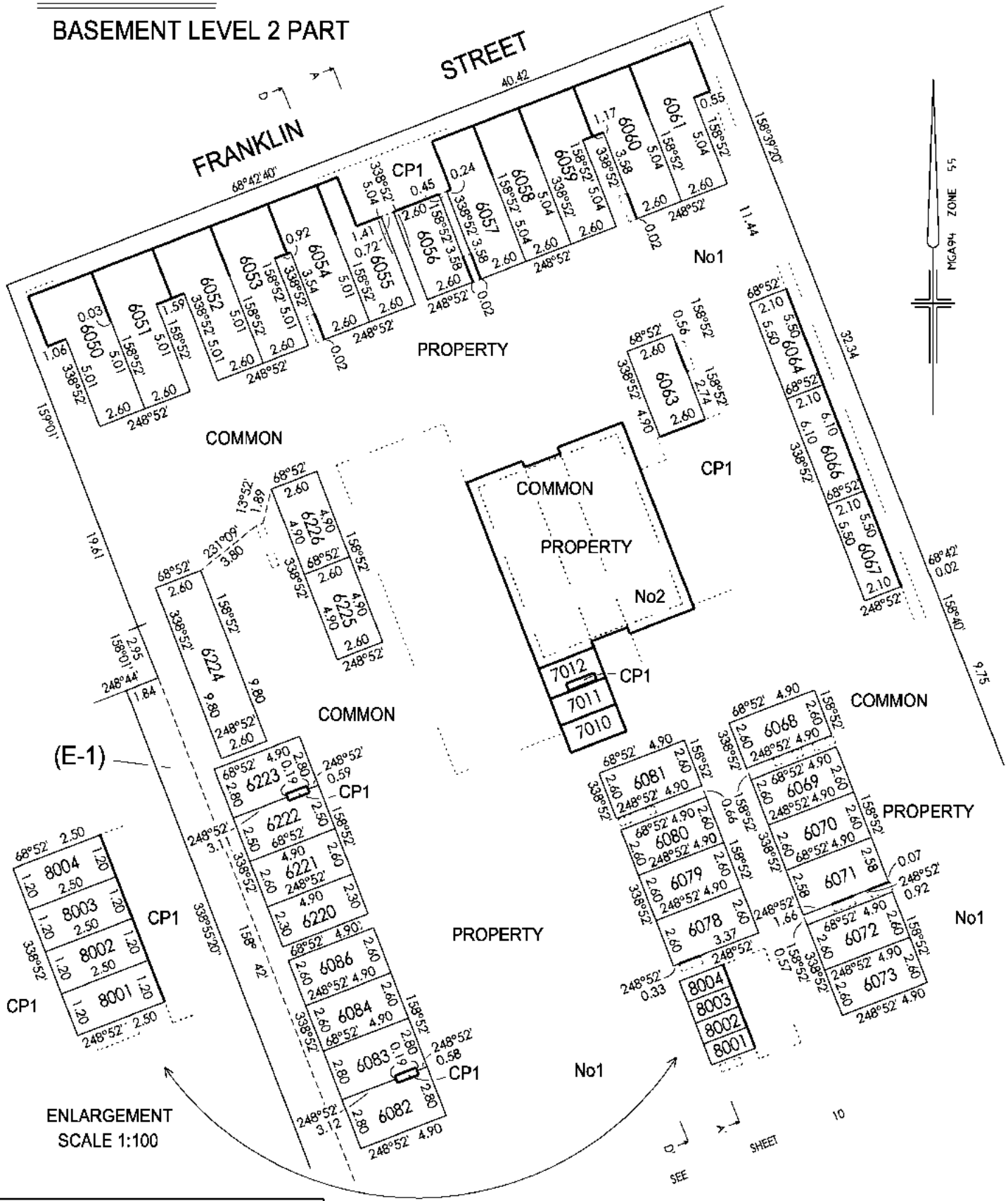
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

BASEMENT LEVEL 2 PART



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SHEET 11

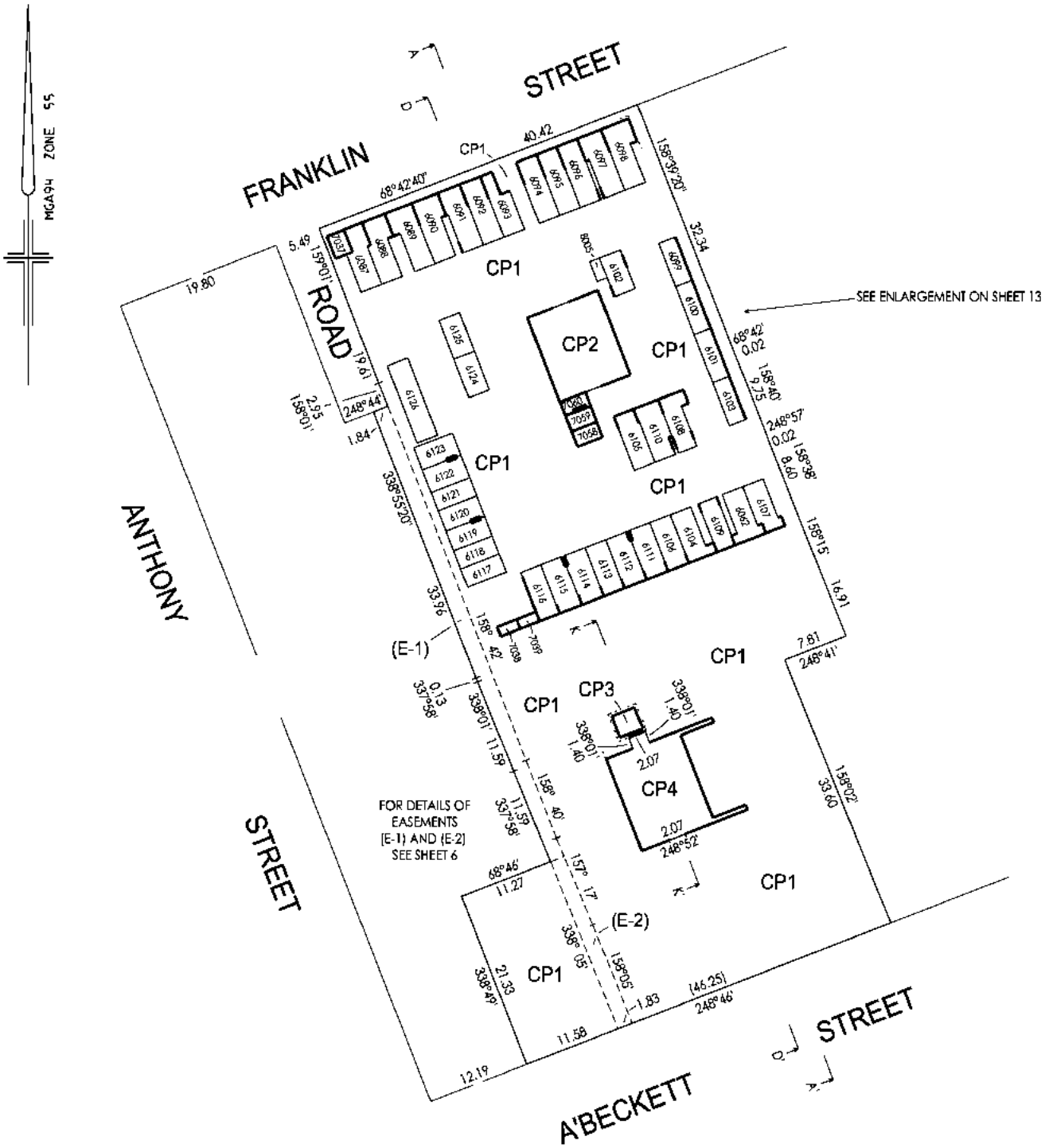
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			REF: 8450 VERSION: 4	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 4

BASEMENT LEVEL 1



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SHEET 12

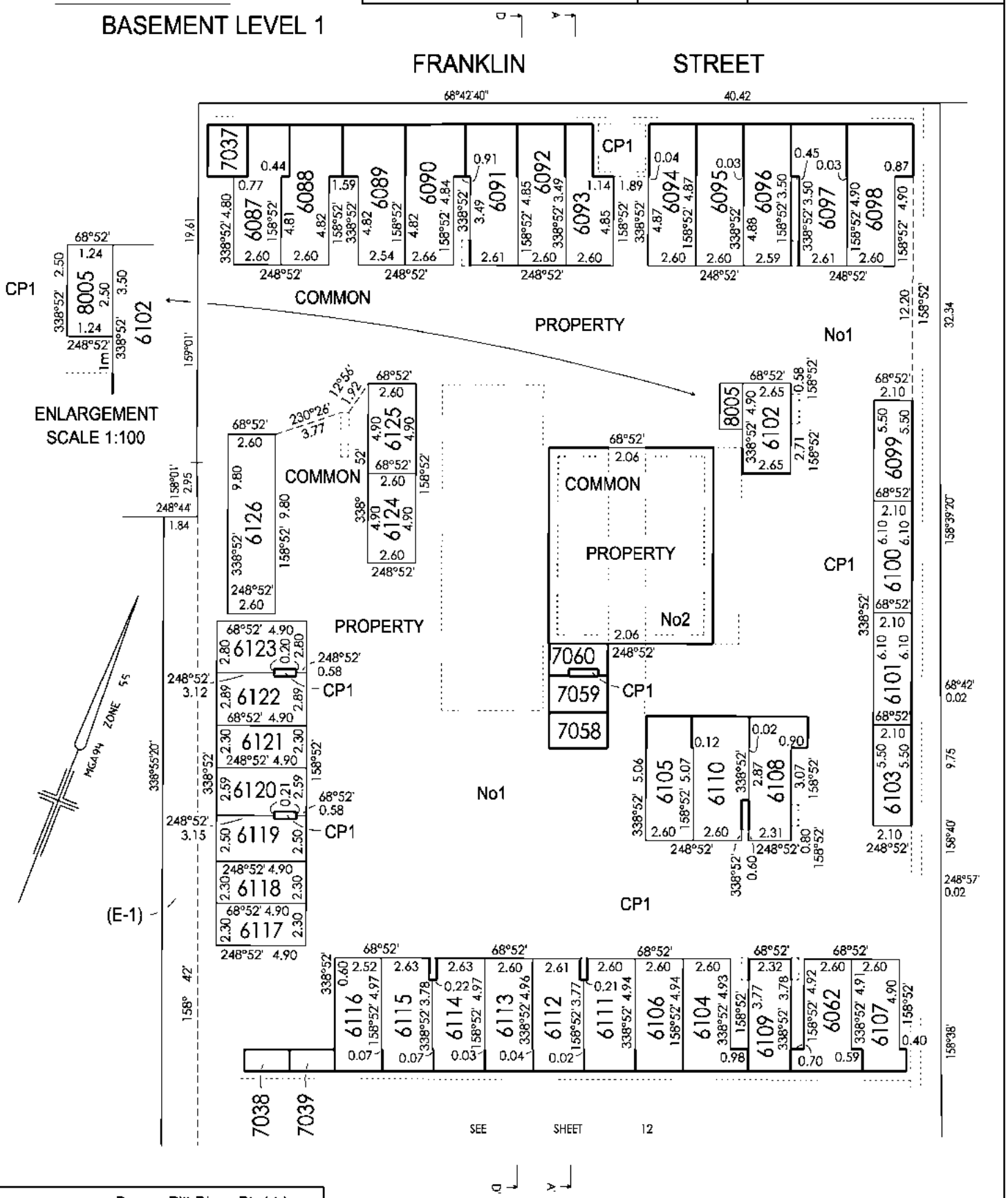
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		REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

BASEMENT LEVEL 1



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SHEET 13

ORIGINAL SHEET SIZE	SCALE	SCALE
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LICENSED SURVEYOR: SIMON P COX

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DATE / /

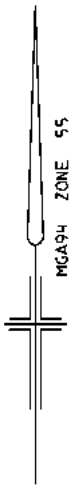
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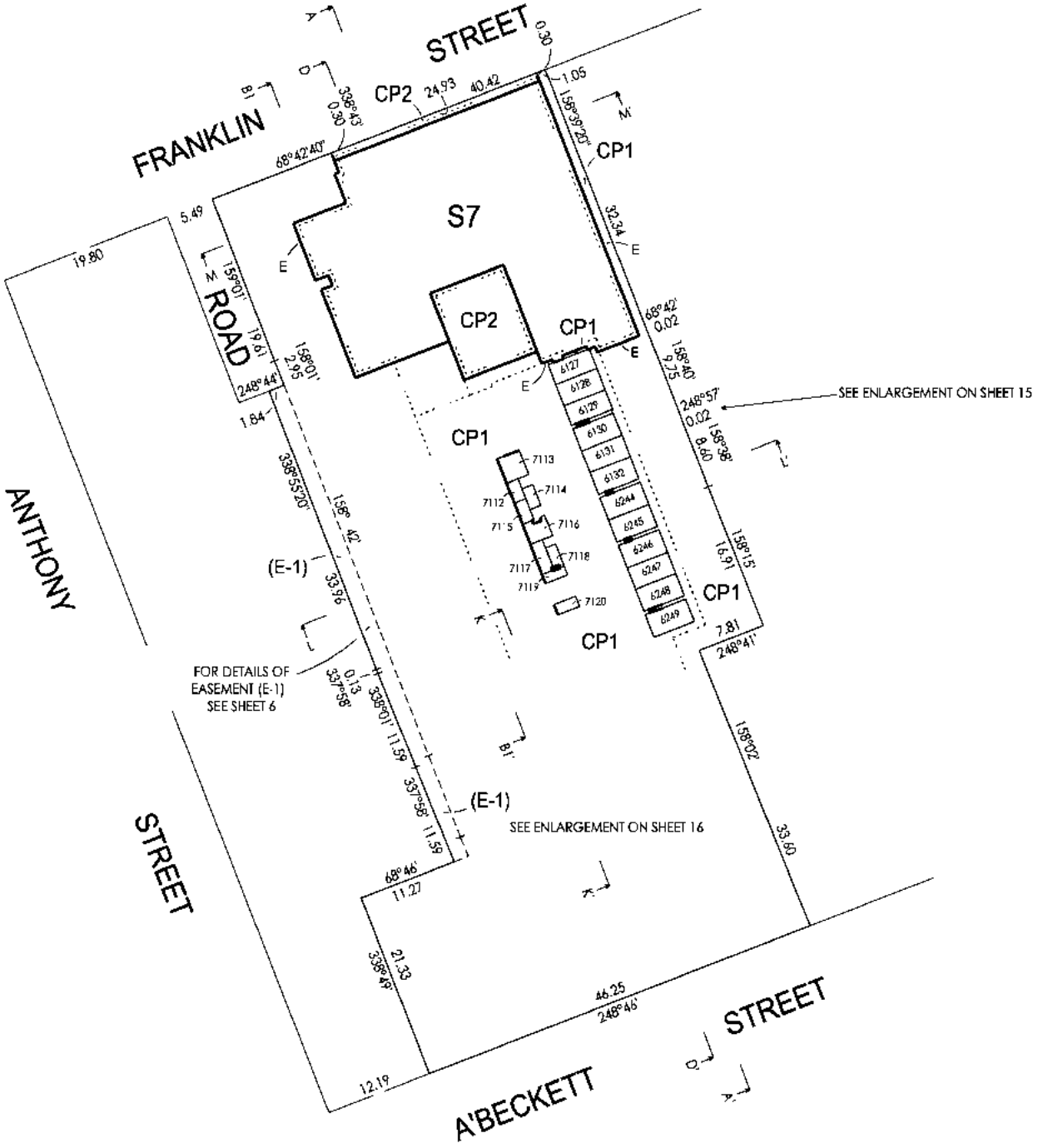
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 5

LEVEL 2





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SHEET 14

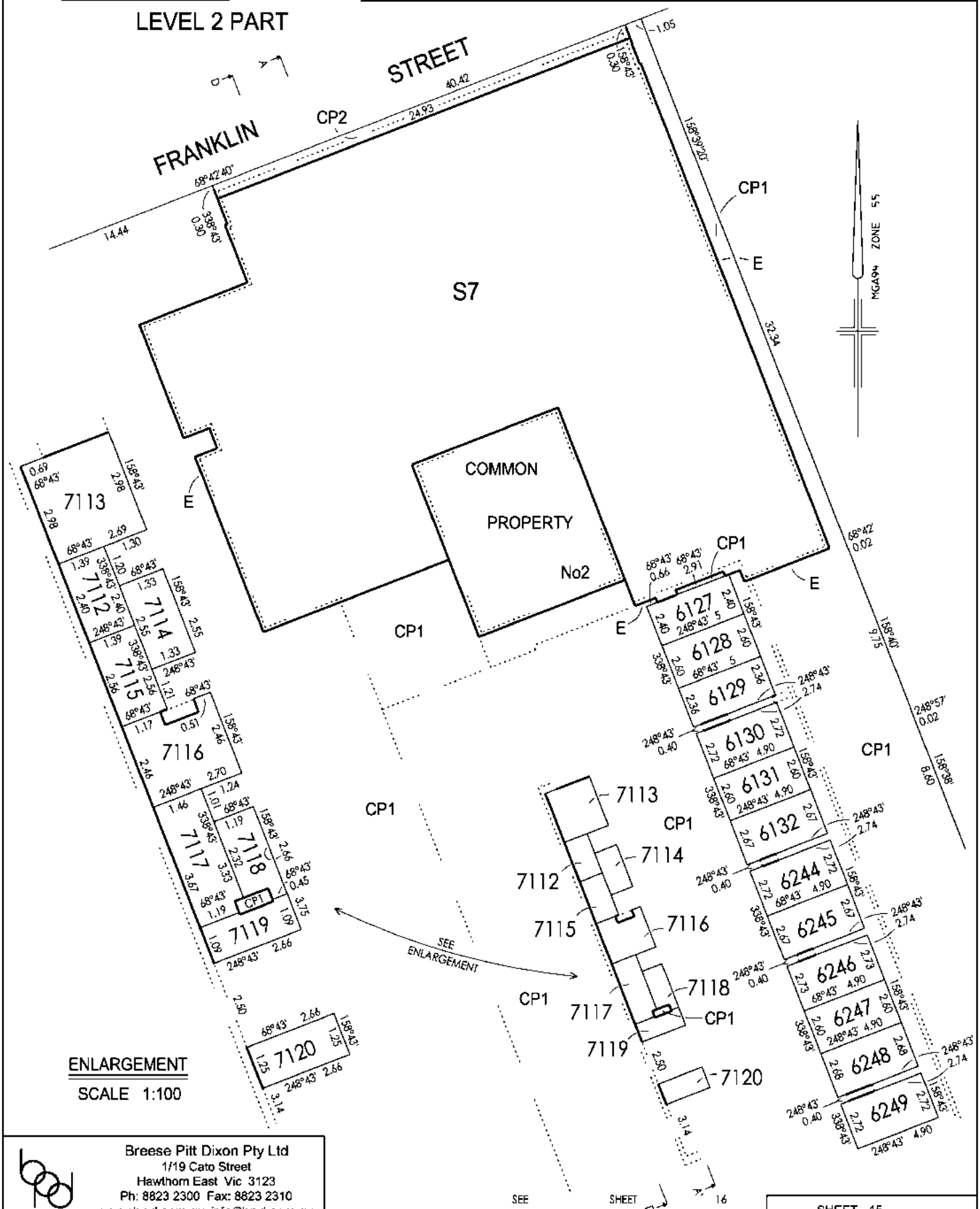
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 2 PART



ENLARGEMENT

SCALE 1:100

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SHEET 15

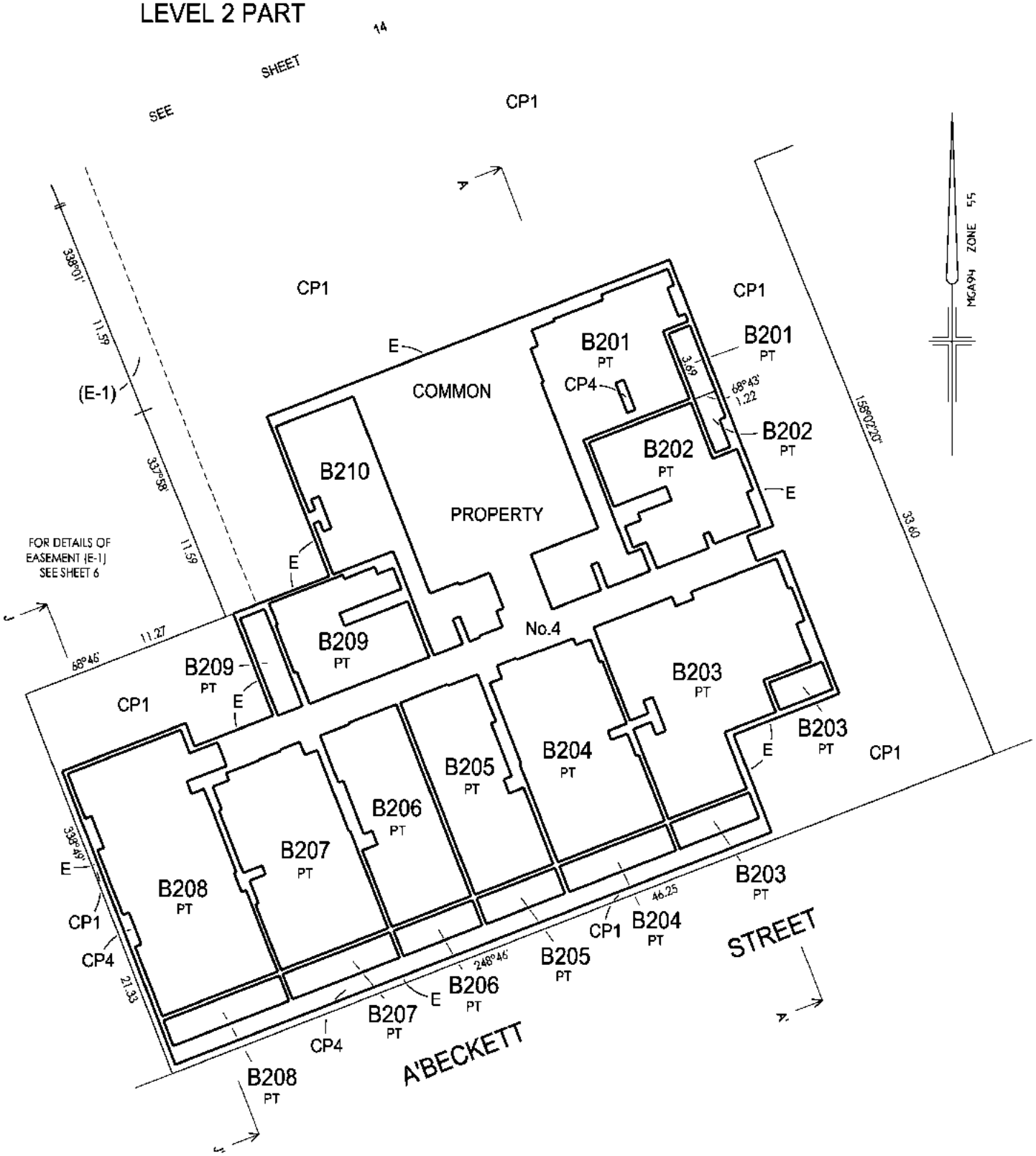
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			REF: 8450 VERSION: 4	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 2 PART



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SHEET 16

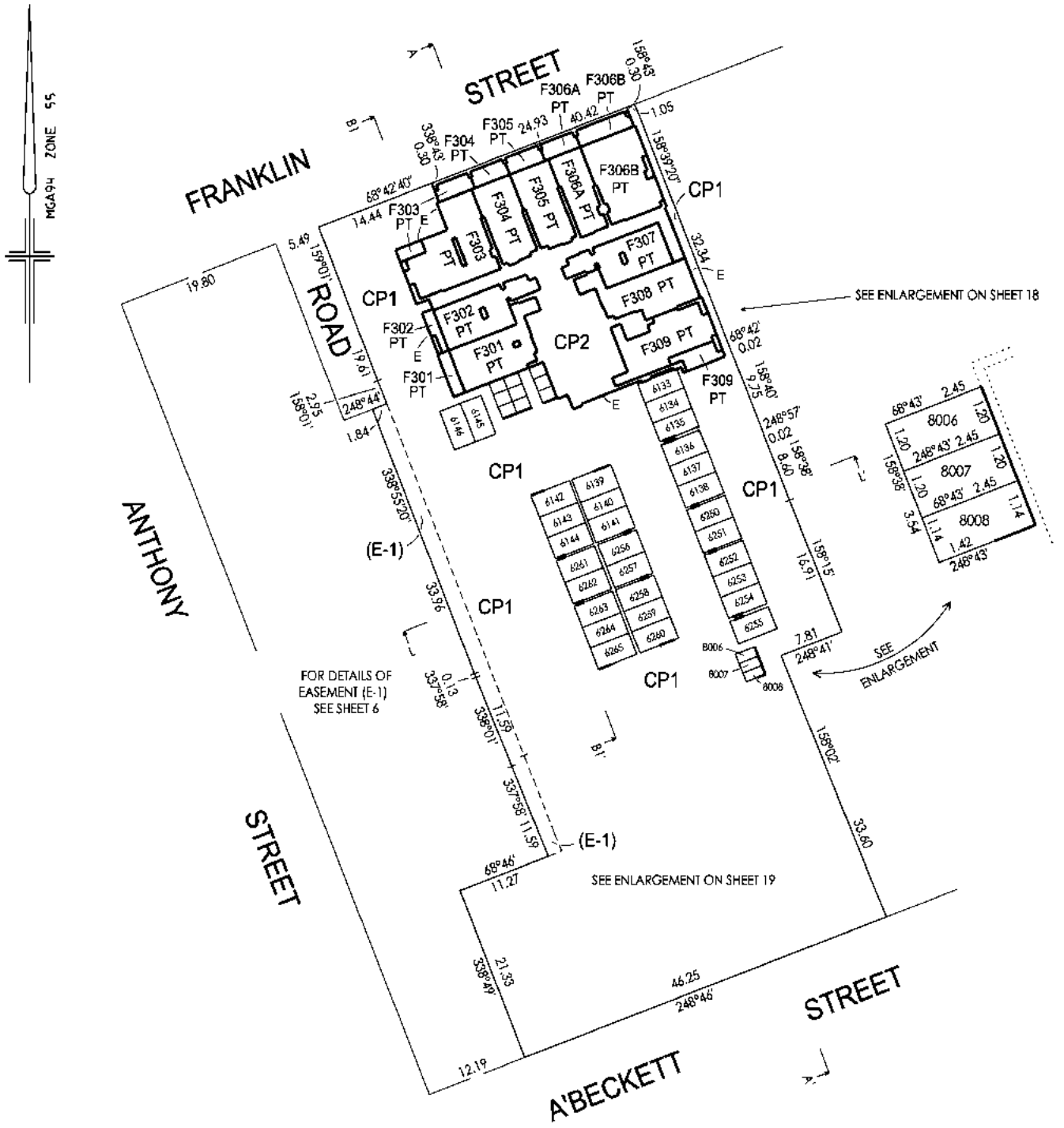
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 6

LEVEL 3



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SHEET 17

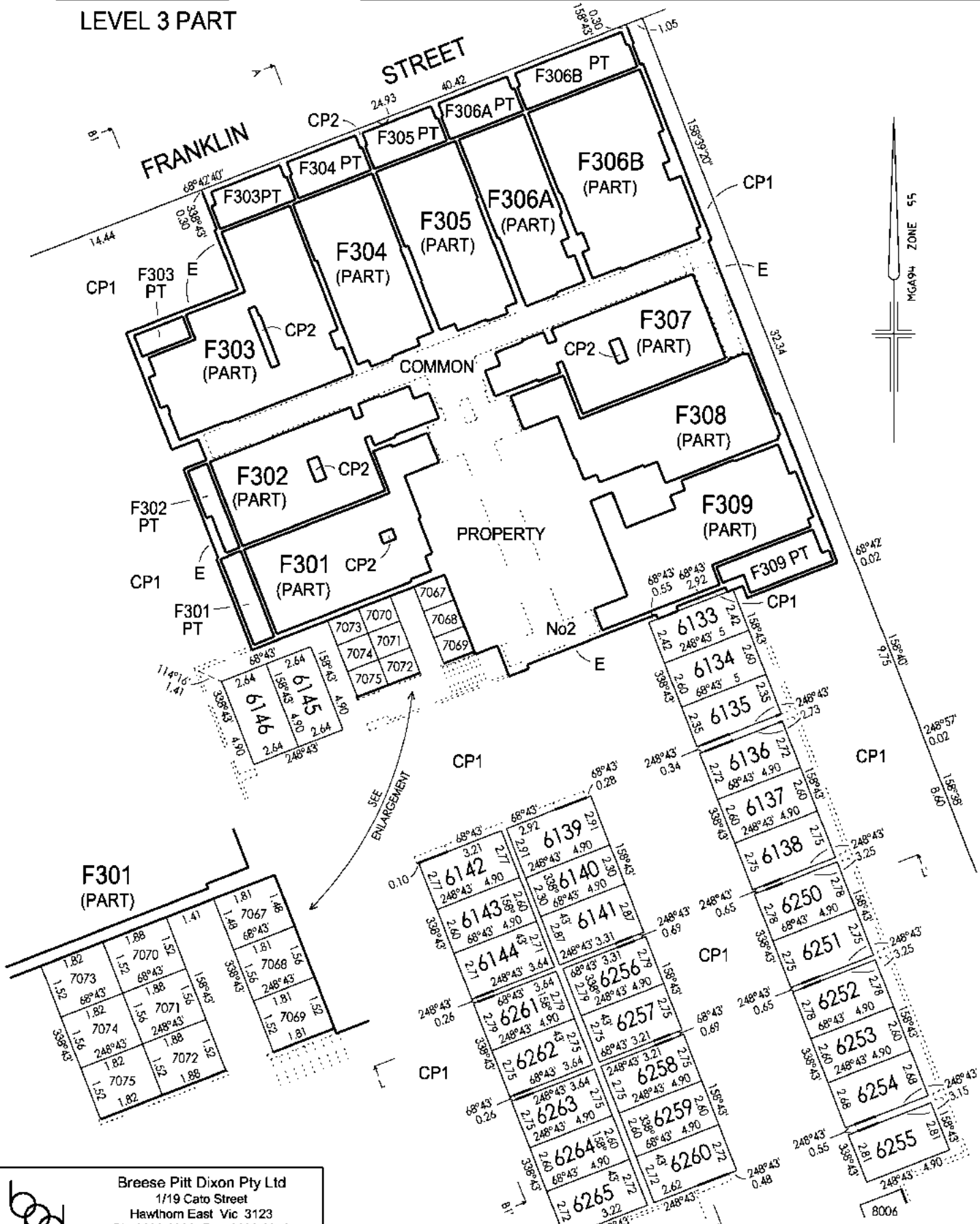
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A3	1:500	LENGTHS ARE IN METRES	REF: 8450 VERSION: 4	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 3 PART



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SHEET 18

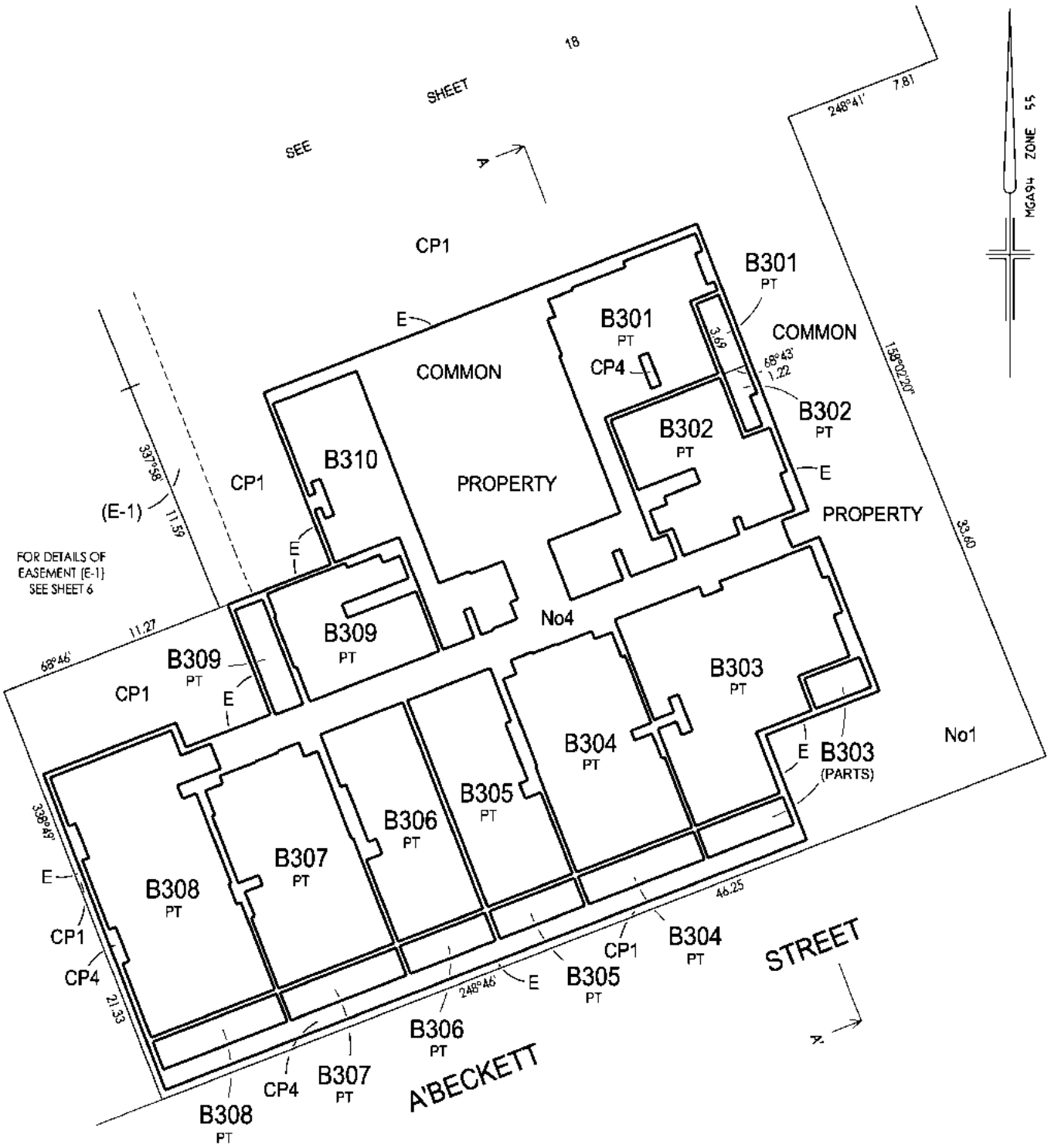
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 3 PART



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SHEET 19

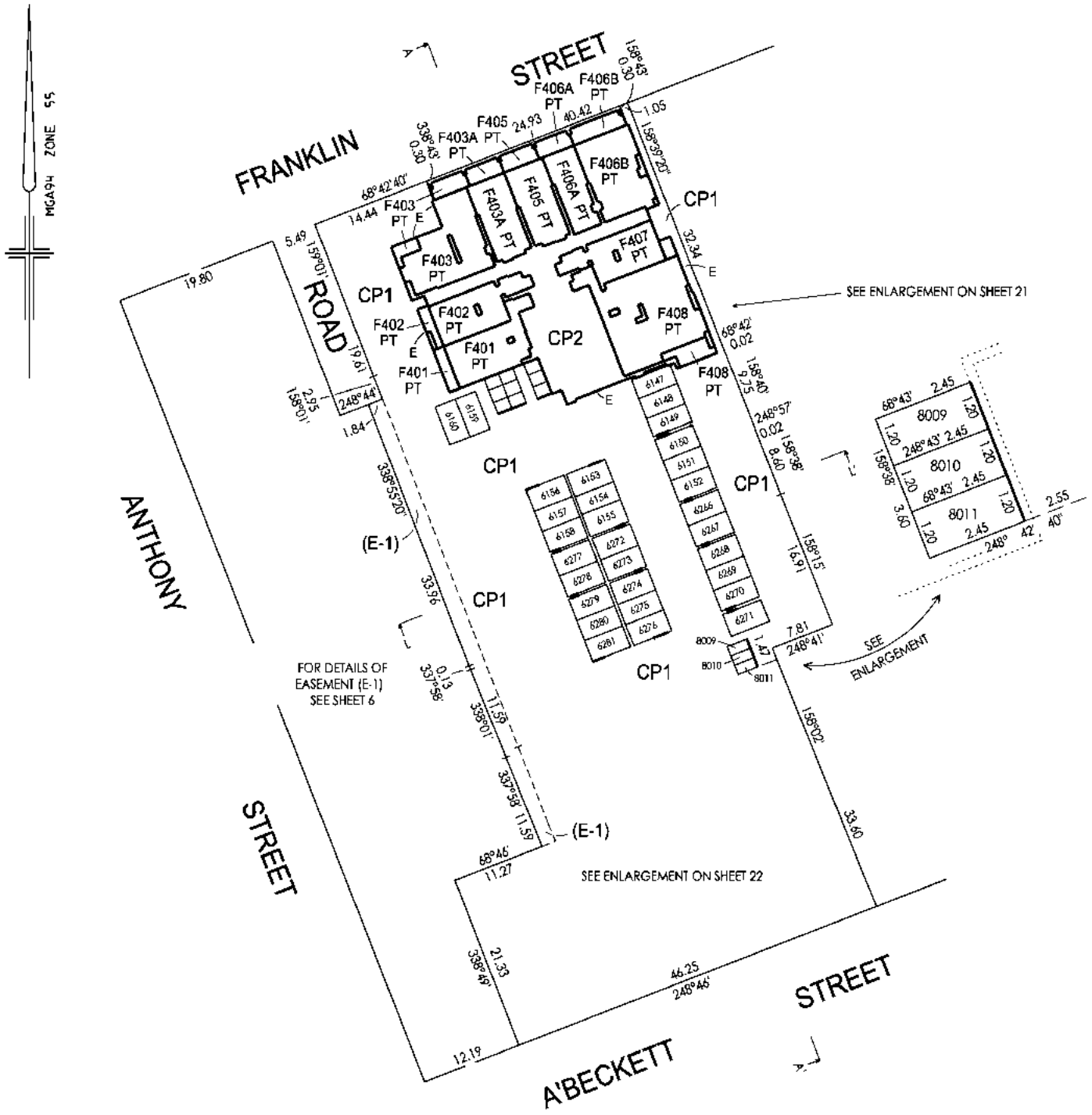
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 7

LEVEL 4



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SHEET 20

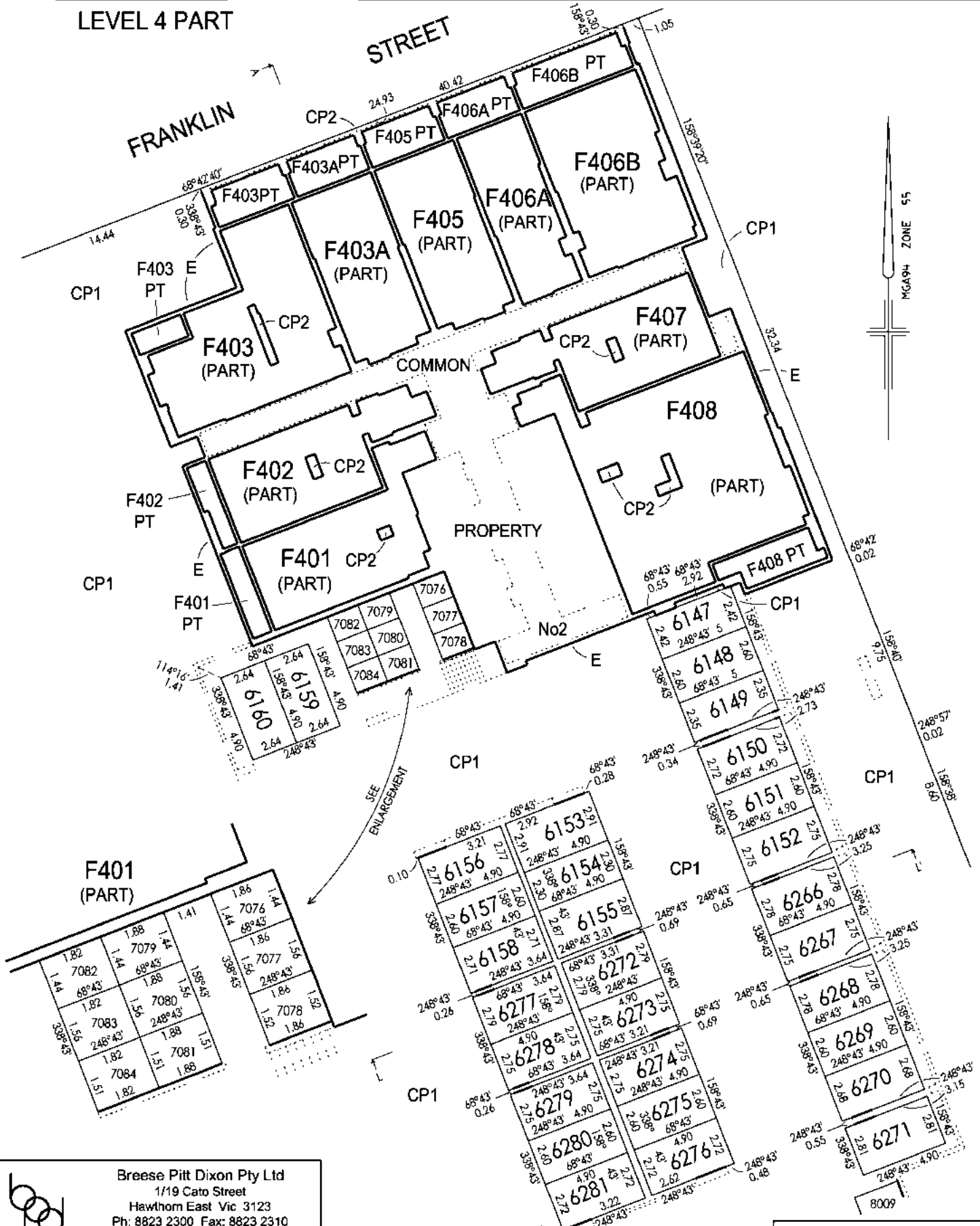
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 4 PART



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SHEET 21

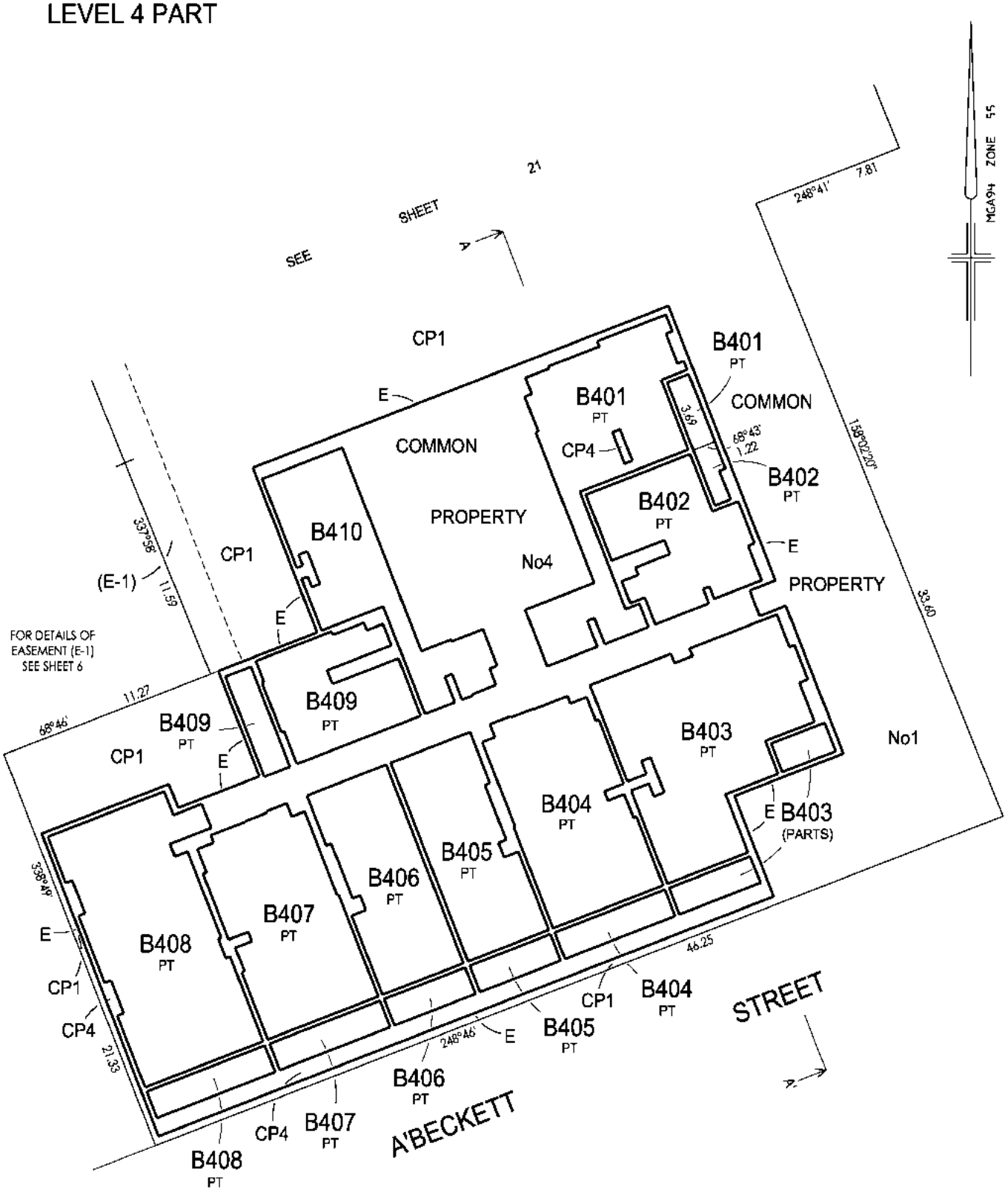
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SHEET SIZE A3 / SCALE 1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED
		REF: 8450 VERSION: 4
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 4 PART



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SHEET 22

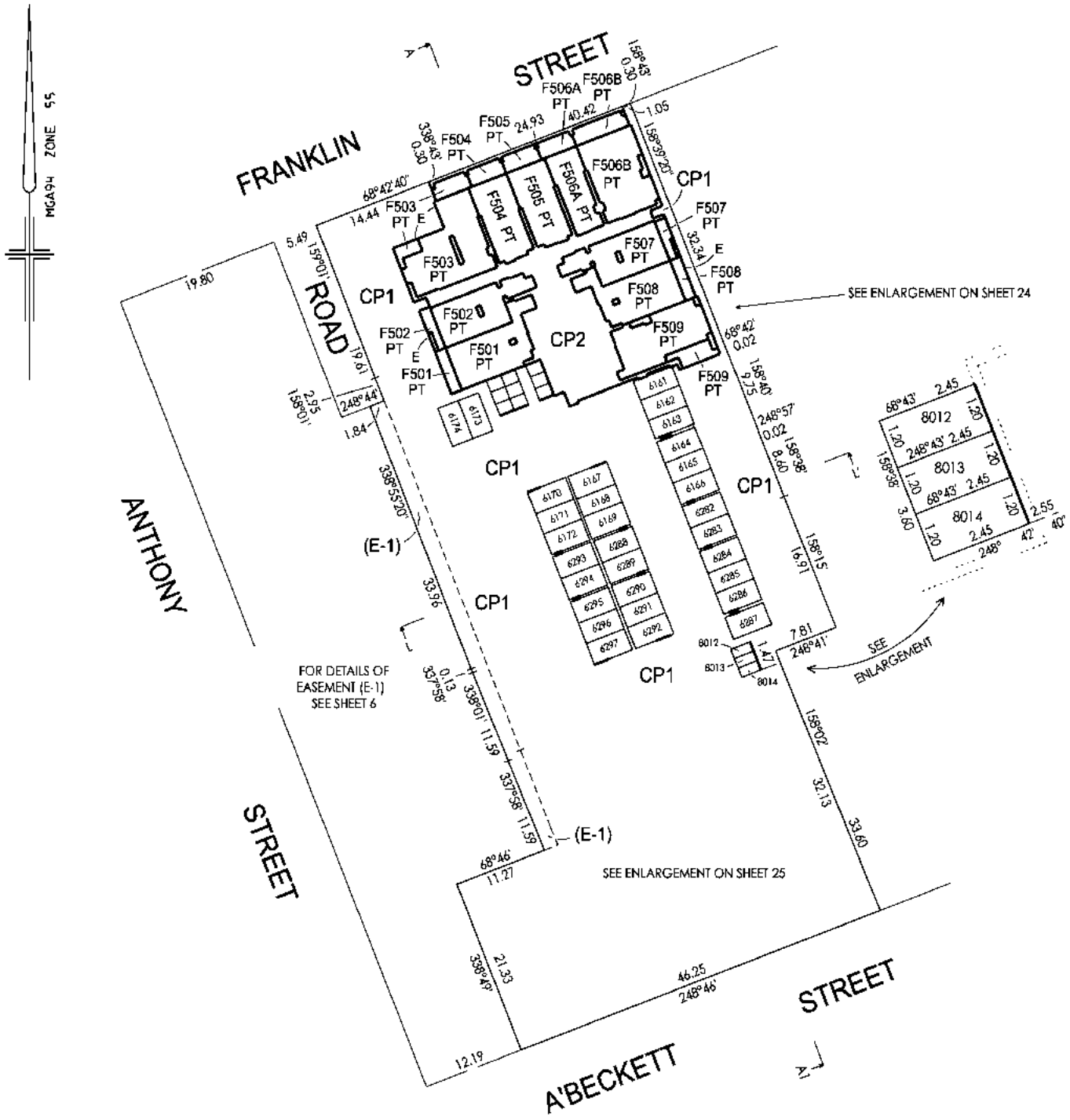
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 8

LEVEL 5



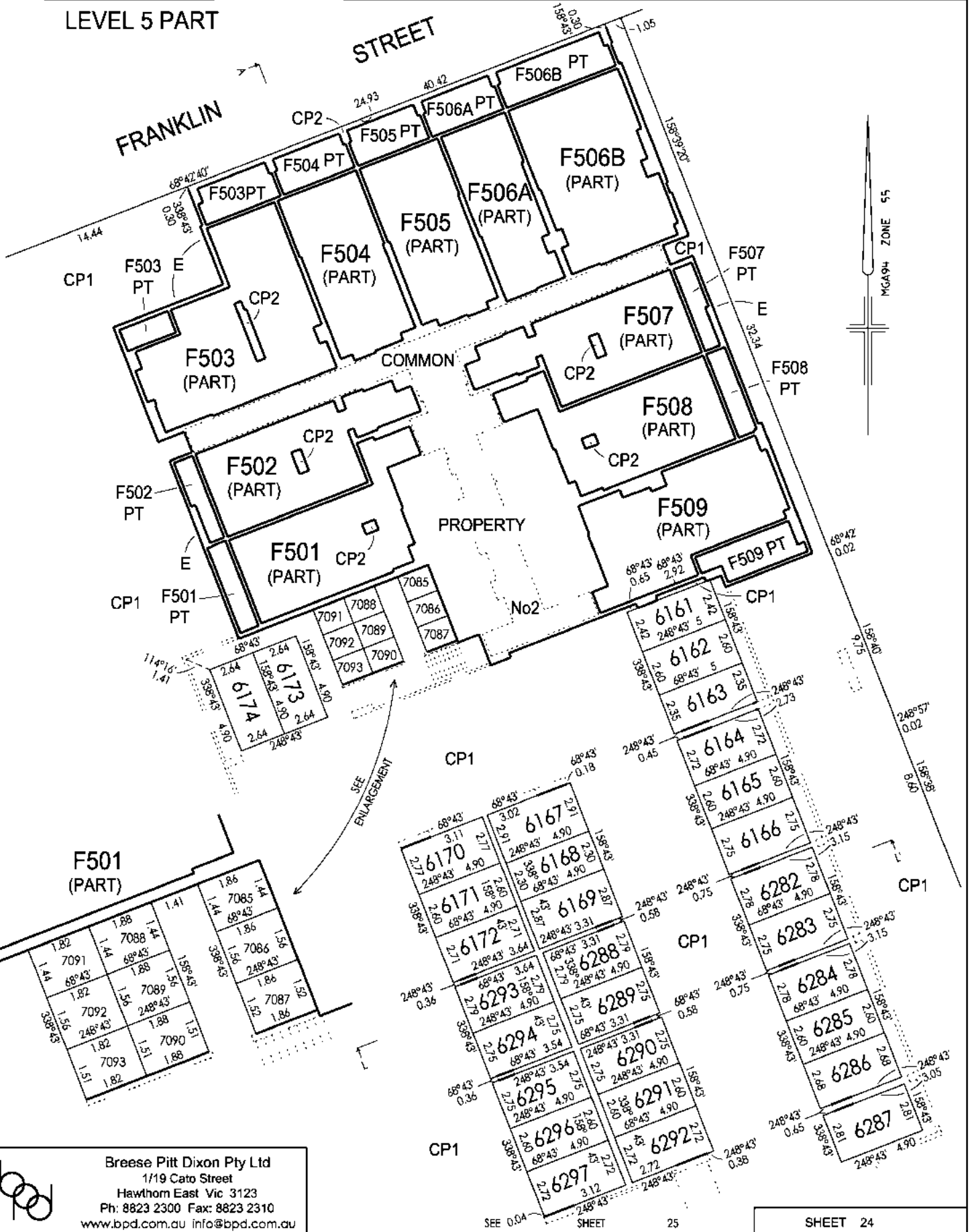
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		SHEET 23
ORIGINAL SHEET SIZE A3 / SCALE 1:500	SCALE 10 0 10 20 LENGTHS ARE IN METRES	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 5 PART



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SEE 004 SHEET 25

SHEET 24

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

REF: 8450 VERSION: 4

DATE / /

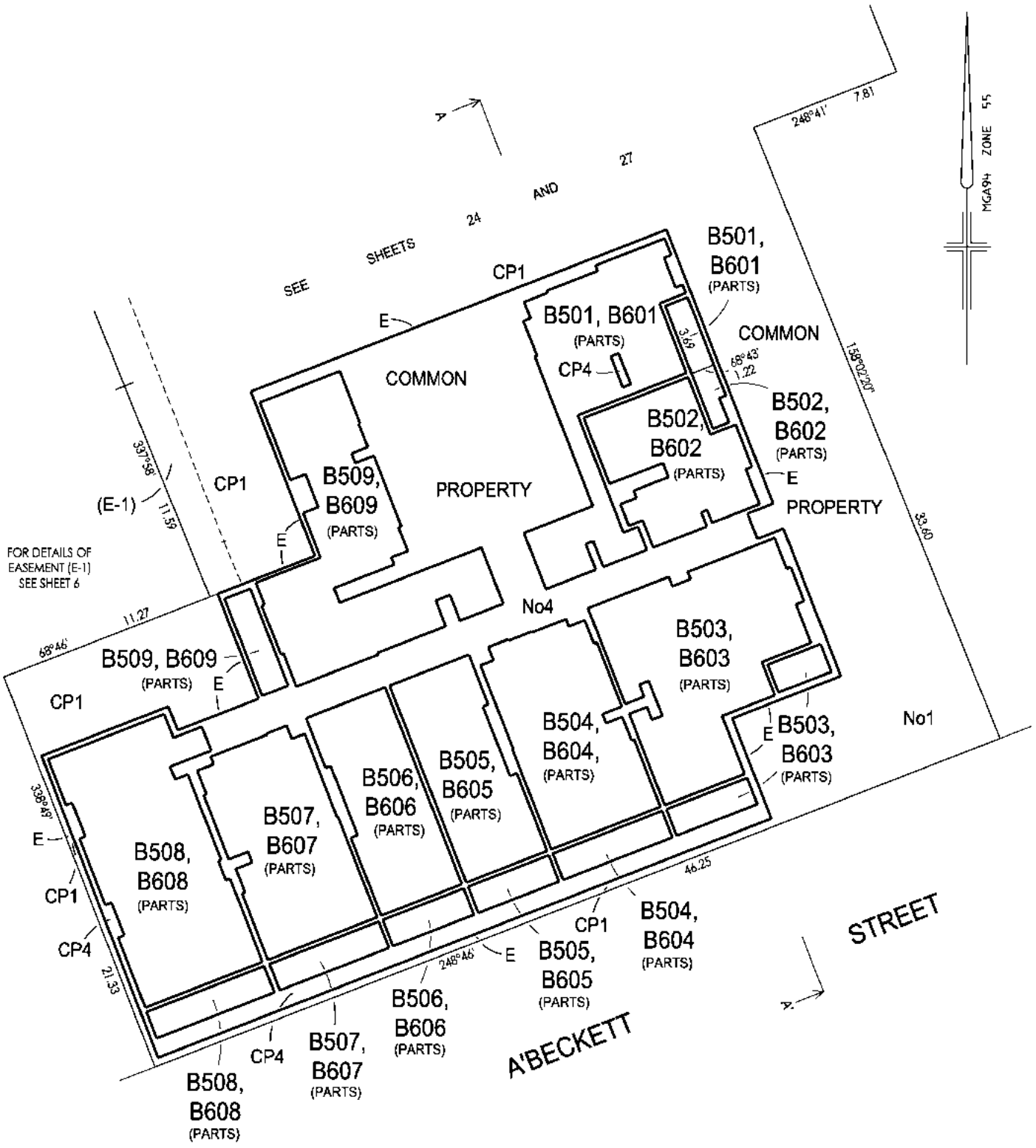
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 5 PART AND LEVEL 6 PART



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SHEET 25

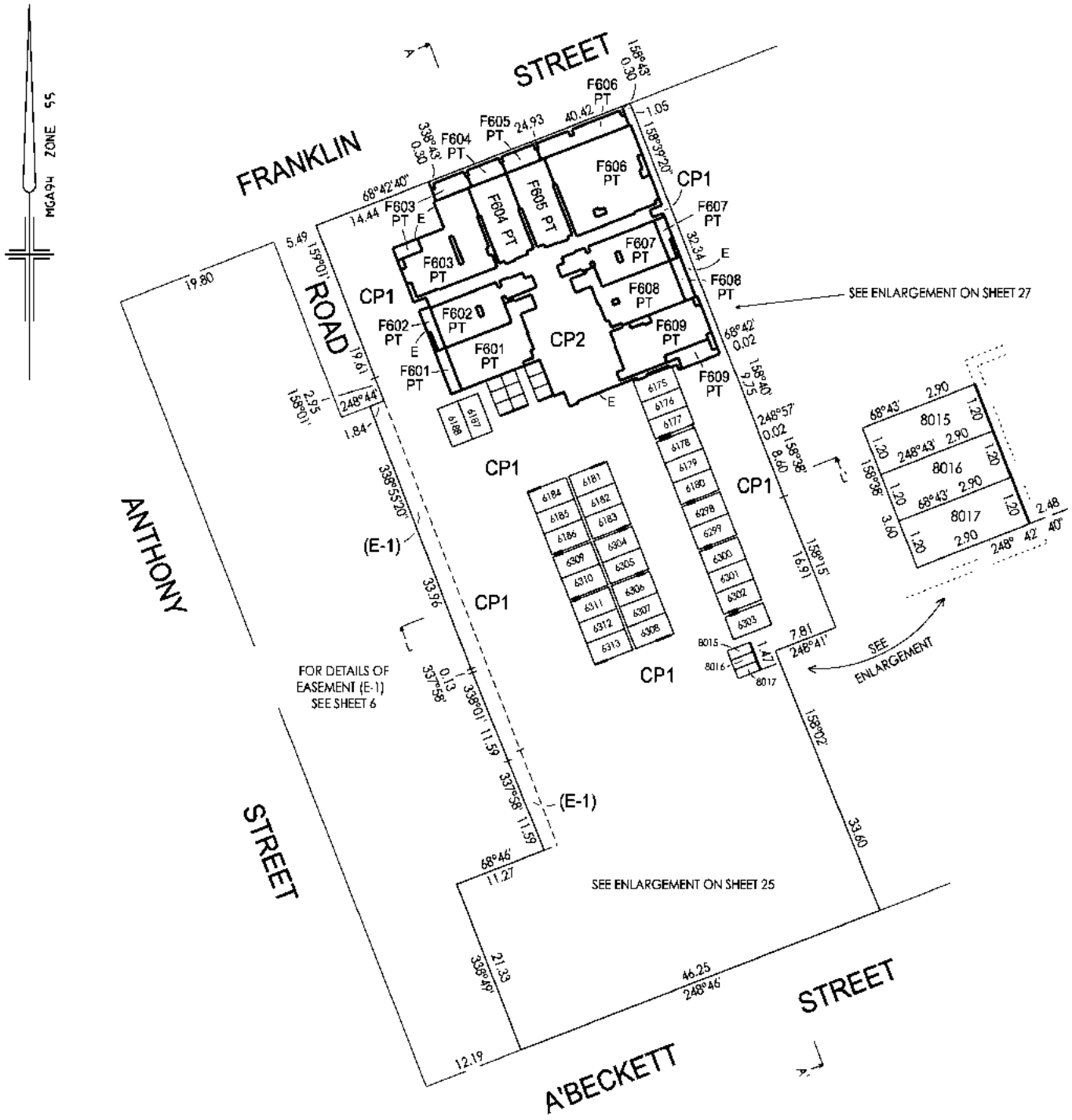
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 9

LEVEL 6



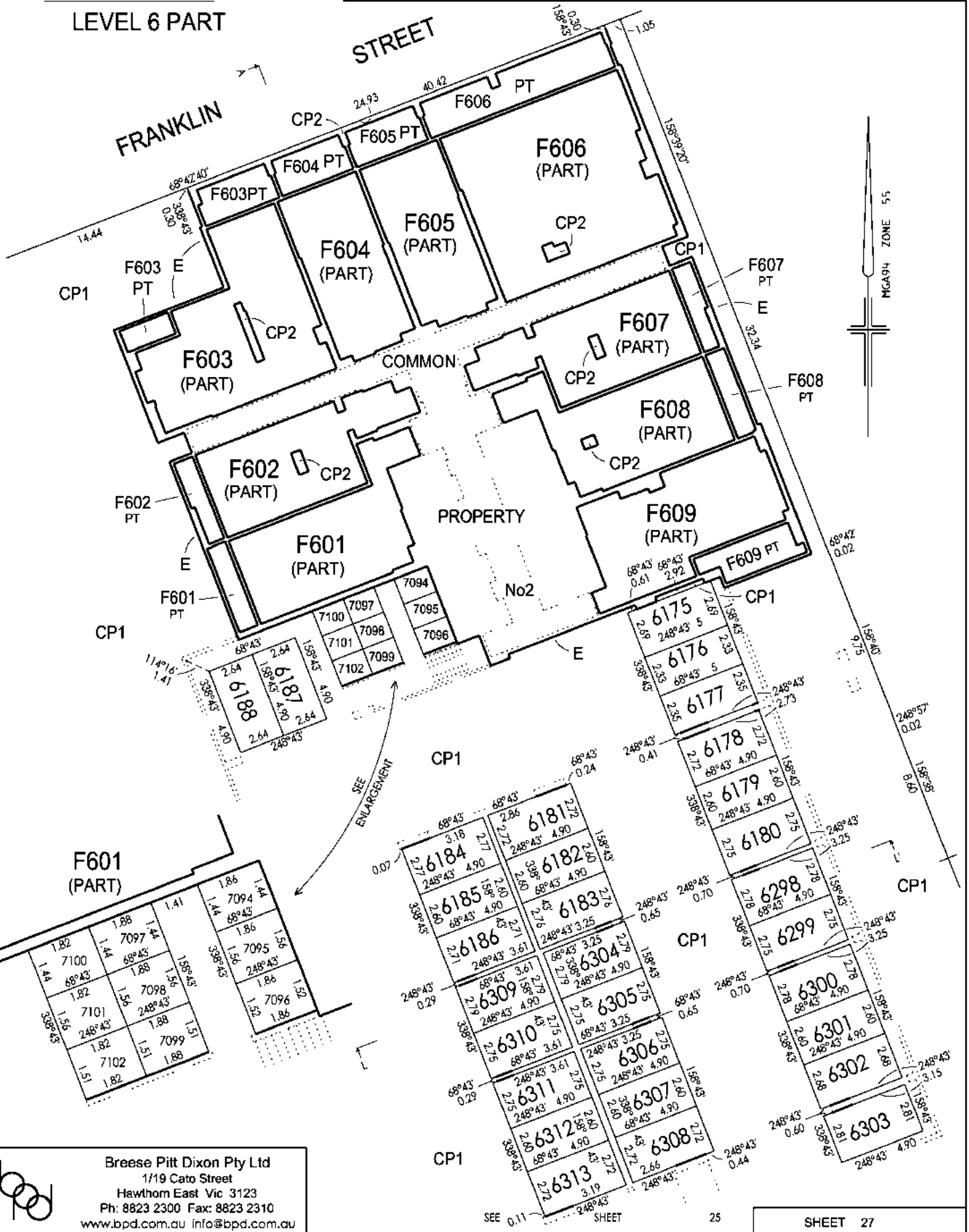
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		SHEET 26
ORIGINAL SHEET SIZE A3 | SCALE 1:500	SCALE 10 0 10 20 LENGTHS ARE IN METRES	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION:
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 6 PART



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SEE SHEET 25

SHEET 27

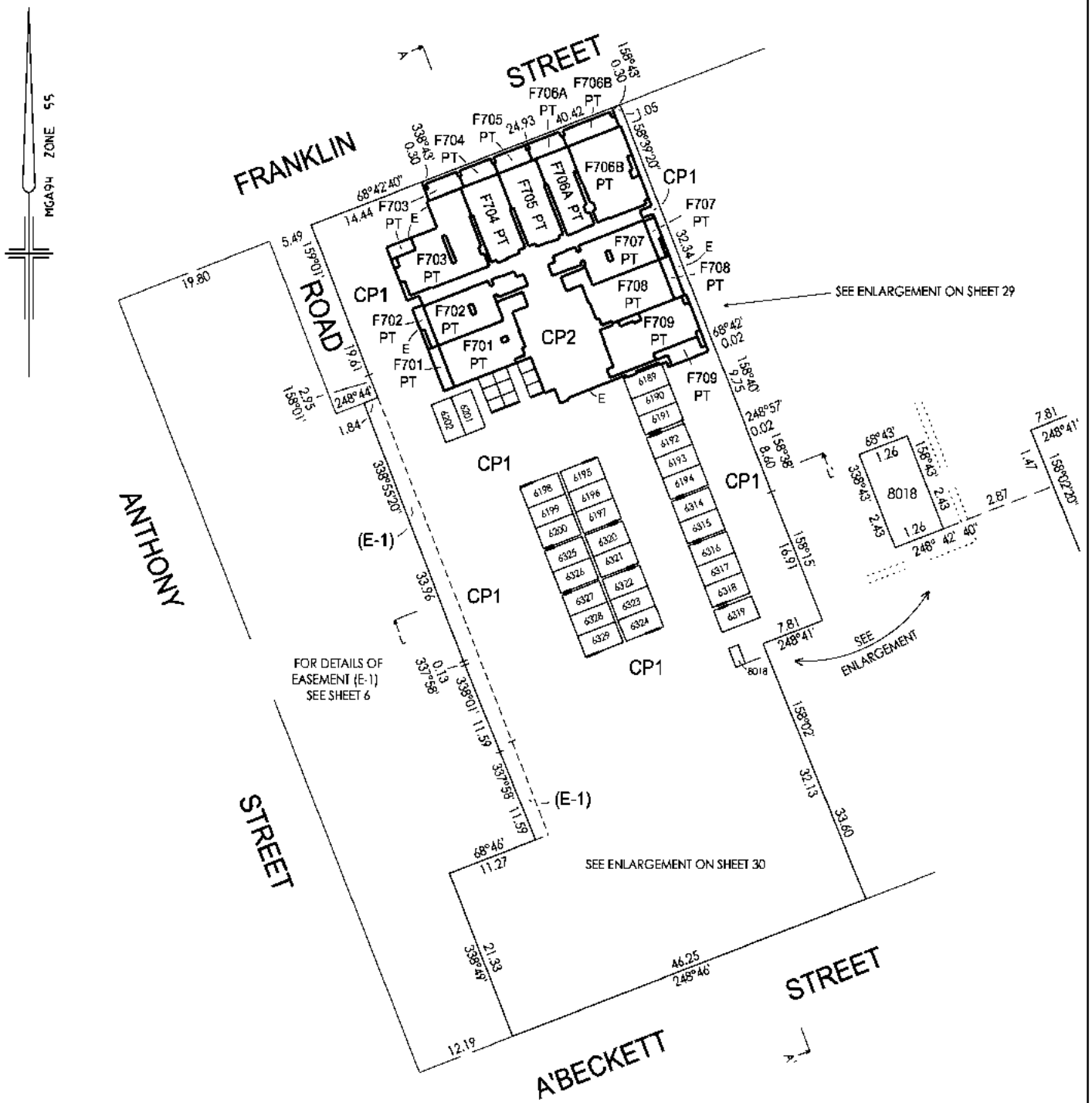
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SHEET SIZE A3 / SCALE 1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED
		REF: 8450 VERSION: 4
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 10

LEVEL 7



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SHEET 28

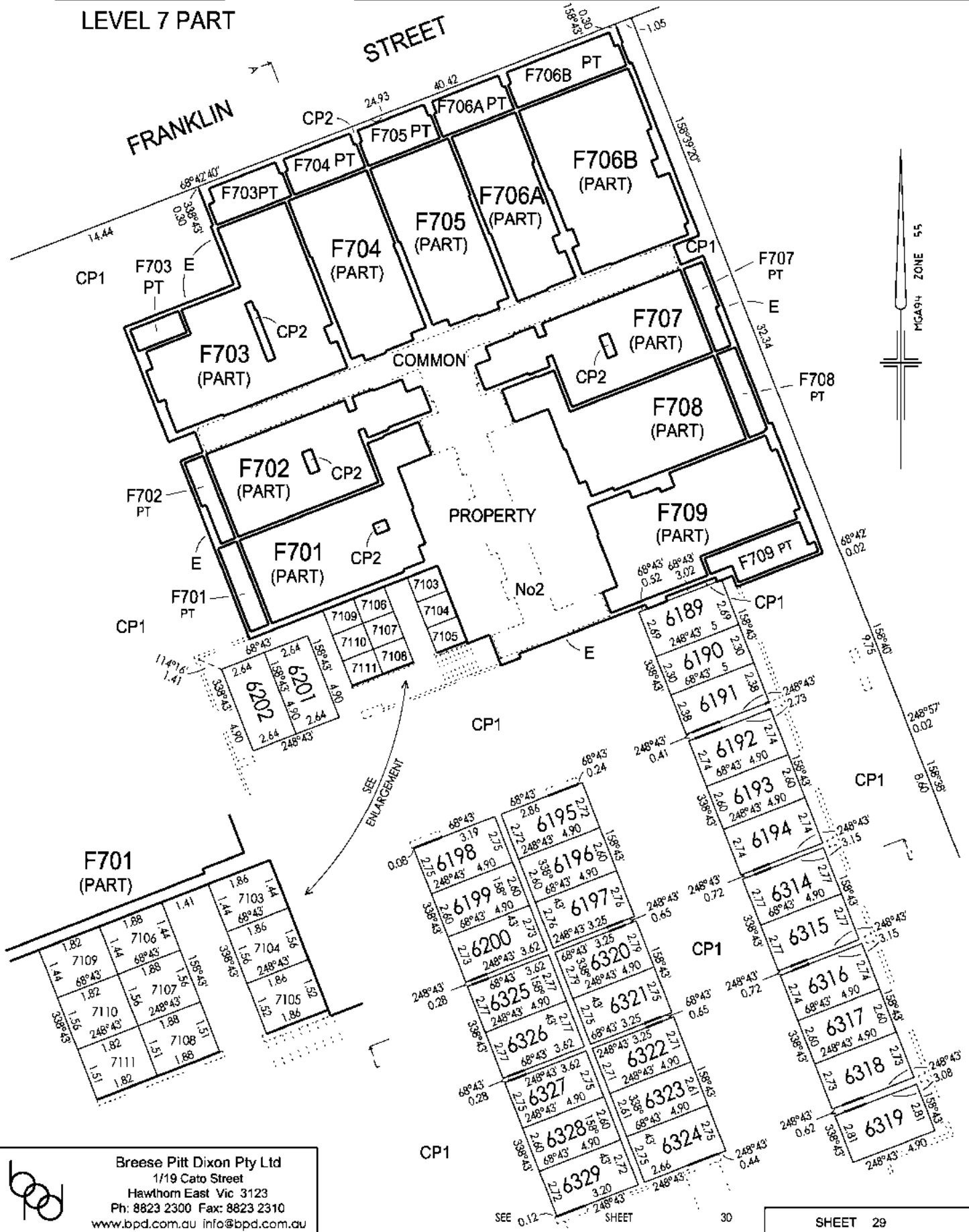
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 7 PART



SEE SHEET 30

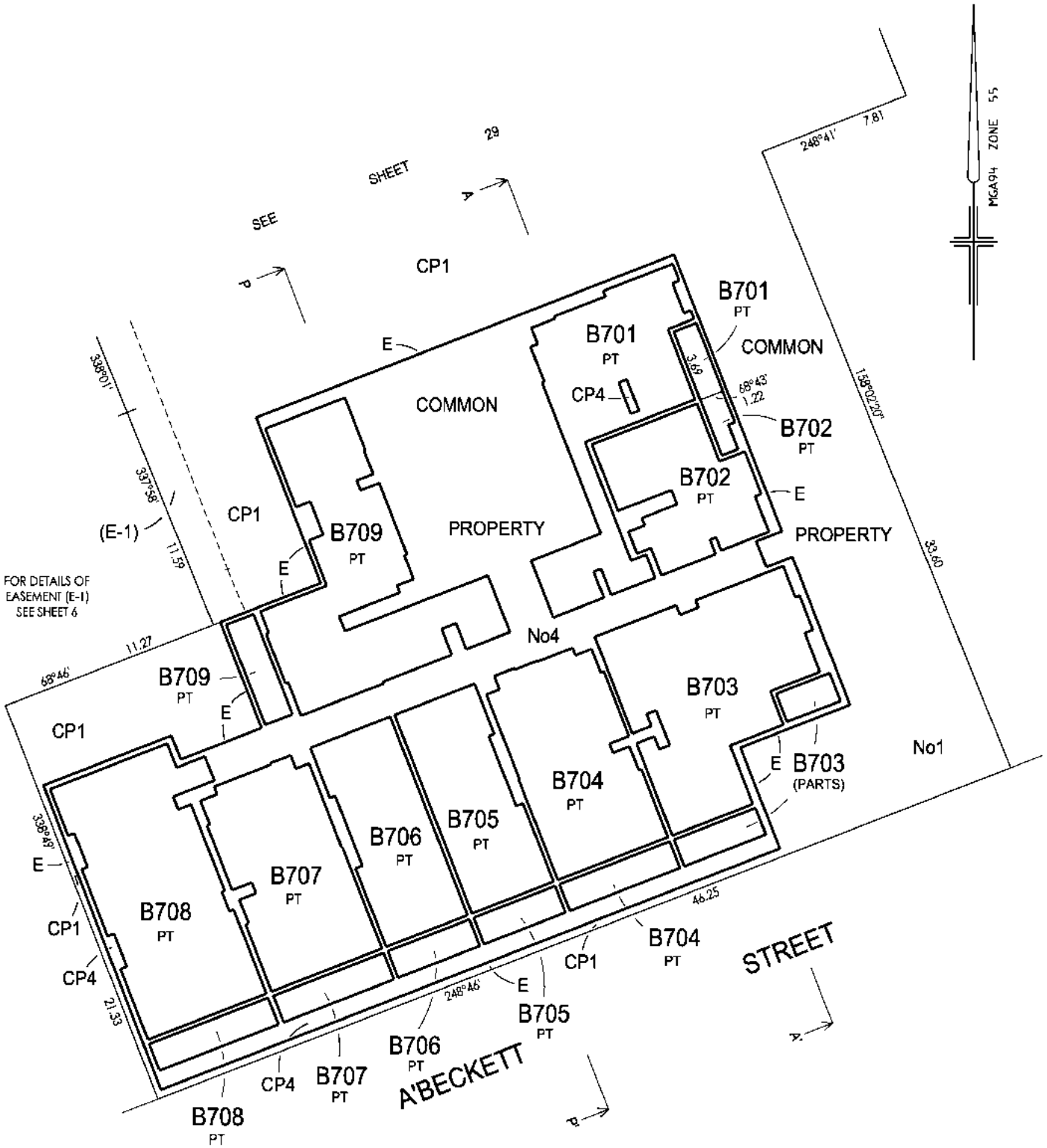
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		SHEET 29
ORIGINAL SHEET SIZE A3 / SCALE 1:200	SCALE 2 0 2 4 6 8 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 7 PART



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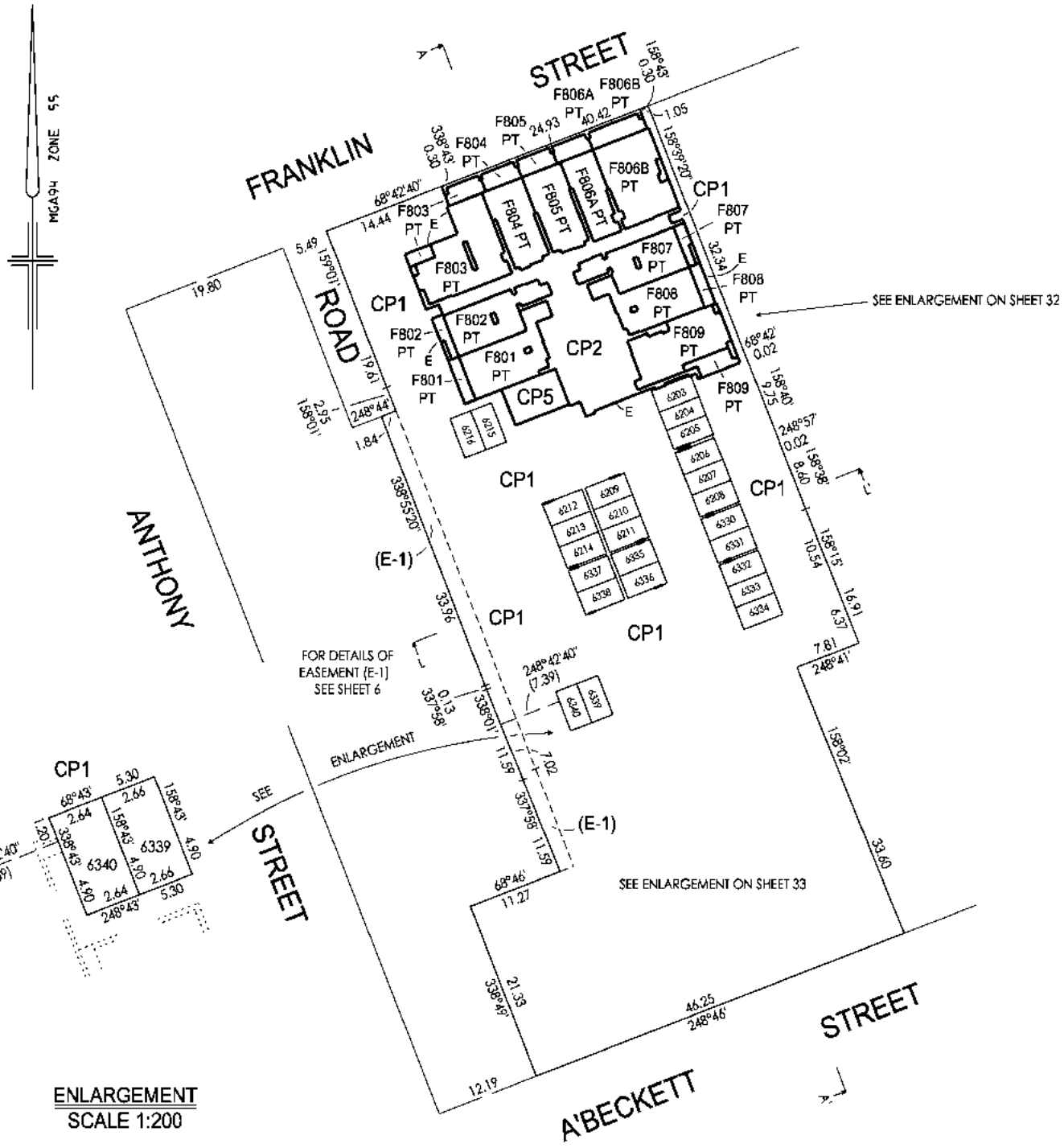
SHEET 30

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX	
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 11
LEVEL 8



ENLARGEMENT
SCALE 1:200

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SHEET 31

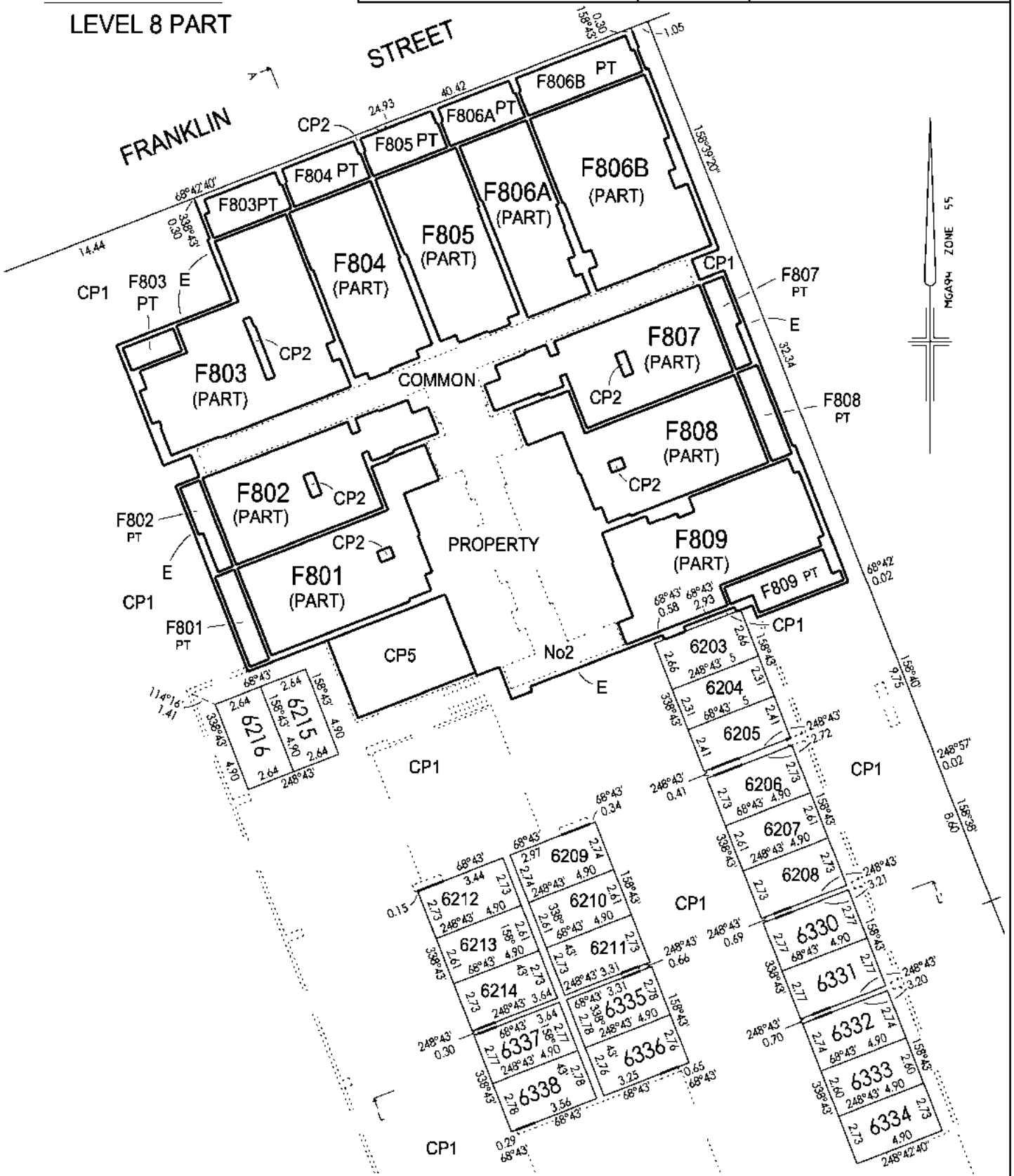
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 8 PART



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SEE SHEET 33

SHEET 32

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

REF: 8450 VERSION: 4

DATE / /

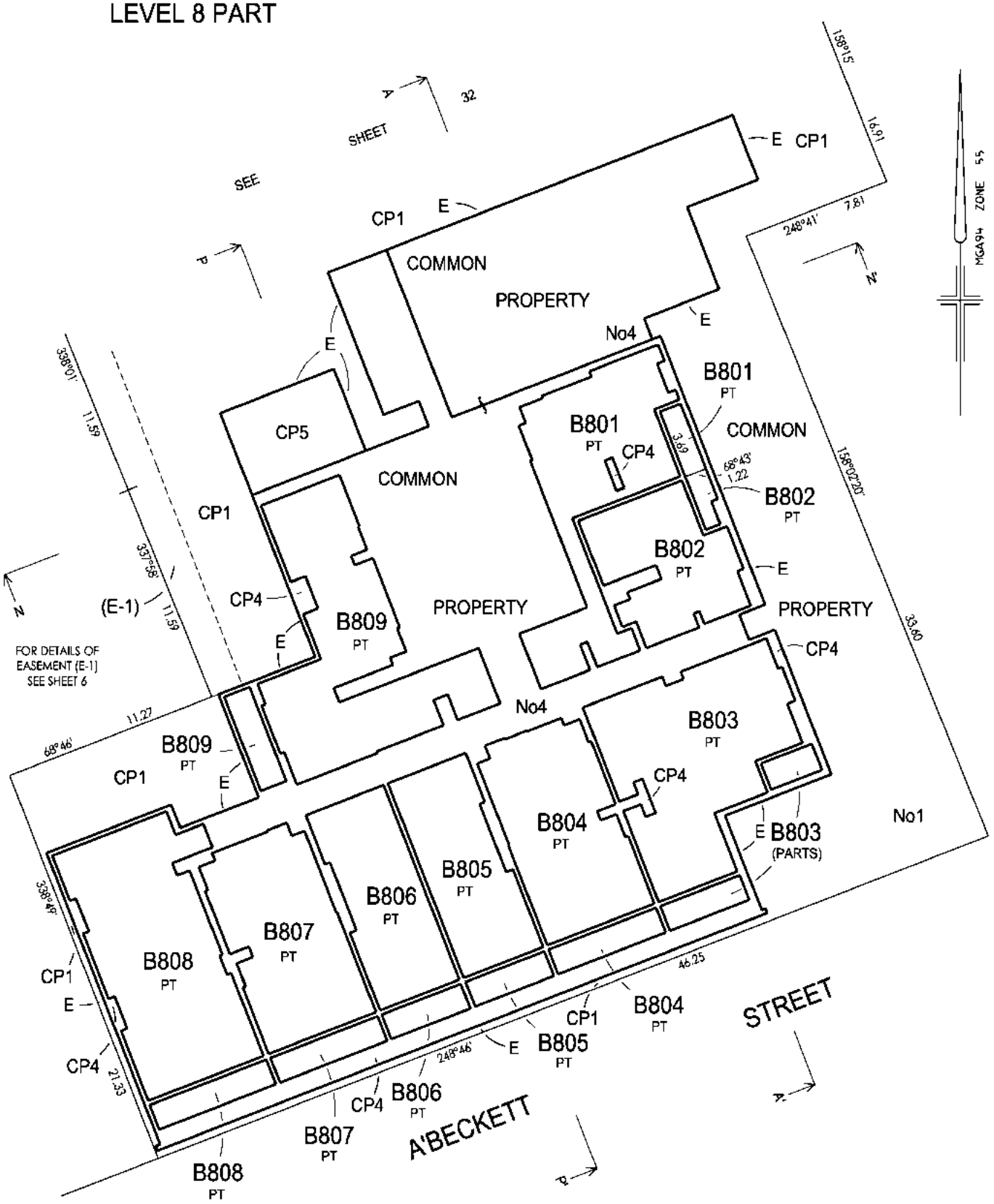
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 8 PART



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SHEET 33

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

REF: 8450 VERSION: 4

DATE / /

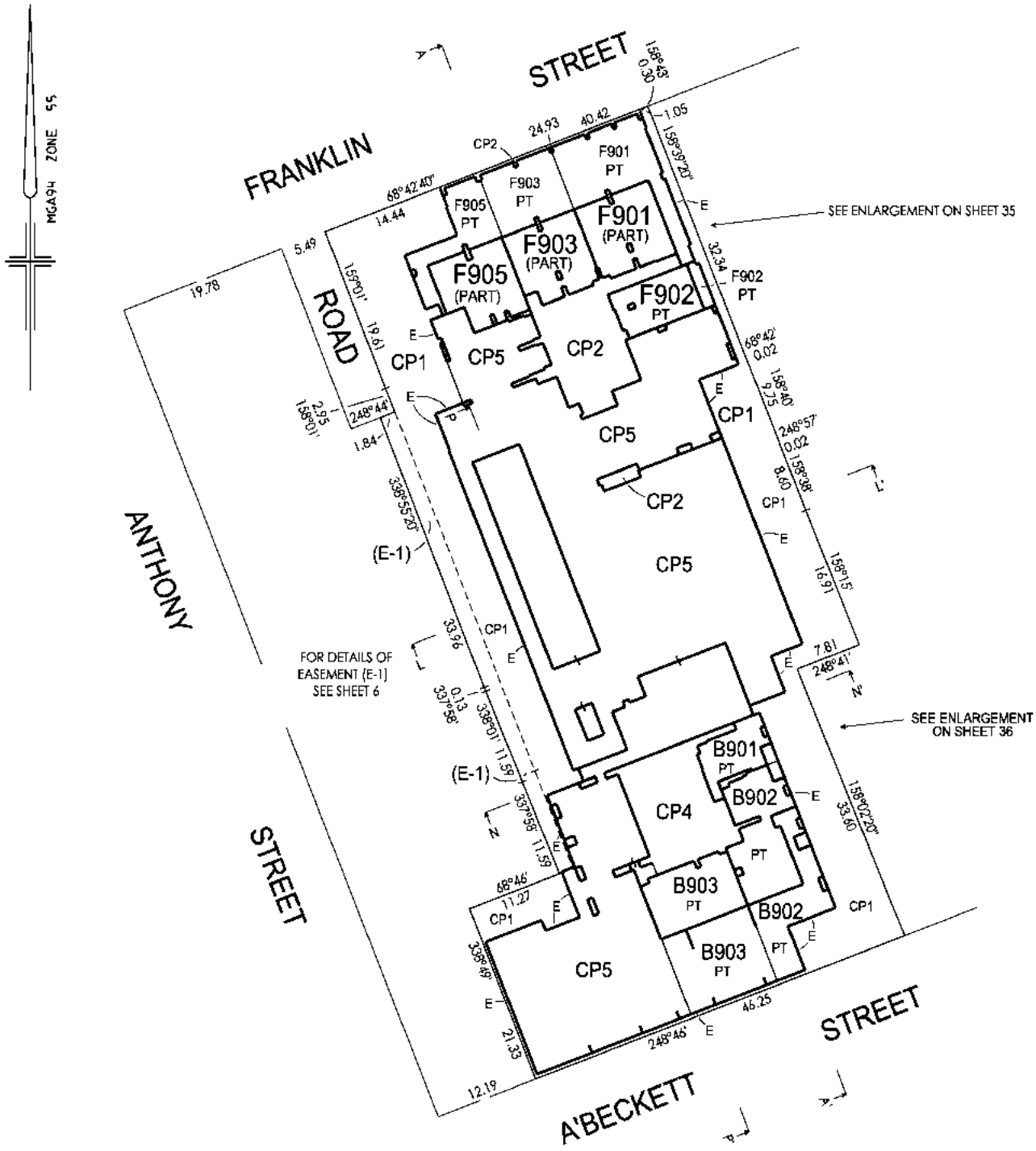
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 12

LEVEL 9



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SHEET 34

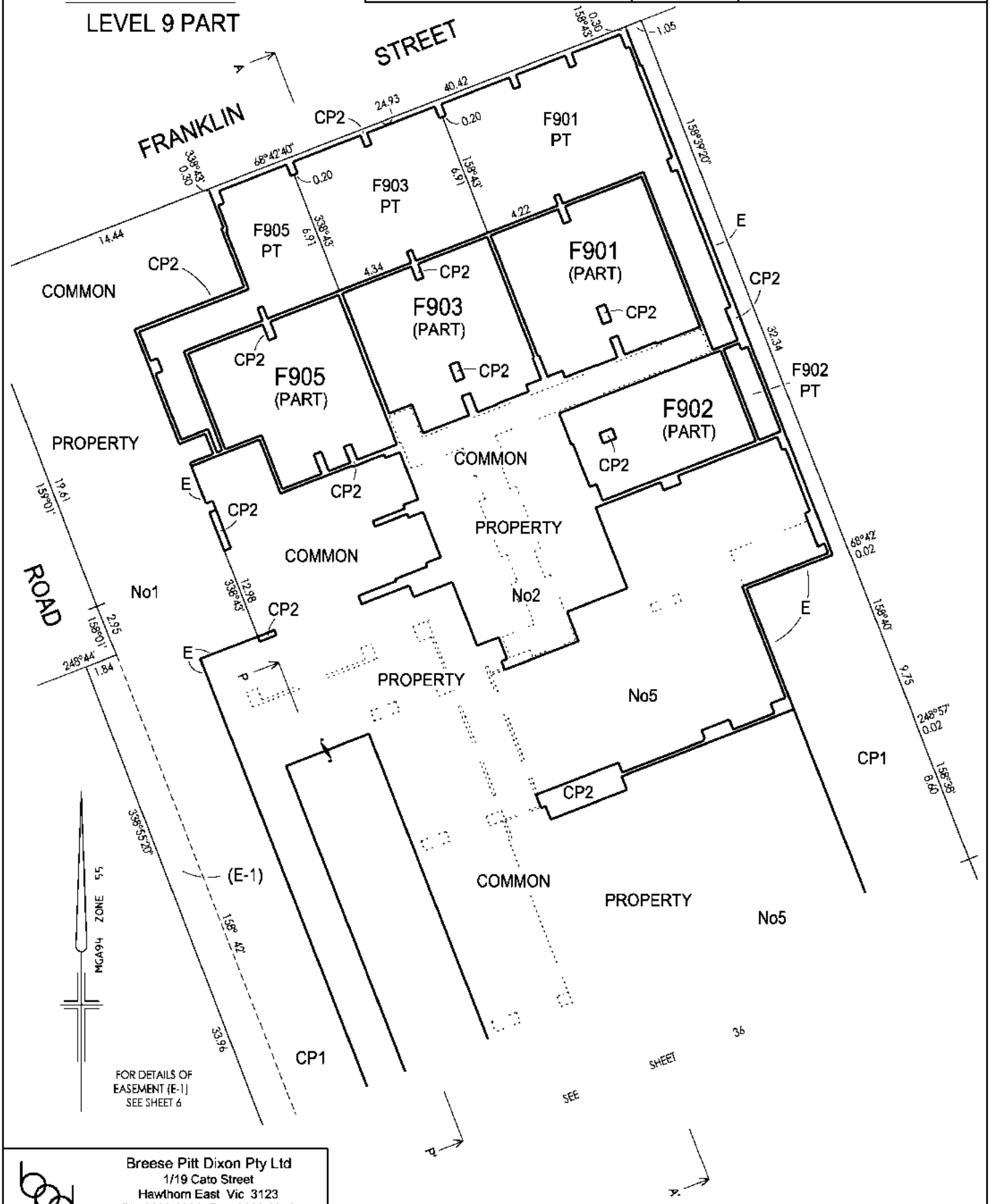
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			REF: 8450	VERSION: 4

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 9 PART



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SHEET 35

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX
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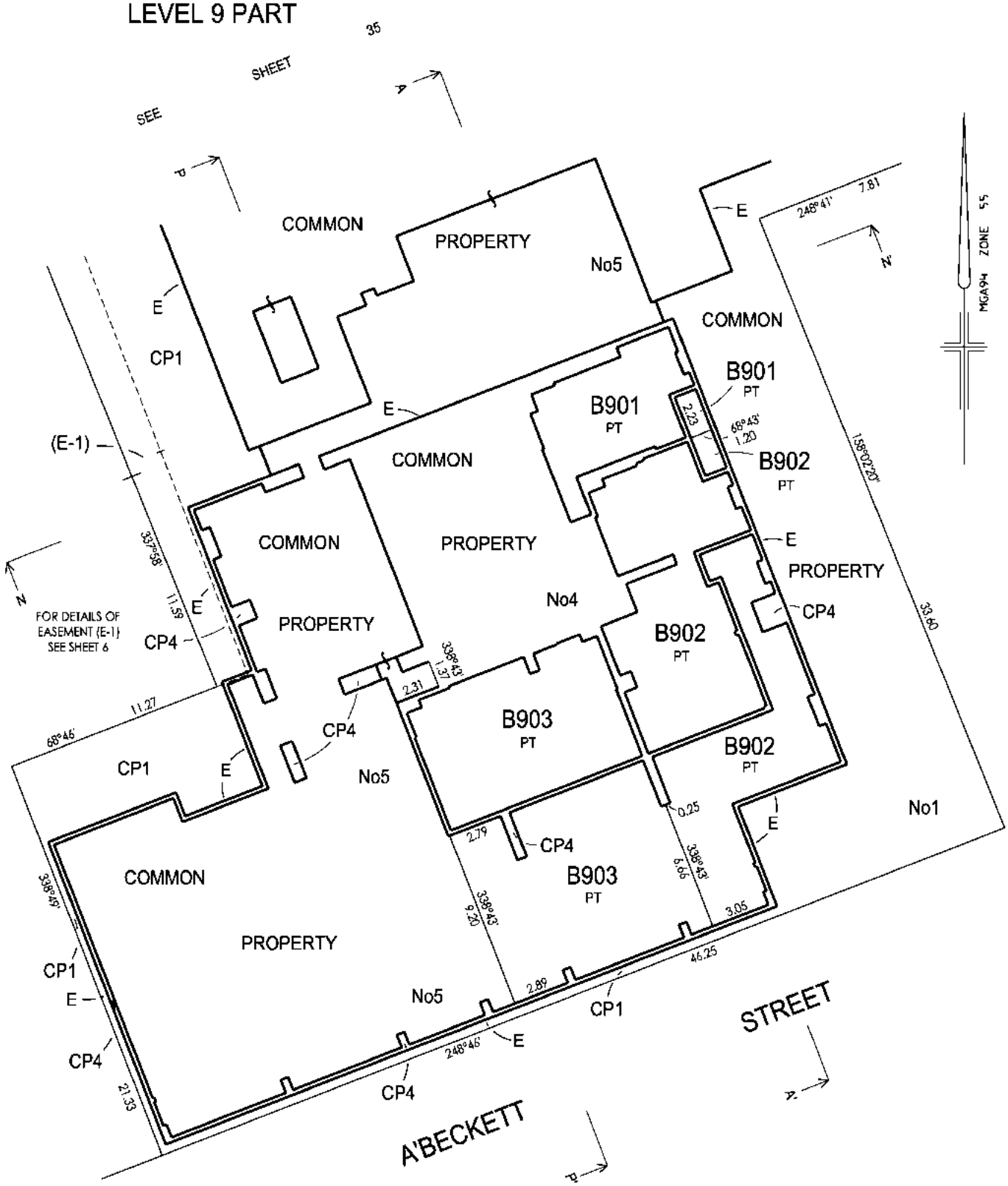
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVEL 9 PART



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SHEET 36

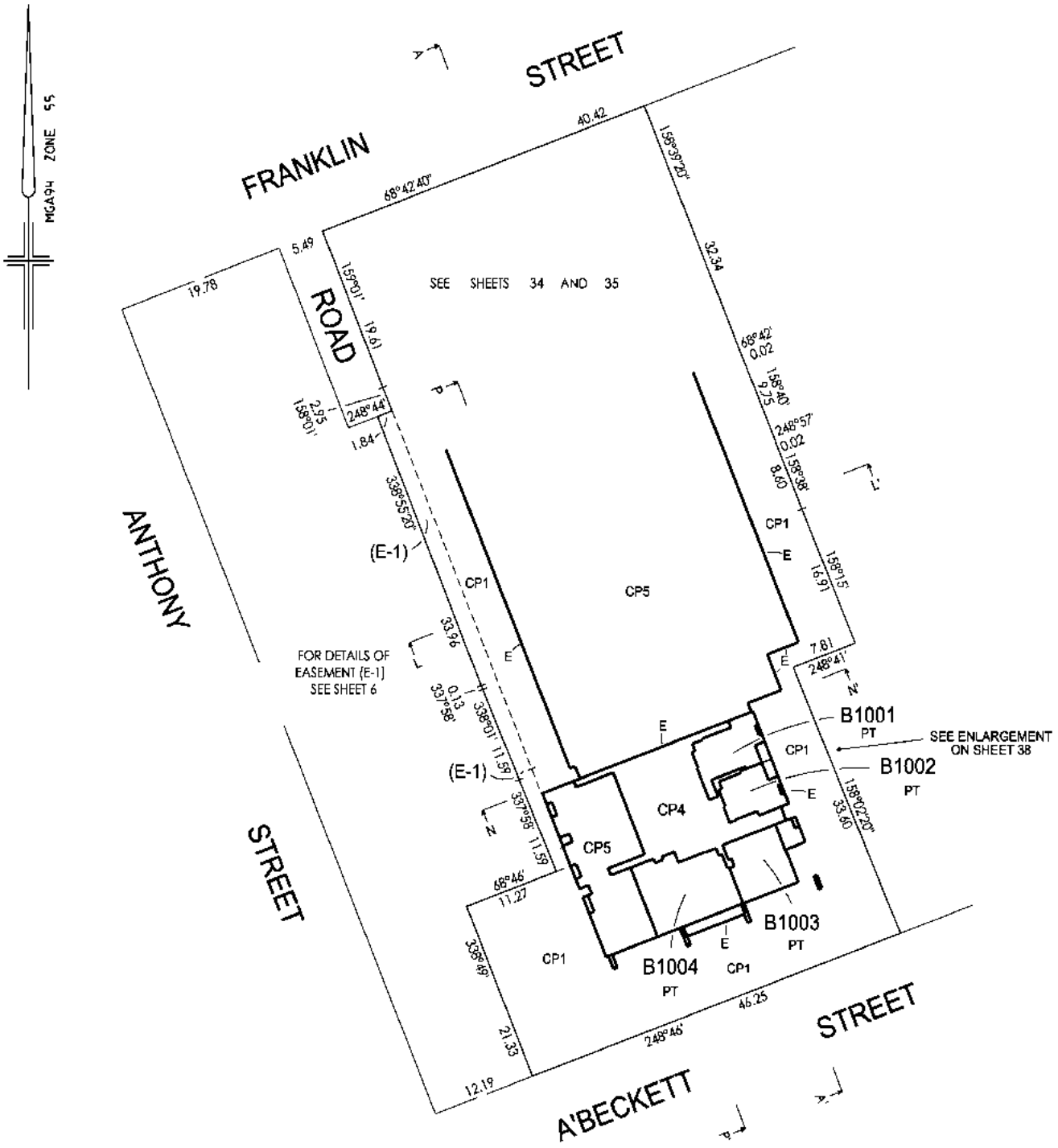
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 13

LEVEL 10

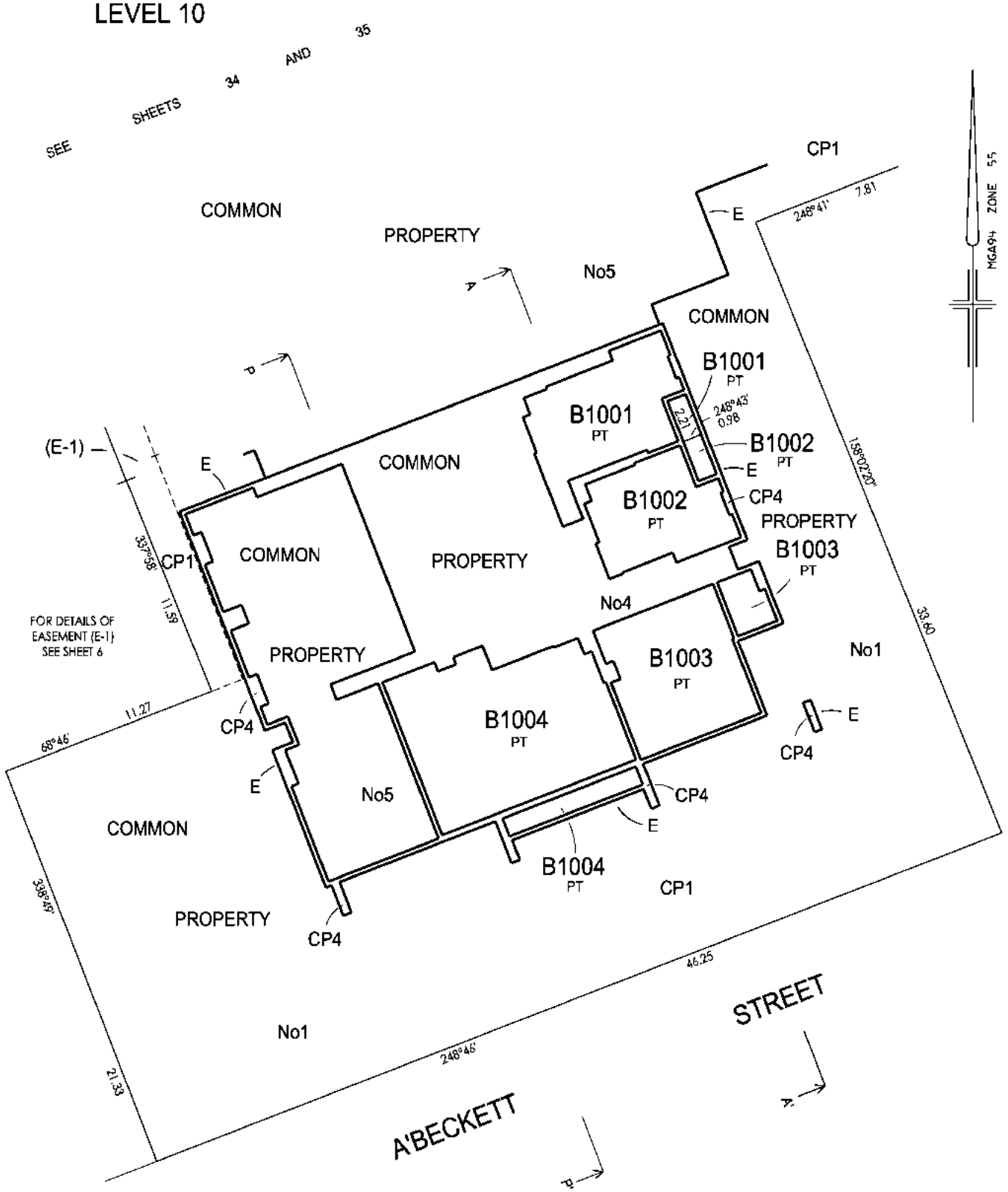


Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		SHEET 37
ORIGINAL SHEET SIZE A3 / SCALE 1:500	SCALE 10 0 10 20 LENGTHS ARE IN METRES	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4
		DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT
LEVEL 10



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SHEET 38

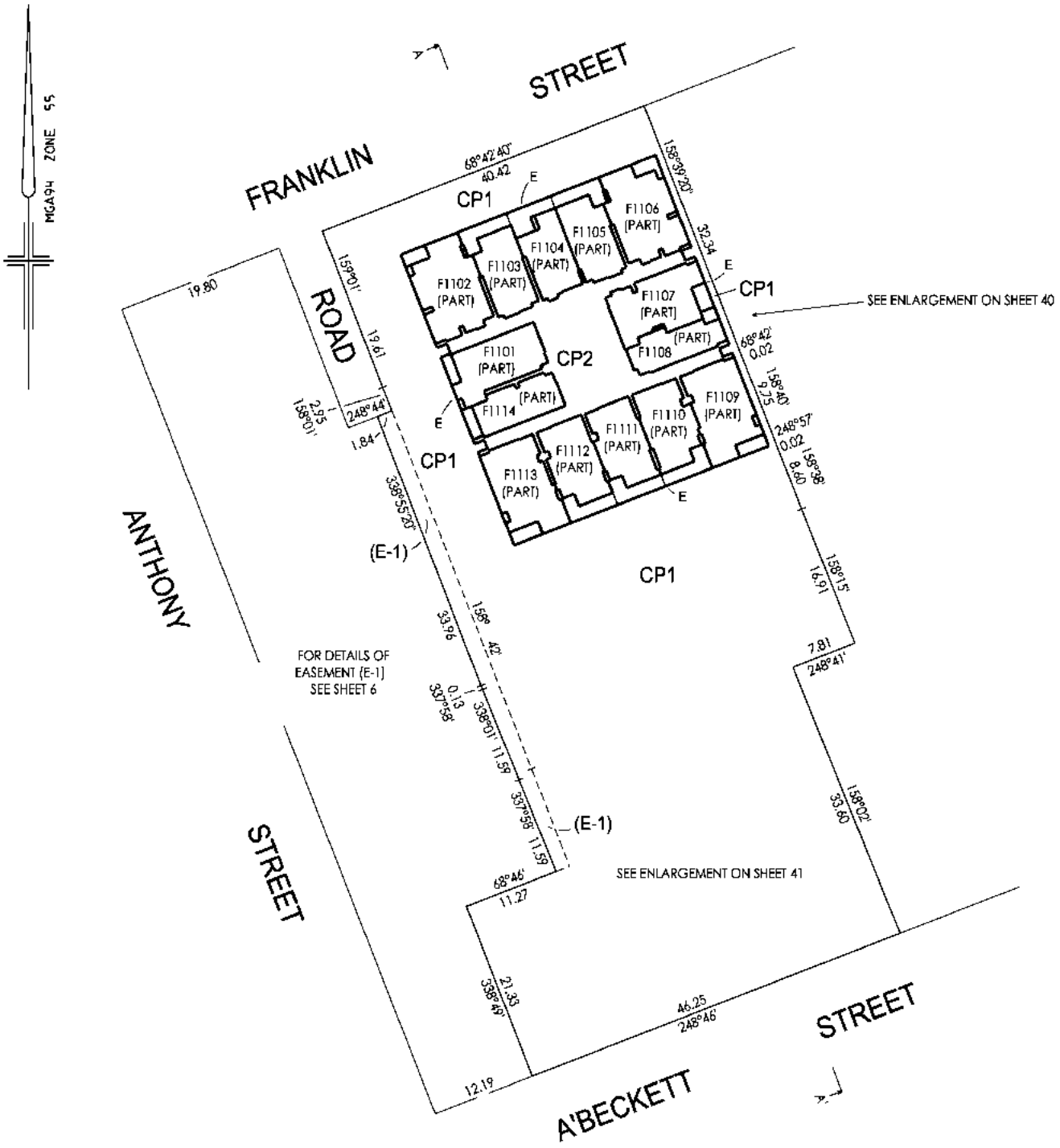
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 14

LEVEL 11



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SHEET 39

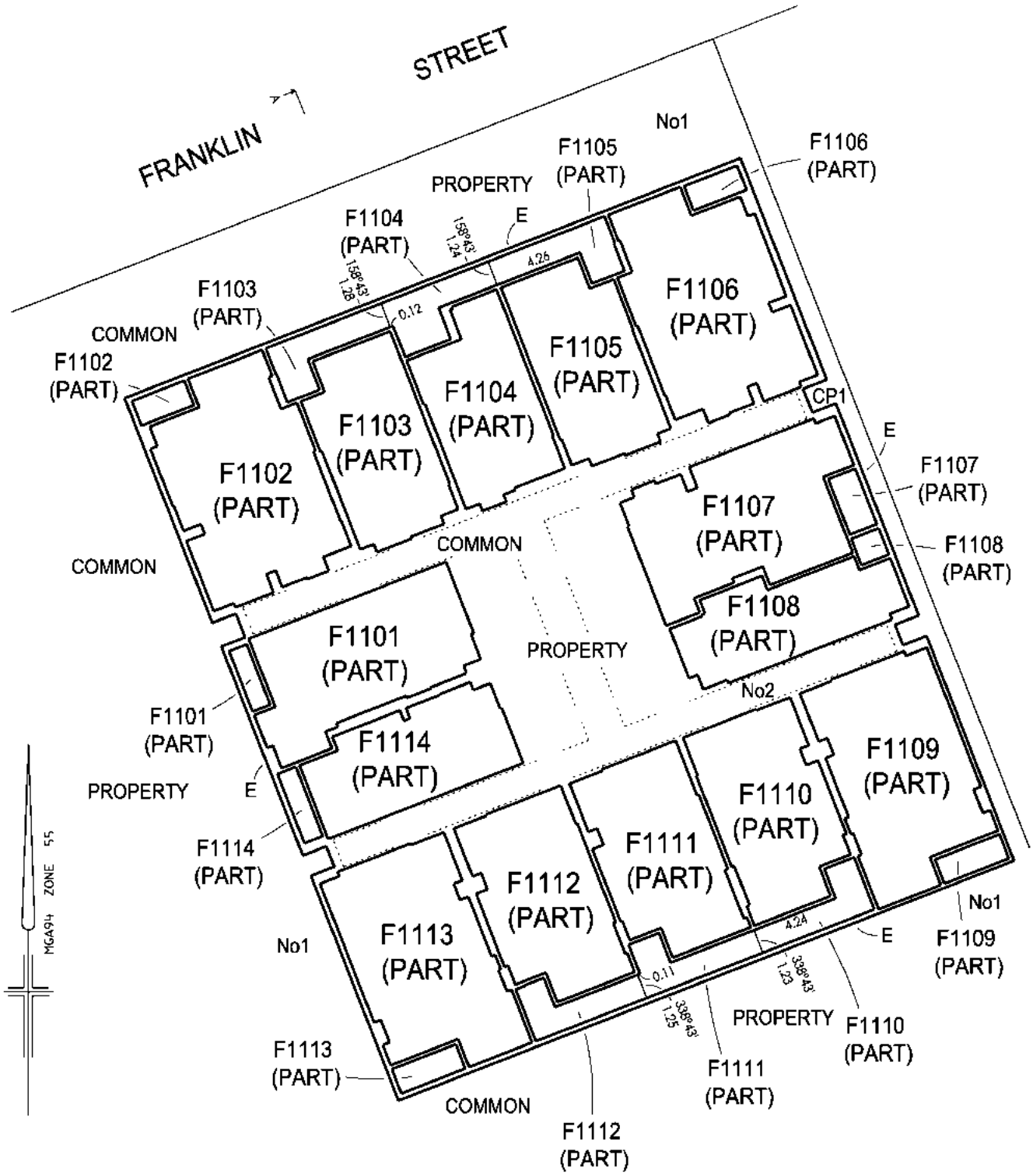
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

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LEVEL 11 PART



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SEE SHEET 41

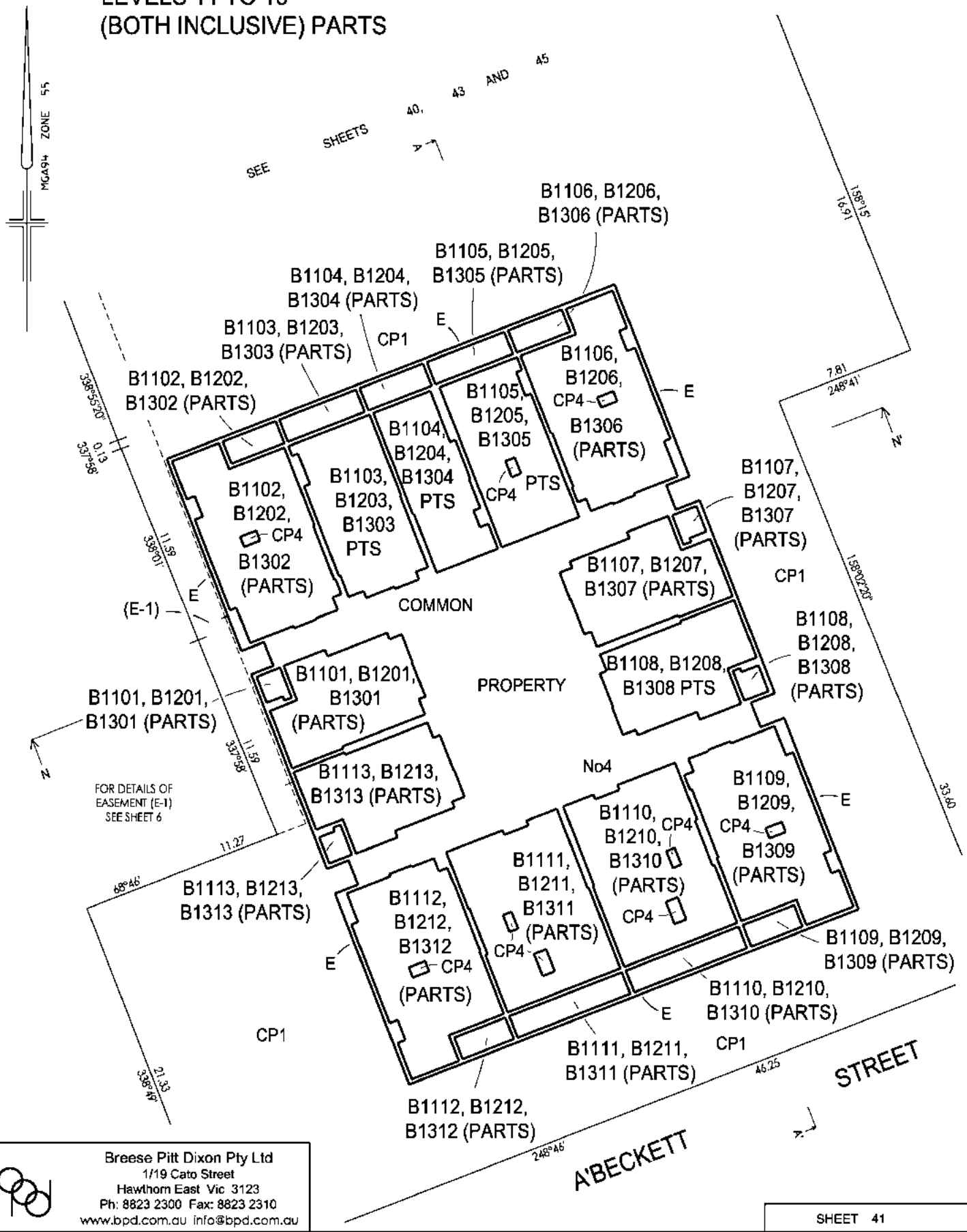
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

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LEVELS 11 TO 13 (BOTH INCLUSIVE) PARTS



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SHEET 41

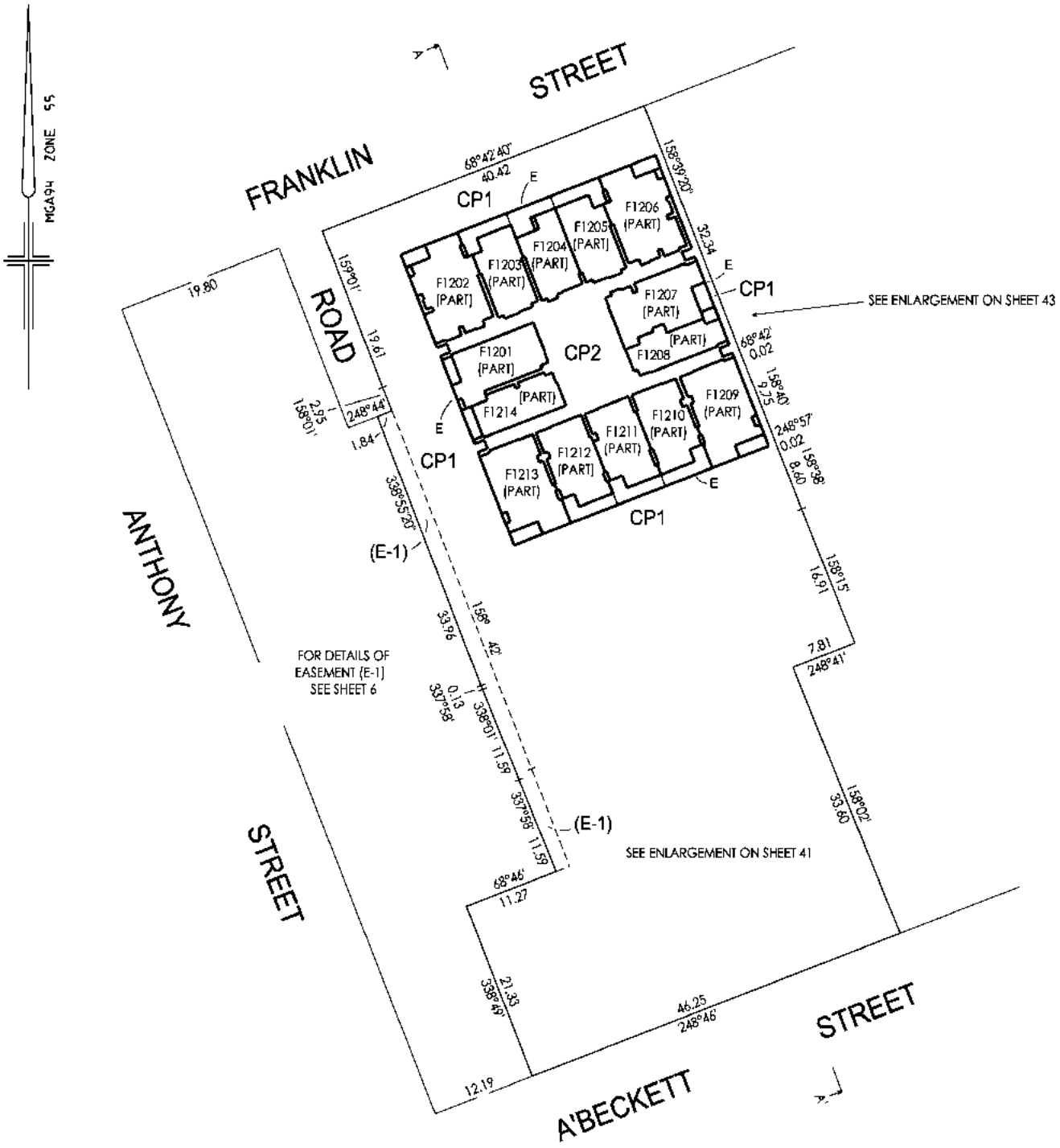
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A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED
			REF: 8450 VERSION: 4

DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 15
LEVEL 12



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SHEET 42

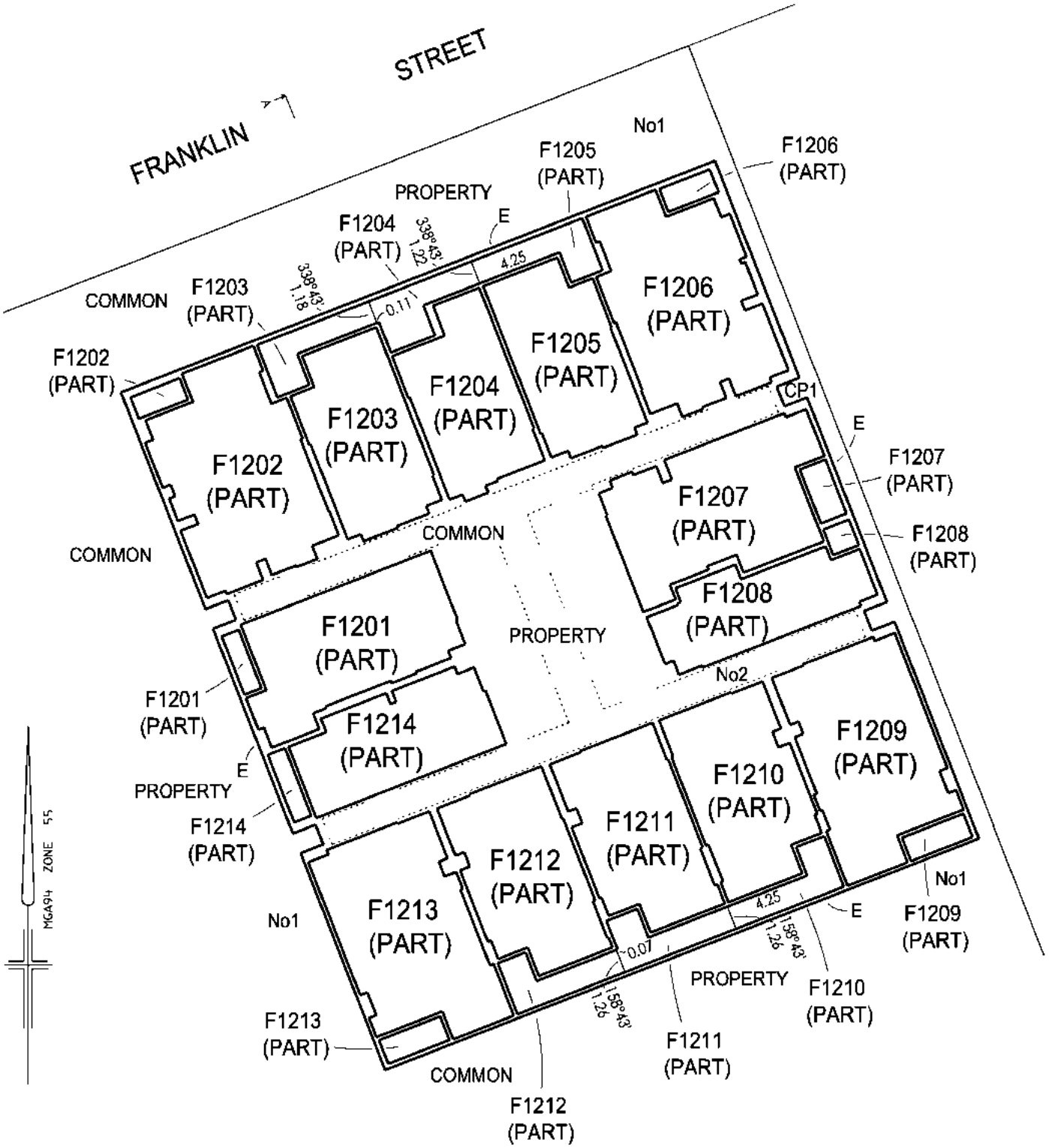
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 12 PART



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SEE SHEET 41

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

REF: 8450 VERSION: 4

DATE / /

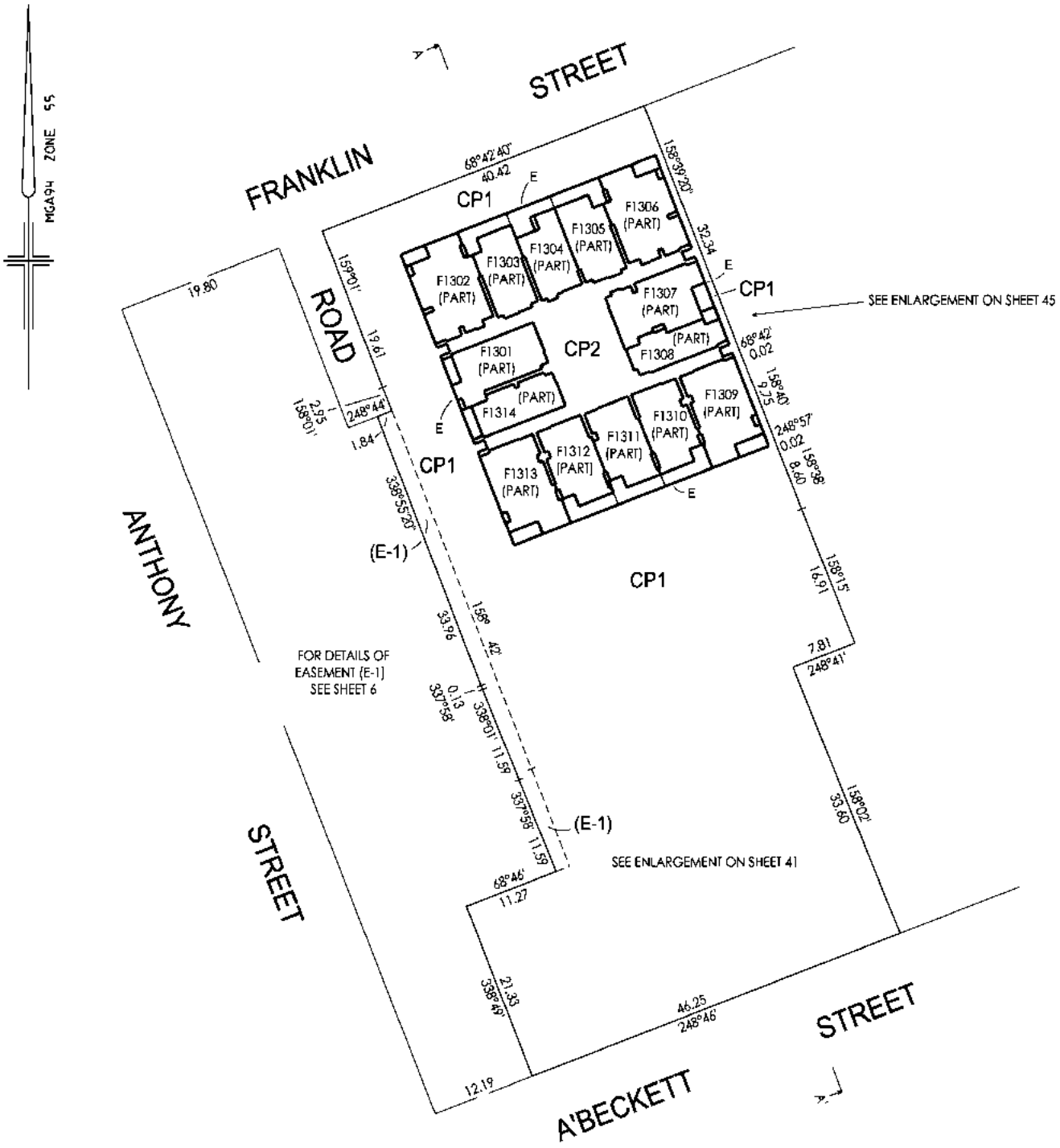
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 16

LEVEL 13 PART



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SHEET 44

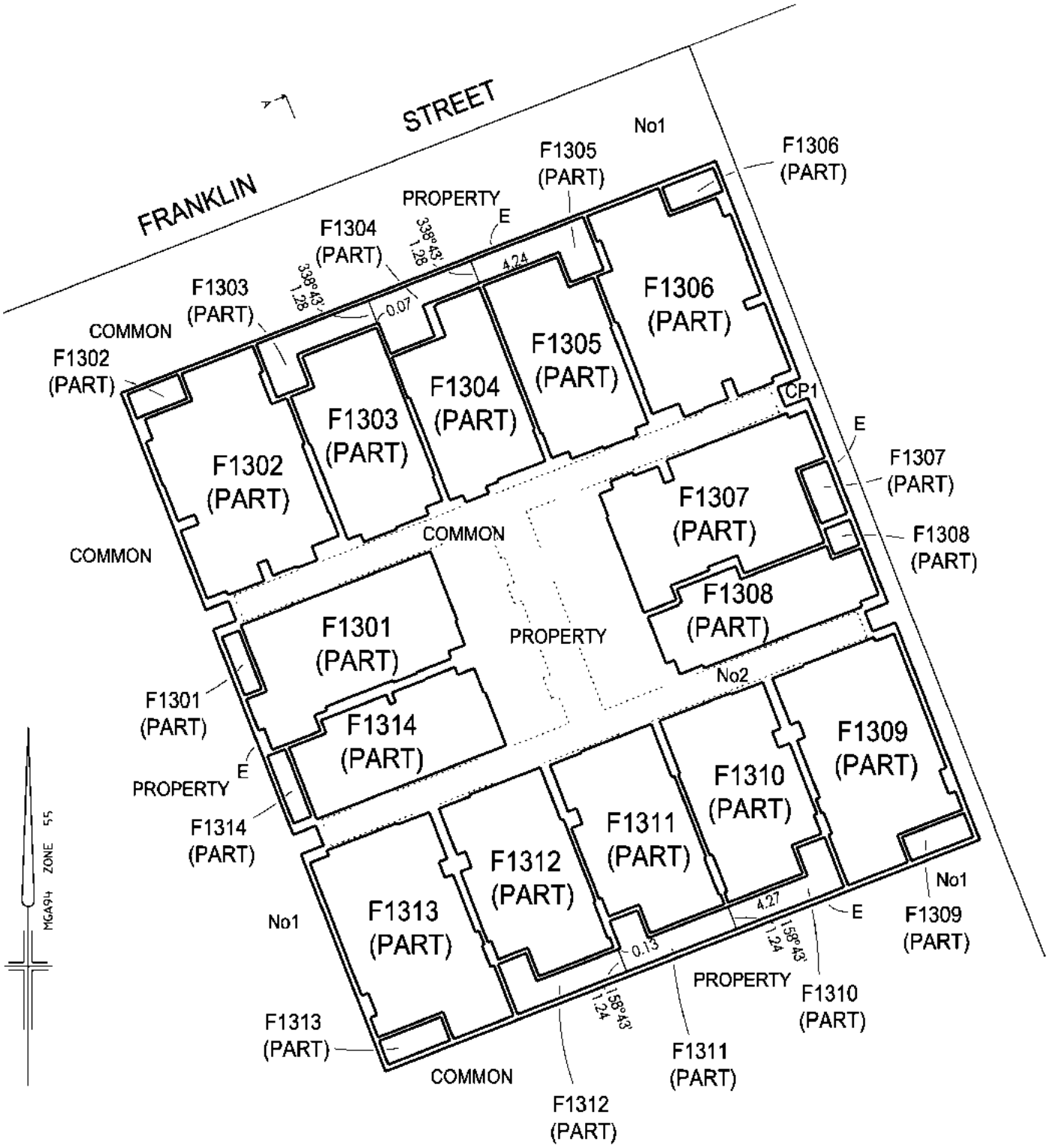
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A3	1:500	10 0 10 20 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED	DATE / / . COUNCIL DELEGATE SIGNATURE
			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 13 PART



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SEE SHEET 41

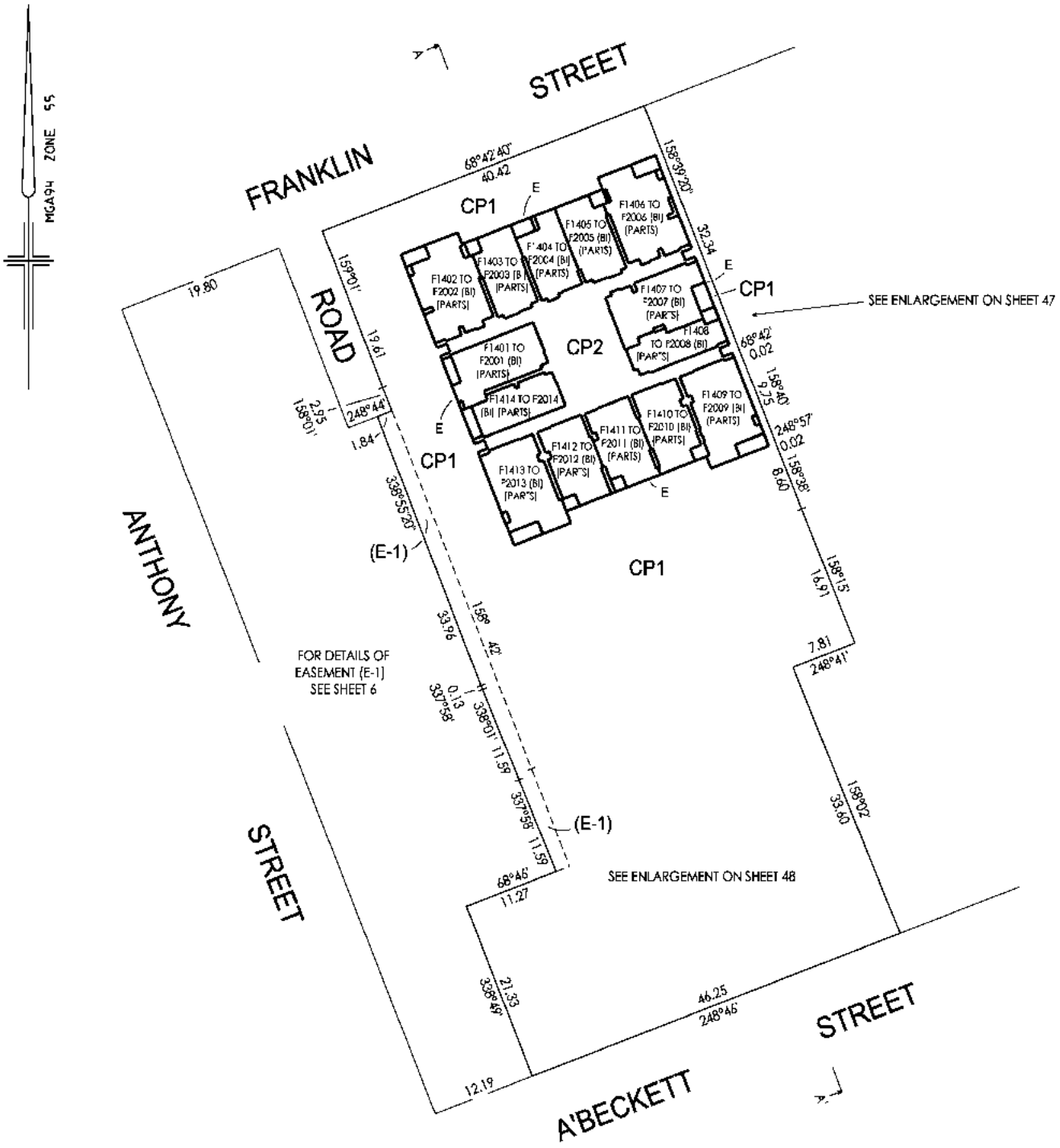
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 17

LEVELS 14 TO 20
(BOTH INCLUSIVE)



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SHEET 46

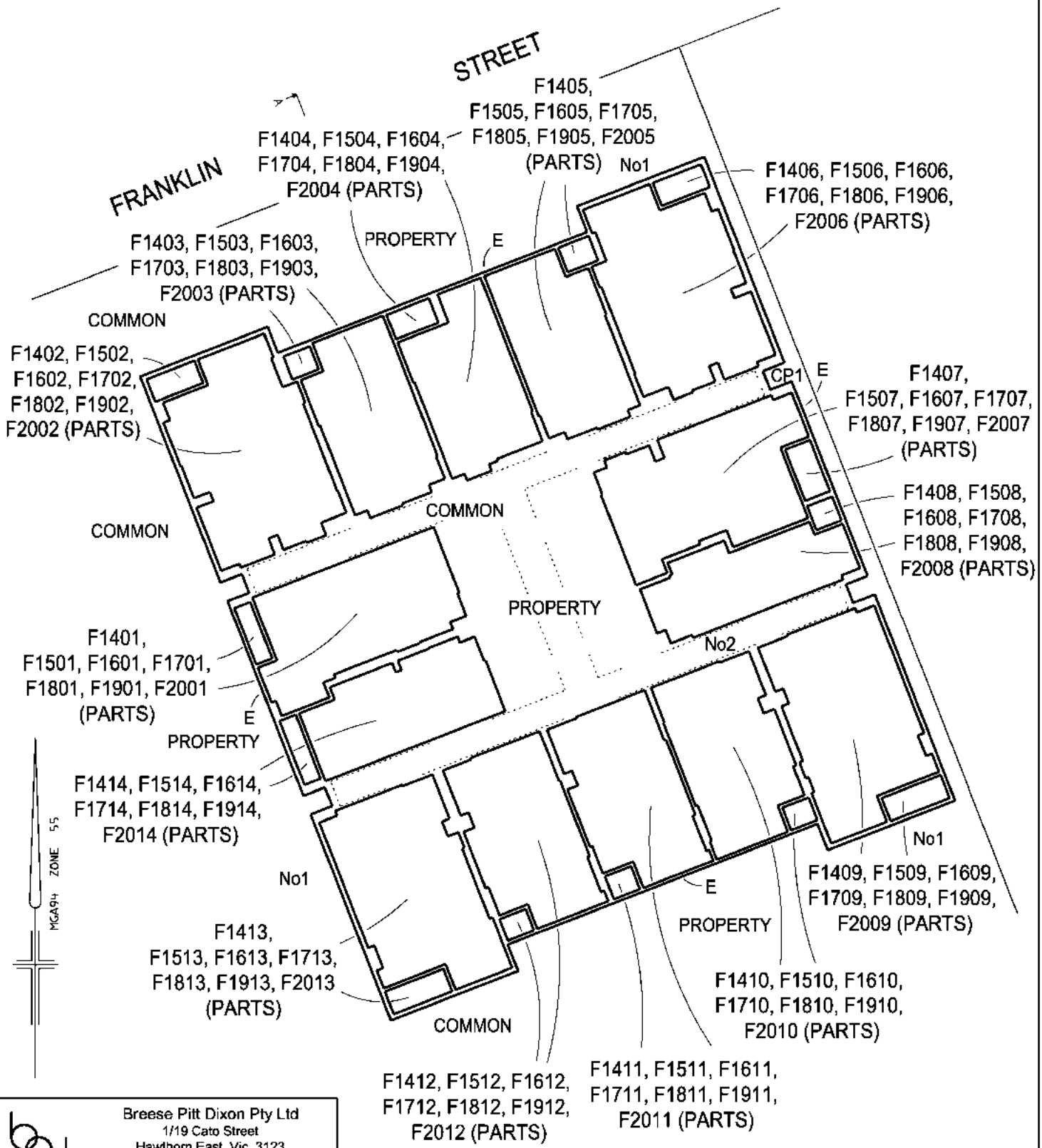
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 14 TO LEVEL 20 (PARTS) (BOTH INCLUSIVE)



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SEE SHEET 46

SHEET 47

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4

DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVELS 14 TO 28 (BOTH INCLUSIVE) PARTS

SEE SHEETS 49, 50, 51, 52, 53, 54, 55 AND 56

MGA94 ZONE 55

B1404, B1504, B1604, B1704, B1804, B1904, B2004, B2104, B2204, B2304, B2404, B2504, B2604, B2704, B2804 (PARTS)

B1405, B1505, B1605, B1705, B1805, B1905, B2005, B2105, B2205, B2305, B2405, B2505, B2605, B2705, B2805 (PARTS)

B1403, B1503, B1603, B1703, B1803, B1903, B2003, B2103, B2203, B2303, B2403, B2503, B2603, B2703, B2803 (PARTS)

B1406, B1506, B1606, B1706, B1806, B1906, B2006, B2106, B2206, B2306, B2406, B2506, B2606, B2706, B2806 (PARTS)

B1402, B1502, B1602, B1702, B1802, B1902, B2002, B2102, B2202, B2302, B2402, B2502, B2602, B2702, B2802 (PARTS)

B1407, B1507, B1607, B1707, B1807, B1907, B2007, B2107, B2207, B2307, B2407, B2507, B2607, B2707, B2807 (PARTS)

B1408, B1508, B1608, B1708, B1808, B1908, B2008, B2108, B2208, B2308, B2408, B2508, B2608, B2708, B2808 (PARTS)

B1401, B1501, B1601, B1701, B1801, B1901, B2001, B2101, B2201, B2301, B2401, B2501, B2601, B2701, B2801 (PARTS)

B1409, B1509, B1609, B1709, B1809, B1909, B2009, B2109, B2209, B2309, B2409, B2509, B2609, B2709, B2809 (PARTS)

B1413, B1513, B1613, B1713, B1813, B1913, B2013, B2113, B2213, B2313, B2413, B2513, B2613, B2713, B2813 (PARTS)

B1410, B1510, B1610, B1710, B1810, B1910, B2010, B2110, B2210, B2310, B2410, B2510, B2610, B2710, B2810 (PARTS)

B1412, B1512, B1612, B1712, B1812, B1912, B2012, B2112, B2212, B2312, B2412, B2512, B2612, B2712, B2812 (PARTS)

B1411, B1511, B1611, B1711, B1811, B1911, B2011, B2111, B2211, B2311, B2411, B2511, B2611, B2711, B2811 (PARTS)

CP1 CP4 E

COMMON PROPERTY No4

FOR DETAILS OF EASEMENT (E-1) SEE SHEET 6

(E-1)

158°15' 16.91

338°55'20" 7.81

248°41' 7.81

338°01' 11.59

337°58' 11.59

158°02'20" 33.60

338°49' 21.23

248°46' 46.25

STREET

A'BECKETT

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1/19 Cato Street
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SHEET 48

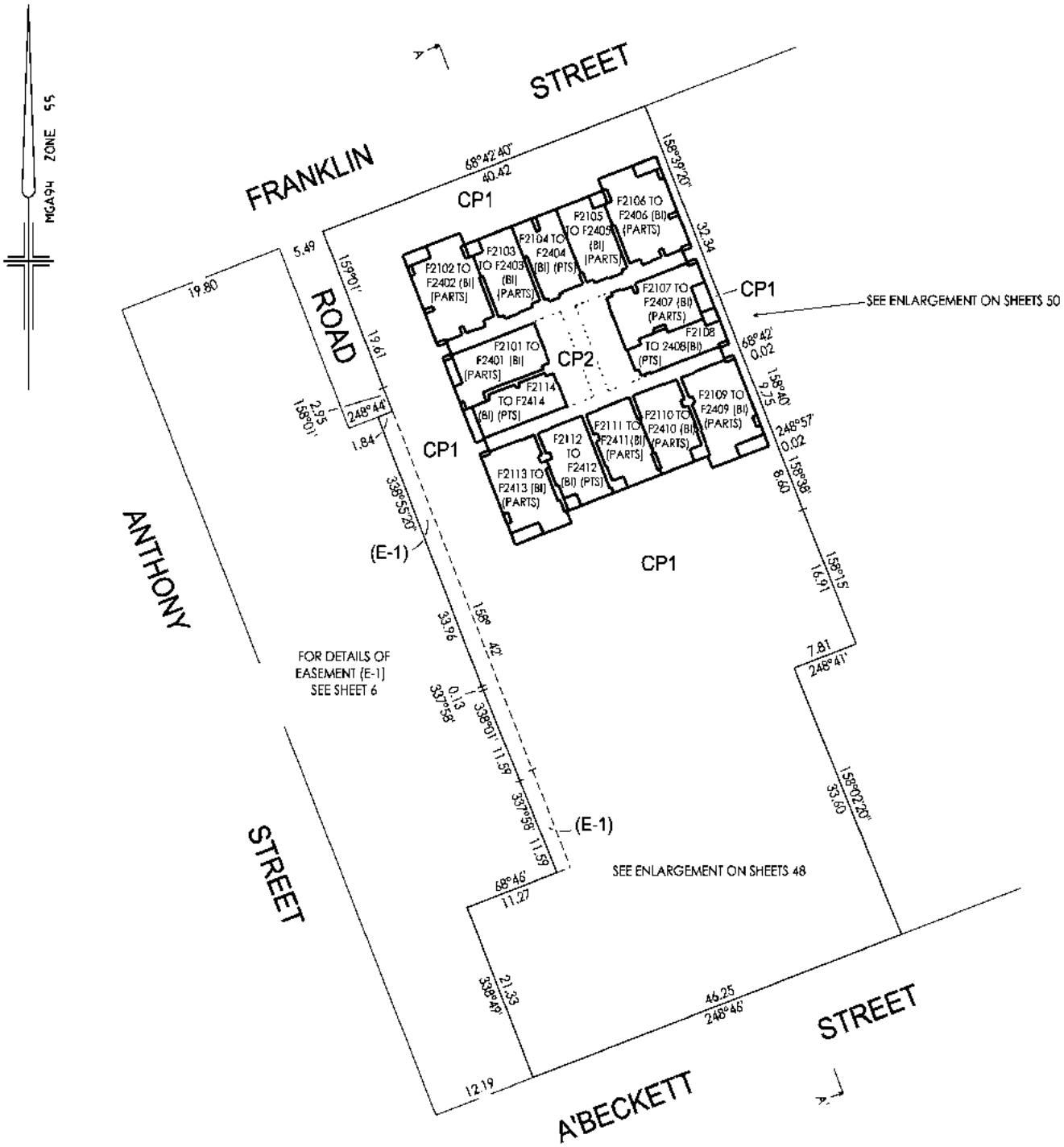
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 18

LEVELS 21 TO 24
(BOTH INCLUSIVE)



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SHEET 49

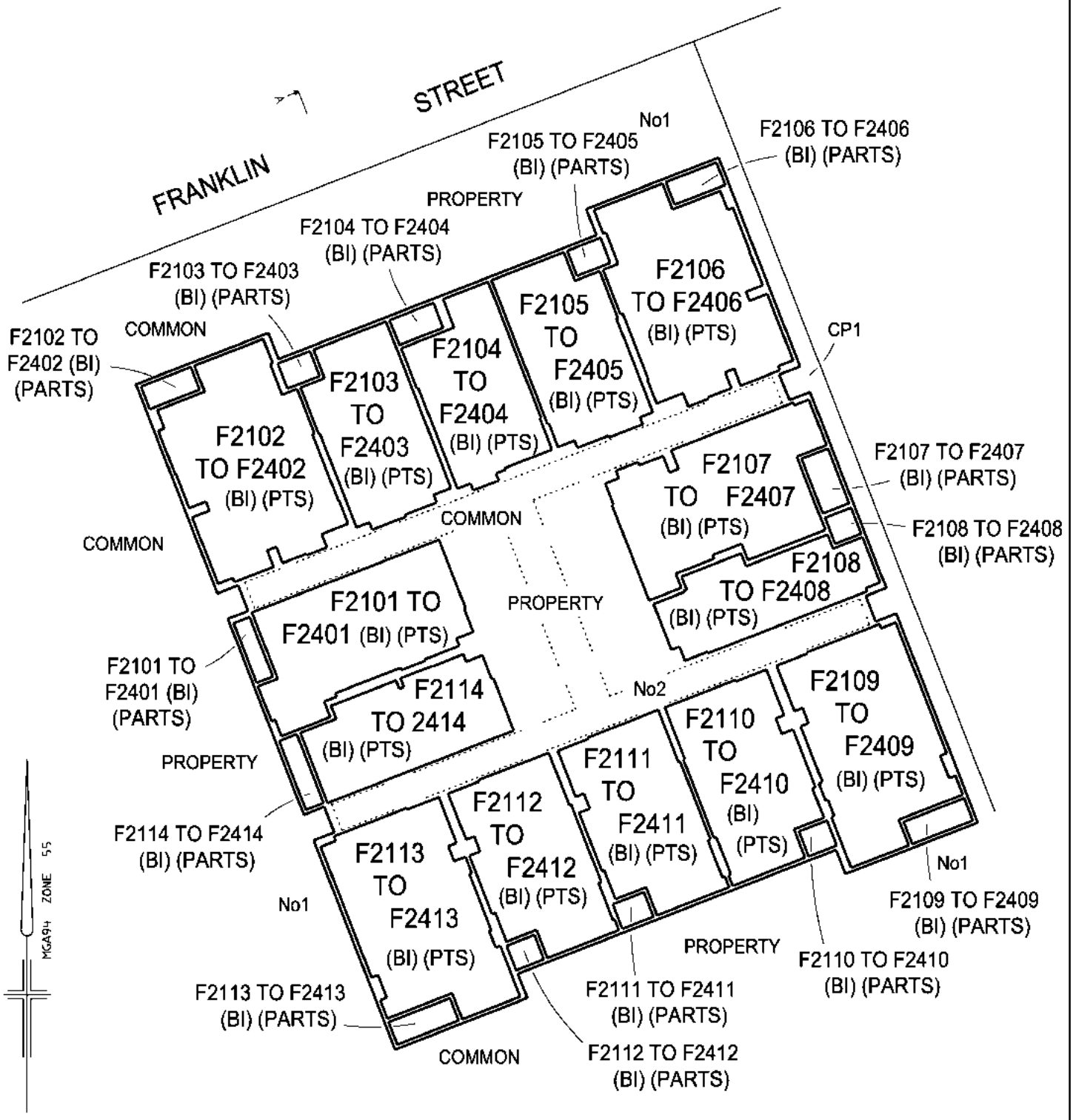
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		REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 21 TO LEVEL 24 (PARTS) (BOTH INCLUSIVE)



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SEE SHEET 48

SHEET 50

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX
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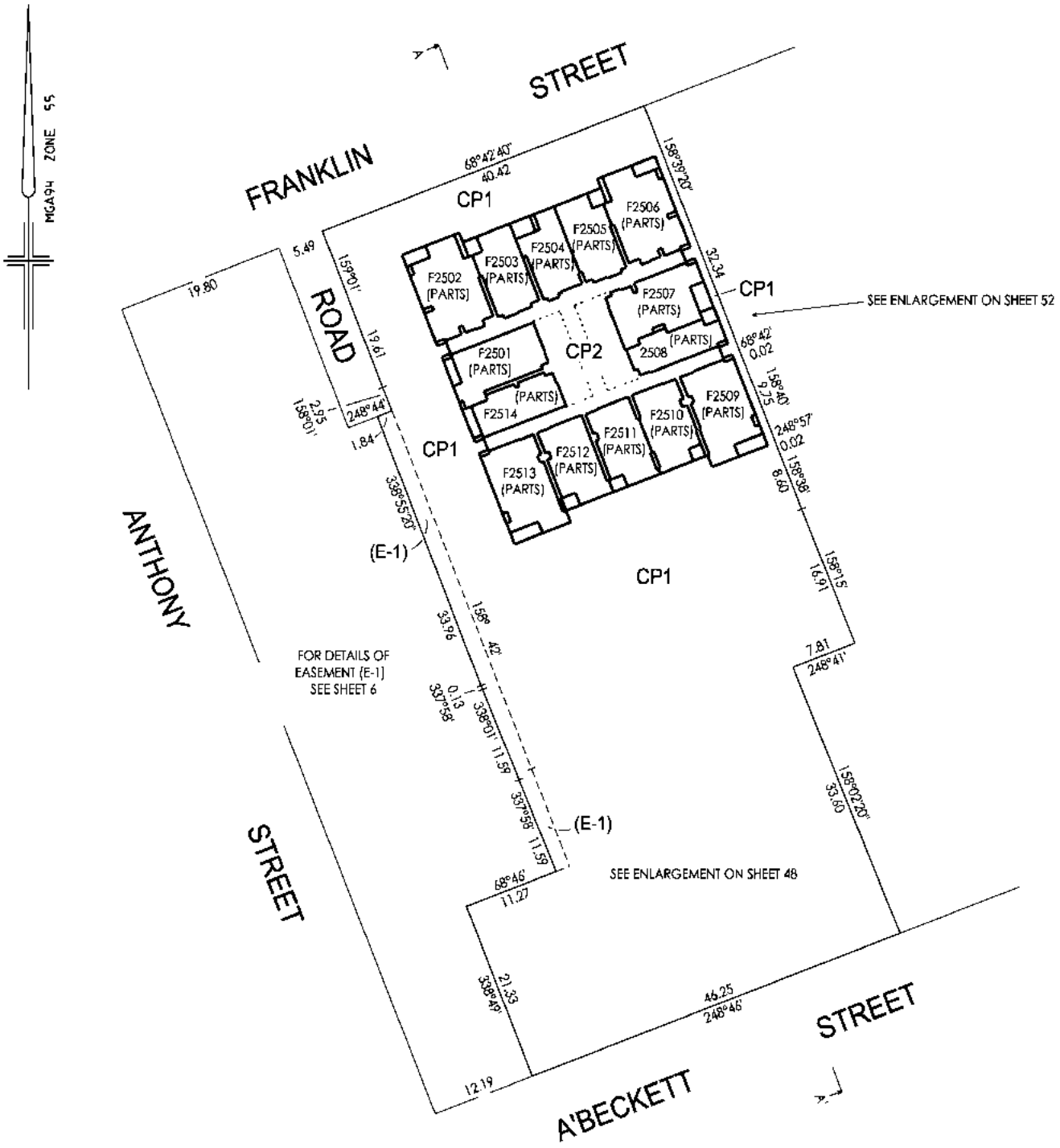
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 19

LEVEL 25



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SHEET 51

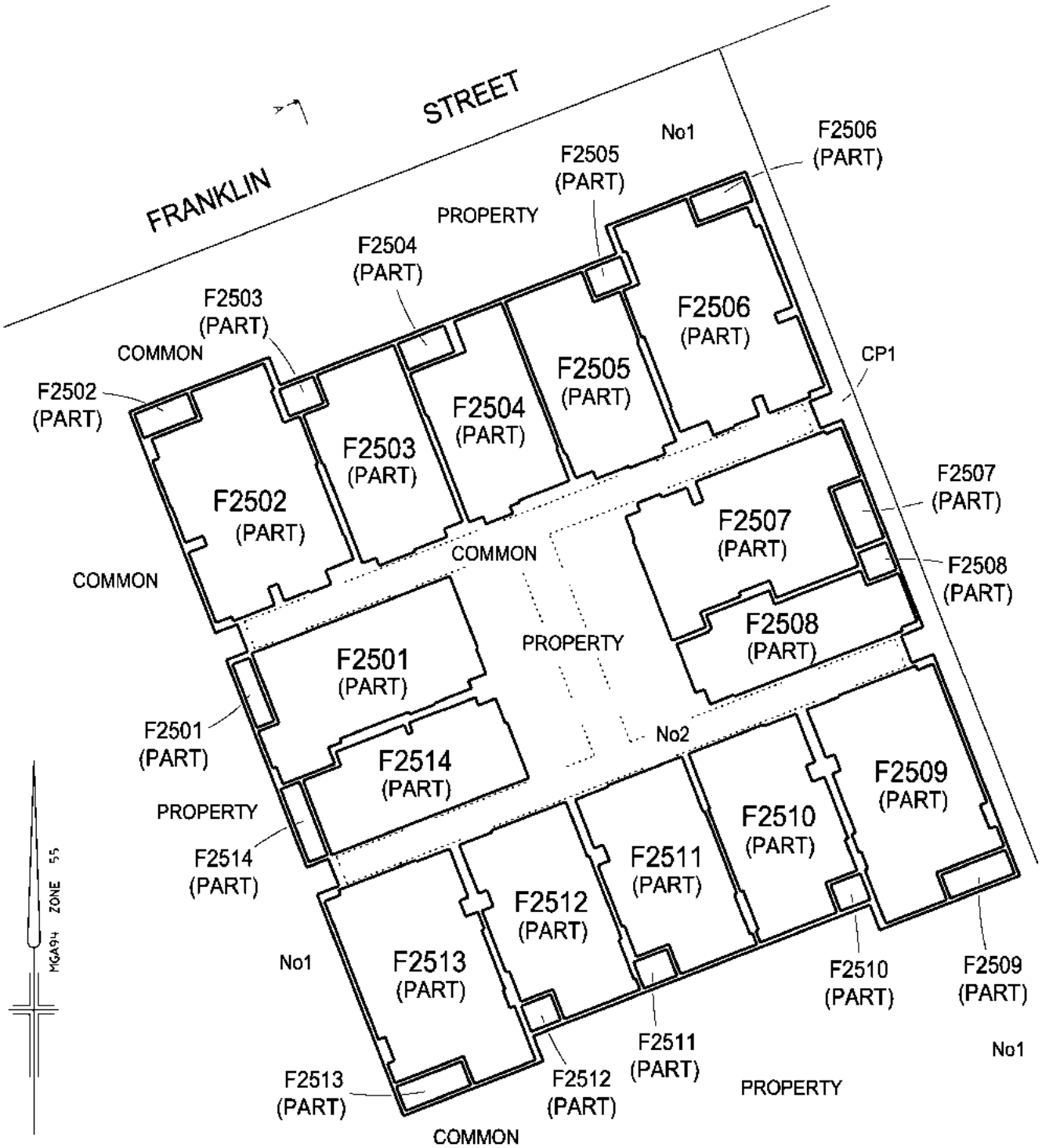
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 25 PART



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SEE SHEET 48

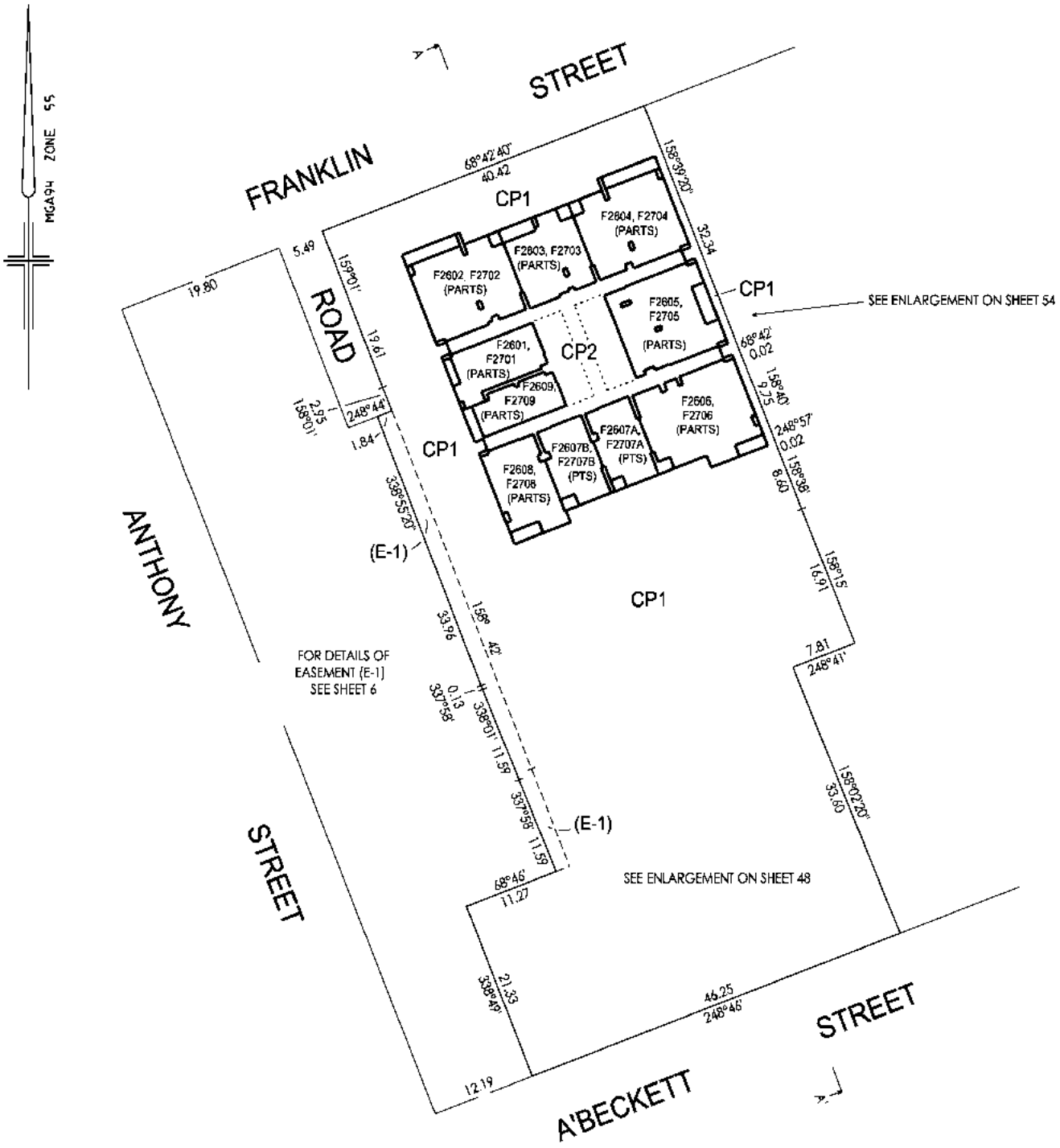
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 20

LEVELS 26 AND 27



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SHEET 53

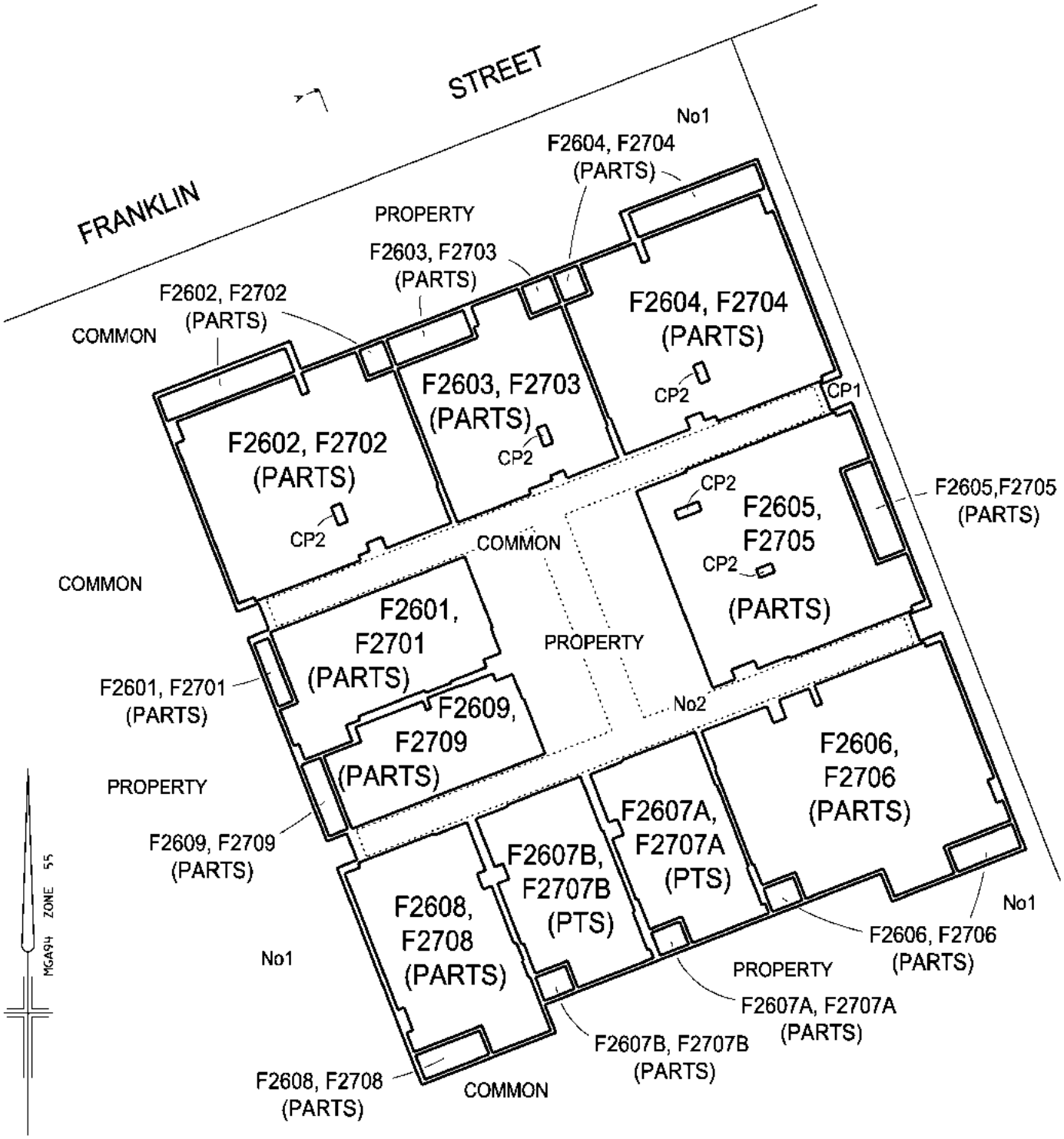
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVELS 26 AND 27 (PARTS)



SEE SHEET 48

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SHEET 54

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX
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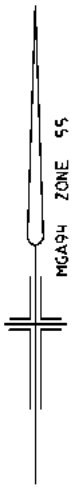
DATE / /
COUNCIL DELEGATE SIGNATURE

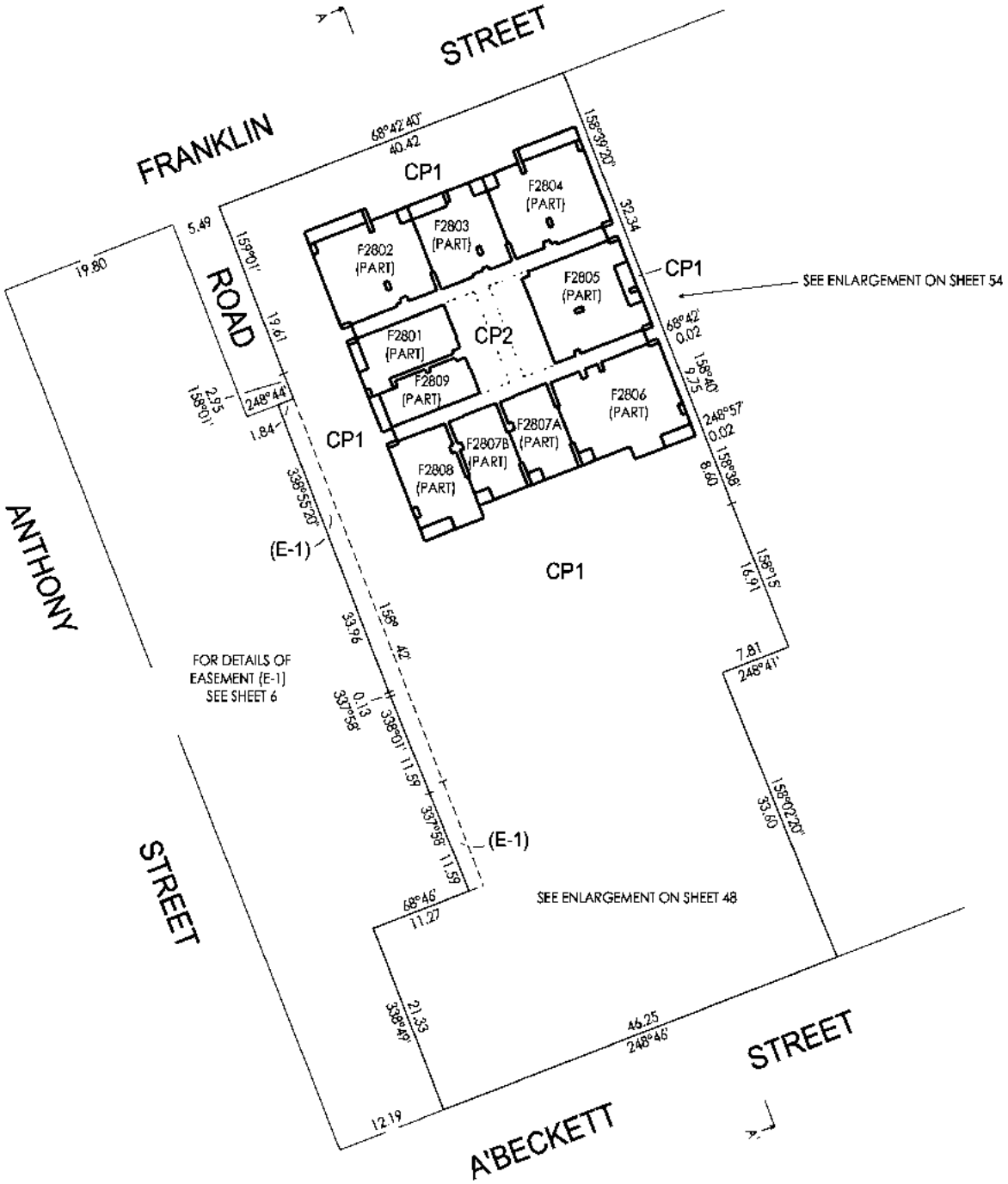
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 21

LEVEL 28





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SHEET 55

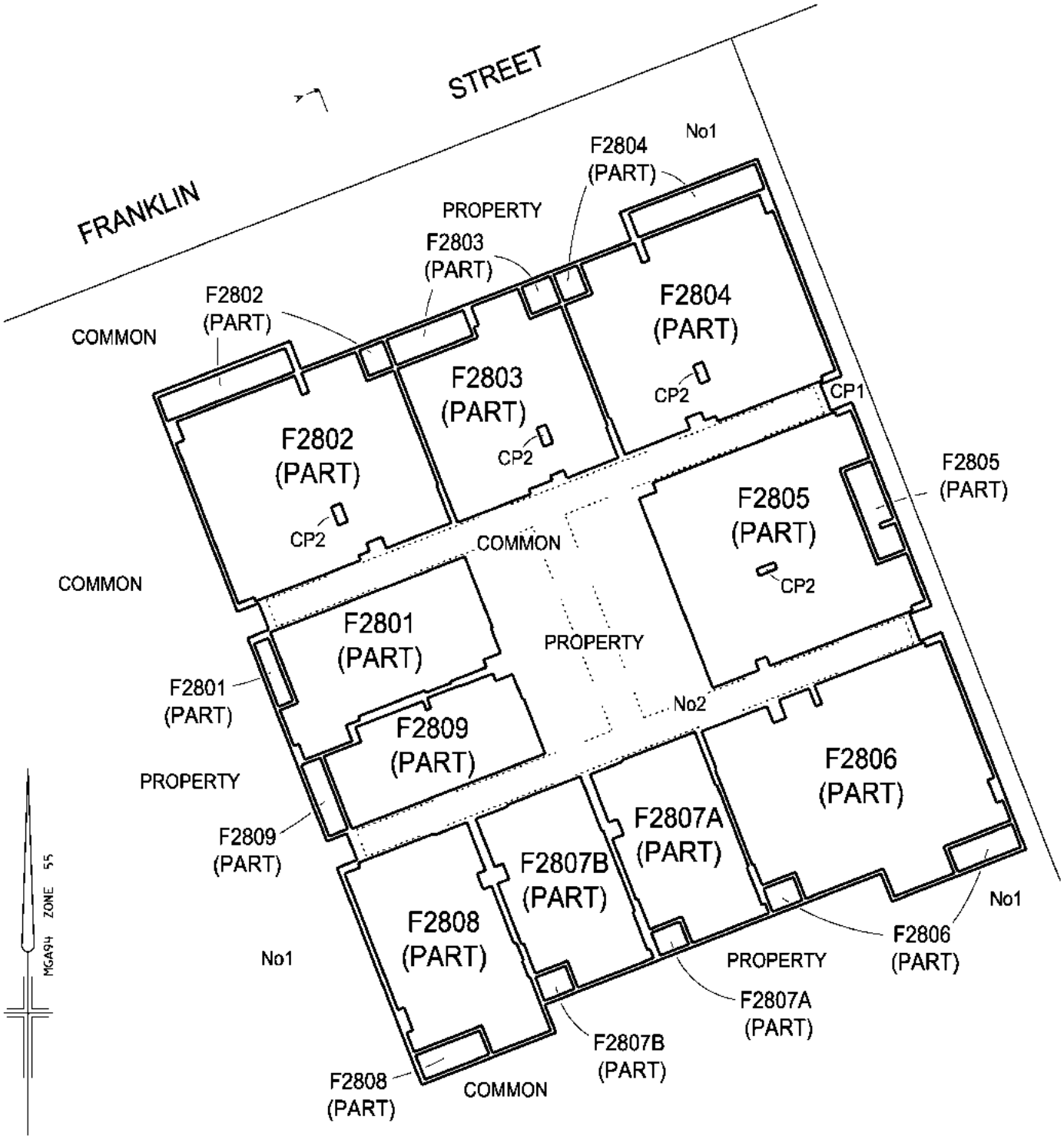
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT

LEVEL 28 PART



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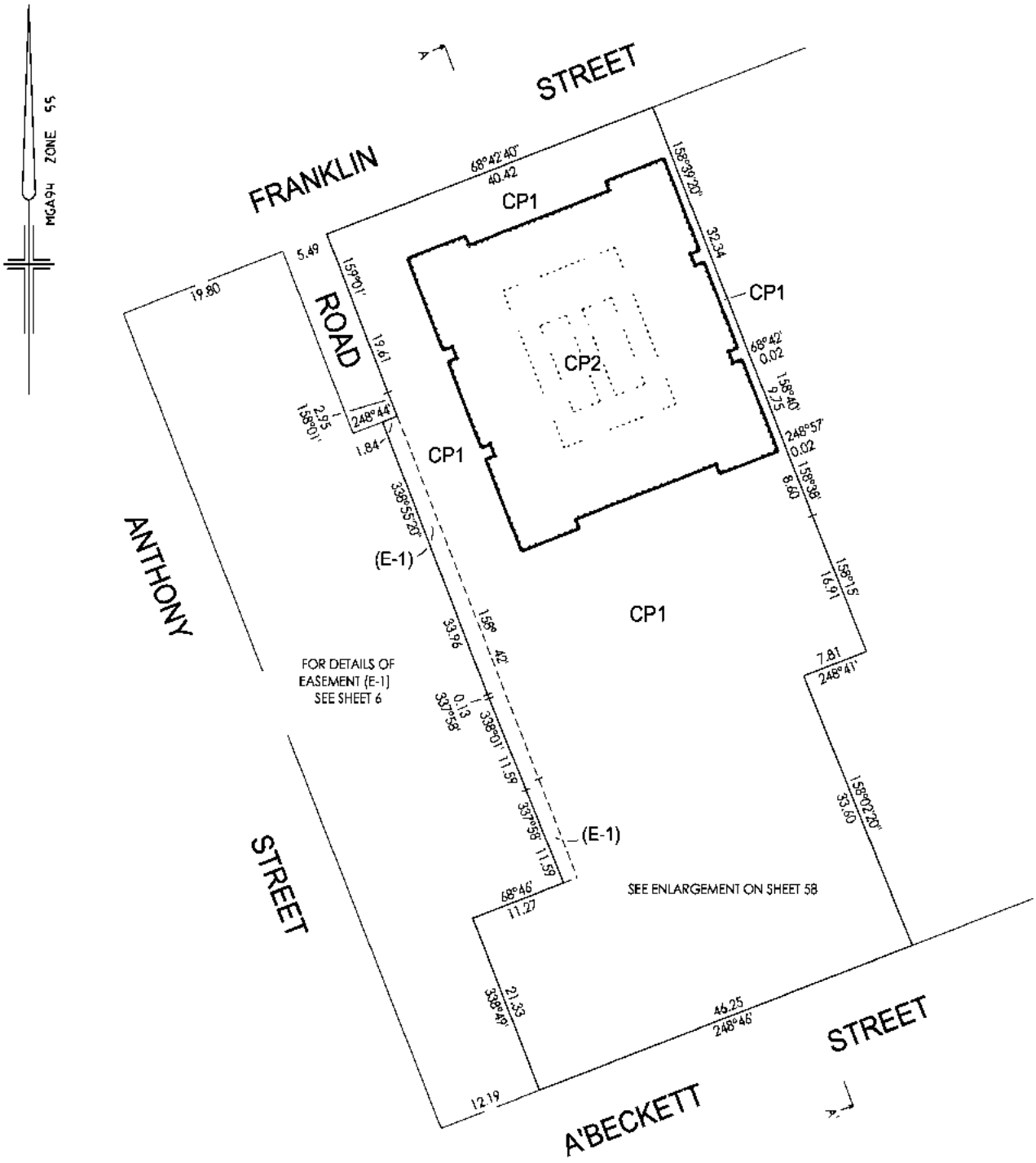
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			REF: 8450 VERSION: 4	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 22

LEVEL 29 AND ROOF LEVEL



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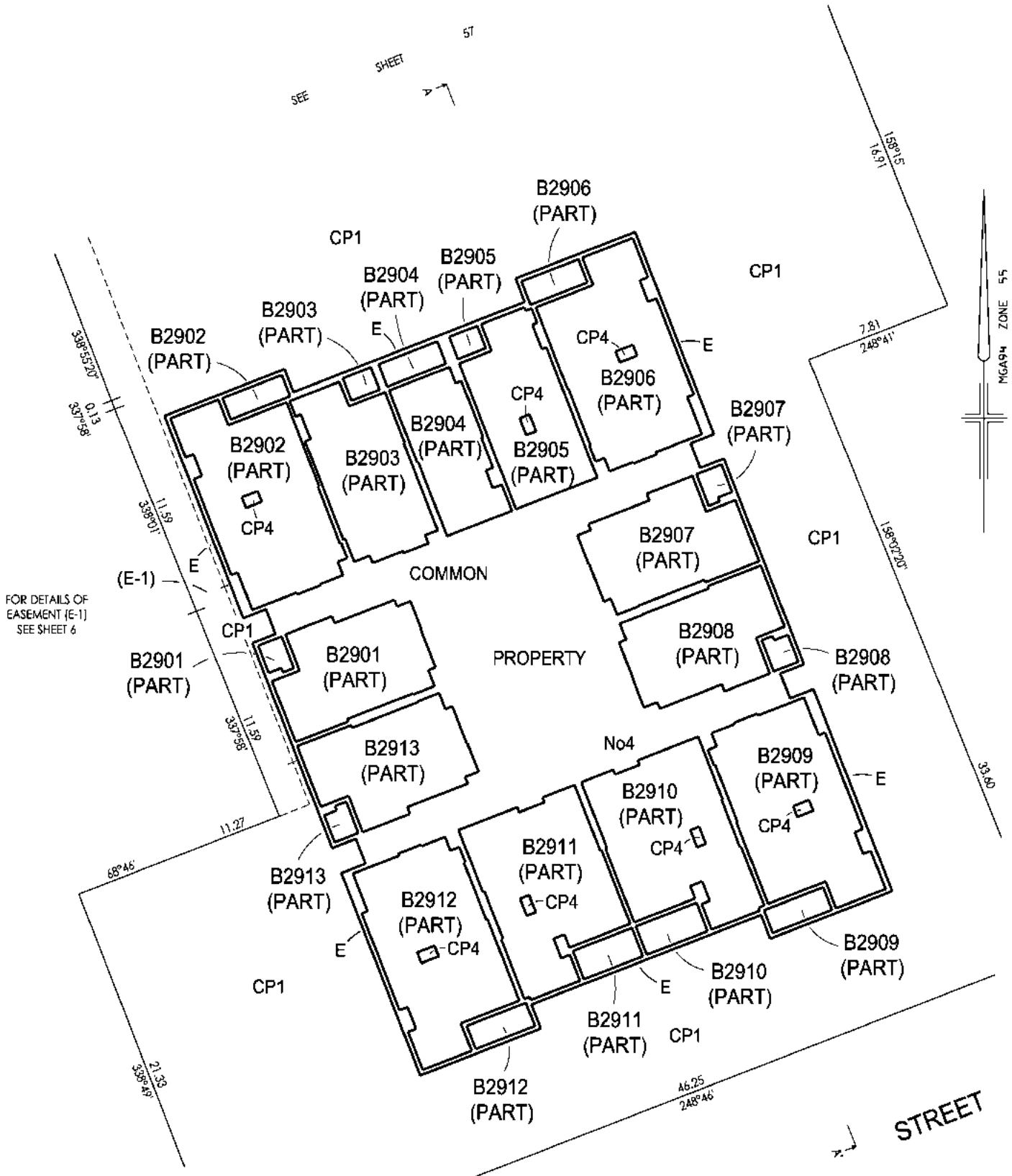
SHEET 57

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		REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT
LEVEL 29



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SHEET 58

ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX
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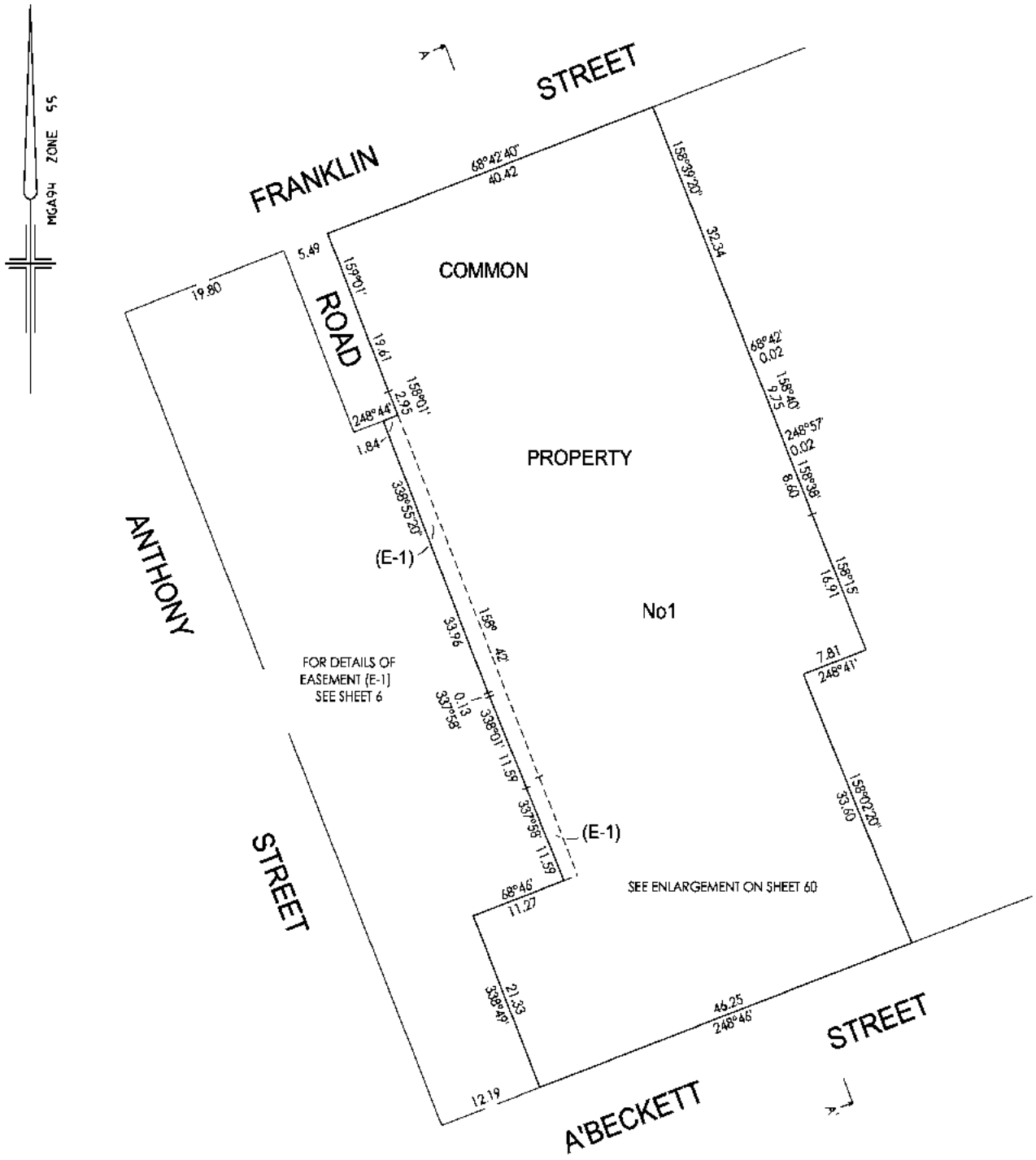
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 23

LEVELS 30 TO 37 (BOTH INCLUSIVE) PARTS



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SHEET 59

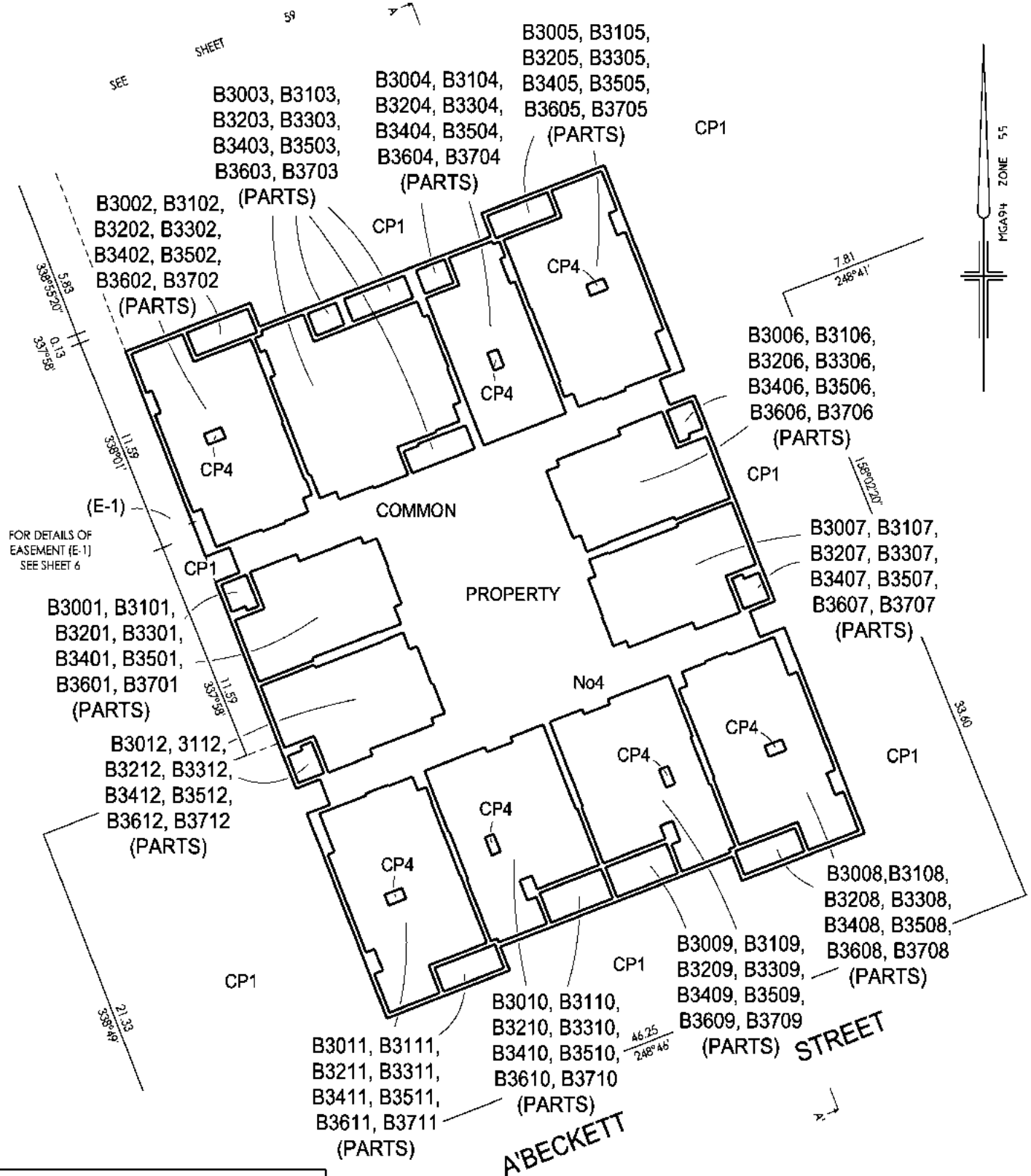
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

ENLARGEMENT

LEVELS 30 TO 37
(BOTH INCLUSIVE)



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SHEET 60

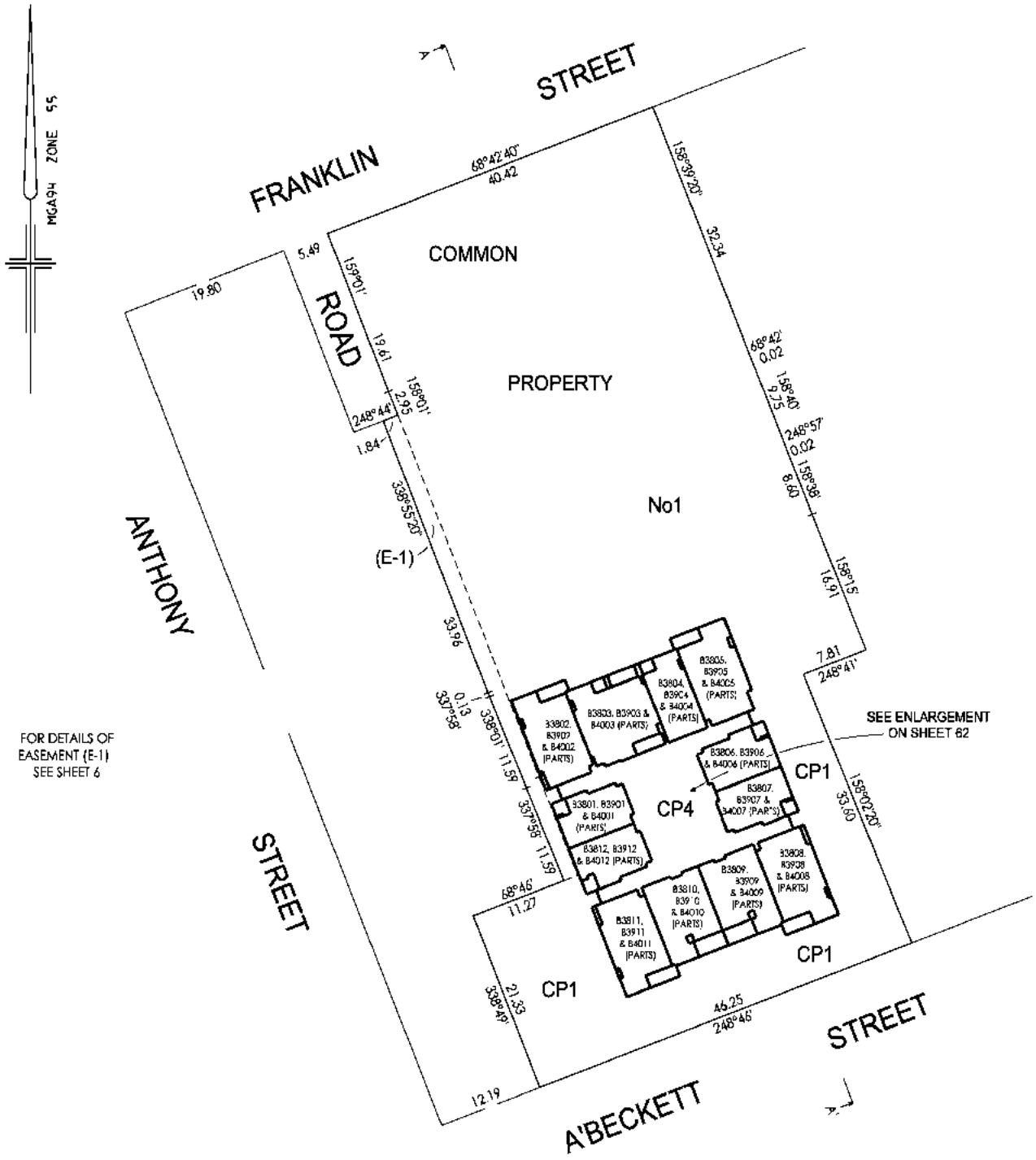
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

DIAGRAM 24

LEVEL 38 TO 40 (BOTH INCLUSIVE)



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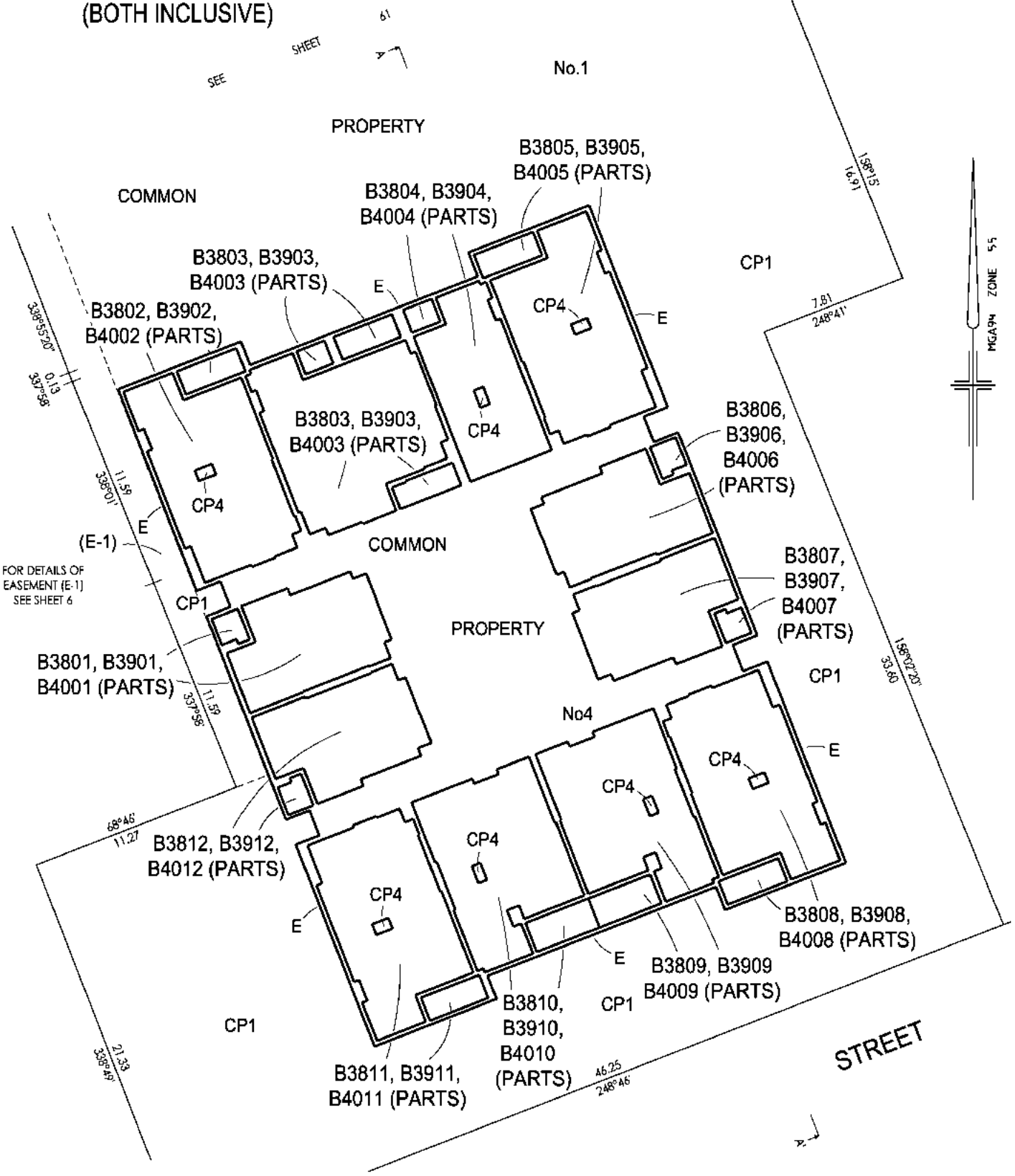
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X

ENLARGEMENT
LEVELS 38 TO 40 (BOTH INCLUSIVE)



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SHEET 62

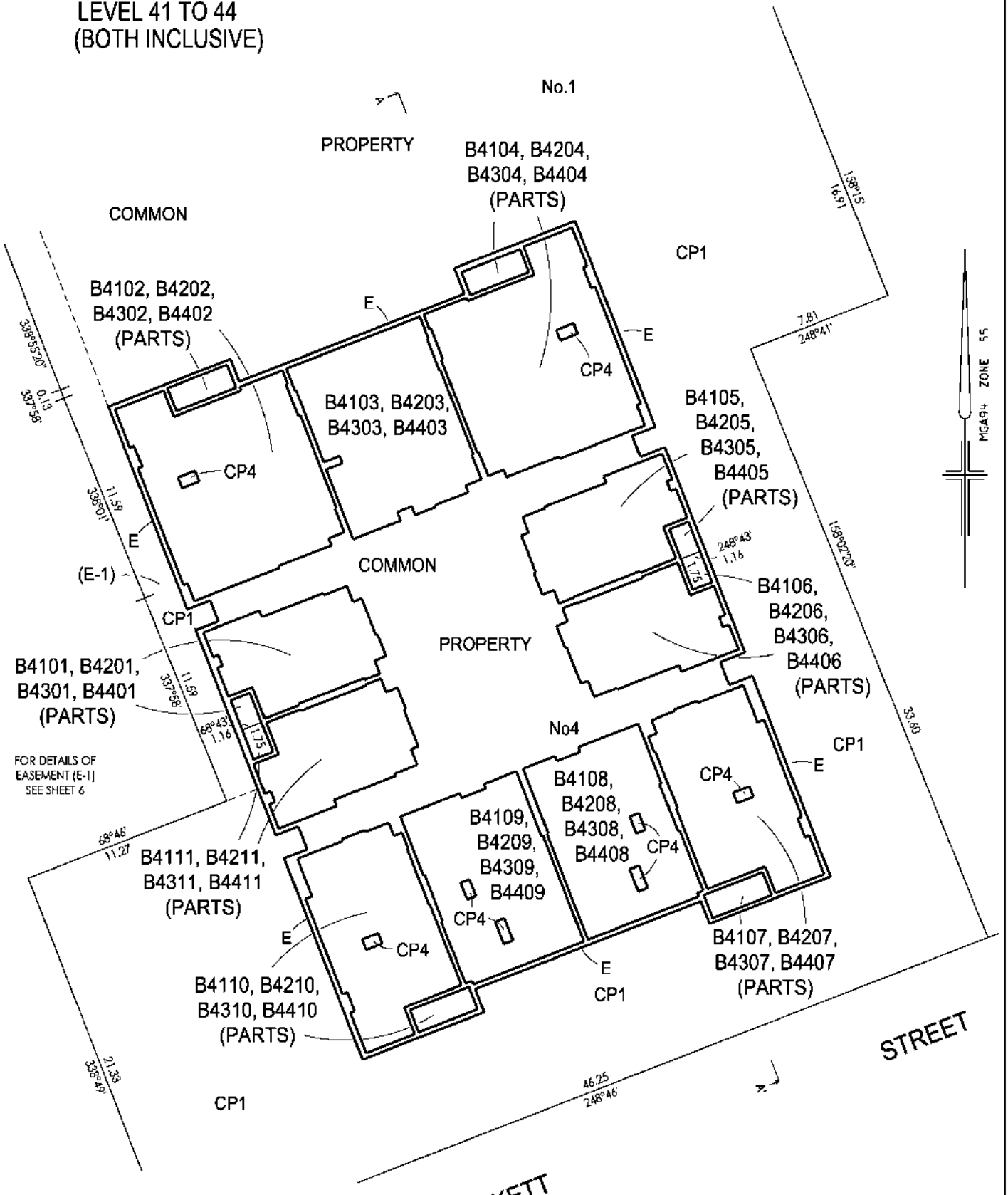
ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX	
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 25

LEVEL 41 TO 44 (BOTH INCLUSIVE)



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SHEET 63

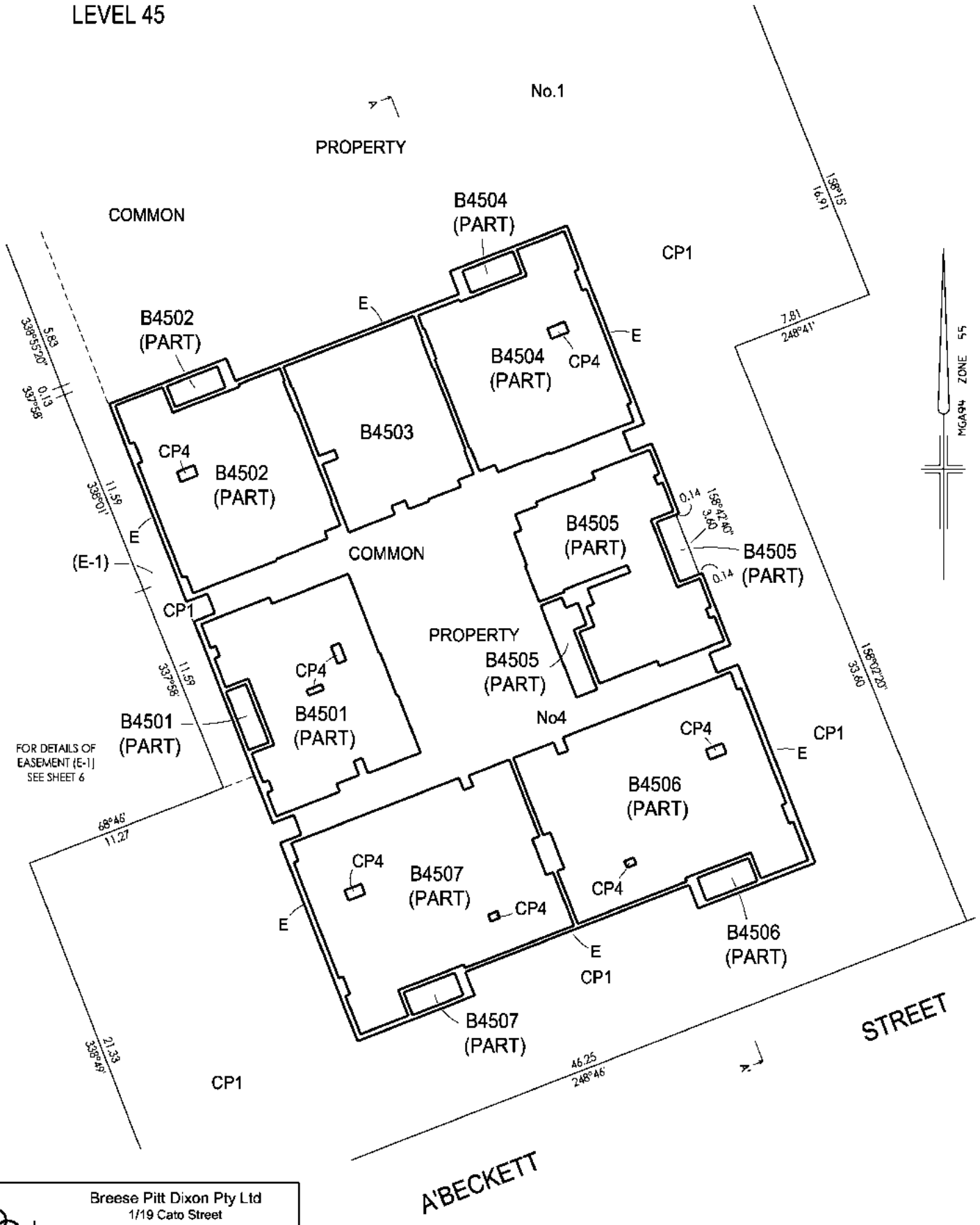
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			REF: 8450 VERSION: 4	

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 26

LEVEL 45



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SHEET 64

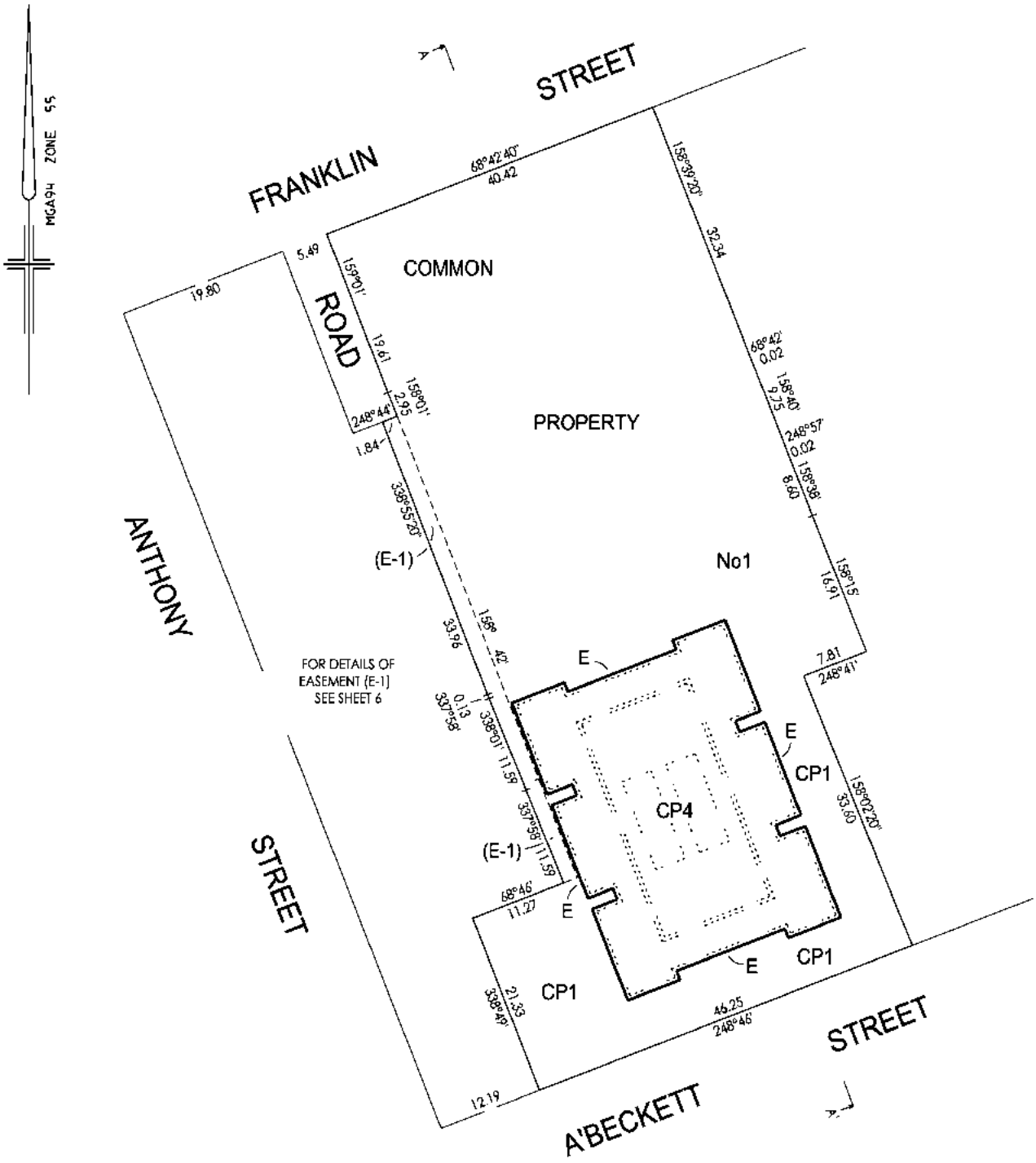
ORIGINAL SHEET SIZE	SCALE	SCALE	LICENSED SURVEYOR: SIMON P COX	
A3	1:200	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED	DATE / / . COUNCIL DELEGATE SIGNATURE
			REF: 8450 VERSION: 4	

Delivered by LANDATA®, timestamp 23/10/2023 17:11 Page 65 of 71

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 643381X

DIAGRAM 27

ROOF LEVEL (TOPMOST LEVEL)



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SHEET 65

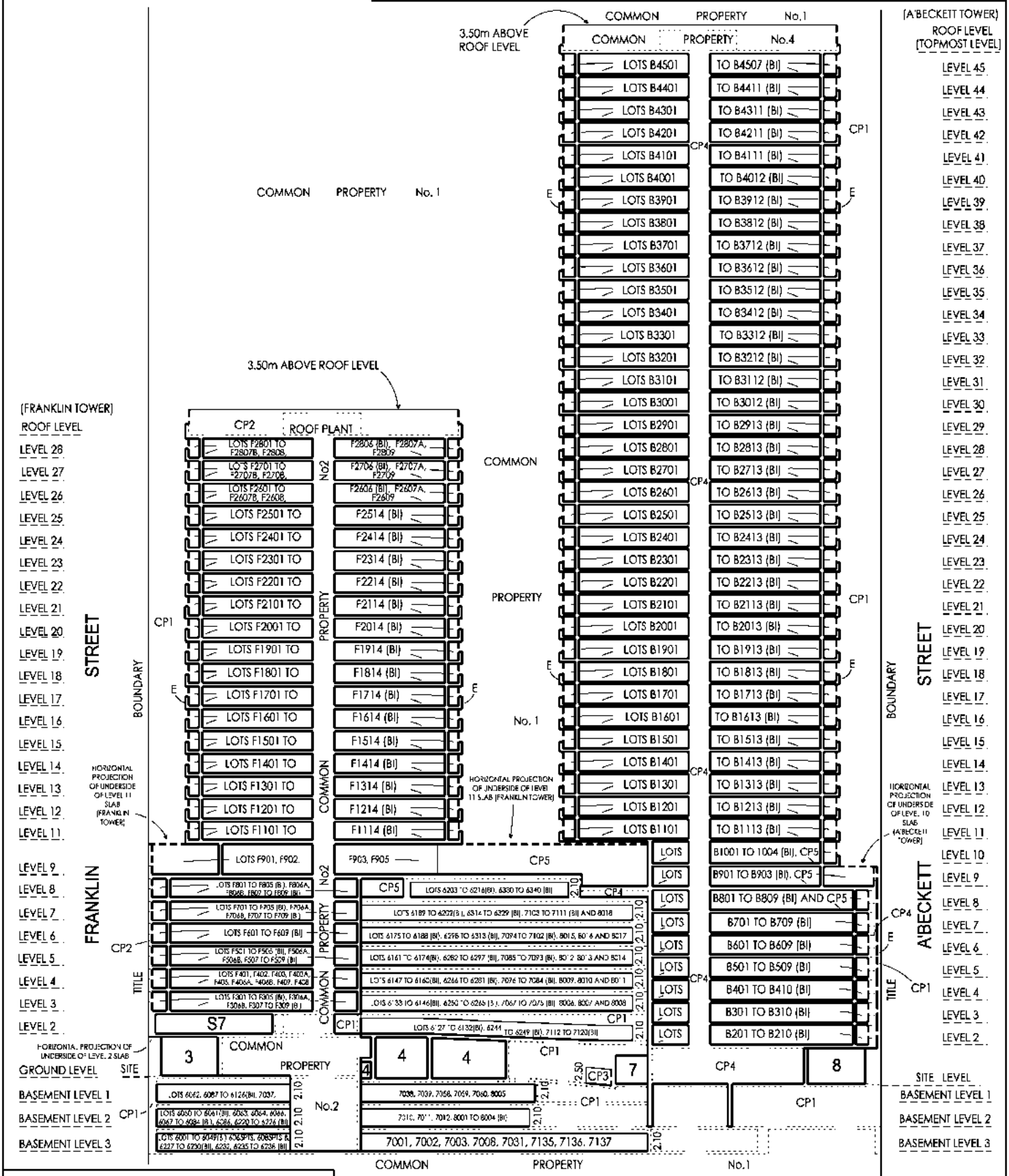
ORIGINAL	SCALE	LICENSED SURVEYOR: SIMON P COX	
SHEET SIZE: A3 / SCALE: 1:500	10 0 10 20 LENGTHS ARE IN METRES	SIGNATURE: ..... DIGITALLY SIGNED	DATE / / . . . . .
		REF: 8450 VERSION: 4	COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 643381X



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www.bpd.com.au info@bpd.com.au

TYPICAL ELEVATION A-A'

SHEET 66

ORIGINAL
SHEET SIZE A3 | SCALE

CROSS SECTION IS NOT SHOWN TO SCALE

LICENSED SURVEYOR: SIMON P COX

SIGNATURE: ..... DIGITALLY SIGNED

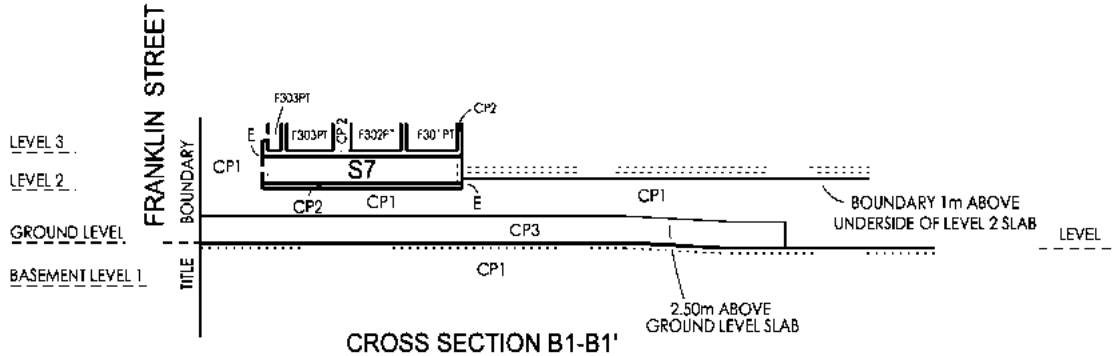
REF: 8450 VERSION: 4

DATE / /

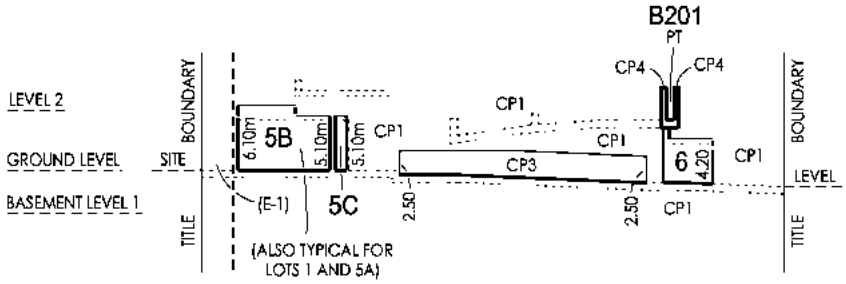
COUNCIL DELEGATE SIGNATURE

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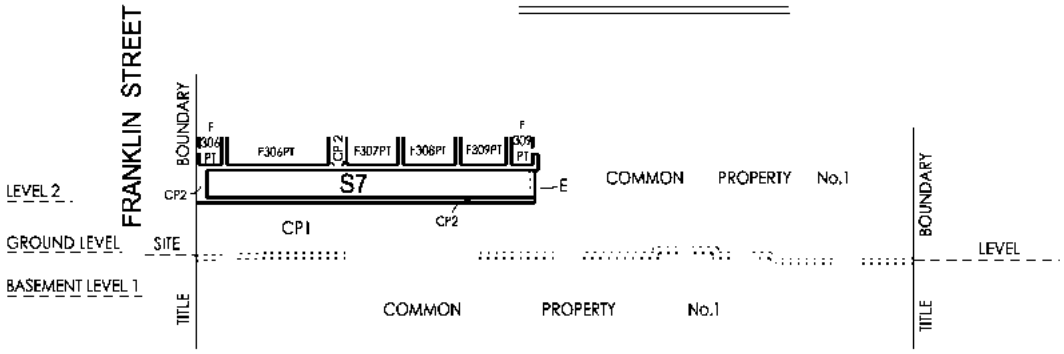
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X



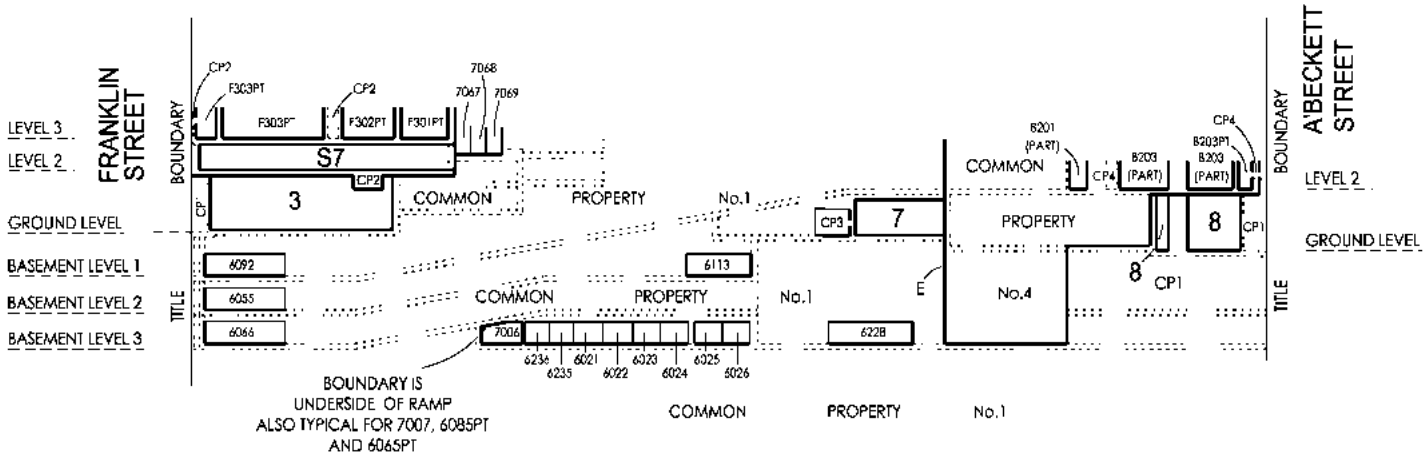
CROSS SECTION B1-B1'



CROSS SECTION B2-B2'



CROSS SECTION C-C'



CROSS SECTION D-D'

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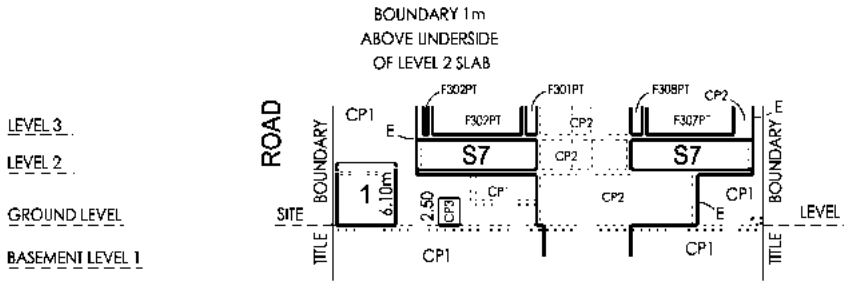
NOTES :-
THE UPPER BOUNDARY OF CAR PARK LOTS AND STORAGE LOTS IS 2.10m ABOVE THE UPPER SURFACE OF THE RELEVANT FLOOR SLAB UNLESS OTHERWISE SHOWN

SHEET 67

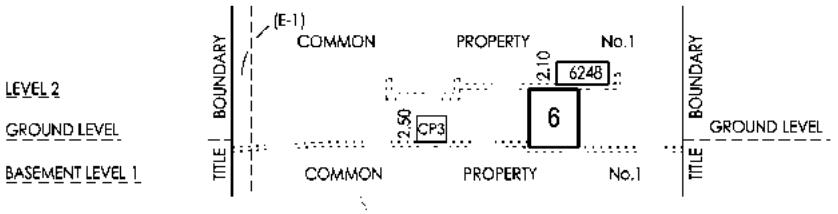
ORIGINAL SHEET SIZE A3	SCALE	CROSS SECTIONS ARE NOT SHOWN TO SCALE	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4	DATE / / COUNCIL DELEGATE SIGNATURE

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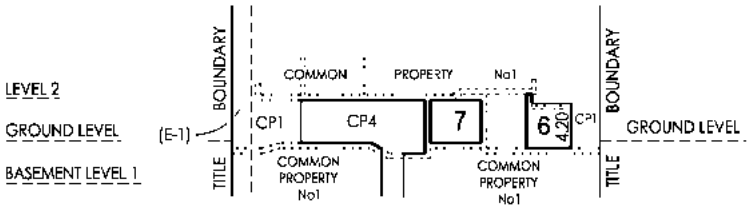
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X



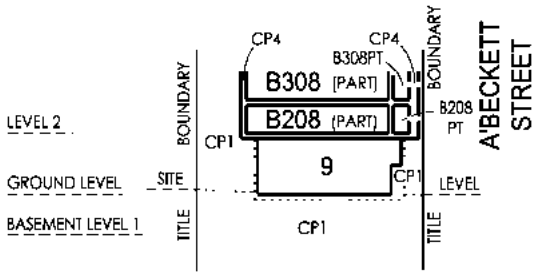
CROSS SECTION F-F'



CROSS SECTION G-G'



CROSS SECTION H-H'



CROSS SECTION J-J'

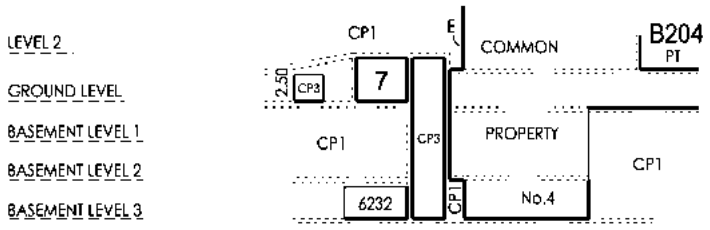
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1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
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SHEET 68

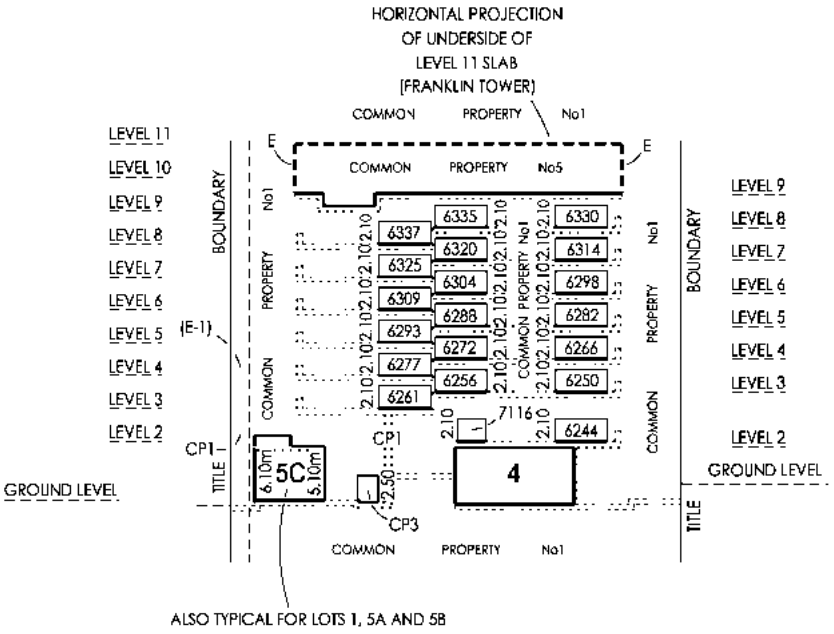
ORIGINAL SHEET SIZE A3	SCALE	CROSS SECTIONS ARE NOT SHOWN TO SCALE	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4	DATE / / COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X



CROSS SECTION K-K'



CROSS SECTION L-L'

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Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

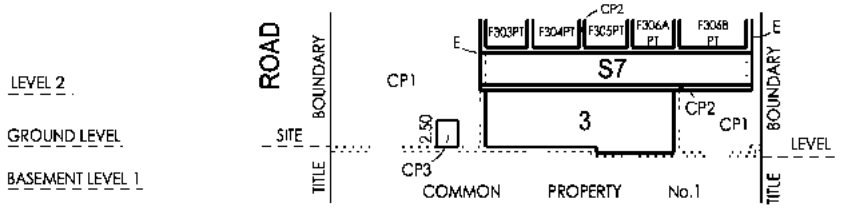
NOTES :-
THE UPPER BOUNDARY OF CAR PARK LOTS AND STORAGE LOTS IS 2.10m ABOVE THE UPPER SURFACE OF THE RELEVANT FLOOR SLAB

SHEET 69

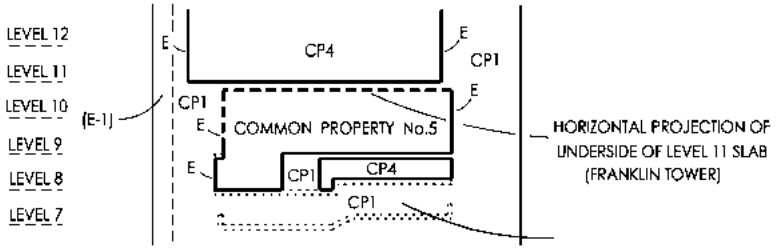
ORIGINAL SHEET SIZE A3	SCALE	CROSS SECTIONS ARE NOT SHOWN TO SCALE	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4	DATE / / COUNCIL DELEGATE SIGNATURE

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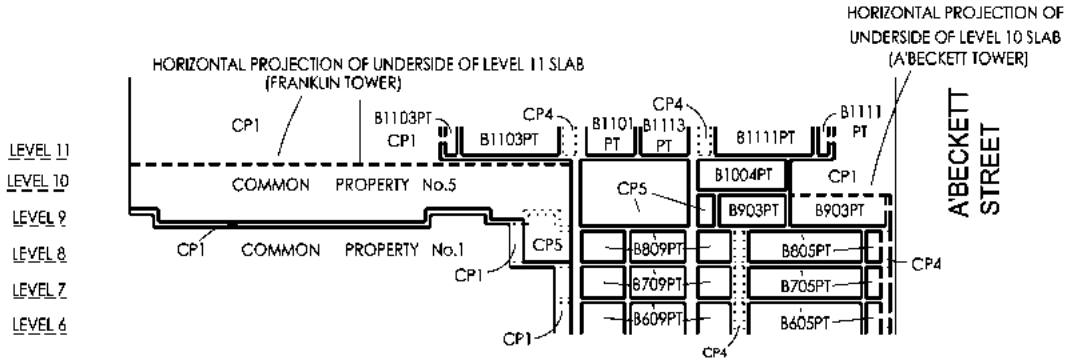
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 643381X



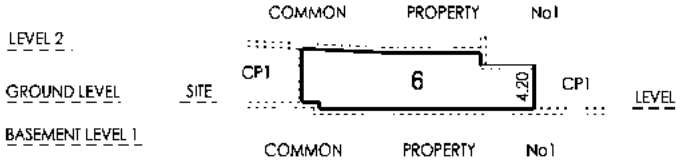
CROSS SECTION M-M'



CROSS SECTION N-N'



CROSS SECTION P-P'



CROSS SECTION R-R'

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1/19 Cato Street
Hawthorn East Vic 3123
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www.bpd.com.au info@bpd.com.au

SHEET 70

ORIGINAL SHEET SIZE A3	SCALE	CROSS SECTIONS ARE NOT SHOWN TO SCALE	LICENSED SURVEYOR: SIMON P COX SIGNATURE: ..... DIGITALLY SIGNED REF: 8450 VERSION: 4	DATE / / COUNCIL DELEGATE SIGNATURE

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS643381X

MASTER PLAN (STAGE 1) REGISTERED DATE 10/03/2015 TIME 4:36 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS F905, F2101-F2114 (B.I.), F2201-F2214 (B.I.), F2301-F2314 (B.I.), F2401-F2414 (B.I.), F2501-F2514 (B.I.), F2601-F2606 (B.I.), F2607A, F2607B, F2701-F2706 (B.I.), F2707A, F2707B, F2708-F2709 (B.I.), F2801-F2806 (B.I.), F2807A, F2807B, F2808-F2809 (B.I.) AND ADDITIONAL COMMON PROPERTY NO.1, NO.2 AND NO.5	STAGE PLAN	PS643381X/S2	10/04/15	2	R.W.G.
LOT S4	LOTS B201-B210, B301-B310,B401-B410 ,B501-B509,B601-B609, B701-B709,B801-B809, B901-B903,B1001-B1004, B1101-B1113,B1201-B1213, B1301-B1313,B1401-B1413, B1501-B1513,B1601-B1613, B1701-B1713,B1801-1813, B1901-B1913,B2001-B2013, B2101-B2113,B2201-B2213, B2301-B2313,B2401-B2413, B2501-B2513,B2601-B2613, B2701-B2713,B2801-B2813, B2901-B2913,B3001-B3013, B3101-B3113,B3201-B3213, B3301-B3313,B3401-B3413, B3501-B3513,B3601-B3613, B3701-B3713,S5,COMMON PROPERTY 4 AND ADDITIONAL CP1,2 AND 5	STAGE PLAN	PS643381X/S4	15/6/15	3	RGM
LOT S5	LOTS B3801-B3812: B3901-B3912; B4001- B4012; B4101-B4111; B4201-B4211; B4301-B4311; B4401-B4411; B4501-B4507.	STAGE PLAN	PS643381X/S5	11/08/15	4	GV
LOTS S3 AND S6	LOTS 1, 3, 4, 5A-5C, 6-9, S7 AND ADDITIONAL CP1-3	STAGE PLAN	PS643381X/S3	03/04/19	5	RGM

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

The land in PS643381X is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 5, Lots 1, 3, 4, 5A, 5B, 5C, 6 - 9, 6001 - 6076, 6078 - 6216, 6220 - 6230, 6232, 6235 - 6238, 6244 - 6340, 7001 - 7003, 7006 - 7008, 7010 - 7012, 7031, 7037 - 7039, 7058 - 7060, 7067 - 7120, 7135 - 7137, 8001 - 8018, B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B401, B402, B403, B404, B405, B406, B407, B408, B409, B410, B501, B502, B503, B504, B505, B506, B507, B508, B509, B601, B602, B603, B604, B605, B606, B607, B608, B609, B701, B702, B703, B704, B705, B706, B707, B708, B709, B801, B802, B803, B804, B805, B806, B807, B808, B809, B901, B902, B903, B1001, B1002, B1003, B1004, B1101, B1102, B1103, B1104, B1105, B1106, B1107, B1108, B1109, B1110, B1111, B1112, B1113, B1201, B1202, B1203, B1204, B1205, B1206, B1207, B1208, B1209, B1210, B1211, B1212, B1213, B1301, B1302, B1303, B1304, B1305, B1306, B1307, B1308, B1309, B1310, B1311, B1312, B1313, B1401, B1402, B1403, B1404, B1405, B1406, B1407, B1408, B1409, B1410, B1411, B1412, B1413, B1501, B1502, B1503, B1504, B1505, B1506, B1507, B1508, B1509, B1510, B1511, B1512, B1513, B1601, B1602, B1603, B1604, B1605, B1606, B1607, B1608, B1609, B1610, B1611, B1612, B1613, B1701, B1702, B1703, B1704, B1705, B1706, B1707, B1708, B1709, B1710, B1711, B1712, B1713, B1801, B1802, B1803, B1804, B1805, B1806, B1807, B1808, B1809, B1810, B1811, B1812, B1813, B1901, B1902, B1903, B1904, B1905, B1906, B1907, B1908, B1909, B1910, B1911, B1912, B1913, B2001, B2002, B2003, B2004, B2005, B2006, B2007, B2008, B2009, B2010, B2011, B2012, B2013, B2101, B2102, B2103, B2104, B2105, B2106, B2107, B2108, B2109, B2110, B2111, B2112, B2113, B2201, B2202, B2203, B2204, B2205, B2206, B2207, B2208, B2209, B2210, B2211, B2212, B2213, B2301, B2302, B2303, B2304, B2305, B2306, B2307, B2308, B2309, B2310, B2311, B2312, B2313, B2401, B2402, B2403, B2404, B2405, B2406, B2407, B2408, B2409, B2410, B2411, B2412, B2413, B2501, B2502, B2503, B2504, B2505, B2506, B2507, B2508, B2509, B2510, B2511, B2512, B2513, B2601, B2602, B2603, B2604, B2605, B2606, B2607, B2608, B2609, B2610, B2611, B2612, B2613, B2701, B2702, B2703, B2704, B2705, B2706, B2707, B2708, B2709, B2710, B2711, B2712, B2713, B2801, B2802, B2803, B2804, B2805, B2806, B2807, B2808, B2809, B2810, B2811, B2812, B2813, B2901, B2902, B2903, B2904, B2905, B2906, B2907, B2908, B2909, B2910, B2911, B2912, B2913, B3001, B3002, B3003, B3004, B3005, B3006, B3007, B3008, B3009, B3010, B3011, B3012, B3101, B3102, B3103, B3104, B3105, B3106, B3107, B3108, B3109, B3110, B3111, B3112, B3201, B3202, B3203, B3204, B3205, B3206, B3207, B3208, B3209, B3210, B3211, B3212, B3301, B3302, B3303, B3304, B3305, B3306, B3307, B3308, B3309, B3310, B3311, B3312, B3401, B3402, B3403, B3404, B3405, B3406, B3407, B3408, B3409, B3410, B3411, B3412, B3501, B3502, B3503, B3504, B3505, B3506, B3507, B3508, B3509, B3510, B3511, B3512, B3601, B3602, B3603, B3604, B3605, B3606, B3607, B3608, B3609, B3610, B3611, B3612, B3701, B3702, B3703, B3704, B3705, B3706, B3707, B3708, B3709, B3710, B3711, B3712, B3801, B3802, B3803, B3804, B3805, B3806, B3807, B3808, B3809, B3810, B3811, B3812, B3901, B3902, B3903, B3904, B3905, B3906, B3907, B3908, B3909, B3910, B3911, B3912, B4001, B4002, B4003, B4004, B4005, B4006, B4007, B4008, B4009, B4010, B4011, B4012, B4101, B4102, B4103, B4104, B4105, B4106, B4107, B4108, B4109, B4110, B4111, B4201, B4202, B4203, B4204, B4205, B4206, B4207, B4208, B4209, B4210, B4211, B4301, B4302, B4303, B4304, B4305, B4306, B4307, B4308, B4309, B4310, B4311, B4401, B4402, B4403, B4404, B4405, B4406, B4407, B4408, B4409, B4410, B4411, B4501, B4502, B4503, B4504, B4505, B4506, B4507, F301, F302, F303, F304, F305, F307, F308, F309, F401, F402, F403, F405, F407, F408, F501, F502, F503, F504, F505, F507, F508, F509, F601, F602, F603, F604, F605, F606, F607, F608, F609, F701, F702, F703, F704, F705, F707, F708, F709, F801, F802, F803, F804, F805, F807, F808, F809, F901, F902, F903, F905, F1101, F1102, F1103, F1104, F1105, F1106, F1107, F1108, F1109, F1110, F1111, F1112, F1113, F1114, F1201, F1202, F1203, F1204, F1205, F1206, F1207, F1208, F1209, F1210, F1211, F1212, F1213, F1214, F1301, F1302, F1303, F1304, F1305, F1306, F1307, F1308, F1309, F1310, F1311, F1312, F1313, F1314, F1401, F1402, F1403, F1404, F1405, F1406, F1407, F1408, F1409, F1410, F1411, F1412, F1413, F1414, F1501, F1502, F1503, F1504, F1505, F1506, F1507, F1508, F1509, F1510, F1511, F1512, F1513, F1514, F1601, F1602, F1603, F1604, F1605, F1606, F1607, F1608, F1609, F1610, F1611, F1612, F1613, F1614, F1701, F1702, F1703, F1704, F1705, F1706, F1707, F1708, F1709, F1710, F1711, F1712, F1713, F1714, F1801, F1802, F1803, F1804, F1805, F1806, F1807, F1808, F1809, F1810, F1811, F1812, F1813, F1814, F1901, F1902, F1903, F1904, F1905, F1906, F1907, F1908, F1909, F1910, F1911, F1912, F1913, F1914, F2001, F2002, F2003,

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

F2004, F2005, F2006, F2007, F2008, F2009, F2010, F2011, F2012, F2013, F2014, F2101, F2102, F2103, F2104, F2105, F2106, F2107, F2108, F2109, F2110, F2111, F2112, F2113, F2114, F2201, F2202, F2203, F2204, F2205, F2206, F2207, F2208, F2209, F2210, F2211, F2212, F2213, F2214, F2301, F2302, F2303, F2304, F2305, F2306, F2307, F2308, F2309, F2310, F2311, F2312, F2313, F2314, F2401, F2402, F2403, F2404, F2405, F2406, F2407, F2408, F2409, F2410, F2411, F2412, F2413, F2414, F2501, F2502, F2503, F2504, F2505, F2506, F2507, F2508, F2509, F2510, F2511, F2512, F2513, F2514, F2601, F2602, F2603, F2604, F2605, F2606, F2608, F2609, F2701, F2702, F2703, F2704, F2705, F2706, F2708, F2709, F2801, F2802, F2803, F2804, F2805, F2806, F2808, F2809, F306A, F306B, F403A, F406A, F406B, F506A, F506B, F706A, F706B, F806A, F806B, F2607A, F2607B, F2707A, F2707B, F2807A, F2807B, S7.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

OC025043R 10/03/2015

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. OC025047H 10/03/2015

Additional Owners Corporation Information:

OC025043R 10/03/2015

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Lot 1	204	204
Lot 3	392	392
Lot 4	478	478
Lot 5A	104	104

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5B	89	89
Lot 5C	111	111
Lot 6	186	186
Lot 7	142	142
Lot 8	155	155
Lot 9	274	274
Lot 6001	8	8
Lot 6002	8	8
Lot 6003	8	8
Lot 6004	8	8
Lot 6005	8	8
Lot 6006	8	8
Lot 6007	8	8
Lot 6008	8	8
Lot 6009	8	8
Lot 6010	8	8
Lot 6011	8	8
Lot 6012	8	8
Lot 6013	14	14
Lot 6014	14	14
Lot 6015	8	8
Lot 6016	8	8
Lot 6017	12	12
Lot 6018	12	12
Lot 6019	12	12
Lot 6020	12	12
Lot 6021	6	6
Lot 6022	6	6
Lot 6023	6	6

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6024	6	6
Lot 6025	6	6
Lot 6026	6	6
Lot 6027	12	12
Lot 6028	12	12
Lot 6029	12	12
Lot 6030	12	12
Lot 6031	6	6
Lot 6032	6	6
Lot 6033	6	6
Lot 6034	6	6
Lot 6035	6	6
Lot 6036	8	8
Lot 6037	8	8
Lot 6038	8	8
Lot 6039	6	6
Lot 6040	6	6
Lot 6041	6	6
Lot 6042	6	6
Lot 6043	6	6
Lot 6044	6	6
Lot 6045	6	6
Lot 6046	6	6
Lot 6047	6	6
Lot 6048	6	6
Lot 6049	12	12
Lot 6050	8	8
Lot 6051	8	8
Lot 6052	8	8

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6053	8	8
Lot 6054	8	8
Lot 6055	8	8
Lot 6056	6	6
Lot 6057	8	8
Lot 6058	8	8
Lot 6059	8	8
Lot 6060	8	8
Lot 6061	8	8
Lot 6062	8	8
Lot 6063	6	6
Lot 6064	6	6
Lot 6065	8	8
Lot 6066	6	6
Lot 6067	6	6
Lot 6068	6	6
Lot 6069	6	6
Lot 6070	6	6
Lot 6071	6	6
Lot 6072	6	6
Lot 6073	6	6
Lot 6074	8	8
Lot 6075	8	8
Lot 6076	8	8
Lot 6078	6	6
Lot 6079	6	6
Lot 6080	6	6
Lot 6081	6	6
Lot 6082	6	6

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6083	6	6
Lot 6084	6	6
Lot 6085	8	8
Lot 6086	6	6
Lot 6087	6	6
Lot 6088	8	8
Lot 6089	8	8
Lot 6090	8	8
Lot 6091	8	8
Lot 6092	8	8
Lot 6093	8	8
Lot 6094	8	8
Lot 6095	8	8
Lot 6096	8	8
Lot 6097	8	8
Lot 6098	8	8
Lot 6099	6	6
Lot 6100	6	6
Lot 6101	6	6
Lot 6102	6	6
Lot 6103	6	6
Lot 6104	8	8
Lot 6105	8	8
Lot 6106	8	8
Lot 6107	8	8
Lot 6108	8	8
Lot 6109	8	8
Lot 6110	8	8
Lot 6111	8	8

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6112	8	8
Lot 6113	8	8
Lot 6114	8	8
Lot 6115	8	8
Lot 6116	8	8
Lot 6117	6	6
Lot 6118	6	6
Lot 6119	6	6
Lot 6120	6	6
Lot 6121	6	6
Lot 6122	6	6
Lot 6123	6	6
Lot 6124	6	6
Lot 6125	6	6
Lot 6126	12	12
Lot 6127	6	6
Lot 6128	6	6
Lot 6129	6	6
Lot 6130	6	6
Lot 6131	6	6
Lot 6132	6	6
Lot 6133	6	6
Lot 6134	6	6
Lot 6135	6	6
Lot 6136	6	6
Lot 6137	6	6
Lot 6138	6	6
Lot 6139	6	6
Lot 6140	6	6

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6141	6	6
Lot 6142	6	6
Lot 6143	6	6
Lot 6144	6	6
Lot 6145	6	6
Lot 6146	6	6
Lot 6147	6	6
Lot 6148	6	6
Lot 6149	6	6
Lot 6150	6	6
Lot 6151	6	6
Lot 6152	6	6
Lot 6153	6	6
Lot 6154	6	6
Lot 6155	6	6
Lot 6156	6	6
Lot 6157	6	6
Lot 6158	6	6
Lot 6159	6	6
Lot 6160	6	6
Lot 6161	6	6
Lot 6162	6	6
Lot 6163	6	6
Lot 6164	6	6
Lot 6165	6	6
Lot 6166	6	6
Lot 6167	6	6
Lot 6168	6	6
Lot 6169	6	6

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6170	6	6
Lot 6171	6	6
Lot 6172	6	6
Lot 6173	6	6
Lot 6174	6	6
Lot 6175	6	6
Lot 6176	6	6
Lot 6177	6	6
Lot 6178	6	6
Lot 6179	6	6
Lot 6180	6	6
Lot 6181	6	6
Lot 6182	6	6
Lot 6183	6	6
Lot 6184	6	6
Lot 6185	6	6
Lot 6186	6	6
Lot 6187	6	6
Lot 6188	6	6
Lot 6189	6	6
Lot 6190	6	6
Lot 6191	6	6
Lot 6192	6	6
Lot 6193	6	6
Lot 6194	6	6
Lot 6195	6	6
Lot 6196	6	6
Lot 6197	6	6
Lot 6198	6	6

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6199	6	6
Lot 6200	6	6
Lot 6201	6	6
Lot 6202	6	6
Lot 6203	6	6
Lot 6204	6	6
Lot 6205	6	6
Lot 6206	6	6
Lot 6207	6	6
Lot 6208	6	6
Lot 6209	6	6
Lot 6210	6	6
Lot 6211	6	6
Lot 6212	6	6
Lot 6213	6	6
Lot 6214	6	6
Lot 6215	6	6
Lot 6216	6	6
Lot 6220	6	6
Lot 6221	6	6
Lot 6222	6	6
Lot 6223	6	6
Lot 6224	12	12
Lot 6225	6	6
Lot 6226	6	6
Lot 6227	8	8
Lot 6228	8	8
Lot 6229	8	8
Lot 6230	8	8

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6232	8	8
Lot 6235	6	6
Lot 6236	6	6
Lot 6237	6	6
Lot 6238	6	6
Lot 6244	6	6
Lot 6245	6	6
Lot 6246	6	6
Lot 6247	6	6
Lot 6248	6	6
Lot 6249	6	6
Lot 6250	6	6
Lot 6251	6	6
Lot 6252	6	6
Lot 6253	6	6
Lot 6254	6	6
Lot 6255	6	6
Lot 6256	6	6
Lot 6257	6	6
Lot 6258	6	6
Lot 6259	6	6
Lot 6260	6	6
Lot 6261	6	6
Lot 6262	6	6
Lot 6263	6	6
Lot 6264	6	6
Lot 6265	6	6
Lot 6266	6	6
Lot 6267	6	6

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6268	6	6
Lot 6269	6	6
Lot 6270	6	6
Lot 6271	6	6
Lot 6272	6	6
Lot 6273	6	6
Lot 6274	6	6
Lot 6275	6	6
Lot 6276	6	6
Lot 6277	6	6
Lot 6278	6	6
Lot 6279	6	6
Lot 6280	6	6
Lot 6281	6	6
Lot 6282	6	6
Lot 6283	6	6
Lot 6284	6	6
Lot 6285	6	6
Lot 6286	6	6
Lot 6287	6	6
Lot 6288	6	6
Lot 6289	6	6
Lot 6290	6	6
Lot 6291	6	6
Lot 6292	6	6
Lot 6293	6	6
Lot 6294	6	6
Lot 6295	6	6
Lot 6296	6	6

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6297	6	6
Lot 6298	6	6
Lot 6299	6	6
Lot 6300	6	6
Lot 6301	6	6
Lot 6302	6	6
Lot 6303	6	6
Lot 6304	6	6
Lot 6305	6	6
Lot 6306	6	6
Lot 6307	6	6
Lot 6308	6	6
Lot 6309	6	6
Lot 6310	6	6
Lot 6311	6	6
Lot 6312	6	6
Lot 6313	6	6
Lot 6314	6	6
Lot 6315	6	6
Lot 6316	6	6
Lot 6317	6	6
Lot 6318	6	6
Lot 6319	6	6
Lot 6320	6	6
Lot 6321	6	6
Lot 6322	6	6
Lot 6323	6	6
Lot 6324	6	6
Lot 6325	6	6

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 6326	6	6
Lot 6327	6	6
Lot 6328	6	6
Lot 6329	6	6
Lot 6330	6	6
Lot 6331	6	6
Lot 6332	6	6
Lot 6333	6	6
Lot 6334	6	6
Lot 6335	6	6
Lot 6336	6	6
Lot 6337	6	6
Lot 6338	6	6
Lot 6339	6	6
Lot 6340	6	6
Lot 7001	2	2
Lot 7002	2	2
Lot 7003	2	2
Lot 7006	2	2
Lot 7007	2	2
Lot 7008	2	2
Lot 7010	2	2
Lot 7011	2	2
Lot 7012	2	2
Lot 7031	2	2
Lot 7037	2	2
Lot 7038	2	2
Lot 7039	2	2
Lot 7058	2	2

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 7059	2	2
Lot 7060	2	2
Lot 7067	2	2
Lot 7068	2	2
Lot 7069	2	2
Lot 7070	2	2
Lot 7071	2	2
Lot 7072	2	2
Lot 7073	2	2
Lot 7074	2	2
Lot 7075	2	2
Lot 7076	2	2
Lot 7077	2	2
Lot 7078	2	2
Lot 7079	2	2
Lot 7080	2	2
Lot 7081	2	2
Lot 7082	2	2
Lot 7083	2	2
Lot 7084	2	2
Lot 7085	2	2
Lot 7086	2	2
Lot 7087	2	2
Lot 7088	2	2
Lot 7089	2	2
Lot 7090	2	2
Lot 7091	2	2
Lot 7092	2	2
Lot 7093	2	2

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 7094	2	2
Lot 7095	2	2
Lot 7096	2	2
Lot 7097	2	2
Lot 7098	2	2
Lot 7099	2	2
Lot 7100	2	2
Lot 7101	2	2
Lot 7102	2	2
Lot 7103	2	2
Lot 7104	2	2
Lot 7105	2	2
Lot 7106	2	2
Lot 7107	2	2
Lot 7108	2	2
Lot 7109	2	2
Lot 7110	2	2
Lot 7111	2	2
Lot 7112	2	2
Lot 7113	2	2
Lot 7114	2	2
Lot 7115	2	2
Lot 7116	2	2
Lot 7117	2	2
Lot 7118	2	2
Lot 7119	2	2
Lot 7120	2	2
Lot 7135	2	2
Lot 7136	2	2

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OWNERS CORPORATION 1
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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 7137	2	2
Lot 8001	2	2
Lot 8002	2	2
Lot 8003	2	2
Lot 8004	2	2
Lot 8005	2	2
Lot 8006	2	2
Lot 8007	2	2
Lot 8008	2	2
Lot 8009	2	2
Lot 8010	2	2
Lot 8011	2	2
Lot 8012	2	2
Lot 8013	2	2
Lot 8014	2	2
Lot 8015	2	2
Lot 8016	2	2
Lot 8017	2	2
Lot 8018	2	2
Lot B201	87	87
Lot B202	53	53
Lot B203	102	102
Lot B204	76	76
Lot B205	56	56
Lot B206	56	56
Lot B207	76	76
Lot B208	105	105
Lot B209	48	48
Lot B210	64	64

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B301	87	87
Lot B302	53	53
Lot B303	102	102
Lot B304	76	76
Lot B305	56	56
Lot B306	56	56
Lot B307	76	76
Lot B308	105	105
Lot B309	48	48
Lot B310	64	64
Lot B401	87	87
Lot B402	53	53
Lot B403	102	102
Lot B404	76	76
Lot B405	56	56
Lot B406	56	56
Lot B407	76	76
Lot B408	105	105
Lot B409	48	48
Lot B410	64	64
Lot B501	87	87
Lot B502	53	53
Lot B503	102	102
Lot B504	76	76
Lot B505	56	56
Lot B506	56	56
Lot B507	76	76
Lot B508	105	105
Lot B509	112	112

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B601	87	87
Lot B602	53	53
Lot B603	102	102
Lot B604	76	76
Lot B605	56	56
Lot B606	56	56
Lot B607	76	76
Lot B608	105	105
Lot B609	112	112
Lot B701	87	87
Lot B702	53	53
Lot B703	102	102
Lot B704	76	76
Lot B705	56	56
Lot B706	56	56
Lot B707	76	76
Lot B708	105	105
Lot B709	112	112
Lot B801	87	87
Lot B802	53	53
Lot B803	102	102
Lot B804	76	76
Lot B805	56	56
Lot B806	56	56
Lot B807	76	76
Lot B808	105	105
Lot B809	103	103
Lot B901	53	53
Lot B902	135	135

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B903	129	129
Lot B1001	53	53
Lot B1002	41	41
Lot B1003	51	51
Lot B1004	91	91
Lot B1101	50	50
Lot B1102	69	69
Lot B1103	51	51
Lot B1104	38	38
Lot B1105	51	51
Lot B1106	69	69
Lot B1107	50	50
Lot B1108	50	50
Lot B1109	69	69
Lot B1110	72	72
Lot B1111	72	72
Lot B1112	69	69
Lot B1113	50	50
Lot B1201	50	50
Lot B1202	69	69
Lot B1203	51	51
Lot B1204	38	38
Lot B1205	51	51
Lot B1206	69	69
Lot B1207	50	50
Lot B1208	50	50
Lot B1209	69	69
Lot B1210	72	72
Lot B1211	72	72

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1212	69	69
Lot B1213	50	50
Lot B1301	50	50
Lot B1302	69	69
Lot B1303	51	51
Lot B1304	38	38
Lot B1305	51	51
Lot B1306	69	69
Lot B1307	50	50
Lot B1308	50	50
Lot B1309	69	69
Lot B1310	72	72
Lot B1311	72	72
Lot B1312	69	69
Lot B1313	50	50
Lot B1401	50	50
Lot B1402	69	69
Lot B1403	47	47
Lot B1404	33	33
Lot B1405	47	47
Lot B1406	69	69
Lot B1407	50	50
Lot B1408	50	50
Lot B1409	69	69
Lot B1410	64	64
Lot B1411	64	64
Lot B1412	69	69
Lot B1413	50	50
Lot B1501	50	50

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B1502	69	69
Lot B1503	47	47
Lot B1504	33	33
Lot B1505	47	47
Lot B1506	69	69
Lot B1507	50	50
Lot B1508	50	50
Lot B1509	69	69
Lot B1510	64	64
Lot B1511	64	64
Lot B1512	69	69
Lot B1513	50	50
Lot B1601	50	50
Lot B1602	69	69
Lot B1603	47	47
Lot B1604	33	33
Lot B1605	47	47
Lot B1606	69	69
Lot B1607	50	50
Lot B1608	50	50
Lot B1609	69	69
Lot B1610	64	64
Lot B1611	64	64
Lot B1612	69	69
Lot B1613	50	50
Lot B1701	50	50
Lot B1702	69	69
Lot B1703	47	47
Lot B1704	33	33

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1705	47	47
Lot B1706	69	69
Lot B1707	50	50
Lot B1708	50	50
Lot B1709	69	69
Lot B1710	64	64
Lot B1711	64	64
Lot B1712	69	69
Lot B1713	50	50
Lot B1801	50	50
Lot B1802	69	69
Lot B1803	47	47
Lot B1804	33	33
Lot B1805	47	47
Lot B1806	69	69
Lot B1807	50	50
Lot B1808	50	50
Lot B1809	69	69
Lot B1810	64	64
Lot B1811	64	64
Lot B1812	69	69
Lot B1813	50	50
Lot B1901	50	50
Lot B1902	69	69
Lot B1903	47	47
Lot B1904	33	33
Lot B1905	47	47
Lot B1906	69	69
Lot B1907	50	50

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1908	50	50
Lot B1909	69	69
Lot B1910	64	64
Lot B1911	64	64
Lot B1912	69	69
Lot B1913	50	50
Lot B2001	50	50
Lot B2002	69	69
Lot B2003	47	47
Lot B2004	33	33
Lot B2005	47	47
Lot B2006	69	69
Lot B2007	50	50
Lot B2008	50	50
Lot B2009	69	69
Lot B2010	64	64
Lot B2011	64	64
Lot B2012	69	69
Lot B2013	50	50
Lot B2101	50	50
Lot B2102	69	69
Lot B2103	47	47
Lot B2104	33	33
Lot B2105	47	47
Lot B2106	69	69
Lot B2107	50	50
Lot B2108	50	50
Lot B2109	69	69
Lot B2110	64	64

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2111	64	64
Lot B2112	69	69
Lot B2113	50	50
Lot B2201	50	50
Lot B2202	69	69
Lot B2203	47	47
Lot B2204	33	33
Lot B2205	47	47
Lot B2206	69	69
Lot B2207	50	50
Lot B2208	50	50
Lot B2209	69	69
Lot B2210	64	64
Lot B2211	64	64
Lot B2212	69	69
Lot B2213	50	50
Lot B2301	50	50
Lot B2302	69	69
Lot B2303	47	47
Lot B2304	33	33
Lot B2305	47	47
Lot B2306	69	69
Lot B2307	50	50
Lot B2308	50	50
Lot B2309	69	69
Lot B2310	64	64
Lot B2311	64	64
Lot B2312	69	69
Lot B2313	50	50

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2401	50	50
Lot B2402	69	69
Lot B2403	47	47
Lot B2404	33	33
Lot B2405	47	47
Lot B2406	69	69
Lot B2407	50	50
Lot B2408	43	43
Lot B2409	69	69
Lot B2410	64	64
Lot B2411	64	64
Lot B2412	69	69
Lot B2413	50	50
Lot B2501	50	50
Lot B2502	69	69
Lot B2503	47	47
Lot B2504	33	33
Lot B2505	47	47
Lot B2506	69	69
Lot B2507	50	50
Lot B2508	50	50
Lot B2509	69	69
Lot B2510	64	64
Lot B2511	64	64
Lot B2512	69	69
Lot B2513	50	50
Lot B2601	50	50
Lot B2602	69	69
Lot B2603	47	47

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VICTORIA State Government

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2604	33	33
Lot B2605	47	47
Lot B2606	69	69
Lot B2607	50	50
Lot B2608	50	50
Lot B2609	69	69
Lot B2610	64	64
Lot B2611	64	64
Lot B2612	69	69
Lot B2613	50	50
Lot B2701	50	50
Lot B2702	69	69
Lot B2703	47	47
Lot B2704	33	33
Lot B2705	47	47
Lot B2706	69	69
Lot B2707	50	50
Lot B2708	50	50
Lot B2709	69	69
Lot B2710	64	64
Lot B2711	64	64
Lot B2712	69	69
Lot B2713	50	50
Lot B2801	50	50
Lot B2802	69	69
Lot B2803	47	47
Lot B2804	33	33
Lot B2805	47	47
Lot B2806	69	69

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2807	50	50
Lot B2808	50	50
Lot B2809	69	69
Lot B2810	64	64
Lot B2811	64	64
Lot B2812	69	69
Lot B2813	50	50
Lot B2901	50	50
Lot B2902	69	69
Lot B2903	47	47
Lot B2904	33	33
Lot B2905	47	47
Lot B2906	69	69
Lot B2907	50	50
Lot B2908	50	50
Lot B2909	69	69
Lot B2910	64	64
Lot B2911	64	64
Lot B2912	69	69
Lot B2913	50	50
Lot B3001	50	50
Lot B3002	69	69
Lot B3003	80	80
Lot B3004	47	47
Lot B3005	69	69
Lot B3006	50	50
Lot B3007	50	50
Lot B3008	69	69
Lot B3009	64	64

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3010	64	64
Lot B3011	69	69
Lot B3012	50	50
Lot B3101	50	50
Lot B3102	69	69
Lot B3103	80	80
Lot B3104	47	47
Lot B3105	69	69
Lot B3106	50	50
Lot B3107	43	43
Lot B3108	69	69
Lot B3109	64	64
Lot B3110	64	64
Lot B3111	69	69
Lot B3112	50	50
Lot B3201	50	50
Lot B3202	69	69
Lot B3203	80	80
Lot B3204	47	47
Lot B3205	69	69
Lot B3206	50	50
Lot B3207	50	50
Lot B3208	69	69
Lot B3209	64	64
Lot B3210	64	64
Lot B3211	69	69
Lot B3212	50	50
Lot B3301	50	50
Lot B3302	69	69

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3303	80	80
Lot B3304	47	47
Lot B3305	69	69
Lot B3306	50	50
Lot B3307	50	50
Lot B3308	69	69
Lot B3309	64	64
Lot B3310	64	64
Lot B3311	69	69
Lot B3312	50	50
Lot B3401	50	50
Lot B3402	69	69
Lot B3403	80	80
Lot B3404	47	47
Lot B3405	69	69
Lot B3406	50	50
Lot B3407	50	50
Lot B3408	69	69
Lot B3409	64	64
Lot B3410	64	64
Lot B3411	69	69
Lot B3412	50	50
Lot B3501	50	50
Lot B3502	69	69
Lot B3503	80	80
Lot B3504	47	47
Lot B3505	69	69
Lot B3506	50	50
Lot B3507	50	50

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3508	69	69
Lot B3509	64	64
Lot B3510	64	64
Lot B3511	69	69
Lot B3512	50	50
Lot B3601	50	50
Lot B3602	69	69
Lot B3603	80	80
Lot B3604	47	47
Lot B3605	69	69
Lot B3606	50	50
Lot B3607	50	50
Lot B3608	69	69
Lot B3609	64	64
Lot B3610	64	64
Lot B3611	69	69
Lot B3612	50	50
Lot B3701	50	50
Lot B3702	69	69
Lot B3703	80	80
Lot B3704	47	47
Lot B3705	69	69
Lot B3706	50	50
Lot B3707	50	50
Lot B3708	69	69
Lot B3709	64	64
Lot B3710	64	64
Lot B3711	69	69
Lot B3712	50	50

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3801	50	50
Lot B3802	69	69
Lot B3803	80	80
Lot B3804	47	47
Lot B3805	69	69
Lot B3806	50	50
Lot B3807	43	43
Lot B3808	69	69
Lot B3809	64	64
Lot B3810	64	64
Lot B3811	69	69
Lot B3812	50	50
Lot B3901	50	50
Lot B3902	69	69
Lot B3903	80	80
Lot B3904	47	47
Lot B3905	69	69
Lot B3906	50	50
Lot B3907	50	50
Lot B3908	69	69
Lot B3909	64	64
Lot B3910	64	64
Lot B3911	69	69
Lot B3912	50	50
Lot B4001	50	50
Lot B4002	69	69
Lot B4003	80	80
Lot B4004	47	47
Lot B4005	69	69

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B4006	50	50
Lot B4007	50	50
Lot B4008	69	69
Lot B4009	64	64
Lot B4010	64	64
Lot B4011	69	69
Lot B4012	50	50
Lot B4101	41	41
Lot B4102	90	90
Lot B4103	71	71
Lot B4104	90	90
Lot B4105	41	41
Lot B4106	41	41
Lot B4107	61	61
Lot B4108	62	62
Lot B4109	63	63
Lot B4110	61	61
Lot B4111	41	41
Lot B4201	41	41
Lot B4202	90	90
Lot B4203	71	71
Lot B4204	90	90
Lot B4205	41	41
Lot B4206	41	41
Lot B4207	61	61
Lot B4208	62	62
Lot B4209	63	63
Lot B4210	61	61
Lot B4211	41	41

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B4301	41	41
Lot B4302	90	90
Lot B4303	71	71
Lot B4304	90	90
Lot B4305	41	41
Lot B4306	41	41
Lot B4307	61	61
Lot B4308	62	62
Lot B4309	63	63
Lot B4310	61	61
Lot B4311	41	41
Lot B4401	41	41
Lot B4402	90	90
Lot B4403	71	71
Lot B4404	90	90
Lot B4405	41	41
Lot B4406	41	41
Lot B4407	61	61
Lot B4408	62	62
Lot B4409	63	63
Lot B4410	61	61
Lot B4411	41	41
Lot B4501	87	87
Lot B4502	90	90
Lot B4503	71	71
Lot B4504	90	90
Lot B4505	85	85
Lot B4506	127	127
Lot B4507	127	127

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F301	67	67
Lot F302	56	56
Lot F303	88	88
Lot F304	54	54
Lot F305	54	54
Lot F307	51	51
Lot F308	57	57
Lot F309	70	70
Lot F401	61	61
Lot F402	56	56
Lot F403	89	89
Lot F405	54	54
Lot F407	50	50
Lot F408	135	135
Lot F501	61	61
Lot F502	56	56
Lot F503	88	88
Lot F504	55	55
Lot F505	54	54
Lot F507	56	56
Lot F508	61	61
Lot F509	71	71
Lot F601	62	62
Lot F602	56	56
Lot F603	88	88
Lot F604	54	54
Lot F605	54	54
Lot F606	127	127
Lot F607	56	56

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Land Parcel	Entitlement	Liability
Lot F608	61	61
Lot F609	71	71
Lot F701	61	61
Lot F702	56	56
Lot F703	88	88
Lot F704	54	54
Lot F705	54	54
Lot F707	56	56
Lot F708	61	61
Lot F709	71	71
Lot F801	61	61
Lot F802	56	56
Lot F803	88	88
Lot F804	54	54
Lot F805	54	54
Lot F807	56	56
Lot F808	61	61
Lot F809	71	71
Lot F901	63	63
Lot F902	61	61
Lot F903	49	49
Lot F905	44	44
Lot F1101	63	63
Lot F1102	78	78
Lot F1103	59	59
Lot F1104	57	57
Lot F1105	59	59
Lot F1106	78	78
Lot F1107	71	71

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1108	42	42
Lot F1109	73	73
Lot F1110	62	62
Lot F1111	62	62
Lot F1112	62	62
Lot F1113	73	73
Lot F1114	49	49
Lot F1201	63	63
Lot F1202	78	78
Lot F1203	59	59
Lot F1204	57	57
Lot F1205	59	59
Lot F1206	78	78
Lot F1207	71	71
Lot F1208	42	42
Lot F1209	73	73
Lot F1210	62	62
Lot F1211	62	62
Lot F1212	62	62
Lot F1213	73	73
Lot F1214	49	49
Lot F1301	63	63
Lot F1302	78	78
Lot F1303	59	59
Lot F1304	57	57
Lot F1305	59	59
Lot F1306	78	78
Lot F1307	71	71
Lot F1308	42	42

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1309	73	73
Lot F1310	62	62
Lot F1311	62	62
Lot F1312	62	62
Lot F1313	73	73
Lot F1314	49	49
Lot F1401	63	63
Lot F1402	78	78
Lot F1403	50	50
Lot F1404	49	49
Lot F1405	50	50
Lot F1406	77	77
Lot F1407	70	70
Lot F1408	42	42
Lot F1409	73	73
Lot F1410	54	54
Lot F1411	54	54
Lot F1412	54	54
Lot F1413	73	73
Lot F1414	49	49
Lot F1501	63	63
Lot F1502	78	78
Lot F1503	50	50
Lot F1504	49	49
Lot F1505	50	50
Lot F1506	77	77
Lot F1507	70	70
Lot F1508	42	42
Lot F1509	73	73

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1510	54	54
Lot F1511	54	54
Lot F1512	54	54
Lot F1513	73	73
Lot F1514	49	49
Lot F1601	63	63
Lot F1602	78	78
Lot F1603	50	50
Lot F1604	49	49
Lot F1605	50	50
Lot F1606	77	77
Lot F1607	70	70
Lot F1608	42	42
Lot F1609	73	73
Lot F1610	54	54
Lot F1611	54	54
Lot F1612	54	54
Lot F1613	73	73
Lot F1614	49	49
Lot F1701	63	63
Lot F1702	78	78
Lot F1703	50	50
Lot F1704	49	49
Lot F1705	50	50
Lot F1706	77	77
Lot F1707	70	70
Lot F1708	42	42
Lot F1709	73	73
Lot F1710	54	54

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F1711	54	54
Lot F1712	54	54
Lot F1713	73	73
Lot F1714	49	49
Lot F1801	63	63
Lot F1802	78	78
Lot F1803	50	50
Lot F1804	49	49
Lot F1805	50	50
Lot F1806	77	77
Lot F1807	70	70
Lot F1808	42	42
Lot F1809	73	73
Lot F1810	54	54
Lot F1811	54	54
Lot F1812	54	54
Lot F1813	73	73
Lot F1814	49	49
Lot F1901	63	63
Lot F1902	78	78
Lot F1903	50	50
Lot F1904	49	49
Lot F1905	50	50
Lot F1906	77	77
Lot F1907	70	70
Lot F1908	42	42
Lot F1909	73	73
Lot F1910	54	54
Lot F1911	54	54

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1912	54	54
Lot F1913	73	73
Lot F1914	49	49
Lot F2001	63	63
Lot F2002	78	78
Lot F2003	50	50
Lot F2004	49	49
Lot F2005	50	50
Lot F2006	77	77
Lot F2007	70	70
Lot F2008	42	42
Lot F2009	73	73
Lot F2010	54	54
Lot F2011	54	54
Lot F2012	54	54
Lot F2013	73	73
Lot F2014	49	49
Lot F2101	63	63
Lot F2102	78	78
Lot F2103	51	51
Lot F2104	49	49
Lot F2105	50	50
Lot F2106	78	78
Lot F2107	70	70
Lot F2108	42	42
Lot F2109	73	73
Lot F2110	54	54
Lot F2111	54	54
Lot F2112	54	54

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2113	73	73
Lot F2114	49	49
Lot F2201	63	63
Lot F2202	78	78
Lot F2203	51	51
Lot F2204	49	49
Lot F2205	50	50
Lot F2206	78	78
Lot F2207	70	70
Lot F2208	42	42
Lot F2209	73	73
Lot F2210	54	54
Lot F2211	54	54
Lot F2212	54	54
Lot F2213	73	73
Lot F2214	49	49
Lot F2301	63	63
Lot F2302	78	78
Lot F2303	51	51
Lot F2304	49	49
Lot F2305	50	50
Lot F2306	78	78
Lot F2307	70	70
Lot F2308	42	42
Lot F2309	73	73
Lot F2310	54	54
Lot F2311	54	54
Lot F2312	54	54
Lot F2313	73	73

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2314	49	49
Lot F2401	63	63
Lot F2402	78	78
Lot F2403	51	51
Lot F2404	49	49
Lot F2405	50	50
Lot F2406	78	78
Lot F2407	70	70
Lot F2408	42	42
Lot F2409	73	73
Lot F2410	54	54
Lot F2411	54	54
Lot F2412	54	54
Lot F2413	73	73
Lot F2414	49	49
Lot F2501	63	63
Lot F2502	78	78
Lot F2503	51	51
Lot F2504	49	49
Lot F2505	50	50
Lot F2506	78	78
Lot F2507	70	70
Lot F2508	42	42
Lot F2509	73	73
Lot F2510	54	54
Lot F2511	54	54
Lot F2512	54	54
Lot F2513	73	73
Lot F2514	49	49

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2601	63	63
Lot F2602	116	116
Lot F2603	81	81
Lot F2604	116	116
Lot F2605	115	115
Lot F2606	129	129
Lot F2608	73	73
Lot F2609	49	49
Lot F2701	63	63
Lot F2702	116	116
Lot F2703	81	81
Lot F2704	116	116
Lot F2705	115	115
Lot F2706	129	129
Lot F2708	73	73
Lot F2709	49	49
Lot F2801	63	63
Lot F2802	116	116
Lot F2803	81	81
Lot F2804	116	116
Lot F2805	115	115
Lot F2806	129	129
Lot F2808	73	73
Lot F2809	49	49
Lot F306A	46	46
Lot F306B	78	78
Lot F403A	54	54
Lot F406A	46	46
Lot F406B	78	78

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F506A	48	48
Lot F506B	78	78
Lot F706A	46	46
Lot F706B	78	78
Lot F806A	49	49
Lot F806B	78	78
Lot F2607A	54	54
Lot F2607B	54	54
Lot F2707A	54	54
Lot F2707B	54	54
Lot F2807A	54	54
Lot F2807B	54	54
Lot S7	1080	1080
Total	**55726.00**	**55726.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS643381X

The land in PS643381X is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B401, B402, B403, B404, B405, B406, B407, B408, B409, B410, B501, B502, B503, B504, B505, B506, B507, B508, B509, B601, B602, B603, B604, B605, B606, B607, B608, B609, B701, B702, B703, B704, B705, B706, B707, B708, B709, B801, B802, B803, B804, B805, B806, B807, B808, B809, B901, B902, B903, B1001, B1002, B1003, B1004, B1101, B1102, B1103, B1104, B1105, B1106, B1107, B1108, B1109, B1110, B1111, B1112, B1113, B1201, B1202, B1203, B1204, B1205, B1206, B1207, B1208, B1209, B1210, B1211, B1212, B1213, B1301, B1302, B1303, B1304, B1305, B1306, B1307, B1308, B1309, B1310, B1311, B1312, B1313, B1401, B1402, B1403, B1404, B1405, B1406, B1407, B1408, B1409, B1410, B1411, B1412, B1413, B1501, B1502, B1503, B1504, B1505, B1506, B1507, B1508, B1509, B1510, B1511, B1512, B1513, B1601, B1602, B1603, B1604, B1605, B1606, B1607, B1608, B1609, B1610, B1611, B1612, B1613, B1701, B1702, B1703, B1704, B1705, B1706, B1707, B1708, B1709, B1710, B1711, B1712, B1713, B1801, B1802, B1803, B1804, B1805, B1806, B1807, B1808, B1809, B1810, B1811, B1812, B1813, B1901, B1902, B1903, B1904, B1905, B1906, B1907, B1908, B1909, B1910, B1911, B1912, B1913, B2001, B2002, B2003, B2004, B2005, B2006, B2007, B2008, B2009, B2010, B2011, B2012, B2013, B2101, B2102, B2103, B2104, B2105, B2106, B2107, B2108, B2109, B2110, B2111, B2112, B2113, B2201, B2202, B2203, B2204, B2205, B2206, B2207, B2208, B2209, B2210, B2211, B2212, B2213, B2301, B2302, B2303, B2304, B2305, B2306, B2307, B2308, B2309, B2310, B2311, B2312, B2313, B2401, B2402, B2403, B2404, B2405, B2406, B2407, B2408, B2409, B2410, B2411, B2412, B2413, B2501, B2502, B2503, B2504, B2505, B2506, B2507, B2508, B2509, B2510, B2511, B2512, B2513, B2601, B2602, B2603, B2604, B2605, B2606, B2607, B2608, B2609, B2610, B2611, B2612, B2613, B2701, B2702, B2703, B2704, B2705, B2706, B2707, B2708, B2709, B2710, B2711, B2712, B2713, B2801, B2802, B2803, B2804, B2805, B2806, B2807, B2808, B2809, B2810, B2811, B2812, B2813, B2901, B2902, B2903, B2904, B2905, B2906, B2907, B2908, B2909, B2910, B2911, B2912, B2913, B3001, B3002, B3003, B3004, B3005, B3006, B3007, B3008, B3009, B3010, B3011, B3012, B3101, B3102, B3103, B3104, B3105, B3106, B3107, B3108, B3109, B3110, B3111, B3112, B3201, B3202, B3203, B3204, B3205, B3206, B3207, B3208, B3209, B3210, B3211, B3212, B3301, B3302, B3303, B3304, B3305, B3306, B3307, B3308, B3309, B3310, B3311, B3312, B3401, B3402, B3403, B3404, B3405, B3406, B3407, B3408, B3409, B3410, B3411, B3412, B3501, B3502, B3503, B3504, B3505, B3506, B3507, B3508, B3509, B3510, B3511, B3512, B3601, B3602, B3603, B3604, B3605, B3606, B3607, B3608, B3609, B3610, B3611, B3612, B3701, B3702, B3703, B3704, B3705, B3706, B3707, B3708, B3709, B3710, B3711, B3712, B3801, B3802, B3803, B3804, B3805, B3806, B3807, B3808, B3809, B3810, B3811, B3812, B3901, B3902, B3903, B3904, B3905, B3906, B3907, B3908, B3909, B3910, B3911, B3912, B4001, B4002, B4003, B4004, B4005, B4006, B4007, B4008, B4009, B4010, B4011, B4012, B4101, B4102, B4103, B4104, B4105, B4106, B4107, B4108, B4109, B4110, B4111, B4201, B4202, B4203, B4204, B4205, B4206, B4207, B4208, B4209, B4210, B4211, B4301, B4302, B4303, B4304, B4305, B4306, B4307, B4308, B4309, B4310, B4311, B4401, B4402, B4403, B4404, B4405, B4406, B4407, B4408, B4409, B4410, B4411, B4501, B4502, B4503, B4504, B4505, B4506, B4507.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

132 FRANKLIN STREET MELBOURNE VIC 3000

OC026291Q 15/06/2015

Owners Corporation Manager:

NIL

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 4
PLAN NO. PS643381X

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. OC026292N 15/06/2015

Additional Owners Corporation Information:

OC026291Q 15/06/2015

Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot B201	87	87
Lot B202	53	53
Lot B203	102	102
Lot B204	76	76
Lot B205	56	56
Lot B206	56	56
Lot B207	76	76
Lot B208	105	105
Lot B209	48	48
Lot B210	64	64
Lot B301	87	87
Lot B302	53	53
Lot B303	102	102
Lot B304	76	76
Lot B305	56	56
Lot B306	56	56
Lot B307	76	76
Lot B308	105	105
Lot B309	48	48
Lot B310	64	64

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B401	87	87
Lot B402	53	53
Lot B403	102	102
Lot B404	76	76
Lot B405	56	56
Lot B406	56	56
Lot B407	76	76
Lot B408	105	105
Lot B409	48	48
Lot B410	64	64
Lot B501	87	87
Lot B502	53	53
Lot B503	102	102
Lot B504	76	76
Lot B505	56	56
Lot B506	56	56
Lot B507	76	76
Lot B508	105	105
Lot B509	112	112
Lot B601	87	87
Lot B602	53	53
Lot B603	102	102
Lot B604	76	76
Lot B605	56	56
Lot B606	56	56
Lot B607	76	76
Lot B608	105	105
Lot B609	112	112
Lot B701	87	87

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B702	53	53
Lot B703	102	102
Lot B704	76	76
Lot B705	56	56
Lot B706	56	56
Lot B707	76	76
Lot B708	105	105
Lot B709	112	112
Lot B801	87	87
Lot B802	53	53
Lot B803	102	102
Lot B804	76	76
Lot B805	56	56
Lot B806	56	56
Lot B807	76	76
Lot B808	105	105
Lot B809	103	103
Lot B901	53	53
Lot B902	135	135
Lot B903	129	129
Lot B1001	53	53
Lot B1002	41	41
Lot B1003	51	51
Lot B1004	91	91
Lot B1101	50	50
Lot B1102	69	69
Lot B1103	51	51
Lot B1104	38	38
Lot B1105	51	51

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1106	69	69
Lot B1107	50	50
Lot B1108	50	50
Lot B1109	69	69
Lot B1110	72	72
Lot B1111	72	72
Lot B1112	69	69
Lot B1113	50	50
Lot B1201	50	50
Lot B1202	69	69
Lot B1203	51	51
Lot B1204	38	38
Lot B1205	51	51
Lot B1206	69	69
Lot B1207	50	50
Lot B1208	50	50
Lot B1209	69	69
Lot B1210	72	72
Lot B1211	72	72
Lot B1212	69	69
Lot B1213	50	50
Lot B1301	50	50
Lot B1302	69	69
Lot B1303	51	51
Lot B1304	38	38
Lot B1305	51	51
Lot B1306	69	69
Lot B1307	50	50
Lot B1308	50	50

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VICTORIA State Government

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B1309	69	69
Lot B1310	72	72
Lot B1311	72	72
Lot B1312	69	69
Lot B1313	50	50
Lot B1401	50	50
Lot B1402	69	69
Lot B1403	47	47
Lot B1404	33	33
Lot B1405	47	47
Lot B1406	69	69
Lot B1407	50	50
Lot B1408	50	50
Lot B1409	69	69
Lot B1410	64	64
Lot B1411	64	64
Lot B1412	69	69
Lot B1413	50	50
Lot B1501	50	50
Lot B1502	69	69
Lot B1503	47	47
Lot B1504	33	33
Lot B1505	47	47
Lot B1506	69	69
Lot B1507	50	50
Lot B1508	50	50
Lot B1509	69	69
Lot B1510	64	64
Lot B1511	64	64

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1512	69	69
Lot B1513	50	50
Lot B1601	50	50
Lot B1602	69	69
Lot B1603	47	47
Lot B1604	33	33
Lot B1605	47	47
Lot B1606	69	69
Lot B1607	50	50
Lot B1608	50	50
Lot B1609	69	69
Lot B1610	64	64
Lot B1611	64	64
Lot B1612	69	69
Lot B1613	50	50
Lot B1701	50	50
Lot B1702	69	69
Lot B1703	47	47
Lot B1704	33	33
Lot B1705	47	47
Lot B1706	69	69
Lot B1707	50	50
Lot B1708	50	50
Lot B1709	69	69
Lot B1710	64	64
Lot B1711	64	64
Lot B1712	69	69
Lot B1713	50	50
Lot B1801	50	50

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B1802	69	69
Lot B1803	47	47
Lot B1804	33	33
Lot B1805	47	47
Lot B1806	69	69
Lot B1807	50	50
Lot B1808	50	50
Lot B1809	69	69
Lot B1810	64	64
Lot B1811	64	64
Lot B1812	69	69
Lot B1813	50	50
Lot B1901	50	50
Lot B1902	69	69
Lot B1903	47	47
Lot B1904	33	33
Lot B1905	47	47
Lot B1906	69	69
Lot B1907	50	50
Lot B1908	50	50
Lot B1909	69	69
Lot B1910	64	64
Lot B1911	64	64
Lot B1912	69	69
Lot B1913	50	50
Lot B2001	50	50
Lot B2002	69	69
Lot B2003	47	47
Lot B2004	33	33

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B2005	47	47
Lot B2006	69	69
Lot B2007	50	50
Lot B2008	50	50
Lot B2009	69	69
Lot B2010	64	64
Lot B2011	64	64
Lot B2012	69	69
Lot B2013	50	50
Lot B2101	50	50
Lot B2102	69	69
Lot B2103	47	47
Lot B2104	33	33
Lot B2105	47	47
Lot B2106	69	69
Lot B2107	50	50
Lot B2108	50	50
Lot B2109	69	69
Lot B2110	64	64
Lot B2111	64	64
Lot B2112	69	69
Lot B2113	50	50
Lot B2201	50	50
Lot B2202	69	69
Lot B2203	47	47
Lot B2204	33	33
Lot B2205	47	47
Lot B2206	69	69
Lot B2207	50	50

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B2208	50	50
Lot B2209	69	69
Lot B2210	64	64
Lot B2211	64	64
Lot B2212	69	69
Lot B2213	50	50
Lot B2301	50	50
Lot B2302	69	69
Lot B2303	47	47
Lot B2304	33	33
Lot B2305	47	47
Lot B2306	69	69
Lot B2307	50	50
Lot B2308	50	50
Lot B2309	69	69
Lot B2310	64	64
Lot B2311	64	64
Lot B2312	69	69
Lot B2313	50	50
Lot B2401	50	50
Lot B2402	69	69
Lot B2403	47	47
Lot B2404	33	33
Lot B2405	47	47
Lot B2406	69	69
Lot B2407	50	50
Lot B2408	43	43
Lot B2409	69	69
Lot B2410	64	64

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B2411	64	64
Lot B2412	69	69
Lot B2413	50	50
Lot B2501	50	50
Lot B2502	69	69
Lot B2503	47	47
Lot B2504	33	33
Lot B2505	47	47
Lot B2506	69	69
Lot B2507	50	50
Lot B2508	50	50
Lot B2509	69	69
Lot B2510	64	64
Lot B2511	64	64
Lot B2512	69	69
Lot B2513	50	50
Lot B2601	50	50
Lot B2602	69	69
Lot B2603	47	47
Lot B2604	33	33
Lot B2605	47	47
Lot B2606	69	69
Lot B2607	50	50
Lot B2608	50	50
Lot B2609	69	69
Lot B2610	64	64
Lot B2611	64	64
Lot B2612	69	69
Lot B2613	50	50

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B2701	50	50
Lot B2702	69	69
Lot B2703	47	47
Lot B2704	33	33
Lot B2705	47	47
Lot B2706	69	69
Lot B2707	50	50
Lot B2708	50	50
Lot B2709	69	69
Lot B2710	64	64
Lot B2711	64	64
Lot B2712	69	69
Lot B2713	50	50
Lot B2801	50	50
Lot B2802	69	69
Lot B2803	47	47
Lot B2804	33	33
Lot B2805	47	47
Lot B2806	69	69
Lot B2807	50	50
Lot B2808	50	50
Lot B2809	69	69
Lot B2810	64	64
Lot B2811	64	64
Lot B2812	69	69
Lot B2813	50	50
Lot B2901	50	50
Lot B2902	69	69
Lot B2903	47	47

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Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B2904	33	33
Lot B2905	47	47
Lot B2906	69	69
Lot B2907	50	50
Lot B2908	50	50
Lot B2909	69	69
Lot B2910	64	64
Lot B2911	64	64
Lot B2912	69	69
Lot B2913	50	50
Lot B3001	50	50
Lot B3002	69	69
Lot B3003	80	80
Lot B3004	47	47
Lot B3005	69	69
Lot B3006	50	50
Lot B3007	50	50
Lot B3008	69	69
Lot B3009	64	64
Lot B3010	64	64
Lot B3011	69	69
Lot B3012	50	50
Lot B3101	50	50
Lot B3102	69	69
Lot B3103	80	80
Lot B3104	47	47
Lot B3105	69	69
Lot B3106	50	50
Lot B3107	43	43

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Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B3108	69	69
Lot B3109	64	64
Lot B3110	64	64
Lot B3111	69	69
Lot B3112	50	50
Lot B3201	50	50
Lot B3202	69	69
Lot B3203	80	80
Lot B3204	47	47
Lot B3205	69	69
Lot B3206	50	50
Lot B3207	50	50
Lot B3208	69	69
Lot B3209	64	64
Lot B3210	64	64
Lot B3211	69	69
Lot B3212	50	50
Lot B3301	50	50
Lot B3302	69	69
Lot B3303	80	80
Lot B3304	47	47
Lot B3305	69	69
Lot B3306	50	50
Lot B3307	50	50
Lot B3308	69	69
Lot B3309	64	64
Lot B3310	64	64
Lot B3311	69	69
Lot B3312	50	50

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PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B3401	50	50
Lot B3402	69	69
Lot B3403	80	80
Lot B3404	47	47
Lot B3405	69	69
Lot B3406	50	50
Lot B3407	50	50
Lot B3408	69	69
Lot B3409	64	64
Lot B3410	64	64
Lot B3411	69	69
Lot B3412	50	50
Lot B3501	50	50
Lot B3502	69	69
Lot B3503	80	80
Lot B3504	47	47
Lot B3505	69	69
Lot B3506	50	50
Lot B3507	50	50
Lot B3508	69	69
Lot B3509	64	64
Lot B3510	64	64
Lot B3511	69	69
Lot B3512	50	50
Lot B3601	50	50
Lot B3602	69	69
Lot B3603	80	80
Lot B3604	47	47
Lot B3605	69	69

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B3606	50	50
Lot B3607	50	50
Lot B3608	69	69
Lot B3609	64	64
Lot B3610	64	64
Lot B3611	69	69
Lot B3612	50	50
Lot B3701	50	50
Lot B3702	69	69
Lot B3703	80	80
Lot B3704	47	47
Lot B3705	69	69
Lot B3706	50	50
Lot B3707	50	50
Lot B3708	69	69
Lot B3709	64	64
Lot B3710	64	64
Lot B3711	69	69
Lot B3712	50	50
Lot B3801	50	50
Lot B3802	69	69
Lot B3803	80	80
Lot B3804	47	47
Lot B3805	69	69
Lot B3806	50	50
Lot B3807	43	43
Lot B3808	69	69
Lot B3809	64	64
Lot B3810	64	64

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3811	69	69
Lot B3812	50	50
Lot B3901	50	50
Lot B3902	69	69
Lot B3903	80	80
Lot B3904	47	47
Lot B3905	69	69
Lot B3906	50	50
Lot B3907	50	50
Lot B3908	69	69
Lot B3909	64	64
Lot B3910	64	64
Lot B3911	69	69
Lot B3912	50	50
Lot B4001	50	50
Lot B4002	69	69
Lot B4003	80	80
Lot B4004	47	47
Lot B4005	69	69
Lot B4006	50	50
Lot B4007	50	50
Lot B4008	69	69
Lot B4009	64	64
Lot B4010	64	64
Lot B4011	69	69
Lot B4012	50	50
Lot B4101	41	41
Lot B4102	90	90
Lot B4103	71	71

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B4104	90	90
Lot B4105	41	41
Lot B4106	41	41
Lot B4107	61	61
Lot B4108	62	62
Lot B4109	63	63
Lot B4110	61	61
Lot B4111	41	41
Lot B4201	41	41
Lot B4202	90	90
Lot B4203	71	71
Lot B4204	90	90
Lot B4205	41	41
Lot B4206	41	41
Lot B4207	61	61
Lot B4208	62	62
Lot B4209	63	63
Lot B4210	61	61
Lot B4211	41	41
Lot B4301	41	41
Lot B4302	90	90
Lot B4303	71	71
Lot B4304	90	90
Lot B4305	41	41
Lot B4306	41	41
Lot B4307	61	61
Lot B4308	62	62
Lot B4309	63	63
Lot B4310	61	61

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OWNERS CORPORATION 4
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B4311	41	41
Lot B4401	41	41
Lot B4402	90	90
Lot B4403	71	71
Lot B4404	90	90
Lot B4405	41	41
Lot B4406	41	41
Lot B4407	61	61
Lot B4408	62	62
Lot B4409	63	63
Lot B4410	61	61
Lot B4411	41	41
Lot B4501	87	87
Lot B4502	90	90
Lot B4503	71	71
Lot B4504	90	90
Lot B4505	85	85
Lot B4506	127	127
Lot B4507	127	127
Total	**30926.00**	**30926.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS643381X

The land in PS643381X is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B401, B402, B403, B404, B405, B406, B407, B408, B409, B410, B501, B502, B503, B504, B505, B506, B507, B508, B509, B601, B602, B603, B604, B605, B606, B607, B608, B609, B701, B702, B703, B704, B705, B706, B707, B708, B709, B801, B802, B803, B804, B805, B806, B807, B808, B809, B901, B902, B903, B1001, B1002, B1003, B1004, B1101, B1102, B1103, B1104, B1105, B1106, B1107, B1108, B1109, B1110, B1111, B1112, B1113, B1201, B1202, B1203, B1204, B1205, B1206, B1207, B1208, B1209, B1210, B1211, B1212, B1213, B1301, B1302, B1303, B1304, B1305, B1306, B1307, B1308, B1309, B1310, B1311, B1312, B1313, B1401, B1402, B1403, B1404, B1405, B1406, B1407, B1408, B1409, B1410, B1411, B1412, B1413, B1501, B1502, B1503, B1504, B1505, B1506, B1507, B1508, B1509, B1510, B1511, B1512, B1513, B1601, B1602, B1603, B1604, B1605, B1606, B1607, B1608, B1609, B1610, B1611, B1612, B1613, B1701, B1702, B1703, B1704, B1705, B1706, B1707, B1708, B1709, B1710, B1711, B1712, B1713, B1801, B1802, B1803, B1804, B1805, B1806, B1807, B1808, B1809, B1810, B1811, B1812, B1813, B1901, B1902, B1903, B1904, B1905, B1906, B1907, B1908, B1909, B1910, B1911, B1912, B1913, B2001, B2002, B2003, B2004, B2005, B2006, B2007, B2008, B2009, B2010, B2011, B2012, B2013, B2101, B2102, B2103, B2104, B2105, B2106, B2107, B2108, B2109, B2110, B2111, B2112, B2113, B2201, B2202, B2203, B2204, B2205, B2206, B2207, B2208, B2209, B2210, B2211, B2212, B2213, B2301, B2302, B2303, B2304, B2305, B2306, B2307, B2308, B2309, B2310, B2311, B2312, B2313, B2401, B2402, B2403, B2404, B2405, B2406, B2407, B2408, B2409, B2410, B2411, B2412, B2413, B2501, B2502, B2503, B2504, B2505, B2506, B2507, B2508, B2509, B2510, B2511, B2512, B2513, B2601, B2602, B2603, B2604, B2605, B2606, B2607, B2608, B2609, B2610, B2611, B2612, B2613, B2701, B2702, B2703, B2704, B2705, B2706, B2707, B2708, B2709, B2710, B2711, B2712, B2713, B2801, B2802, B2803, B2804, B2805, B2806, B2807, B2808, B2809, B2810, B2811, B2812, B2813, B2901, B2902, B2903, B2904, B2905, B2906, B2907, B2908, B2909, B2910, B2911, B2912, B2913, B3001, B3002, B3003, B3004, B3005, B3006, B3007, B3008, B3009, B3010, B3011, B3012, B3101, B3102, B3103, B3104, B3105, B3106, B3107, B3108, B3109, B3110, B3111, B3112, B3201, B3202, B3203, B3204, B3205, B3206, B3207, B3208, B3209, B3210, B3211, B3212, B3301, B3302, B3303, B3304, B3305, B3306, B3307, B3308, B3309, B3310, B3311, B3312, B3401, B3402, B3403, B3404, B3405, B3406, B3407, B3408, B3409, B3410, B3411, B3412, B3501, B3502, B3503, B3504, B3505, B3506, B3507, B3508, B3509, B3510, B3511, B3512, B3601, B3602, B3603, B3604, B3605, B3606, B3607, B3608, B3609, B3610, B3611, B3612, B3701, B3702, B3703, B3704, B3705, B3706, B3707, B3708, B3709, B3710, B3711, B3712, B3801, B3802, B3803, B3804, B3805, B3806, B3807, B3808, B3809, B3810, B3811, B3812, B3901, B3902, B3903, B3904, B3905, B3906, B3907, B3908, B3909, B3910, B3911, B3912, B4001, B4002, B4003, B4004, B4005, B4006, B4007, B4008, B4009, B4010, B4011, B4012, B4101, B4102, B4103, B4104, B4105, B4106, B4107, B4108, B4109, B4110, B4111, B4201, B4202, B4203, B4204, B4205, B4206, B4207, B4208, B4209, B4210, B4211, B4301, B4302, B4303, B4304, B4305, B4306, B4307, B4308, B4309, B4310, B4311, B4401, B4402, B4403, B4404, B4405, B4406, B4407, B4408, B4409, B4410, B4411, B4501, B4502, B4503, B4504, B4505, B4506, B4507, F301, F302, F303, F304, F305, F307, F308, F309, F401, F402, F403, F405, F407, F408, F501, F502, F503, F504, F505, F507, F508, F509, F601, F602, F603, F604, F605, F606, F607, F608, F609, F701, F702, F703, F704, F705, F707, F708, F709, F801, F802, F803, F804, F805, F807, F808, F809, F901, F902, F903, F905, F1101, F1102, F1103, F1104, F1105, F1106, F1107, F1108, F1109, F1110, F1111, F1112, F1113, F1114, F1201, F1202, F1203, F1204, F1205, F1206, F1207, F1208, F1209, F1210, F1211, F1212, F1213, F1214, F1301, F1302, F1303, F1304, F1305, F1306, F1307, F1308, F1309, F1310, F1311, F1312, F1313, F1314, F1401, F1402, F1403, F1404, F1405, F1406, F1407, F1408, F1409, F1410, F1411, F1412, F1413, F1414, F1501, F1502, F1503, F1504, F1505, F1506, F1507, F1508, F1509, F1510, F1511, F1512, F1513, F1514, F1601, F1602, F1603, F1604, F1605, F1606, F1607, F1608, F1609, F1610, F1611, F1612, F1613, F1614, F1701, F1702, F1703, F1704, F1705, F1706, F1707, F1708, F1709, F1710, F1711, F1712, F1713, F1714, F1801, F1802, F1803, F1804, F1805, F1806, F1807, F1808, F1809, F1810, F1811, F1812, F1813, F1814, F1901, F1902, F1903, F1904, F1905, F1906, F1907, F1908, F1909, F1910, F1911, F1912, F1913, F1914, F2001, F2002, F2003, F2004, F2005, F2006, F2007, F2008, F2009, F2010, F2011, F2012, F2013, F2014, F2101, F2102, F2103, F2104, F2105, F2106, F2107, F2108, F2109, F2110, F2111, F2112, F2113, F2114, F2201, F2202, F2203, F2204,

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OWNERS CORPORATION 5
PLAN NO. PS643381X

F2205, F2206, F2207, F2208, F2209, F2210, F2211, F2212, F2213, F2214, F2301, F2302, F2303, F2304, F2305, F2306, F2307, F2308, F2309, F2310, F2311, F2312, F2313, F2314, F2401, F2402, F2403, F2404, F2405, F2406, F2407, F2408, F2409, F2410, F2411, F2412, F2413, F2414, F2501, F2502, F2503, F2504, F2505, F2506, F2507, F2508, F2509, F2510, F2511, F2512, F2513, F2514, F2601, F2602, F2603, F2604, F2605, F2606, F2608, F2609, F2701, F2702, F2703, F2704, F2705, F2706, F2708, F2709, F2801, F2802, F2803, F2804, F2805, F2806, F2808, F2809, F306A, F306B, F403A, F406A, F406B, F506A, F506B, F706A, F706B, F806A, F806B, F2607A, F2607B, F2707A, F2707B, F2807A, F2807B.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

OC025046K 10/03/2015

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. OC025050U 10/03/2015

Additional Owners Corporation Information:

OC025046K 10/03/2015

Notations:

Members of Owners Corporation 5 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot B201	87	87
Lot B202	53	53
Lot B203	102	102
Lot B204	76	76
Lot B205	56	56
Lot B206	56	56
Lot B207	76	76
Lot B208	105	105
Lot B209	48	48

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B210	64	64
Lot B301	87	87
Lot B302	53	53
Lot B303	102	102
Lot B304	76	76
Lot B305	56	56
Lot B306	56	56
Lot B307	76	76
Lot B308	105	105
Lot B309	48	48
Lot B310	64	64
Lot B401	87	87
Lot B402	53	53
Lot B403	102	102
Lot B404	76	76
Lot B405	56	56
Lot B406	56	56
Lot B407	76	76
Lot B408	105	105
Lot B409	48	48
Lot B410	64	64
Lot B501	87	87
Lot B502	53	53
Lot B503	102	102
Lot B504	76	76
Lot B505	56	56
Lot B506	56	56
Lot B507	76	76
Lot B508	105	105

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B509	112	112
Lot B601	87	87
Lot B602	53	53
Lot B603	102	102
Lot B604	76	76
Lot B605	56	56
Lot B606	56	56
Lot B607	76	76
Lot B608	105	105
Lot B609	112	112
Lot B701	87	87
Lot B702	53	53
Lot B703	102	102
Lot B704	76	76
Lot B705	56	56
Lot B706	56	56
Lot B707	76	76
Lot B708	105	105
Lot B709	112	112
Lot B801	87	87
Lot B802	53	53
Lot B803	102	102
Lot B804	76	76
Lot B805	56	56
Lot B806	56	56
Lot B807	76	76
Lot B808	105	105
Lot B809	103	103
Lot B901	53	53

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B902	135	135
Lot B903	129	129
Lot B1001	53	53
Lot B1002	41	41
Lot B1003	51	51
Lot B1004	91	91
Lot B1101	50	50
Lot B1102	69	69
Lot B1103	51	51
Lot B1104	38	38
Lot B1105	51	51
Lot B1106	69	69
Lot B1107	50	50
Lot B1108	50	50
Lot B1109	69	69
Lot B1110	72	72
Lot B1111	72	72
Lot B1112	69	69
Lot B1113	50	50
Lot B1201	50	50
Lot B1202	69	69
Lot B1203	51	51
Lot B1204	38	38
Lot B1205	51	51
Lot B1206	69	69
Lot B1207	50	50
Lot B1208	50	50
Lot B1209	69	69
Lot B1210	72	72

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1211	72	72
Lot B1212	69	69
Lot B1213	50	50
Lot B1301	50	50
Lot B1302	69	69
Lot B1303	51	51
Lot B1304	38	38
Lot B1305	51	51
Lot B1306	69	69
Lot B1307	50	50
Lot B1308	50	50
Lot B1309	69	69
Lot B1310	72	72
Lot B1311	72	72
Lot B1312	69	69
Lot B1313	50	50
Lot B1401	50	50
Lot B1402	69	69
Lot B1403	47	47
Lot B1404	33	33
Lot B1405	47	47
Lot B1406	69	69
Lot B1407	50	50
Lot B1408	50	50
Lot B1409	69	69
Lot B1410	64	64
Lot B1411	64	64
Lot B1412	69	69
Lot B1413	50	50

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PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B1501	50	50
Lot B1502	69	69
Lot B1503	47	47
Lot B1504	33	33
Lot B1505	47	47
Lot B1506	69	69
Lot B1507	50	50
Lot B1508	50	50
Lot B1509	69	69
Lot B1510	64	64
Lot B1511	64	64
Lot B1512	69	69
Lot B1513	50	50
Lot B1601	50	50
Lot B1602	69	69
Lot B1603	47	47
Lot B1604	33	33
Lot B1605	47	47
Lot B1606	69	69
Lot B1607	50	50
Lot B1608	50	50
Lot B1609	69	69
Lot B1610	64	64
Lot B1611	64	64
Lot B1612	69	69
Lot B1613	50	50
Lot B1701	50	50
Lot B1702	69	69
Lot B1703	47	47

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1704	33	33
Lot B1705	47	47
Lot B1706	69	69
Lot B1707	50	50
Lot B1708	50	50
Lot B1709	69	69
Lot B1710	64	64
Lot B1711	64	64
Lot B1712	69	69
Lot B1713	50	50
Lot B1801	50	50
Lot B1802	69	69
Lot B1803	47	47
Lot B1804	33	33
Lot B1805	47	47
Lot B1806	69	69
Lot B1807	50	50
Lot B1808	50	50
Lot B1809	69	69
Lot B1810	64	64
Lot B1811	64	64
Lot B1812	69	69
Lot B1813	50	50
Lot B1901	50	50
Lot B1902	69	69
Lot B1903	47	47
Lot B1904	33	33
Lot B1905	47	47
Lot B1906	69	69

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1907	50	50
Lot B1908	50	50
Lot B1909	69	69
Lot B1910	64	64
Lot B1911	64	64
Lot B1912	69	69
Lot B1913	50	50
Lot B2001	50	50
Lot B2002	69	69
Lot B2003	47	47
Lot B2004	33	33
Lot B2005	47	47
Lot B2006	69	69
Lot B2007	50	50
Lot B2008	50	50
Lot B2009	69	69
Lot B2010	64	64
Lot B2011	64	64
Lot B2012	69	69
Lot B2013	50	50
Lot B2101	50	50
Lot B2102	69	69
Lot B2103	47	47
Lot B2104	33	33
Lot B2105	47	47
Lot B2106	69	69
Lot B2107	50	50
Lot B2108	50	50
Lot B2109	69	69

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2110	64	64
Lot B2111	64	64
Lot B2112	69	69
Lot B2113	50	50
Lot B2201	50	50
Lot B2202	69	69
Lot B2203	47	47
Lot B2204	33	33
Lot B2205	47	47
Lot B2206	69	69
Lot B2207	50	50
Lot B2208	50	50
Lot B2209	69	69
Lot B2210	64	64
Lot B2211	64	64
Lot B2212	69	69
Lot B2213	50	50
Lot B2301	50	50
Lot B2302	69	69
Lot B2303	47	47
Lot B2304	33	33
Lot B2305	47	47
Lot B2306	69	69
Lot B2307	50	50
Lot B2308	50	50
Lot B2309	69	69
Lot B2310	64	64
Lot B2311	64	64
Lot B2312	69	69

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Land Parcel	Entitlement	Liability
Lot B2313	50	50
Lot B2401	50	50
Lot B2402	69	69
Lot B2403	47	47
Lot B2404	33	33
Lot B2405	47	47
Lot B2406	69	69
Lot B2407	50	50
Lot B2408	43	43
Lot B2409	69	69
Lot B2410	64	64
Lot B2411	64	64
Lot B2412	69	69
Lot B2413	50	50
Lot B2501	50	50
Lot B2502	69	69
Lot B2503	47	47
Lot B2504	33	33
Lot B2505	47	47
Lot B2506	69	69
Lot B2507	50	50
Lot B2508	50	50
Lot B2509	69	69
Lot B2510	64	64
Lot B2511	64	64
Lot B2512	69	69
Lot B2513	50	50
Lot B2601	50	50
Lot B2602	69	69

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2603	47	47
Lot B2604	33	33
Lot B2605	47	47
Lot B2606	69	69
Lot B2607	50	50
Lot B2608	50	50
Lot B2609	69	69
Lot B2610	64	64
Lot B2611	64	64
Lot B2612	69	69
Lot B2613	50	50
Lot B2701	50	50
Lot B2702	69	69
Lot B2703	47	47
Lot B2704	33	33
Lot B2705	47	47
Lot B2706	69	69
Lot B2707	50	50
Lot B2708	50	50
Lot B2709	69	69
Lot B2710	64	64
Lot B2711	64	64
Lot B2712	69	69
Lot B2713	50	50
Lot B2801	50	50
Lot B2802	69	69
Lot B2803	47	47
Lot B2804	33	33
Lot B2805	47	47

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PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2806	69	69
Lot B2807	50	50
Lot B2808	50	50
Lot B2809	69	69
Lot B2810	64	64
Lot B2811	64	64
Lot B2812	69	69
Lot B2813	50	50
Lot B2901	50	50
Lot B2902	69	69
Lot B2903	47	47
Lot B2904	33	33
Lot B2905	47	47
Lot B2906	69	69
Lot B2907	50	50
Lot B2908	50	50
Lot B2909	69	69
Lot B2910	64	64
Lot B2911	64	64
Lot B2912	69	69
Lot B2913	50	50
Lot B3001	50	50
Lot B3002	69	69
Lot B3003	80	80
Lot B3004	47	47
Lot B3005	69	69
Lot B3006	50	50
Lot B3007	50	50
Lot B3008	69	69

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3009	64	64
Lot B3010	64	64
Lot B3011	69	69
Lot B3012	50	50
Lot B3101	50	50
Lot B3102	69	69
Lot B3103	80	80
Lot B3104	47	47
Lot B3105	69	69
Lot B3106	50	50
Lot B3107	43	43
Lot B3108	69	69
Lot B3109	64	64
Lot B3110	64	64
Lot B3111	69	69
Lot B3112	50	50
Lot B3201	50	50
Lot B3202	69	69
Lot B3203	80	80
Lot B3204	47	47
Lot B3205	69	69
Lot B3206	50	50
Lot B3207	50	50
Lot B3208	69	69
Lot B3209	64	64
Lot B3210	64	64
Lot B3211	69	69
Lot B3212	50	50
Lot B3301	50	50

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3302	69	69
Lot B3303	80	80
Lot B3304	47	47
Lot B3305	69	69
Lot B3306	50	50
Lot B3307	50	50
Lot B3308	69	69
Lot B3309	64	64
Lot B3310	64	64
Lot B3311	69	69
Lot B3312	50	50
Lot B3401	50	50
Lot B3402	69	69
Lot B3403	80	80
Lot B3404	47	47
Lot B3405	69	69
Lot B3406	50	50
Lot B3407	50	50
Lot B3408	69	69
Lot B3409	64	64
Lot B3410	64	64
Lot B3411	69	69
Lot B3412	50	50
Lot B3501	50	50
Lot B3502	69	69
Lot B3503	80	80
Lot B3504	47	47
Lot B3505	69	69
Lot B3506	50	50

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3507	50	50
Lot B3508	69	69
Lot B3509	64	64
Lot B3510	64	64
Lot B3511	69	69
Lot B3512	50	50
Lot B3601	50	50
Lot B3602	69	69
Lot B3603	80	80
Lot B3604	47	47
Lot B3605	69	69
Lot B3606	50	50
Lot B3607	50	50
Lot B3608	69	69
Lot B3609	64	64
Lot B3610	64	64
Lot B3611	69	69
Lot B3612	50	50
Lot B3701	50	50
Lot B3702	69	69
Lot B3703	80	80
Lot B3704	47	47
Lot B3705	69	69
Lot B3706	50	50
Lot B3707	50	50
Lot B3708	69	69
Lot B3709	64	64
Lot B3710	64	64
Lot B3711	69	69

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PLAN NO. PS643381X

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Land Parcel	Entitlement	Liability
Lot B3712	50	50
Lot B3801	50	50
Lot B3802	69	69
Lot B3803	80	80
Lot B3804	47	47
Lot B3805	69	69
Lot B3806	50	50
Lot B3807	43	43
Lot B3808	69	69
Lot B3809	64	64
Lot B3810	64	64
Lot B3811	69	69
Lot B3812	50	50
Lot B3901	50	50
Lot B3902	69	69
Lot B3903	80	80
Lot B3904	47	47
Lot B3905	69	69
Lot B3906	50	50
Lot B3907	50	50
Lot B3908	69	69
Lot B3909	64	64
Lot B3910	64	64
Lot B3911	69	69
Lot B3912	50	50
Lot B4001	50	50
Lot B4002	69	69
Lot B4003	80	80
Lot B4004	47	47

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B4005	69	69
Lot B4006	50	50
Lot B4007	50	50
Lot B4008	69	69
Lot B4009	64	64
Lot B4010	64	64
Lot B4011	69	69
Lot B4012	50	50
Lot B4101	41	41
Lot B4102	90	90
Lot B4103	71	71
Lot B4104	90	90
Lot B4105	41	41
Lot B4106	41	41
Lot B4107	61	61
Lot B4108	62	62
Lot B4109	63	63
Lot B4110	61	61
Lot B4111	41	41
Lot B4201	41	41
Lot B4202	90	90
Lot B4203	71	71
Lot B4204	90	90
Lot B4205	41	41
Lot B4206	41	41
Lot B4207	61	61
Lot B4208	62	62
Lot B4209	63	63
Lot B4210	61	61

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Land Parcel	Entitlement	Liability
Lot B4211	41	41
Lot B4301	41	41
Lot B4302	90	90
Lot B4303	71	71
Lot B4304	90	90
Lot B4305	41	41
Lot B4306	41	41
Lot B4307	61	61
Lot B4308	62	62
Lot B4309	63	63
Lot B4310	61	61
Lot B4311	41	41
Lot B4401	41	41
Lot B4402	90	90
Lot B4403	71	71
Lot B4404	90	90
Lot B4405	41	41
Lot B4406	41	41
Lot B4407	61	61
Lot B4408	62	62
Lot B4409	63	63
Lot B4410	61	61
Lot B4411	41	41
Lot B4501	87	87
Lot B4502	90	90
Lot B4503	71	71
Lot B4504	90	90
Lot B4505	85	85
Lot B4506	127	127

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B4507	127	127
Lot F301	67	67
Lot F302	56	56
Lot F303	88	88
Lot F304	54	54
Lot F305	54	54
Lot F307	51	51
Lot F308	57	57
Lot F309	70	70
Lot F401	61	61
Lot F402	56	56
Lot F403	89	89
Lot F405	54	54
Lot F407	50	50
Lot F408	135	135
Lot F501	61	61
Lot F502	56	56
Lot F503	88	88
Lot F504	55	55
Lot F505	54	54
Lot F507	56	56
Lot F508	61	61
Lot F509	71	71
Lot F601	62	62
Lot F602	56	56
Lot F603	88	88
Lot F604	54	54
Lot F605	54	54
Lot F606	127	127

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot F607	56	56
Lot F608	61	61
Lot F609	71	71
Lot F701	61	61
Lot F702	56	56
Lot F703	88	88
Lot F704	54	54
Lot F705	54	54
Lot F707	56	56
Lot F708	61	61
Lot F709	71	71
Lot F801	61	61
Lot F802	56	56
Lot F803	88	88
Lot F804	54	54
Lot F805	54	54
Lot F807	56	56
Lot F808	61	61
Lot F809	71	71
Lot F901	63	63
Lot F902	61	61
Lot F903	49	49
Lot F905	44	44
Lot F1101	63	63
Lot F1102	78	78
Lot F1103	59	59
Lot F1104	57	57
Lot F1105	59	59
Lot F1106	78	78

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/10/2023 05:10:36 PM

OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1107	71	71
Lot F1108	42	42
Lot F1109	73	73
Lot F1110	62	62
Lot F1111	62	62
Lot F1112	62	62
Lot F1113	73	73
Lot F1114	49	49
Lot F1201	63	63
Lot F1202	78	78
Lot F1203	59	59
Lot F1204	57	57
Lot F1205	59	59
Lot F1206	78	78
Lot F1207	71	71
Lot F1208	42	42
Lot F1209	73	73
Lot F1210	62	62
Lot F1211	62	62
Lot F1212	62	62
Lot F1213	73	73
Lot F1214	49	49
Lot F1301	63	63
Lot F1302	78	78
Lot F1303	59	59
Lot F1304	57	57
Lot F1305	59	59
Lot F1306	78	78
Lot F1307	71	71

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Produced: 23/10/2023 05:10:36 PM

OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1308	42	42
Lot F1309	73	73
Lot F1310	62	62
Lot F1311	62	62
Lot F1312	62	62
Lot F1313	73	73
Lot F1314	49	49
Lot F1401	63	63
Lot F1402	78	78
Lot F1403	50	50
Lot F1404	49	49
Lot F1405	50	50
Lot F1406	77	77
Lot F1407	70	70
Lot F1408	42	42
Lot F1409	73	73
Lot F1410	54	54
Lot F1411	54	54
Lot F1412	54	54
Lot F1413	73	73
Lot F1414	49	49
Lot F1501	63	63
Lot F1502	78	78
Lot F1503	50	50
Lot F1504	49	49
Lot F1505	50	50
Lot F1506	77	77
Lot F1507	70	70
Lot F1508	42	42

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/10/2023 05:10:36 PM

OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1509	73	73
Lot F1510	54	54
Lot F1511	54	54
Lot F1512	54	54
Lot F1513	73	73
Lot F1514	49	49
Lot F1601	63	63
Lot F1602	78	78
Lot F1603	50	50
Lot F1604	49	49
Lot F1605	50	50
Lot F1606	77	77
Lot F1607	70	70
Lot F1608	42	42
Lot F1609	73	73
Lot F1610	54	54
Lot F1611	54	54
Lot F1612	54	54
Lot F1613	73	73
Lot F1614	49	49
Lot F1701	63	63
Lot F1702	78	78
Lot F1703	50	50
Lot F1704	49	49
Lot F1705	50	50
Lot F1706	77	77
Lot F1707	70	70
Lot F1708	42	42
Lot F1709	73	73

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1710	54	54
Lot F1711	54	54
Lot F1712	54	54
Lot F1713	73	73
Lot F1714	49	49
Lot F1801	63	63
Lot F1802	78	78
Lot F1803	50	50
Lot F1804	49	49
Lot F1805	50	50
Lot F1806	77	77
Lot F1807	70	70
Lot F1808	42	42
Lot F1809	73	73
Lot F1810	54	54
Lot F1811	54	54
Lot F1812	54	54
Lot F1813	73	73
Lot F1814	49	49
Lot F1901	63	63
Lot F1902	78	78
Lot F1903	50	50
Lot F1904	49	49
Lot F1905	50	50
Lot F1906	77	77
Lot F1907	70	70
Lot F1908	42	42
Lot F1909	73	73
Lot F1910	54	54

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Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F1911	54	54
Lot F1912	54	54
Lot F1913	73	73
Lot F1914	49	49
Lot F2001	63	63
Lot F2002	78	78
Lot F2003	50	50
Lot F2004	49	49
Lot F2005	50	50
Lot F2006	77	77
Lot F2007	70	70
Lot F2008	42	42
Lot F2009	73	73
Lot F2010	54	54
Lot F2011	54	54
Lot F2012	54	54
Lot F2013	73	73
Lot F2014	49	49
Lot F2101	63	63
Lot F2102	78	78
Lot F2103	51	51
Lot F2104	49	49
Lot F2105	50	50
Lot F2106	78	78
Lot F2107	70	70
Lot F2108	42	42
Lot F2109	73	73
Lot F2110	54	54
Lot F2111	54	54

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2112	54	54
Lot F2113	73	73
Lot F2114	49	49
Lot F2201	63	63
Lot F2202	78	78
Lot F2203	51	51
Lot F2204	49	49
Lot F2205	50	50
Lot F2206	78	78
Lot F2207	70	70
Lot F2208	42	42
Lot F2209	73	73
Lot F2210	54	54
Lot F2211	54	54
Lot F2212	54	54
Lot F2213	73	73
Lot F2214	49	49
Lot F2301	63	63
Lot F2302	78	78
Lot F2303	51	51
Lot F2304	49	49
Lot F2305	50	50
Lot F2306	78	78
Lot F2307	70	70
Lot F2308	42	42
Lot F2309	73	73
Lot F2310	54	54
Lot F2311	54	54
Lot F2312	54	54

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OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2313	73	73
Lot F2314	49	49
Lot F2401	63	63
Lot F2402	78	78
Lot F2403	51	51
Lot F2404	49	49
Lot F2405	50	50
Lot F2406	78	78
Lot F2407	70	70
Lot F2408	42	42
Lot F2409	73	73
Lot F2410	54	54
Lot F2411	54	54
Lot F2412	54	54
Lot F2413	73	73
Lot F2414	49	49
Lot F2501	63	63
Lot F2502	78	78
Lot F2503	51	51
Lot F2504	49	49
Lot F2505	50	50
Lot F2506	78	78
Lot F2507	70	70
Lot F2508	42	42
Lot F2509	73	73
Lot F2510	54	54
Lot F2511	54	54
Lot F2512	54	54
Lot F2513	73	73

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/10/2023 05:10:36 PM

OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F2514	49	49
Lot F2601	63	63
Lot F2602	116	116
Lot F2603	81	81
Lot F2604	116	116
Lot F2605	115	115
Lot F2606	129	129
Lot F2608	73	73
Lot F2609	49	49
Lot F2701	63	63
Lot F2702	116	116
Lot F2703	81	81
Lot F2704	116	116
Lot F2705	115	115
Lot F2706	129	129
Lot F2708	73	73
Lot F2709	49	49
Lot F2801	63	63
Lot F2802	116	116
Lot F2803	81	81
Lot F2804	116	116
Lot F2805	115	115
Lot F2806	129	129
Lot F2808	73	73
Lot F2809	49	49
Lot F306A	46	46
Lot F306B	78	78
Lot F403A	54	54
Lot F406A	46	46

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/10/2023 05:10:36 PM

OWNERS CORPORATION 5
PLAN NO. PS643381X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot F406B	78	78
Lot F506A	48	48
Lot F506B	78	78
Lot F706A	46	46
Lot F706B	78	78
Lot F806A	49	49
Lot F806B	78	78
Lot F2607A	54	54
Lot F2607B	54	54
Lot F2707A	54	54
Lot F2707B	54	54
Lot F2807A	54	54
Lot F2807B	54	54
Total	**50153.00**	**50153.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 23 October 2023 05:13 PM

PROPERTY DETAILS

Address:	**1802/120 ABECKETT STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot B1802 PS643381**
Standard Parcel Identifier (SPI):	**B1802\PS643381**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**664374**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2F C1**

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

View location in VicPlan

Planning Zones

CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)



0 100 m

CCZ - Capital City
MUZ - Mixed Use
PPRZ - Public Park and Recreation
PUZ2 - Public Use-Education
TRZ2 - Principal Road Network
Railway line
Railway station
Tram line

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

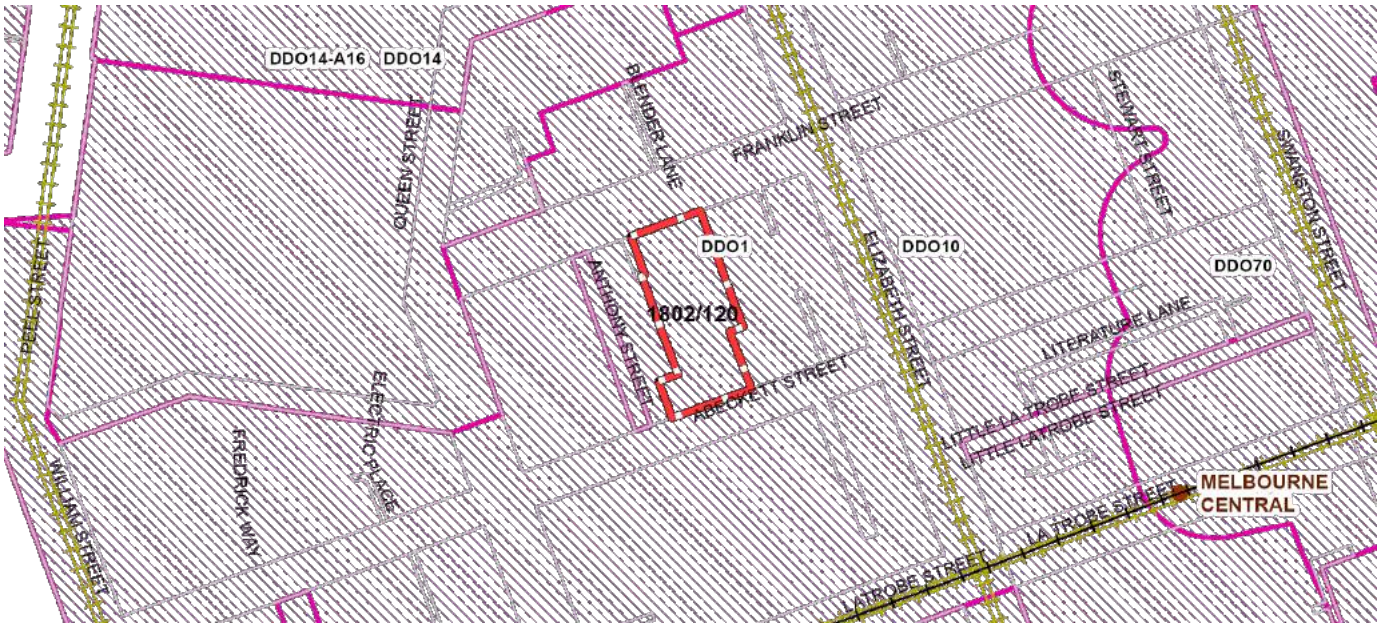
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

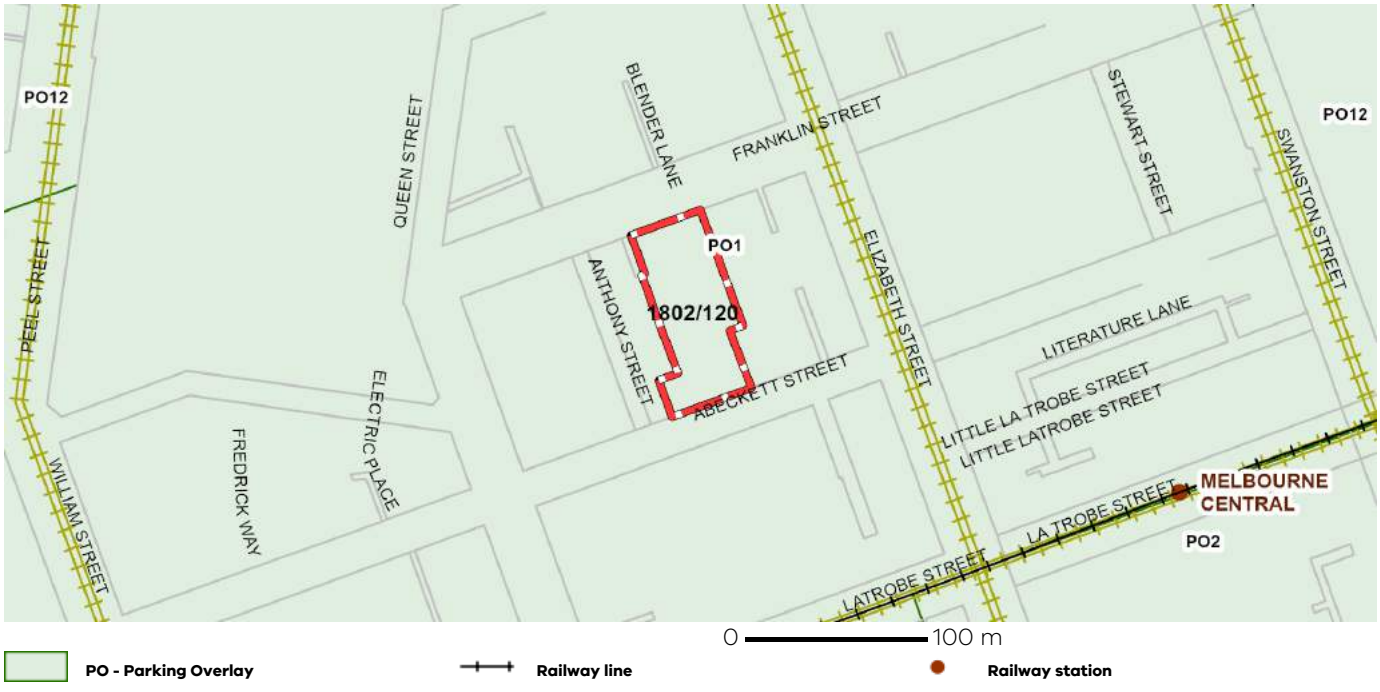
Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY – SCHEDULE 10 (DDO10)



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

PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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

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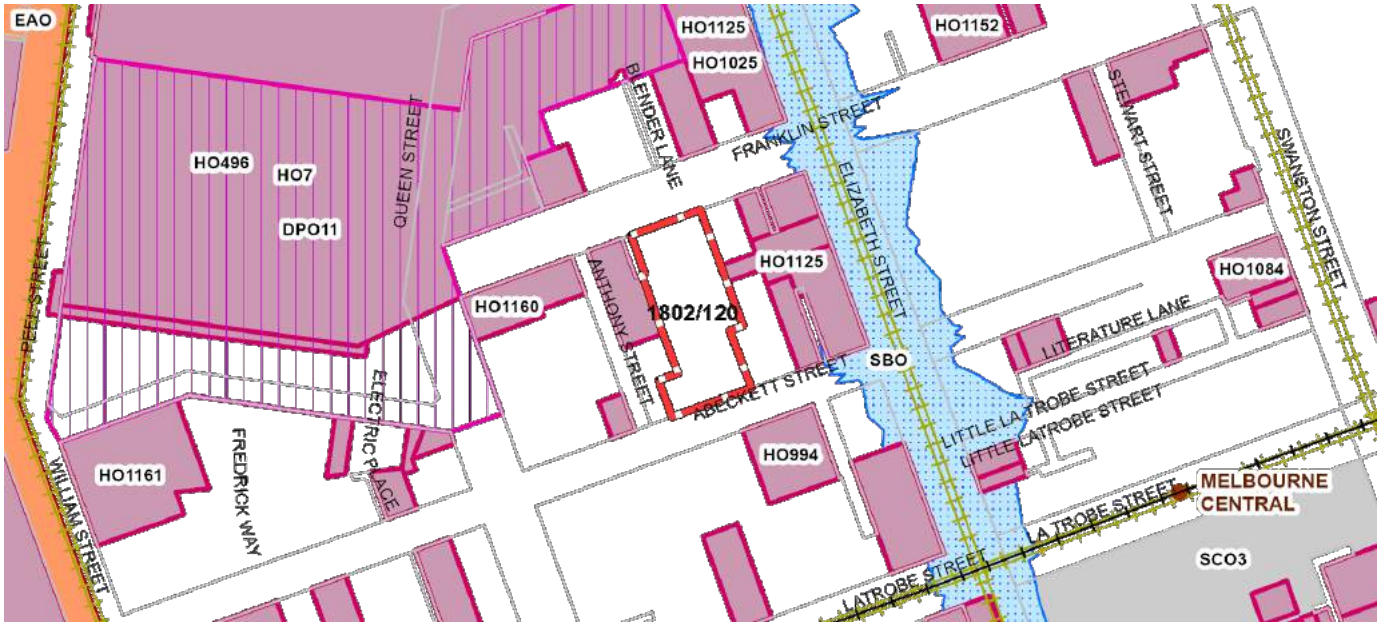
PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)
ENVIRONMENTAL AUDIT OVERLAY (EAO)
HERITAGE OVERLAY (HO)
SPECIAL BUILDING OVERLAY (SBO)
SPECIFIC CONTROLS OVERLAY (SCO)



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

Further Planning Information

Planning scheme data last updated on 19 October 2023.

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

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

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

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

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

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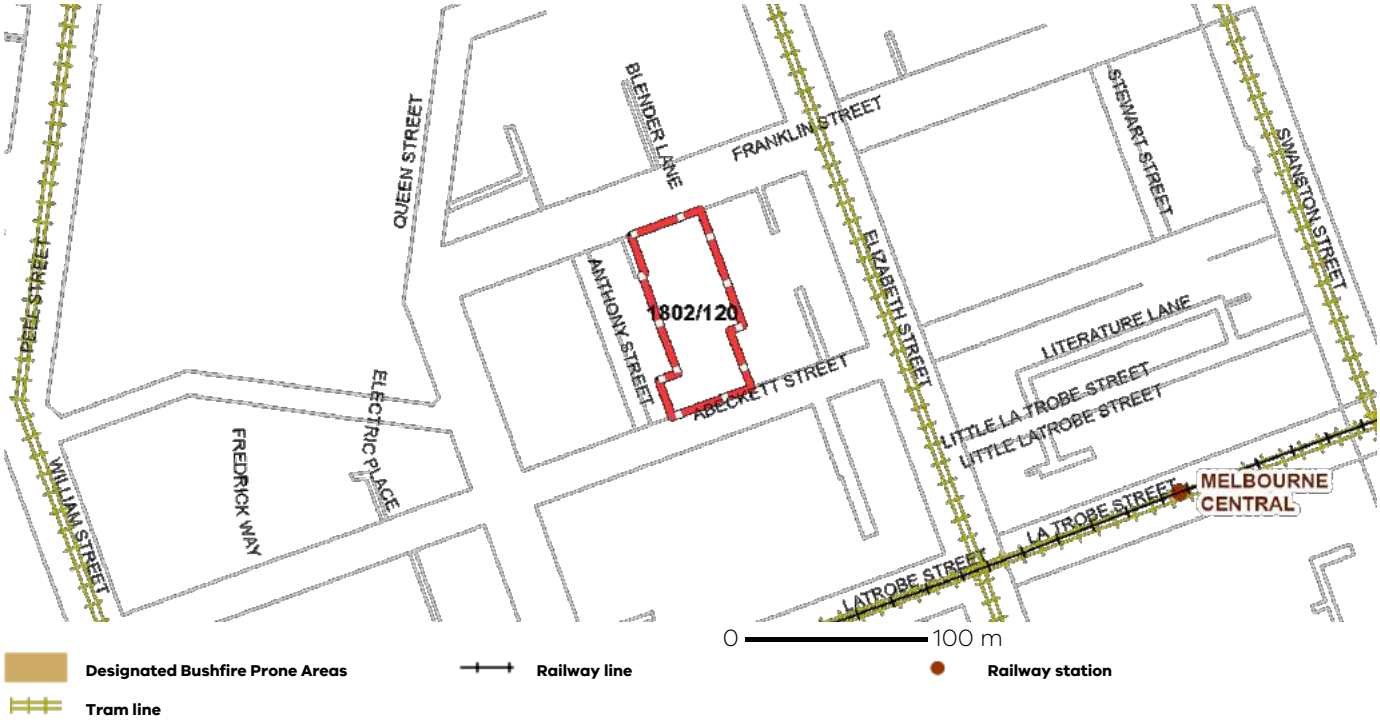
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 23 October 2023 05:11 PM

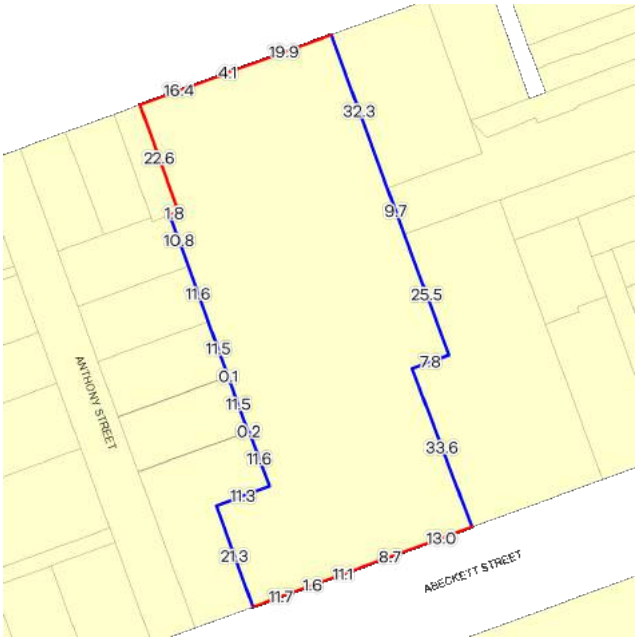
PROPERTY DETAILS

Address:	**1802/120 ABECKETT STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot B1802 PS643381**
Standard Parcel Identifier (SPI):	**B1802\PS643381**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**664374**
Directory Reference:	**Melway 2F C1**

Note: There are 1237 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 4235 sq. m
Perimeter: 310 m
For this property:
— Site boundaries
— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

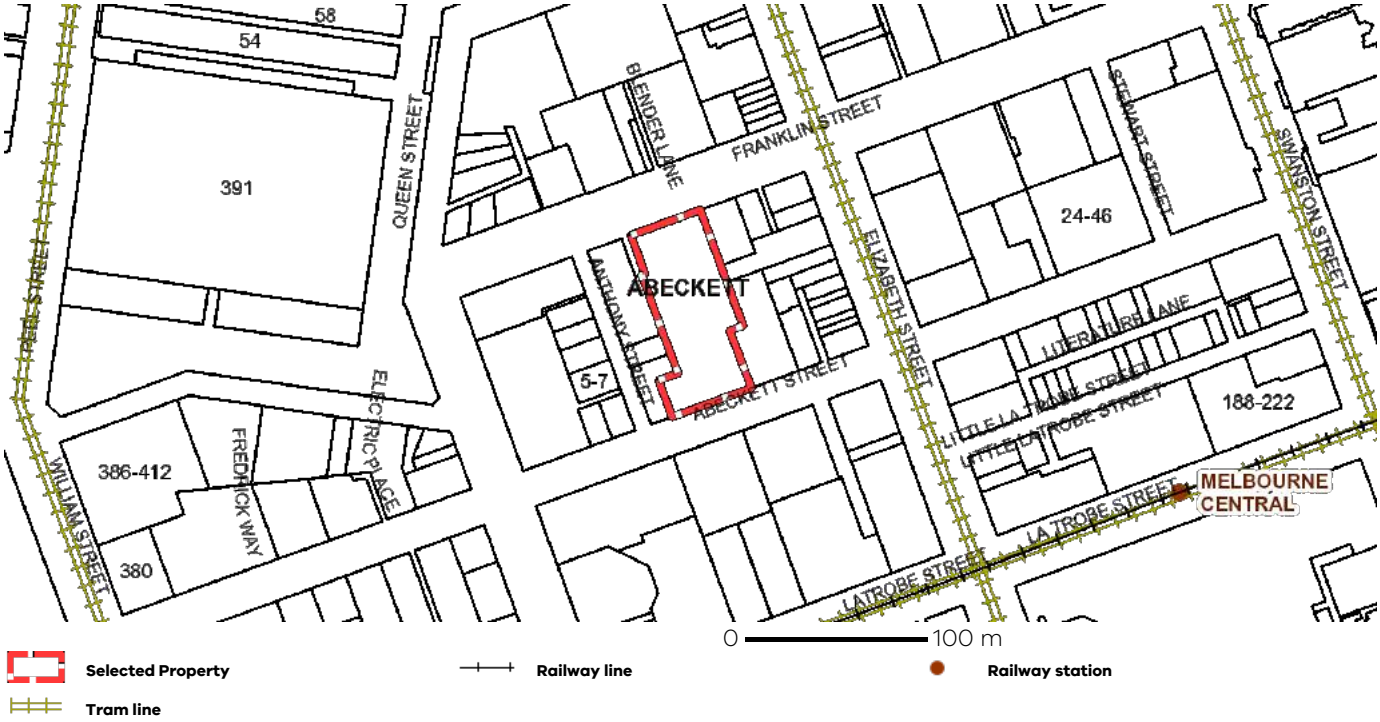
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287

Valuation and rate notice 2023-2024

For the period 1 July 2023 - 30 June 2024

CITY OF MELBOURNE

Tax invoice

No GST has been charged

Assessment no. 225287 2

Date of issue 22 Aug 2023

QUESTIONS?
Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

027 33548

K E Ho
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

Property Unit 1802, Level 18, 120 A'Beckett Street, MELBOURNE VIC 3000

Legal description Lot B1802 PS643381X

Valuations		Effective date	1 Jul 2023
NAV	23,750	Valued as at	1 Jan 2023
Site value	90,000	Interest rate	10%
CIV	475,000	Land use	Residential

AVPCC 120 -Single Strata Unit/Villa Unit/Townhouse

Details of account
(important, please read overleaf)

	Amount
Residential Rates @ 3.7852 cents in the $ of NAV.	$898.99
Waste Charge	$160.00
FSPL @ $125 plus 4.6 cents per $1,000 of CIV.	$146.85

FSPL - Fire Services Property Levy (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2024 **$1,205.84**

Late payments will attract interest (see over page)
***Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 30 September 2023 **$301.45**
If paying by instalments, you must pay first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2024.

Instalment 2 30 November 2023 **$301.45**

Instalment 3 29 February 2024 **$301.45**

Instalment 4 31 May 2024 **$301.49**

OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only. See overleaf for details.

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.
Visit **melbourne.vic.gov.au/rates** and have your rates notice with you.

Payment methods

Assessment no. 225287 2

Property Unit 1802, Level 18, 120 A'Beckett Street, MELBOURNE VIC 3000

BPAY Biller code: **79616**
Ref: 102252872

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102252872
Credit cards not accepted.

Post Billpay Credit cards not accepted. Pay in store at Australia Post.

*3397 0891 0102252872 63

Direct debit Credit cards not accepted.
To apply visit melbourne.vic.gov.au/rates or call 03 9658 9658.

MasterCard VISA **MasterCard or Visa**
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.
☐ Option 1 **$1,205.84**
☐ Option 2 **$301.45**

Telephone 1300 130 453

Internet melbourne.vic.gov.au/rates

By mail
City of Melbourne
GPO Box 2158 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
8.30am - 5pm, Monday to Friday.
Visa, MasterCard or EFTPOS available.
Cash payments not accepted.

L033548 033548 #87664

+10225287200000> +000891+ <0000000000> <0000120584> +444+

OPTION 3 PAYMENTS

Direct debit only

Ten monthly instalments payable by direct debit only. Payments will be deducted from the nominated bank account on the last day of the month from September through to May. The June payment will be deducted on 26 June 2024.

If payment due date falls on a weekend or public holiday, it is deducted the next working day.

For a direct debit application form and for more information about this payment method, visit **melbourne.vic.gov.au/rates** or phone 03 9658 9658.

*Interest penalties for late payment

Penalty interest on any arrears of rates and charges will continue to accrue. Interest will be calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

1. Legal Costs Owing (if any)
2. Arrears Interest Owing (if any)
3. Arrears Owing (if any)
4. Current Owing

Payment difficulties

If you are having difficulties in making payments prior to the due dates, you may apply to Council for a payment plan. Please contact the Customer Service Hotline on 03 9658 9658 for assistance or visit our website for further details: **melbourne.vic.gov.au/financialhardship**

Victorian Government's rate cap

We've complied with the Victorian Government's rate cap of 3.5 per cent. The cap applies to the total annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

For more information visit **delwp.vic.gov.au/fairgorates**

Objection to valuation

If you are aggrieved by the valuation of your property and wish to discuss the values, or need a prescribed form to lodge a formal objection, visit **melbourne.vic.gov.au/valuations** or call 03 9658 9658. The prescribed form must be completed and lodged with the City of Melbourne within two (2) months from the date of issue on the front of this notice.

Valuation objections will be processed by the Valuer General Victoria.

You must pay your rates as assessed on this notice by the dates outlined pending the outcome of any objection.

The valuations shown on this notice may be used by other authorities for the purpose of a rate or tax.

Appeal against rates

If you are aggrieved by any rate or charge, or by anything included or excluded from the rates or charge, other than in respect of the assessment of the value, you may appeal to the county court for a review of the rate or charge.

Review of differential rating

If you're an owner or occupier of land whose interests are affected by a decision of the Council to classify or not to classify that land as being for a particular type or class for differential rating purposes, you may apply to VCAT for review of the decision.

Valuation definitions

Site value is the value of the land.

NAV (Net Annual Value) residential is 5 per cent of the capital improved value.

NAV non-residential is approximately the annual net rental value of the property.

CIV (Capital Improved Value) is the total market value of the land plus buildings and improvements.

AVPCC - Australian Valuation Property Classification Code.

Objection to Fire Services Property Levy

If you disagree with the valuation or Australian Valuation Property Classification Code (AVPCC) you can call us on 03 9658 9658. If you're the owner of the land you may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the *Fire Services Property Levy Act 2012* for rateable land and s.28 for non-rateable residential land.

Waste Charge

Residential ratepayers
A waste collection charge of $383 applies to residential properties valued above the median price of $500,000. A concessional rate of $160 applies to lower valued properties.

Commercial ratepayers
A public realm waste charge is applied to commercial properties using the Capital Improved Value (CIV), which is a rate-in-the-dollar calculation according to an individual property's value.

Public realm waste charge includes services that keep our city clean, such as street cleaning, dumped rubbish and public litter bin collection services.

Further information on your rates and the waste charge can be found here: **melbourne.vic.gov.au/rates**

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit **melbourne.vic.gov.au/rates** or phone 03 9658 9658.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at **melbourne.vic.gov.au**

Any questions?

Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at **melbourne.vic.gov.au/rates**

Phone: 03 9658 9658

Email: **rates@melbourne.vic.gov.au**

Interpreter Services

Speak a language other than English? We can help. Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658 Speak & Listen 1300 555 727

Owner recorded by Council

Kim Eng Ho

Differential rates comparison table

As part of the City of Melbourne Budget 2023-24, Council has adopted 2 differential rates in the dollar. The following rate comparison table shows what your general rates would have been if your property was classified with an alternative differential rate. **This only applies to general rates (FSPL and waste charge are not included) and is for information purposes only.**

Type or class of land	Rate in $	NAV	Amount
Residential	3.7852 cents	23,750	$898.99
Commercial	4.2236 cents	23,750	$1,003.11

Greater Western Water

My account number is

1253 0837 1117

Invoice No.	T632140638
Service Address	Un 1802/120 A'beckett Street Melbourne Lot B1802 Plan 643381
Issue Date	13 May 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467
gww.com.au

544335-001 005394(22161) R

K E HO
C/O XYNERGY REALTY (OAKLEIGH) PTY LTD
19 STATION STREET
OAKLEIGH VIC 3166

AMOUNT DUE
$138.67
PLEASE PAY BY
5 JUN 2023

Account summary

PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE	$0.00
NETWORK CHARGES	$111.25
OTHER CHARGES	$27.42
PLEASE PAY	$138.67

15/05/23-09:30:16 CCSPIT_230512213804S.PRO
F-O-003632-0101/0002-1-000000-R-A6015765-74

Every refill reduces plastic waste

Be a refiller, not a landfiller.
choosetap.com.au



Civium Holdings VIC
ABN: 35135248047
7/574 Plummer Street
PORT MELBOURNE VIC 3207
Ph: 1300724256
levies@civium.com.au
Principal: Doug O'Mara

Date of Notice 01/09/2023

Kim Eng Ho
c/- XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH 3166 VIC
accounts.oakleigh@xynergy.com.au

FEE NOTICE SUMMARY

RE: Lot B1802, 151-165 & 118-134 Franklin St & A'Beckett St Melbourne VIC 3000

Summary of fees, charges or other contributions due and payable to the Owners Corporation Plan of Subdivision PS643381 pursuant to Section 31 of The Owners Corporations Act 2006.

OC	ABN	GST	Amount Due
Owners Corporation 1	86536553721	$48.60	$534.64
Owners Corporation 4	95639189590	$34.22	$376.37
Owners Corporation 5	94176347296	$8.77	$96.44
TOTAL DUE			**$1,007.45**

Refer to attached invoices for a further breakdown of charges, payment details and any direct debit arrangements.

DEFT PAYMENT SYSTEMS

Payments by phone or internet from your bank account require registration. Register at deft.com.au.
Payments made by credit card do not require registration and a surcharge may apply.
Registration isn't required for one-off card payments.

Pay over the Internet from your Credit Card or pre-registered bank account at **deft.com.au**.

BPAY **Biller Code: 96503**
Ref: 234774016 236608

Account: **PS643381**
Owner: **Kim Eng Ho**
Units Plan: PS643381
Lot No: B1802

Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90

Contact your financial institution to make a BPAY payment from your cheque or savings account.

Pay by mailing this payment slip with your Cheque to:
DEFT Payment Systems
GPO Box 4690, Sydney NSW 2001

Post Billpay Pay in-store at Australia Post by cheque or EFTPOS

All Cheques must be made payable to:
PS643381

*496 234774016 236608

Total Due $1,007.45

DEFT Reference Number: 234774016 236608

+234774016 236608 < 000100745<3+

civium

Civium Holdings VIC
ABN: 35135248047
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Ph: 1300724256
levies@civium.com.au
Principal: Doug O'Mara

Kim Eng Ho
c/- XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH 3166 VIC

Tax Invoice
ABN 86536553721
Date of Notice 01/09/2023

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

RE: Lot B1802, 1802/120 A'beckett Street Melbourne VIC 3000

Notice is hereby given by the Owners Corporation Plan of Subdivision PS643381 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Paid	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Owners Corporation 1 (01/10/23 - 31/12/23) ^	$0.00	$497.41	$37.23	$0.00	01/10/2023	$534.64
				Total if Paid by Due Date $534.64		
^ Current period levies in this Tax Invoice total $534.64. GST included is $48.60.						

Interest will accrue daily on overdue fees and charges by until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.
Please detach and return the portion below with your payment if sending a cheque
Please note new addition to the levy notice, 'PAID' column, please always refer to 'Total' for correct amount outstanding.

DEFT PAYMENT SYSTEMS

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Registration isn't required for one-off card payments.

Pay over the Internet from your Credit Card or pre-registered bank account at deft.com.au.	BPAY	**Biller Code: 96503** **Ref: 234774016 236608**	**Account**: **PS643381** **Owner**: **Kim Eng Ho** **Units Plan: PS643381** **Lot No: B1802**
Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 4690, Sydney NSW 2001	Post Billpay	Pay in-store at Australia Post by cheque or EFTPOS	All Cheques must be made payable to: PS643381

*496 234774016 236608

Total Due $534.64

DEFT Reference Number: 234774016 236608

+234774016 236608 < 000053464<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

Important information on fees and charges

Enquiries
If you have enquiries on the fees listed in this Notice, please contact our levies department - levies@civium.com.au

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process
If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.
The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria
At any time you can lodge a complaint with Consumers Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)
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1800 133 055 or go to www.vcat.vic.gov.au

civium

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Tax Invoice
ABN 95639189590
Date of Notice 01/09/2023

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

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Details	Paid	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Owners Corporation 4 (01/10/23 - 31/12/23) ^	$0.00	$245.98	$130.39	$0.00	01/10/2023	$376.37
					Total if Paid by Due Date	$376.37
^ Current period levies in this Tax Invoice total $376.37. GST included is $34.22.						

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The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
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Please detach and return the portion below with your payment if sending a cheque
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Pay over the Internet from your Credit Card or pre-registered bank account at deft.com.au.	BPAY	**Biller Code: 96503** **Ref: 234774016 236608**	**Account**: **PS643381** **Owner**: **Kim Eng Ho** **Units Plan: PS643381** **Lot No: B1802**
Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 4690, Sydney NSW 2001	Post Billpay	Pay in-store at Australia Post by cheque or EFTPOS	All Cheques must be made payable to: PS643381

*496 234774016 236608

Total Due $376.37

DEFT Reference Number: 234774016 236608

+234774016 236608 < 000037637<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

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civium

Civium Holdings VIC
ABN: 35135248047
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PORT MELBOURNE VIC 3207
Ph: 1300724256
levies@civium.com.au
Principal: Doug O'Mara

Kim Eng Ho
c/- XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH 3166 VIC

Tax Invoice
ABN 94176347296
Date of Notice 01/09/2023

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

RE: Lot B1802, 1802/120 A'beckett Street Melbourne VIC 3000

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Details	Paid	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Owners Corporation 5 (01/10/23 - 31/12/23) ^	$0.00	$60.67	$35.77	$0.00	01/10/2023	$96.44
				Total if Paid by Due Date $96.44		
^ Current period levies in this Tax Invoice total $96.44. GST included is $8.77.						

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This rate is subject to change.
Please detach and return the portion below with your payment if sending a cheque
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Pay over the Internet from your Credit Card or pre-registered bank account at deft.com.au.

BPAY **Biller Code: 96503**
Ref: 234774016 236608

Account: **PS643381**
Owner: **Kim Eng Ho**
Units Plan: PS643381
Lot No: B1802

Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90

Contact your financial institution to make a BPAY payment from your cheque or savings account.

Pay by mailing this payment slip with your Cheque to:
DEFT Payment Systems
GPO Box 4690, Sydney NSW 2001

Post Billpay — Pay in-store at Australia Post by cheque or EFTPOS

All Cheques must be made payable to:
PS643381

*496 234774016 236608

Total Due $96.44

DEFT Reference Number: 234774016 236608

+234774016 236608 < 000009644<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

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1800 133 055 or go to www.vcat.vic.gov.au

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and
Owners Corporation Regulations 2018

Owners Corporation No. 643381X-1

Address: FULTON LANE - 151-165 & 118-134 Franklin St & A'Beckett St MELBOURNE

This certificate is issued for **Lot B1802** and does not include any other Lot that the owner may own on Plan of Subdivision No. **643381X-1**. Owners corporation certificates are required to be issued for each individual Lot.

The postal address of which is:	1802/ 120 A'beckett Street, MELBOURNE
The Applicant for the certificate is:	Link West Conveyancing
The address for delivery of the certificate is:	jeff@linkwestconveyancing.com.au
The date that the application was received is:	The 13th day of October 2023
The information in this certificate is issued on:	The 20th day of October 2023

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

1. **The present fees for the above Lot are:**

OC1 Standard Levy Contribution **01/10/2023 – 31/12/2023**	$534.64	**PAID**
OC1 Standard Levy Contribution **01/01/2024 – 31/03/2024**	$534.64	**Due 01/01/2024**

2. **Fees are currently paid to** 31/12/2023
3. **Unpaid fees now total:** $0.00
4. **The following special fees or levies have been struck and are payable on the dates indicated below:**

   NIL

5. **The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:**

   None to our knowledge

6. **The owners corporation presently has the following insurance cover:**

   Please see attached. No building insurance held due to cladding

7. **Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?**
   No

8. **Please find the most recent accepted Balance Sheet of the Owners Corporation.**

9. **The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:**
   None to our knowledge

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

10. **The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:**
    Civium Property Group - Management Agreement
    CCM facilities – Facilities Management Agreement

11. **The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:**
    None to our knowledge

12. **The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:**
    The Owners Corporation have been served with a Building Order by the City of Melbourne Council in relation to the Aluminium Composite Cladding on the building. Attached is the Building Order for your reference.

13. **The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:**
    None to our knowledge

14. **The Owners Corporation has appointed a manager as follows:**
    Civium Property Group Melbourne
    7/574 Plummer Street
    Port Melbourne VIC 3207

15. **No proposal has been made for the appointment of an administrator.**

16. **The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.**

17. **The rules of the Owners Corporation are the Model Rules, which are attached.**

18. **Additional comments:**
    More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:
    Civium Property Group Melbourne
    PO BOX 715
    Port Melbourne VIC 3207

19. **Attachments**
    Fulton Lane Cladding Update to Owners February 2023
    Certificate of Currency (relevant documents)
    Last Accepted Balance Sheet
    Minutes of AGM
    Model Rules
    Special Rules
    Building Order
    Letter to owners regarding Building Insurance

This owners corporation certificate was prepared by Rebekah Morton as delegate of the owners corporation.





Signature of delegate for Strata Plan No. **643381X-1**

Per. Trudi Clark

Civium Property Group Pty Ltd

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and
Owners Corporation Regulations 2018

Owners Corporation No. 643381X-4

Address: FULTON LANE - 151-165 & 118-134 Franklin St & A'Beckett St MELBOURNE

This certificate is issued for **Lot B1802** and does not include any other Lot that the owner may own on Plan of Subdivision No. **643381X-4**. Owners corporation certificates are required to be issued for each individual Lot.

The postal address of which is:	1802/ 120 A'beckett Street, MELBOURNE
The Applicant for the certificate is:	Link West Conveyancing
The address for delivery of the certificate is:	jeff@linkwestconveyancing.com.au
The date that the application was received is:	The 13th day of October 2023
The information in this certificate is issued on:	The 20th day of October 2023

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

1. **The present fees for the above Lot are:**

OC4 Standard Levy Contribution **01/10/2023 – 31/12/2023**	$376.37	**PAID**
OC4 Standard Levy Contribution **01/01/2024 – 31/03/2024**	$376.37	**Due 01/01/2024**

2. **Fees are currently paid to** 31/12/2023
3. **Unpaid fees now total** $0.00
4. **The following special fees or levies have been struck and are payable on the dates indicated below:**

   NIL

5. **The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:**

   None to our knowledge

6. **The owners corporation presently has the following insurance cover:**

   Please see attached. No building insurance held due to cladding

7. **Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?**
   No

8. **Please find the most recent accepted Balance Sheet of the Owners Corporation.**

9. **The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:**
   None to our knowledge

10. **The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:**
    Civium Property Group - Management Agreement

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

CCM facilities – Facilities Management Agreement

11. **The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:**
    None to our knowledge

12. **The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:**
    The Owners Corporation have been served with a Building Order by the City of Melbourne Council in relation to the Aluminium Composite Cladding on the building. Attached is the Building Order for your reference.

13. **The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:**
    None to our knowledge

14. **The Owners Corporation has appointed a manager as follows:**
    Civium Property Group Melbourne
    7/574 Plummer Street
    Port Melbourne VIC 3207

15. **No proposal has been made for the appointment of an administrator.**

16. **The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.**

17. **The rules of the Owners Corporation are the Model Rules, which are attached.**

18. **Additional comments:**
    More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:
    Civium Property Group Melbourne
    PO BOX 715
    Port Melbourne VIC 3207

19. **Attachments**
    Fulton Lane Cladding Update to Owners February 2023
    Certificate of Currency (relevant documents)
    Last Accepted Balance Sheet
    Minutes of AGM
    Model Rules
    Special Rules
    Building Order
    Letter to owners regarding Building Insurance

This owners corporation certificate was prepared by Rebekah Morton as delegate of the owners corporation.





Signature of delegate for Strata Plan No. **643381X-4**

Per. Trudi Clark

Civium Property Group Pty Ltd

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and
Owners Corporation Regulations 2018

Owners Corporation No. 643381X-5

Address: FULTON LANE - 151-165 & 118-134 Franklin St & A'Beckett St MELBOURNE

This certificate is issued for **Lot B1802** and does not include any other Lot that the owner may own on Plan of Subdivision No. **643381X-5**. Owners corporation certificates are required to be issued for each individual Lot.

The postal address of which is:	1802/ 120 A'beckett Street, MELBOURNE
The Applicant for the certificate is:	Link West Conveyancing
The address for delivery of the certificate is:	jeff@linkwestconveyancing.com.au
The date that the application was received is:	The 13th day of October 2023
The information in this certificate is issued on:	The 20th day of October 2023

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

1. **The present fees for the above Lot are:**

OC5 Standard Levy Contribution **01/10/2023 – 31/12/2023**	$96.44	**PAID**
OC5 Standard Levy Contribution **01/01/2024 – 31/03/2024**	$96.44	**Due 01/01/2024**

2. **Fees are currently paid to** 31/12/2023
3. **Unpaid fees now total:** $0.00
4. **The following special fees or levies have been struck and are payable on the dates indicated below:**

   NIL

5. **The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:**

   None to our knowledge

6. **The owners corporation presently has the following insurance cover:**

   Please see attached.

7. **Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?**
   No

8. **Please find the most recent accepted Balance Sheet of the Owners Corporation.**

9. **The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:**
   None to our knowledge

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

10. **The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:**
    Civium Property Group - Management Agreement
    CCM facilities – Facilities Management Agreement

11. **The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:**
    None to our knowledge

12. **The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:**
    The Owners Corporation have been served with a Building Order by the City of Melbourne Council in relation to the Aluminium Composite Cladding on the building. Attached is the Building Order for your reference.

13. **The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:**
    None to our knowledge

14. **The Owners Corporation has appointed a manager as follows:**
    Civium Property Group Melbourne
    7/574 Plummer Street
    Port Melbourne VIC 3207

15. **No proposal has been made for the appointment of an administrator.**

16. **The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.**

17. **The rules of the Owners Corporation are the Model Rules, which are attached.**

18. **Additional comments:**
    More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:
    Civium Property Group Melbourne
    PO BOX 715
    Port Melbourne VIC 3207

19. **Attachments**
    Fulton Lane Cladding Update to Owners February 2023
    Certificate of Currency (relevant documents)
    Last Accepted Balance Sheet
    Minutes of AGM
    Model Rules
    Special Rules
    Building Order
    Letter to owners regarding Building Insurance

This owners corporation certificate was prepared by Rebekah Morton as delegate of the owners corporation.

Signature of delegate for Strata Plan No. **643381X-5**

Per. Trudi Clark

Civium Property Group Pty Ltd



civium

Fulton Lane

Owners Corporation PS643381X – 1 to 5

MINUTES OF ANNUAL GENERAL MEETING

held on **Thursday 29th June 2023** at **5:30pm**
in the onsite Theatre & Google Meets



5th July 2023

Civium Holdings (VIC) Pty Ltd
Brisbane | Sydney | Canberra | Melbourne
ABN: 35 135 248 047
7/574 Plummer Street, Port Melbourne VIC 3207
PO Box 715, Port Melbourne VIC 3207
p | 03 9676 9555

The Owners – Fulton Lane
Owners Corporation PS643381X
Franklin & A'Beckett Streets
MELBOURNE VIC 3000

Re: **Notice of Interim Resolution**
Owners Corporation PS643381X – 1 to 5

We give notice that as a Quorum was not present at the Annual General Meeting of Owners Corporation PS643381X, the meeting proceeded under Section 78 of the Owners Corporation Act 2006, on the basis that all resolutions made were interim resolutions.

Interim resolutions become final resolutions of the Owners Corporation 29 days from the date of the interim resolution unless confirmed at a Special General Meeting.

A Special General Meeting can be convened under the provisions in Division 3 of the Owners Corporation Act 2006.

Yours faithfully
CIVIUM STRATA

Shem Naidu
General Manager VIC
shem.naidu@civium.com.au

AGENDA

Attendance

NAME	LOT
In Person	
Jinjin Ding	F606
Yong Yin Su	F607
Fenny Muliadi	B803
Angel Ng	B1307
Yu-Hsin Huang	B1608
Kee Siang Hew	B1910
Jordy O'Brien	Proxy
Annie Zhao	Proxy
Jessica Xie	Proxy
Online	
Abbas Zoghian	B210
Felicia Long	B304
Petronel Jolande	F402
Victor Huat	F406B
Seng Man Ng	F1114
Chern Xi Wong	B1505
Paolo Villaflores	F1708
Andrew Lee	B1710
Soong Kim Yong	B1912
Eve Dora	F1914
Tongyun Peng	F2109
Sim Ee Waun	B2613, B3112
Shuwen Liao	B3102
Yin Huey Yeoh	B3512
Lee Peng Gan	B3906
Marta Naumowicz	Proxy
King Ng	Proxy
Hunt Soon See	Proxy
Yinhui Mao	Proxy

Also in attendance were Shem Naidu of Civium Property Group and Dayantha Ranasinghe & Ryan Haidar of Focused Facilities Management.

Proxies

OWNER	LOT	PROXY TO
Setia Melbourne Development Company Pty Ltd	8008, 8009, 8011, 8012, 8013, 8014, 8015, 8016, 8017,8018	Kee Siang Hew
Setia Melbourne Development Company Pty Ltd	7112, 7114, 6020, 6030, 7118, 8006, 8007	Yong Ying Su

Setia Melbourne Development Company Pty Ltd	6237,7011, 7038, 7068, 7071, 7073	Marta Naumowicz
Setia Melbourne Development Company Pty Ltd	6053, 6126, 6221, 6222, 6223, 6224, 6230, 6235	Jordy O'Brien
Setia Melbourne Development Company Pty Ltd	6019	Jake Knox
Setia Melbourne Development Company Pty Ltd	S7, 6063, 6064, 6079, 6080, 6082, 6083, 6084, 6086, 8	Hunt Soon See
Liem Fransisca Alim	B804	Yinhui Mao
BGH (Aust) Pty Ltd	B4007, B4505	King Ng
Weshwin Holdings Pty Ltd	F1602, F1803, F1804, F1805, F2302	Annie Zhao
Wei Hang & Yvonne Wooi Lee Sim Ho & Leow	F303	Annie Zhao
Sheau Jiun Yeoh	F502	Annie Zhao
Chin Seng & Soon Hie Chua & Tan	F508	Annie Zhao
Genevieve Maria & Harold Victor D'Souza	B705	Jessica Xie
Chap Jen & Meng Yoke Khor & Leong	F806A	Annie Zhao
Kok Boon Heah	F807	Annie Zhao
Bee Khek & Han Seong Tan & Ng	B1110	Jessica Xie
Zhenglin & Jianyu Huang & Xing	F1111	Annie Zhao
Choon Chiew & San Tuan Goh & Sam	F1212	Annie Zhao
Kin Meng & Lai Teng Fong	B1213	Jessica Xie
Kwee Choong Hue	B1305	Jessica Xie
Sheue Yann & Choong San Wong & Lee	F1305	Annie Zhao
Ming Soon & Pei Shan Lai & Looi	B1308	Jessica Xie
Tien Quyet Pham	B1407	Jessica Xie
Khin Mien Chong	F1504	Annie Zhao
Linda Man Hang Hu	F1509	Annie Zhao
Yen En Yapp	F1609	Annie Zhao
Wei Chien Lew & Suet Peng Wong	B1702	Jessica Xie
Karen Wong Hui Yee	F1704	Annie Zhao
Yin Leng & Kai Wern Cheong & Lim	B1806	Jessica Xie
Man Hing Kong	B1813	Jessica Xie
Per Yuan & Soong Kim Yong & Tan	B1912	Jessica Xie
Xueping Lin	B2004	Jessica Xie
Ji Zhong & Hao Luo & Zou	F2004	Annie Zhao
Ruiqin Brenton Sio	F2009	Annie Zhao
Shyong Wai Foon	F2208	Annie Zhao
Nam Enien & May Sing Lai & Sie	B2211	Jessica Xie
Christopher Peak Soon & Shian Shiuh Sim & Lim	B2311	Jessica Xie
Derrick Chee Yin Fung	B2402	Jessica Xie
Chun Wee Chong	F2512	Annie Zhao
Ching Yong & Yoke Yeen Chan & Teow	F2601	Annie Zhao
Yien Fung & Yeow Fong Hu & Chong	B2607	Jessica Xie
Sau Yee Sar	F2701	Annie Zhao
Yoke Nean & Chor Galk Meow & Yeo	F2705	Annie Zhao
Kiing Tung & Sie Lim Lau & Ting	B2801	Jessica Xie
Shanghua Zhang	B3007	Jessica Xie
Kenneth Teik Kheong & Li Lin Low & Lim	B3008	Jessica Xie
Robin Van Kee Cheok & Tsue Ing Yap	B3202	Jessica Xie

Pandacasa Pty Ltd	B3402	Jessica Xie
Jinping Bao	B3408	Jessica Xie
Pun Mo Rex Man	B3904	Jessica Xie
Tai Peng & May Lian Audrey Cheng & Teh	B4211	Jessica Xie

Apologies

NAME	LOT
Rodney Brown	B903
Susan Green	B1304

Quorum
No quorum was present at this meeting for any of the Owners Corporations.

Election of a Chairperson for the meeting
Shem Naidu was elected to chair the meeting.

Minutes

Motion by Ordinary Resolution: *That the minutes of the Annual General Meeting held 26 May 2022 be confirmed as a true record of the meeting.*

Result = Motion Carried

Committee Report
The Owners Corporation Committee report as previously circulated was noted. Update on cladding issue is noted in General Business.

Owners Corporation Manager's Report
The Owners Corporation Managers report as previously circulated was noted. Update on cladding issue is noted in General Business.

Insurance Review
The Owners Corporation carries no building insurance due to the cladding issue. Details of other insurance cover such as Public Liability, Office Bearers Liability and Volunteer Workers from 31 March 2023 to 31 March 2024 was noted.

The Owners Corporation Act 2006 requires a Tier 1 Owners Corporation to obtain a valuation every 5 years or earlier if so decided. A new building valuation was undertaken in March 2020 and another valuation is not required until 2025, but may be sought earlier.

Owners are advised to cover privately owned contents such as carpets, light fittings, window furnishings, dishwashers etc. The legal liability policy cover is in respect of any negligence that the Owners Corporation may be held liable for, but not for which a Lot may be held liable for.

Financial Accounts

OC1 Motion by Ordinary Resolution: *That the audited Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation 1 for the year ended 31 March 2023.*

Result = Motion Carried

OC2 Motion by Ordinary Resolution: *That the audited Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation 2 for the year ended 31 March 2023.*

Result = Motion Carried

OC3 Motion by Ordinary Resolution: *That the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation 3 for the year ended 31 March 2023.*

Result = Motion Carried

OC4 Motion by Ordinary Resolution: *That the audited Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation 4 for the year ended 31 March 2023.*

Result = Motion Carried

OC5 Motion by Ordinary Resolution: *That the audited Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation 5 for the year ended 31 March 2023.*

Result = Motion Carried

Long Term Maintenance Plan

The Owners Corporation seeks to alter the Maintenance Plan of OC1 by $365,000 as permitted under section 37(1A) of the Act for the purposes of dealing with the cladding Building Order. No additional contributions are being sought at this stage.

OC1 Motion by Ordinary Resolution: *That the OC1 Long-Term Maintenance Plan be amended to include expenditure related to Cladding Building Order costs to the amount of $365,000 plus GST in the financial year ending 31 March 2024.*

Result = Motion Carried

Budgets – Setting of Fees for Administration Fund & Maintenance Fund

OC1 All figures exclude GST	2022/23 Old Budget	2023/24 Proposed Budget	% Increase
Administration Fund	$1,456,699	$1,460,730	0.3
Maintenance Fund	$115,960	$111,838	-3.6

OC1 Motion by Ordinary Resolution: *That the proposed Budget for Administration Fund of $1,460,730 plus GST and Maintenance Fund of $111,838 plus GST as tabled be adopted by Owners Corporation 1.*

Result = Motion Carried

OC2 All figures exclude GST	2022/23 Old Budget	2023/24 Proposed Budget	% Increase
Administration Fund	$191,112	$222,418.55	16.4
Maintenance Fund	$140,235	$135,251	-3.6

OC2 Motion by Ordinary Resolution: *That the proposed Budget for Administration Fund of $222.418.55 plus GST and Maintenance Fund of $135,251 plus GST as tabled be adopted by Owners Corporation 2.*

Result = Motion Carried

OC3 All figures exclude GST	2022/23 Old Budget	2023/24 Proposed Budget	% Increase
Administration Fund	$69,291	$157,381	127
Maintenance Fund	$0	$0	0

OC3 Motion by Ordinary Resolution: *That the proposed Budget for Administration Fund of $157,381 plus GST and Maintenance Fund of $0 plus GST as tabled be adopted by Owners Corporation 3.*

Result = Motion Carried

OC4 All figures exclude GST	2022/23 Old Budget	2023/24 Proposed Budget	% Increase
Administration Fund	$317,272	$380,150.91	19.8
Maintenance Fund	$225,389	$217,378	-3.6

OC4 Motion by Ordinary Resolution: *That the proposed Budget for Administration Fund of $380,150.91 plus GST and Maintenance Fund of $217,378 plus GST as tabled be adopted by Owners Corporation 4.*

Result = Motion Carried

OC5 All figures exclude GST	2022/23 Old Budget	2023/24 Proposed Budget	% Increase
Administration Fund	$131,312	$153,019	16.5
Maintenance Fund	$100,037	$96,481	-3.6

OC5 Motion by Ordinary Resolution: *That the proposed Budget for Administration Fund of $153,019 plus GST and Maintenance Fund of $96,481 plus GST as tabled be adopted by Owners Corporation 5.*

Result = Motion Carried

As the fees for the first quarter of the financial year were invoiced on 1 April 2023 based on last financial year's budget, budget adjustment levies need to be raised for the three OCs to cover the difference between last year's budgets and the newly adopted budgets. This will ensure that fees invoiced match the budgets.

Special Levy
No Special Levies are planned at this stage.

Penalty Interest

Motion by Ordinary Resolution: *That the Owners Corporation authorises interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983 (currently 10%)*

Result = Motion Carried

Arrears Recovery

Motion by Ordinary Resolution: *That the Owners Corporation will recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and further that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense 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 or the Owners Corporation Regulations 2007.*

Result = Motion Carried

Committee Election

Pursuant to s.100(1) of the *Owners Corporations Act 2006*, an Owners Corporation with 10 or more members must elect a committee of between 3 and 7 members at each Annual Meeting to serve until the next Annual General Meeting, unless an Ordinary Resolution is passed allowing up to 12 members to serve.

Motion by Ordinary Resolution*: That up to 12 members be elected to serve as the Committee until the next Annual General Meeting.*

Result = Motion Carried

The following 8 nominations were received and were elected to the Committee.

NAME
Rodney Brown
Kee Siang (Zack) Hew
Jake Knox
King Ng
Marta Naumowicz
Jordy O'Brien
Hunt Soon See
Yong Ying (Michelle) Su

Motion by Ordinary Resolution*: That the members elected at the meeting serve as the Committee until the next Annual General Meeting.*

Result = Motion Carried

Delegation of Powers to the Committee

Motion by Ordinary Resolution: *That the Owners Corporation hereby delegates all of its powers and functions to the Owners Corporation Committee other than a power or function that requires a unanimous resolution or a power or function that requires a special resolution.*

Result = Motion Carried

General Business

Cladding Update

The technical assessment of the cladding will be ready this week according to the Fire Engineer (Basic Expert). It will say that the cladding risk is lower than previously thought, but that the OC will be required to undertake a full-scale fire test in a laboratory. The cost of this test is about $200,000. The test will be supervised by the fire engineer but will entail removing the facade of an apartment at Fulton Lane and reconstructing it in the lab to ensure that real world conditions are met.

Before any test is conducted, the OC and Fire Engineer will meet with the Municipal Building Surveyor (MBS) to ensure that they will adhere to the results of the fire test so that if the test comes back as satisfactory, the Building Order will be rescinded. The test result will need to be peer reviewed as part of the process.

Also, before any test is conducted, the Fire Engineer will meet with Chubb (the buildings insurer) to ensure that it will adhere to the results of the fire test so that if the test results come back as satisfactory, Chubb will again insure Fulton Lane at reasonable market rates. The only fire engineer that carries any weight with Chubb is the fire engineer being used in this process.

We are not in a position to provide any timeframes as many action points are dependent on the availability of others that are outside of our control. But as you can see, there are clear and actionable steps in place to keep this issue moving forward.

Level of Arrears

It was discussed that the level of arrears in the building was very low in comparison with other buildings. Two lots were going through Bankruptcy proceedings to recoup outstanding fees and two other lots would progress to debt recovery in the next quarter.

Committee Nominations

A suggestion to list committee nominations in the AGM Notice along with a short biography was made. Whilst this suggestion is a good one, it was noted that most nominations are received after the AGM Notice is issued.

Next Annual General Meeting

The Owners Corporation tentatively schedules the next AGM for the year ended 31 March 2024 for Thursday 27th June 2024. This date is subject to change.

Meeting closed at 6.16pm

CERTIFICATE OF CURRENCY

From: Civium Property Pty Ltd (ACN 108 927 859) VIC

We hereby confirm that we have arranged the insurance cover mentioned below:

Owners Corporation PS 643381X
151-165 And 118-134 Franklin St And A'Beckett St
MELBOURNE VIC 3000

Date: 27/04/2023

Our Reference: PS643381X

Class of Policy: MGT LIABILITY

Insurer: Dual Australia Pty Ltd
Level 6, 160 Sussex Street, Sydney NSW 2000
ABN: 16 107 553 257

The Insured: Owners Corporation PS 643381X

Policy No: AU00020431-000

Invoice No: 0040164

Period of Cover:
From 31/03/2023
to 31/03/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☑ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☑ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Class of Policy:	MGT LIABILITY	**Policy No:**	AU00020431-000
The Insured:	Owners Corporation PS 643381X	**Invoice No:**	0040164
		Our Ref:	PS643381X

Management Liability Insurance

Name Of Insured	Owners Corporation Plan No PS 643381X1	
	C/O: Coverforce Insurance Broking	
Insurer	DUAL Australia Pty Ltd	
	Underwritten by certain underwriters at Lloyd's of London	
Policy Number	AU00020431-000	
Period Of Insurance	From	31/03/2023 at 4.00 pm
	To	31/03/2024 at 4.00 pm
	Both Local Standard Time at the Insured's head office.	
Limit of Indemnity	Any one claim and in the aggregate during the period of insurance	$ 5,000,000

For the sake of clarity, all Limits of Indemnity, represent one Limit of Indemnity under the policy.

For the purposes of this policy only the below Insuring Clauses are active:

- Directors and Officers	Limit of Indemnity
- Company Reimbursment	Limit of Indemnity
- Entity Cover	Limit of Indemnity
- Employment Practices Breach	Limit of Indemnity
- Crime	$ 1,000,000
- Tax Audit Costs	$ 500,000

Sub Limits

If the Deductibles section states "Not Included", there is no cover under that Insuring Clause and/or Additional Benefit.

Class of Policy: MGT LIABILITY
The Insured: Owners Corporation PS 643381X

Policy No: AU00020431-000
Invoice No: 0040164
Our Ref: PS643381X

CLAUSE		SUB-LIMIT	DEDUCTIBLE
3.1	Allocation of Defence Costs	$100,000	$2,500
3.2	Automatic Reinstatement for Insured Persons	Indemnity Limit	Nil
3.3	Bail and Civil Bond Expenses	$250,000	$2,500
3.4	Continuous Cover	Indemnity Limit	$2,500
3.5	Contractual Liability	$100,000	$2,500
3.6	Copyright Defence Costs	$250,000	$5,000
3.7	Court Attendance	$1,000 per day	Nil
3.8	Crime Investigation Fees	$150,000 in addition	Nil
3.9	Crisis Containment	$250,000	$2,500
3.10	Critical Regulatory Event	$150,000	$2,500
3.11	Defence Costs for Claims – Direct Financial Loss	Indemnity Limit	$2,500
3.12	Deprivation of Assets	$250,000	$2,500
3.13	Directors' Tax Penalties	$250,000	$2,500
3.14	Discovery Period	Indemnity Limit	$2,500
3.15	Extradition Costs	Indemnity Limit	$2,500
3.16	Emergency Costs	Indemnity Limit	$2,500
3.17	Employment Superannuation Scheme	Indemnity Limit	$2,500
3.18	Former Subsidiaries	Indemnity Limit	$2,500
3.19	Identity Theft Expenses	$250,000	$2,500
3.20	New Subsidiaries	Indemnity Limit	$2,500
3.21	Occupational Health and Safety Defence Costs	Indemnity Limit	$2,500
3.22	Official Investigations and Inquiries	Indemnity Limit	$2,500
3.23	Outside Directorship Cover	Indemnity Limit	$2,500
3.24	Panel Counsel	1 hour per enquiry	Nil
3.25	Pollution Cover	Indemnity Limit	$2,500
3.26	Public Relations Expenses	$250,000	$2,500
3.27	Retirement Cover	Indemnity Limit	$2,500

Class of Policy: MGT LIABILITY
The Insured: Owners Corporation PS 643381X

Policy No: AU00020431-000
Invoice No: 0040164
Our Ref: PS643381X

3.28	Statutory Liability (Fines and Penalties)	$1,000,000	$20,000
3.29	Third Party Discrimination and Sexual Harassment	$500,000	$2,500
3.30	Triangulation Fraud	2.2(d) Crime	$10,000
3.31	Unidentifiable Employees	2.2(d) Crime	$10,000
3.32	Whistleblower Hotline Access	Indemnity Limit	Nil

OPTIONAL EXTENSIONS:

CLAUSE		SUB-LIMIT	DEDUCTIBLE
4.1	State Revenue Costs	2.2 (e) Tax Audit Costs	$5,000
4.2	Risk Review Costs	2.2 (e) Tax Audit Costs	$5,000
4.3	R&D Incentive Review Costs	Not Included	Not Included

Deductible

Directors & Officers - Insured person for each claim	Nil
Company Reimbursement - Insured person for each claim	$ 2,500 limit
Entity Cover - Insured person for each claim	$ 2,500 limit
Employment Practices Breach - Insured person for each claim	$ 2,500 limit
Crime - each single loss	$ 5,000 limit
Tax Audit Costs - each single loss	$ 2,500 limit

Retroactive Date: Unlimited excluding any known claims or circumstance

Optional Extensions: No optional extension to apply unless otherwise shown below

Cyber Risks Optional Extension: Included

Policy Wording: DUAL Australia Management Liability Wording 11.20 v2

Endorsements:
Cyber Risks Clarification Endorsement No. 2 (Affirmative Conditional)
Joint Venture Partner Exclusion
Steadfast Product Enhancement Endorsement

Class of Policy:	MGT LIABILITY	**Policy No:**	AU00020431-000
The Insured:	Owners Corporation PS 643381X	**Invoice No:**	0040164
		Our Ref:	PS643381X

Endorsement Wording

CRC2 Cyber Risks Clarification Endorsement No. 2 (Affirmative Conditional)

This Policy contains exclusions or limitations relating to certain Cyber Acts or Cyber Incidents; subject always to these exclusions or limitations, any amounts otherwise payable under this Policy due to a Cyber Act or a Cyber Incident will be payable, subject also to all other terms, conditions, warranties, exclusions, and endorsements of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to,
smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1.1

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2

Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer violation expenses shall not include expenses incurred by any Client.

The maximum amount **we** are liable to pay under this Extension is $150,000.00 any one **claim** and in the aggregate, or the **indemnity limit,** whichever is the lesser, which is part of and not in addition to the **indemnity limit.**

ML00170 Joint Venture Partner Exclusion

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the **insured** for **loss** in connection with any **claim** brought by any **joint venture** partner of the **insured**.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

ML00207 Steadfast Product Enhancement Endorsement

It is agreed that the **policy** is amended to include the following:

Punitive, Aggravated, Exemplary and Multiple Damages Extension

This Extension applies to Insuring Clause 2.1, 2.2(a) and 2.2(b).

We agree to pay to, or on behalf of, the **insured** as **loss** any punitive, aggravated, exemplary or multiple damages, if **we** are not legally prohibited from doing so.

We are not liable to make any payment under this Extension for or in any way whatsoever in connection with:

a)Any other monetary payment, penalty or fine, the insurance of which is prohibited by the law where the **claim** is brought;

b)Fines or penalties ordered in any criminal proceeding, other than as

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described in the definition of **statutory liability**;
c)Any penalty awarded outside the jurisdiction or laws of Australia or New Zealand;
For the purpose of this Extension only, Definition 6.39(a) (Loss) shall not apply.
The maximum amount **we** are liable to pay under this Extension is $250,000.00 any one **claim** and in the aggregate, or the **indemnity limit**, whichever is the lesser, which is part of and not in addition to the **indemnity limit**.
Erroneous Transfer of Money or Securities Cover Extension
This Extension applies to and in addition to Insuring Clause 2.2(d) Crime:
We will pay the **direct financial loss** of the **company** caused by the wrongful retention by a **third party** of **money** or **securities** erroneously transferred to that **third party** which is **discovered** during the **insurance period**. Our liability under this Extension is only payable once the **company** has taken all reasonable steps to recover the erroneously transferred **money** or **securities** from the **third party**.
The maximum amount **we** are liable to pay under this Extension is $150,000.00 any one **claim** and in the aggregate, or the **indemnity limit**, whichever is the lesser, which is part of and not in addition to the **indemnity limit.**
Computer Violation Expenses Extension
This Extension applies to and in addition to Insuring Clause 2.2(d) Crime:
We will pay the **computer violation expenses** of the **insured**.
For the purpose of this Extension only, **computer violation expenses** shall mean reasonable expenses resulting from a covered **direct financial loss,** which is excess of the **deductible** (other than regular or overtime wages, salaries or fees of the **company directors,** officers or **employees** of an **insured** or office overheads, travel costs or other internal or external administration costs) incurred by an **insured,** with **our** prior written consent, to reproduce or duplicate damaged or destroyed Data or computer programs. If such Data or computer programs cannot be duplicated from other Data or computer programs, then **computer violation expenses** shall also include reasonable costs incurred for the time taken for computer programmers, technical experts or consultants to restore such Data or computer programs to substantially the same level or operational capability existing immediately before the covered **direct financial loss**.
Computer violation expenses shall not include expenses incurred by any Client.
The maximum amount **we** are liable to pay under this Extension is $150,000.00 any one **claim** and in the aggregate, or the **indemnity limit,** whichever is the lesser, which is part of and not in addition to the **indemnity limit.**
Major Shareholder Exclusion Amendment
It is agreed that Exclusion 5.8 (Major Shareholder) is deleted in its entirety and is replaced with:
5.10 Major Shareholder
Any **claim** or **investigation** brought by or on behalf of any shareholder of the **company**:
a)Who or which currently owns, controls or has an interest in, or previously owned, controlled or had an interest in, directly or

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indirectly, equal to or more than 20% of the voting share capital of the **company**, any **subsidiary** or any **associated company**; and
b)Who or which has or had at any time, any Board representation on the company, any subsidiary or any associated company;
At the time of the **wrongful act.**
Fraudulent, Dishonest and Wilful Conduct Exclusion Amendment
It is agreed that Exclusion 5.6 (Fraudulent, Dishonest and Wilful Conduct) is deleted in its entirety and is replaced with:
5.6 Fraudulent, Dishonest and Wilful Conduct
Any **claim** or **investigation** arising from or in any way connected with any **insured:**
a)Gaining any personal profit or advantage to which the **insured** was not legally entitled; or
b)Having improperly benefited from any **securities** transaction as a result of information that is/was not available to other sellers or purchasers of such **securities;** or
c)Committing any reckless, intentional, dishonest, fraudulent, or malicious act or omission or any reckless, intentional, wilful violation or breach of any statute, regulation, contract or duty;
Exclusion 5.6(c) shall only apply if it is established through a final, non-appealable determination adverse to the **insured**, or any admission by the **insured** against whom the conduct is alleged, that the relevant conduct did in fact occur.
In such event any **defence costs** that **we** have paid in advance will be reimbursed according to the respective interests of the **insured.**
General Condition 8.12 (Severability, Non-Imputation and Non-Avoidance) applies to this Exclusion.
Fines and Penalties Exclusion Amendment
It is agreed that Exclusion 5.17(d) is deleted in its entirety and is replaced with the following:
5.17(d) fines or penalties; or
Crime Specific Exclusions Amendment
It is agreed that Exclusion 5.19(a) is deleted in its entirety.
It is agreed that Exclusion 5.19(c)(i) is deleted in its entirety and is replaced with the following:
5.19(c)(i) a director, provided cover is still available to the **insured**; or
Insured Person Amendment
It is agreed that Definition 6.34 (**Insured person**) is deleted in its entirety and is replaced with the following:
6.34 Insured person means:
a)Any past, present or future **director**, shadow director, secretary, **officer**, or any natural person who by virtue of any applicable legislation or law is deemed to be a **director** or **officer** of the **company**, or any natural person **trustee**; or
b)Any **employee**, provided always that:
i) Such **employee** is acting in any managerial or supervisory capacity, or
ii) Such **employee** is involved in an **investigation**, or
iii) Such **employee** is the subject of a **claim** along with any **director** or
officer;
c)The estate, heirs, legal representatives or assigns of any deceased or mentally incompetent bankrupt or insolvent person in (a) above, but only in respect of loss arising from a **wrongful act** committed by such person;
d)A legal or de facto spouse, domestic partner or companion of a person in (a) above, but only in respect of **loss** arising from a

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wrongful act committed by such person;
e)Any natural person who is a past, present or future director of a corporate **trustee** of a **fund;**
f) Any person in (a) above or **employee** who holds an executive position in an **outside entity** at the specific request of the **company**;
g)For the purpose only of a **claim** for an **employment practice breach** against an **employee**, such **employee** shall also be considered an
insured person.
Insured person does not include:
i. A receiver, receiver and manager, official manager, liquidator, administrator, trustee or other person administering a compromise or scheme of arrangement made between the **company** and any other person or persons;
ii
.
Any company, organisation or other body corporate.
Employee Amendment
It is agreed that Definition 6.23 (**Employee**) is deleted in its entirety and is replaced with the following:
6.23 Employee means any person who is a past, present or prospective employee of the **company** whose labour or service is engaged
and directed by the **company** including volunteers, those undertaking an apprenticeship, traineeship, or work experience, part-time, casual, seasonal and temporary employees, but only while that natural person is acting in such a capacity.
Employee includes **independent contractors**.
For the purposes of this Endorsement, an **independent contractor** means any natural person working for the **company** in the capacity as an independent contractor and pursuant to an express contract between such contractor, which outlines and controls the nature of the **company's** engagement of such **independent contractors**.
In respect of Insuring Clause 2.2(d) Crime only, **employee** means any person who:
a)Is an employee; or
b)Is assigned by any agency providing temporary personnel on a contingent or part-time basis to perform duties within the usual duties of an employee, as described in (a) above, within the **company**.
However this definition does not cover any **loss** if such **loss** is also covered by any other insurance or sureties, including but not limited to any held by the agency providing temporary personnel to the **company**; or
c)Is an **insured person** while performing acts within the scope of the usual duties of an employee; or
d)Is in the service of any **fund** as fiduciary, **trustee**, administrator, **officer** or employee while performing acts within the scope of the usual duties of an employee,
At the time of the **dishonest act**, or for a period of up to ninety (90) days following termination of employment with the **company**.
Loss Amendment
It is agreed that clause 6.39(f) is deleted in its entirety.
Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force
and effect.

Our reference
BDD/ES

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CORRS CHAMBERS WESTGARTH

Sydney
Melbourne
Brisbane
Perth
Port Moresby

19 July 2022

By email
Lot Owners of the Fulton Lane Apartments
155 Franklin Street and 120 A'Beckett Street,
Melbourne VIC 3000
Australia

Contact
Emily Steiner (03) 9672 3271
Email: emily.steiner@corrs.com.au

Partner
Ben Davidson

Dear Sir/Madam

Victorian Civil and Administrative Tribunal Proceeding OC1977/2021
Fulton Lane Apartments: 155 Franklin Street and 120 A'Beckett Street, Melbourne

We act for the owners corporation of the Fulton Lane Apartments, Owners Corporation 643381X, in relation to the Victorian Civil and Administrative Tribunal (**VCAT**) proceeding OC1977/2021.

As you have previously been made aware, this proceeding is an application by the owners corporation for an exemption under section 170(b) of the *Owners Corporation Act 2006* (Vic) (**the Act**) to the requirement under section 59(1) of the Act for the owners corporation to hold reinstatement and replacement insurance. The application was made on the basis that the owners corporation has been unable to obtain such insurance on reasonable terms.

Please find **enclosed**, by way of service, a copy of the orders of Member MJF Sweeney, OAM dated 5 July 2022.

Regards



Ben Davidson
Partner

attachments

Civium Holdings VIC
7/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047
Ph: 1300724256 Email: levies@civium.com.au

Balance Sheet - O/Corp PS643381
"FULTON LANE"
151-165 & 118-134 FRANKLIN ST & A'BECKETT ST, MELBOURNE, VIC 3000

For the Financial Period 01/04/2023 to 03/10/2023

Consolidated

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS643381	$945,561.82	$978,965.80	$1,924,527.62
Macquarie Bank BSB: 183-334 Acc No: 234774016			
Accounts Receivable-	$73,967.45	$0.00	$73,967.45
Accounts Receivable	$1,777.51	$0.00	$1,777.51
Levies Receivable	$328,535.32	$72,664.19	$401,199.51
Total Assets	**$1,349,842.10**	**$1,051,629.99**	**$2,401,472.09**
Liabilities			
Accounts Payable	$5,057.00	$0.00	$5,057.00
BAS Clearing	$(3,487.71)	$4,325.45	$837.74
Paid in Advance	$20,491.73	$883.37	$21,375.10
Unidentified Deposits	$112.73	$0.00	$112.73
GST Clearing	$68,929.18	$(6,368.94)	$62,560.24
Total Liabilities	**$91,102.93**	**$(1,160.12)**	**$89,942.81**
Net Assets	**$1,258,739.17**	**$1,052,790.11**	**$2,311,529.28**
Owners Funds			
Opening Balance	$928,502.15	$641,599.79	$1,570,101.94
Net Income For The Period	$330,237.02	$411,190.32	$741,427.34
Total Owners Funds	**$1,258,739.17**	**$1,052,790.11**	**$2,311,529.28**

Owners Corporation PS643381X
Rules for Owners Corporation No. 1, 2, 3, 4 and 5
FULTON LANE
Franklin Street and A'Beckett Street Melbourne

RULES made pursuant to Section 138(1) of the Owners Corporations Act 2006

1 Definitions

In these rules, the following words have the following meanings:

Additional Rules means the rules set out in parts B, C, D and E of these Rules.

Subdivision Act means the *Subdivision Act 1988* (as amended).

Building means the buildings comprising the development known as the Fulton Lane Development, which includes any car parking and storage spaces situated within the building.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Car Parking Lot means a Lot which has a lot number that:

(a) does not include a letter; and

(b) starts with the number '6'.

Common Property means the common property on the Plan of Subdivision.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside windows of the Building {if applicable).

Developer means Setia (Melbourne) Development Company Pty Ltd ACN 143 464 804.

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

Land means the whole of the land described in the Plan of Subdivision.

LFA has the meaning given to the term "Lettable Floor Area" in the Planning Scheme.

Lot(s) means the lots on the Plan of Subdivision.

Manager means a manager appointed in accordance with section 119 of the *Owners Corporation Act 2006*.

Members means the members of the Owners Corporation.

Model Rules means the rules set out in Schedule 1 of the Owners Corporation Act and set out in Part 1 of these Rules.

Occupier means a person lawfully in occupation of a Lot.

Outgoings shall include {but not necessarily be limited to) all rates, charges, taxes and impositions (other than those levied directly against the Member's Lot), insurances of the Buildings and improvements (including but not limited to public risk and reinstatement), cleaning, electricity, fire protection, repairs and maintenance, security, bank fees, and associated government charges, garden maintenance, air conditioning of Common Property and like expenses associated with the maintenance and operation of the Common Property.

Owners Corporation means owners corporation No. 1 PS643381X and includes any Manager who, or committee established under section 100 of the Owners Corporation Act that has been duly appointed and delegated by the Owners Corporation to assume certain

powers and duties of the Owners Corporation and in particular to set out the terms and conditions referred to in any of these Rules.

Owners Corporations Act means the *Owners Corporations Act 2006* (as amended).

Planning Permit means planning permit no. TP2011-638 granted by the relevant authority in respect of the Building as modified from time to time.

Planning Scheme means the Melbourne Planning Scheme and includes any document which is replacement of or substitute for that scheme.

Regulations means Owners Corporation Regulations 2007.

Security Key means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property.

Storage Lot means a Lot which has a lot number that:

(a) does not include a letter; and

(b) starts with the number '7'.

Plan of Subdivision means Plan of Subdivision No. PS PS643381X.

Regulations means the Owners Corporations Regulations 2007 as amended from time to time.

Rules means the Model Rules and the Additional Rules.

Security Key means key, swipe card or any other device to secure or gain access to any part of the Building.

Unless the context other requires:

(i) headings are for convenience only;

(ii) words importing a gender include any gender;

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;

(iv) a reference to a person includes a reference to the person's executors, administration, succession, substitutes (including, without limitation, persons taking by novation) and assigns;

(v) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(vi) a reference to an Owners Corporation includes any elected committee of the Owners Corporation;

(vii) a reference to a thing includes part of that thing.

(viii) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers;

(ix) the obligations and restrictions set out 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, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given;

(x) if any term, clause or provision of these Rules or part thereof shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision of these Rules, except to the extent necessary to give effect to such invalidity;

(xi) any provision of these Rules which is illegal or unenforceable shall be ineffective to the extent of such illegality, voided or unenforceability without invalidating the remaining provisions; and

(xii) if there is any inconsistency between the Model Rules and the Additional Rules the Additional Rules prevail to the extent of the inconsistency.

Model rules for an Owners Corporation

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

This rule does not apply to:

chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

Subrule (2) does not apply if the concession or rebate—

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

3 Use of common property

3.1 Use of common property

An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

An approval under subrule (2) may state a period for which the approval is granted.

If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1 An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

2 An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

3 An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

4 An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

2 The party making the complaint must prepare a written statement in the approved form.

3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

4 If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

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

7 If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of *the Owners Corporations Act 2006*.

8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

A ADDITIONAL RULES

NEGATIVE OBLIGATIONS

1 USE OF COMMON PROPERTY AND LOTS

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1.1 damage, deface or obstruct any entrances, passages, stairways, landings, pathways, skylight or any part of the Common Property or use them for any purpose other than the purpose for which they are provided;

1.2 obstruct the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property;

1.3 obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway, common walkway (paths of travel) or landing in the Building to be obstructed;

1.4 use any fire appliance or fire equipment for anything other than extinguishing a fire i.e. fire hose reels must not be utilised to wash vehicles, hose down paths etc;

1.5 enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;

1.6 use or permit a Lot to be used in a manner that would contravene the Planning Scheme or restrictions placed on the Plan of Subdivision;

1.7 use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation of the Building or may cause a nuisance or a hazard to the health and safety of a Member, Occupier or user of another Lot;

1.8 smoke or allow any of its employees or visitors to smoke within the Common Property, outside the main entry doors or in any place around the outside of the Building which may cause a nuisance to Members and Occupiers;

1.9 dispose of any cigarette butts or ash on to the Common Property;

1.10 consume food, alcoholic beverages or other beverages on the Common Property;

1.11 use any Owners Corporation electricity or utilities for personal use without the prior written consent of the Owners Corporation;

1.12 allow any part of a Lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the external amenity or appearance of the Building;

1.13 a Member or Occupier of a Lot must not use or store on a Lot or the Common Property any flammable chemical, liquid, gas or other flammable material; and

1.14 permit any child under the control of any Member or an Occupier of any Lot to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times.

2 VEHICLES, DRIVEWAY, CAR PARKING AREAS & BICYCLES

A Member must not and must ensure that the Occupier of a Member's Lot does not:

2.1 use a Car Park Lot for any other purpose than parking of a registered motor vehicle; or carry out any work or repairs to a motor vehicle on the Car Park Lot;

2.2 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 or exit to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation. A charge of $50 plus GST per hour or such greater amount as may be specified by the Owners Corporation will apply to each infringement of this Rule;

2.3 permit bicycling, rollerblading, skateboarding, roller skating, or ball games in the car parking areas, driveways or access pathways or any part of the Common Property;

2.4 store any private items or materials other than a motor vehicle on any Car Park Lot or part of a Lot being for car parking unless first having obtained the prior written consent of the Owner's Corporation. This does not apply to Car Park Lots which are attached to Storage Lots

2.5 store or place any bicycle or motor cycle or scooter or any other private materials or goods on or in the Common Property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

2.6 access the bike storage area without a Security Key. Note: Any bikes/items stolen from the bike storage area are not the responsibility of the Owners Corporation and any person who utilises the bike storage area does so at their own risk;

2.7 allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and free of any oil, grease and fluids of any kind. Same is to be removed immediately upon notification of build up by the Owners Corporation;

2.8 no structures including storage cupboards are to be erected within the car park area without the written consent of the Owners Corporation. No flammable products may be stored within the car park area;

2.9 store or accumulate in public view or permit to be stored or accumulated any materials, goods or debris on any car parking areas forming a Lot or part of a Lot;

2.10 wash or service any vehicle or machinery within the car park or the Common Property unless an area designated by the Owners Corporation;

2.11 permit a visitor of their Lot to use those spaces allocated for visitors parking for more than 24 hours without the prior written consent of the Manager;

2.12 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies, lifts or other parts of the Common Property other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation for such purpose from time to time; and

2.13 permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation for such purpose and fitted with bicycle racks from time to time.

3 CAR PARK MANAGER

3.1 All Members acknowledge and agree that a car park manager may be appointed or licensed by the Owners Corporation on terms acceptable to them which involves access to all Common Property driveways.

4 NOISE

4.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property or any Lot;

(b) make or permit to made noise from musical instruments, radios, televisions etc and any other sound equipment or machinery which may be heard outside the Member's

Lot between the hours of Monday, Tuesday, Wednesday and Thursday 10pm and Barn & Friday, Saturday, Sunday 11pm and Barn; and

(c) hold any social gathering in the Member's Lot which makes noise that may be heard outside the Member's Lot at any time.

4.2 Washing machines, vacuum cleaners, tumble dryers and dishwashers must not be used between the hours of 10pm and 6am.

5 BALCONIES, WINDOWS AND OUTWARD APPEARANCE

5.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) hang or place on or from any balcony or in or from any window of a Member's Lot or in or about the Common Property anything including but not limited to washing, towels, bedding and clothing which adversely affects the outward appearance or state of repair of a Member's Lot or the Building or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the Building by Members or Occupiers;

(b) keep or allow anything belonging to a Member or Occupier of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Owners Corporation to remove the item after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the Building, Lots or the Common Property by Members and Occupiers.;

(c) install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, antenna or satellite dish, security door, bars, grills or fly wire screen) which can be viewed from the exterior of the Building;

(d) construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio, or balcony or place on any terrace, patio or balcony any spas, hot tubs or other items which may be of a weight that might adversely affect the terrace patio or balcony without having first obtained written consent of the Owners Corporation;

(e) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building;

(f) install or operate any intruder alarm which emits an audible signal;

(g) place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property which can be viewed from the exterior of the Building;

(h) install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plan in the Building which can be viewed from the exterior of the Building;

(i) install any pipes, wiring, cables or the like to the external face of the Building;

(j) install, leave or place on any terrace, veranda or balcony any item including (without limitation), a barbeque, outdoor heater, pots, plants or shrubs which can be viewed from the exterior of the Building without the prior written consent of the Owners Corporation or which may otherwise affect the use and enjoyment of the Lots and the Common Property of the Building by Members or Occupiers; and

(k) allow any part of the Lot including any balcony to become unkempt, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building.

5.2 A Member or Occupier who has plants on its Lot whether on a balcony or otherwise must:

(a) ensure that the plants are properly maintained and securely fixed or tethered; and

(b) not water the plans in such a way that water may escape onto the Lot, the Common Property or other Lots.

6 SIGNS, BLINDS & AWNINGS

6.1 A Member or Occupier of a Lot must not:

(a) display publicly on any portion of the Common Property, including any noticeboard on the Common Property, any placard, sign or advertisement of any kind, including but not limited to any for sale or for lease boards visible from outside the Lot;

(b) install or permit the installation of any awnings, blinds or curtains other than as approved by the Owners Corporation prior to such installation;

(c) install or permit the installation of any car park signage;

(d) tamper with any signage, display cases or tenancy or business boards in the Common Property;

(e) install, erect, paint, affix or maintain anything (including any advertisement or notice) on the inside of a Lot which will be visible from outside the Lot; and

(f) advertise in or on the Common Property by the use of handbills or sandwich boards.

7 WASTE AND GARBAGE

7.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) put any garbage or refuse anywhere on the Common Property other than in garbage bins or rubbish chute designated by the Owners Corporation;

(b) put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;

(c) put any waste or garbage in Owners Corporation garbage bins or rubbish chute unless securely tied in a plastic bag;

(d) store or keep waste or garbage other than in properly tightly secured receptacles in an area specified for such purpose by the Owners Corporation;

(e) deposit any items or articles of rubbish including but not limited to any items of a non household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation;

(f) burn any rubbish or waste in or upon the Lot or the Common Property; and

(g) throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7.2 Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

7.3 Cardboard boxes and packaging must be broken down, tied with string and neatly packed in the garbage area.

7.4 Recyclable items, (without limitation, paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation.,

7.5 All commercial waste must be removed from the Building at the cost of the occupant.

8 ANIMALS

8.1 A Member must not and must ensure that the Occupier of a Member's Lot does not keep any domestic animal or pet on a Lot unless the Manager in its discretion gives permission in writing on such terms as the Manager may impose and such permission may be revoked by the Manager at any time without assigning any reason. All requests are required to be put in writing to the Owners Corporation.;

8.2 A Member or Occupier of a Lot must ensure that any animal belonging to the Member or Occupier:

(a) does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal, including without limitation footprints; and

(b) is kept on a lead or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary.

8.3 No pets are to be brought in or out through the front entrance to the Building; the back entrance to the Building must be used at all times for this purpose.

9 SECURITY

9.1 Each Member or Occupier of a Member's Lot must comply with the reasonable requirements of the Building Manager in relation to the security of the Common Property.

9.2 The Owners Corporation must take all reasonable steps to ensure the security of the Building from intruders and to preserve the safety of the Building from fire or other hazards and if it considers it necessary or desirable it may, without limitation:

(a) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;

(b) permit, to the exclusion of Members, any part of the Common Property to be used by any security person as a means of monitoring the security of the Building; and

(c) restrict access of Members of Lots of one level of the Building to any other level of the Building.

9.3 The Owners Corporation may make rules and regulations to ensure the security of the Building from intruders.

9.4 If the Owners Corporation restricts the access of Members under these rules the Owners Corporation must make a Security Key available to each Member tree of charge in the quantity which the Owners Corporation considers reasonably necessary.

9.5 The Owners Corporation may charge a reasonable tee for any additional Security Key required by a Member.

9.6 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) permit any Security Key to be held by or used by any person other than the Member or an Occupier of the Lot who has agreed to return the Security Key to the Member or the Owners Corporation;

(b) duplicate or permit any Security Key to be duplicated nor lose a Security Key nor hand a Security Key to any person other than another Member or Occupier nor dispose of any Security Key otherwise than by returning it to the Member or the Owners Corporation;

(c) enter an area to which the Security Key provided by the Owners Corporation has not got access by the Security Key;

(d) keep any Security Key on a key ring or any security card in a container which has any identification with the Building;

(e) permit any person to enter the Building with a Member or Occupier unless that person is known to the Member or Occupier as a resident in the Building;

(f) prop or wedge open any security door or window;

(g) access the car park area without using the remote control system or by following another vehicle in; and

(h) leave any external doors of the Building open after entry or exit or leave any windows which give access to the Common Property open after leaving the area.

10 USE OF LIFTS

10.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) use the lifts for any other purpose other than to gain pedestrian access to its Lot as directed by the Owners Corporation;

(b) hold the lift doors and/or prevent the doors of the lift closing for any period of time so as to interfere with the normal operation of other Members/Occupiers use of the lifts;

(c) press the alarm or stop button except in an emergency situation; and

(d) press any button other than the one representing the floor or level that the lift is required to stop at; or

(e) jump in or behave in any manner that may affect the lifts normal function.

11 ACCESS TO LOTS

11.1 A Member must not and must ensure that the Occupier of a Member's Lot does not refuse or impede access by the Owners Corporation or any person undertaking work under the authority of the Owners Corporation for the purpose of installing, servicing or removing any pipes ducts or other equipment, including window cleaning, in respect of which an easement exists under Section of the Subdivision Act 1988.

11.2 Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Owners Corporation or the Manager and their servants agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot Member in cases where such leakage or defect us due to any act or default of the Lot Member or its invitees). The Owners Corporation and the Owners Corporation Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Member or Occupier as is reasonable in the circumstances.

12 BEHAVIOUR OF MEMBERS, OCCUPIERS AND INVITEES

12.1 A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective guests, visitors and invitees of any kind and for any purpose whatsoever does not:

(a) dress inadequately or inappropriately, create any noise or use language or behave in a manner, including sexual harassment and discrimination, likely to cause offence, embarrassment or likely to interfere with the peaceful enjoyment of a Member or Occupier of another Lot or any person lawfully using the Common Property;

(b) enter the Common Property without the consent or approval (actual or implied) of such Member or Occupier; and

(c) use the foyer other than to gain access or exit to the Building.

12.2 A Member or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or Occupier comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the Building.

13 MOVING IN AND MOVING OUT POLICY

13.1 A Member must not and must ensure that the Occupier of a Member's Lot does not move furniture or bulky items through the Common Property except in accordance with the policy set out in Rule 13.2.

13.2 Members or Occupiers must

(a) advise the Owners Corporation of all pending removalist and or bulky item delivery activity at least 48 hours prior to the move and or delivery; the Building Manager must be notified prior to move in/out;

(b) move in and out only on Mondays to Fridays 9.00am - 4.00pm and Saturdays 8.00am - 1.00pm and must not use any other access to the Building other than from the loading dock;

(c) Not move any furniture, equipment or goods via any stairs, lifts or other parts of the Common Property unless with the prior written approval of the Manager or at the direction of the Building Manager (the Manager or Building Manager will not be liable for any loss or damage);

(d) provide a point of contact at the Building to contracted removalists, delivery persons and or persons assigned to facilitate the move;

(e) prior to the commencement of the move or delivery conduct a thorough inspection of all floors, walls, ceilings and doors for previous damage;

(f) place protective floor coverings in place one hour prior to the move or delivery commencing;

(g) remove protective floor coverings within an hour of the move or delivery being completed;

(h) supervise constantly and vigilantly the move or delivery;

(i) at the completion of the move or delivery, liaise with persons concerned with the 'move' or delivery and conduct a walk through to facilitate a property inspection report of all areas utilised by the removalist staff and or delivery personnel;

(j) note and if necessary arrange digital photographs to be taken of any damage to the Common Property; and

(k) provide a copy of the property inspection report along with copies of any digital photographs to the removalists and Manager.

13.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Member or Occupier of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair.

13.4 The Member or Occupier of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

13.5 A Member or Occupier of a Lot may be asked to pay a surety, the amount of which will be determined by the Manager, prior to moving in or out of the Building. Any damage caused as a

result of the move in or out will be deducted from the surety and the balance of which will be refunded within 7 days of the completion of the move.

14 SERVICES

14.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or Occupier of a Lot must not do anything or permit to be done on or in relation to that Lot or the Common Property so that:

(a) the structural integrity of any part of the Common Property is impaired; or

(b) the provision of services through the Lot or the Common Property is interfered with in any way; or

(c) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.

14.2 The toilets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those which they were constructed. Any costs or expenses resulting from any damage or blockage or repairs will be paid on demand by the Lot Member or Occupier causing the damage or blockage.

15 ALTERATIONS OF LOTS AND COMMON PROPERTY

15.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) make any alteration to the Lot whether structural or otherwise which changes the appearance of the exterior of the Lot or of the Building on the Lot or make any structural alterations to the interior of the Lot which may affect the structural integrity of the Building in which the Lot is situated or paint the exterior of the Lot or the Building on the Lot except with the same colours as are used in the Building without first having obtained the prior written consent of the Owners Corporation and then only upon the observance of any conditions imposed by the Owners Corporation including if required the execution of an appropriate indemnity and the payment of any costs occasioned to the Owners Corporation; and

(b) make any alterations or additions to any glazing, buildings, services or equipment on the Common Property without the prior written consent of the Owners Corporation and then upon the terms of any such consent.

16 FIRE CONTROL

The Building is designed in compliance with the Building Code of Australia as amended by the provisions of the Fire Engineering Report. Details of the "Building Owners Responsibility" summary report are contained in the Apartment Owners Manual. Therefore a Member Occupier of a Lot must:

(a) not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escapes;

(b) ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its Lot;

(c) ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary; and

(d) comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including

allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

17 BUILDING WORKS

17.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) undertake any building works within or about or relating to a Member's Lot unless:

(i) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager; and

(ii) Owners Corporation written consent has been obtained;

(iii) such works are undertaken strictly in accordance with permit approvals;

(iv) such works are undertaken with a minimum or nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots;

(v) such works are undertaken in accordance with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property and on-site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein; and

(vi) the servants agents and contractors of the Member or Occupier undertaking such works observe the following restrictions in respect of the works:

(A) building materials must not be stacked or stored on the Common Property;

(B) scaffolding must not be erected on the Common Property;

(C) construction work times must comply with the local laws of the City of Melbourne;

(D) the exterior appearance of the Building on the Lot and the Common Property must at all times be maintained in a clean tidy and safe state; and

(E) construction vehicles and construction workers' vehicles must not be parked in the Common Property;

(b) proceed with any such works until the Member or Occupier:

(i) submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(ii) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and

(iii) receives written consent to those works from the Owners Corporation, which consent must not be unreasonably withheld but which consent may be given subject to the condition that the reasonable costs of the Owners Corporation's consent must be paid by the Member (*Note*: costs may include the costs of

building consultants engaged by the Owners Corporation to consider such plans and specifications); and

(iv) pays the costs referred to in Rule 16.1(b)(iii) to the Owners Corporation;

17.2 The Member or Occupier of a Lot must within 7 days make good any damage occasioned to the Building or the Common Property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporations election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

18 LEASING OR LICENSING A LOT

If a Member allows another person to occupy any part of their Lot (for example, under a lease or license) the Member must:

(a) provide that person with an up-to-date copy of these Rules;

(b) ensure that person and their visitors and invitees comply at all times with these Rules; and

(c) if they do not comply, take all action available to the Member to make them comply.

19 SPECIAL RIGHTS FOR THE DEVELOPER

For a period of 10 years from the date of the First Meeting of the Owners Corporation, nothing in these Rules will prevent or hinder the Developer from completing construction and/or improvements on the Lots and the Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

(a) use any Lot as a display Lot to assist in the marketing and sale of the other Lots;

(b) place anywhere on the Common Property signs and other materials relating to sale and/or lease of Lots;

(c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot; and

(d) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

20 MISCELLANEOUS

20.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;

(b) hold or allow to be held on any part of the Common Property any sale or auction;

(c) permit any trades people or work people to be on a Lot or the Common Property:

(i) on a Saturday, Sunday or public holiday; or

(ii) before 8:00am or after 5:00 pm on any other day; and

(d) install in any Lot a safe or other item of greater mass than 100kg when full or generating a floor loading greater than 150kg per square metre when full, without the consent of the Owner's Corporation.

20.2 A Member or Occupier of a Lot must comply with any booking system which may enforced by the Owners Corporation for the sole use of any shared common facilities.

B POSITIVE OBLIGATIONS

A Member and/or an Occupier of a Member's Lot must observe the following positive obligations:

21 COMPENSATION

21.1 Compensate the Owners Corporation in respect of any damage to the Common Property or services or equipment or personal property of the Owners Corporation or under the care or control of the Owners Corporation caused by the Member or Occupier of the Member's Lot or any licensee or visitor or other invitee of the Member or Occupier.

22 ACCIDENTS AND DEFECTS

22.1 Make good immediately all damage to and dirtying of the Common Property or the services which are caused by building works, if the Member or Occupier fails to immediately do so, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Member or Occupier shall indemnify the keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

22.2 Make good any forthwith damage resulting from such works (within 7 days) or, if the Owners Corporation elects to make good any such damage itself reimburse to the Owners Corporation the cost of making good any such damage.

22.3 Promptly notify the Manager and/or the Building Manager in writing of any accident occurring in the Building or on the Lots or the Common Property or any defect in or damage to the Building, Lots or the Common Property of which they become aware; and

22.4 Promptly notify the Manager and the Building Manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware.

23 CLEANLINESS

23.1 Keep the Member's Lot clean and in good repair and condition including any terrace or balcony.

23.2 Take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects.

23.3 Ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

23.4 Ensure that its Car Parking Lot(s) is free of oil and other liquids or substances.

24 PETS AND ANIMALS

24.1 Remove any pet or animal from its Lot if requested to do so by a written notice given by the Owners Corporation.

24.2 Ensure that any animal in its control does not urinate or defecate on the Common Property, including internal courtyards, and must clean up immediately any mess caused by its animal.

24.3 Ensure that any animal in its control is kept on a lead, carried or in a cage whilst on the Common Property.

25 SECURITY

25.1 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation and the Building Manager's reasonable directions about the Building's security.

25.2 At the Member's cost replace any Security Key which is issued to the Member by the Owners Corporation or the Building Manager.

25.3 Upon request account for all Security Keys issued to the Member by the Owners Corporation or the Building Manger.

25.4 Advise the Owners Corporation immediately of any lost access cards or keys.

25.5 Advise the Owners Corporation whenever a change of user of a Security Key occurs.

26 WINDOWS

26.1 Replace all broken windows on balconies or terraces in a Member's Lot.

27 EMERGENCIES

27.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice.

27.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.

28 CO-OPERATION

28.1 Work with the Owners Corporation and the Building Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, the Common Property and the services contained therein.

29 ADDRESS OF MEMBERS

29.1 Advise the Owners Corporation of the private address and telephone number of the Member or if the Member is a company, the registered office of the company. Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

30 MEMBER'S MAIL

30.1 Keep and must ensure that the Occupier of a Member's Lot regularly clears the mail box for that Member's Lot daily. If the mail box is located on the Common Property and is not regularly cleared, a Member must allow and must cause the Occupier of that Member's Lot to allow the Owners Corporation to clear the mail box.

31 FIRE EQUIPMENT

31.1 Provide and maintain in the Member's Lot all fire equipment required under building regulations or requirements of any relevant fire authority;

32 FALSE ALARMS

32.1 Pay any charges made by any fire authority arising from a false alarm from the activation of a smoke detector in the Member's Lot or from a false alarm otherwise occasioned by the Member or Occupier or by any other person for whom the Member or Occupier could be held responsible;

33 CHANGE OF USE OF LOTS

33.1 Give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation. Example: If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

34 BEHAVIOUR OF MEMBERS, OCCUPIERS AND INVITEES ON COMMON PROPERTY

34.1 Take all reasonable steps to ensure that:

(a) guests of the Member 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;

(b) invitees to the Building do not remain on the Common Property unsupervised except to enter and exit the Building; and

(c) all invitees leaving after 11.00 pm leave quietly, take all reasonable steps to ensure that invitees comply with these Rules and ensure that any invitee who does not comply with the Rules immediately leaves the Building.

35 COMPLIANCE WITH LAW

35.1 Comply promptly and ensure that the Occupier of the Member's Lot complies promptly and at the expense of the Member or Occupier with all laws relating to the Lot including, without limitation, any requirement notice or order of any Government Agency.

36 OCCUPATIONAL HEALTH & SAFETY

36.1 Ensure that, in relation to any works, including building works and the engagement of removalists or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

37 EXHAUST/VENTILATION SYSTEM

37.1 Ensure that if the Member or Occupier's use of the Lot requires any form of exhaust or ventilation system to be used, then the Member or Occupier must provide the Owners Corporation with such details as to servicing, filter changing and cleaning as the Owners Corporation will require from time to time. Copy of service dockets must be forwarded onto the Manager for reference.

38 PENALTY INTEREST

38.1 The Member must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Act, Regulations or the Rules until they are paid.

38.2 Any payments made for the purposes of these Rules will be appropriated first in payment of any interest on unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

39 LEGAL COSTS

39.1 If the Owners Corporation incurs legal fees and disbursements as a result of failure of a Member or Occupier of a Lot to:

(a) pay fees or other moneys due to the Owners Corporation; or

(b) observe these Rules, the Subdivision Act 1988 or the Owners Corporation Act 2006 or any regulations thereunder,

such legal fees may be debited to the account of the Member and shall be recoverable from the Member whether such costs were awarded to the Owners Corporation in the proceedings against the Member or Occupier or not;

39.2 The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach, by any Member, or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation.

40 DELIVERIES

40.1 Ensure that no deliveries shall be made to the Members or Occupiers before 8.00 am on any Weekday or before 9.00 am on any Saturday, Sunday or Public Holiday.

C ADDITIONAL RULES GYM/THEATRE

41 THEATRE

The theatre is available for exclusive bookings under the following conditions:

(a) Members and Occupiers must book the use of the theatre located in Owners Corporation 1 with the Building Manager;

(b) a bond is to be paid to the Building Manager or the Manager at least 24 hours prior to the booking date;

(c) the theatre is to be cleaned after each use on the same day as the theatre is used to ensure the bond is refunded; and

(d) the bond may be retained by the Owners Corporation to carry out any cleaning and repairs if required.

42 GYM & SWIMMING POOL

Members and Occupiers must abide by the gymnasium and swimming pool rules as agreed to from time to time by the Owners Corporation or its committee.

43 SUB COMMITTEES

Members may from time to time elect to appoint sub committees.

D ADDITIONAL RULES - RETAIL/COMMERCIAL LOTS

44 SIGNAGE

44.1 Business signage and advertising visible from the exterior of the Building must be approved by the Owners Corporation prior to erection, such approval not to be reasonably withheld.

45 TRADING HOURS

Any business conducted in a Commercial Retail Lot which includes the service of alcohol or the provision of live entertainment or amplified music must not trade after 11.00 pm on any day without the prior written consent of the Owners Corporation.

46 USE OF LIFTS

The residential lifts must not be used to transport any goods through the lift and the ground floor foyer of the Building.

47 MOTOR VEHICLES

A Member or Occupier of a Lot must upon request provide the Owners Corporation the make, model and registration number of each motor vehicle owned or regularly used by the Member or Occupier or their respective employees who park in the Lot.

48 FIRE EQUIPMENT

All fire equipment must be provided for and maintained within its Lot on a regular basis according to current legislation at the cost of the Member.

49 DELIVERIES

All deliveries of stock or other material must be made in such a manner and at such times as shall cause minimum disturbance to the Members and Occupiers of other Lots.

50 WASTE REMOVAL

Waste must not be emptied into bins or other receptacles before 8.30 am on any Weekday or before 9.30 am on any Saturday, Sunday or Public Holiday.

February 24, 2023

civium

Civium Holdings (VIC) Pty Ltd

Brisbane | Sydney | Canberra | Melbourne

ABN: 35 135 248 047

7/574 Plummer Street, Port Melbourne VIC 3207

PO Box 715, Port Melbourne VIC 3207

p | 1300 724 256

RE: Cladding Update for Owners in Fulton Lane

Dear Owners

As you are aware the Fulton Lane Owners Corporation (OC) is subject to a Building Order in relation to its cladding, and as such, cannot source Building Insurance under Section 59 of the Owners Corporation Act 2006.

To date the Owners Corporation has engaged various fire consultants to test and report on the cladding. The results of the testing were presented to Cladding Safety Victoria (CSV) in mid- 2022. In the last month, there has finally been movement by the government on this matter. The OC therefore wish to update owners on what is happening.

So, what's new?

The OC has engaged a consultant firm to open doors and make representations to high levels of government regarding our Cladding and Insurance issue. Since the State Election, the OC has been able to present its case to the CEO of Cladding Safety Victoria and Acting CEO of Victorian Building Authority (VBA) and have been introduced to the Department of Transport & Planning (DTP) to have further discussions. Meetings have also been held with the City of Melbourne's Municipal Building Surveyor (MBS) and preliminary inquiries made with the Insurance Council of Australia (ICA) and with underwriter engineers to test whether they would potentially underwrite should a proposed testing solution indicate acceptable safety/risks that can be mitigated.

Why hasn't the Government funded cladding replacement at Fulton Lane?

As the Municipal Building Surveyor has referred the OC to CSV, there is an expectation that CSV should fund any cladding removal required.

CSV has indicated that government policy on funding is set by DTP and not CSV. As such, the risk profile to issue a Building Notice does not equate to the risk profile for allocating funding, given that cladding rectification costs in the state are much higher than the government's current $600 million funding pool for cladding.

The OC's combustible cladding thus sits in a proverbial "no man's land" as it is not so dangerous that it is a high risk, but not insignificant enough to be a low risk. Add to this that the OC has good sprinklers and fire systems and Fulton Lane has not been viewed as a priority

for government funding of cladding removal. This is unacceptable to the OC as it doesn't make sense to have one definition of cladding risk from CSV and a different one from the MBS.

What is CSV and MBS doing for Fulton Lane?

CSV and MBS have proposed the undertaking of a full-scale façade test by a world leading engineer to be funded 50% by CSV. This would provide an objective analysis of the OC's cladding and based on the results of this test, the Building Order may be retracted, or a much cheaper mitigation strategy may be endorsed.

What has the OC done about insurance at Fulton Lane?

As you are aware, the OC has an exemption from VCAT to not hold insurance until July 2024. The OC has requested insurance coverage from the local Australian market but no existing insurer is currently willing to insure the building.

The OC has enquired about insurance coverage from the international market. This too is no guarantee but the premium estimate by a broker is around the $2.5 million per annum mark. This is 5 times the local insurance cost and would be equivalent of doubling your annual OC fees to fund. This does not appear to a feasible proposition.

While no insurance can be guaranteed, at least one leading insurer has advised it would be open to respecting the results of the full façade test, assuming an agreed methodology is found. The OC is seeking a formal meeting with the ICA once it is armed with the required information to seek assurances that it will support the full façade testing regimen undertaken with CSV.

The OC is also scheduling a meeting with DTP to investigate government assistance in securing building insurance coverage whilst it finds a solution to the cladding issue.

What are the next steps?

- The OC to move forward with full façade testing in partnership with CSV
- The OC to meet with the ICA and key insurers to agree to a pathway to sourcing insurance for the building
- The OC to meet with DTP to try and source government backed insurance for the building
- The OC to meet with the MBS to request the Building Order be retracted should test results show acceptable risk

Expectations for Fulton Lane

This issue was caused by the government, so it is the responsibility of the government to find a solution to this issue for Fulton Lane. It is an extremely complicated issue, there are multiple levels of bureaucracy at play and the wheels of government move slowly, which has been extremely frustrating. But we are at the stage now where the government is being responsive and genuinely engaging to find a solution.

The testing recommended by CSV may take 6 months or more to complete.

The information in this notice has been provided by the OC for the sole purpose of updating the owners on the status of the cladding on the property. The OC is taking all steps it considers necessary to resolve the cladding issues but the final outcome remains uncertain. The OC makes no representations, warranties or undertakings as to the process, or outcome of the cladding issues. The information provided is subject to change and should not be relied upon by the owners in any context.

The OC hopes to be able to provide you with a further update once the CSV full scale testing has been conducted and when a decision is presented regarding insurance coverage.

Kind Regards



Shem Naidu, General Manager VIC
Civium
Shem.naidu@civium.com.au

For and on behalf of PS643381X

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au
DX210487
ABN 55 370 219 287

8 December 2021

Owners Corporation No. 1 PS643381X
C/o - Civium Property Group
39/574 Plummer St
PORT MELBOURNE VIC 3207

Dear Sir/Madam

BUILDING NOTICE: 725809

151-165 Franklin Street Melbourne VIC 3000

I refer to the attached copy of the building notice dated 8 December 2021 issued to you pursuant to Section 106 of the Building Act 1993 in relation to the property at the above mentioned address.

An inspection was carried out on 26 November 2021 and identified a number of non-complying safety matters which require your attention and action. The building notice details the deficiencies that were identified at the time of the inspection.

I strongly urge you to provide written representations to the matters raised in the building notice within 60 days stating why you should not undertake the building work as detailed in the notice. Please note that the building notice does not order you to undertake any building work/s. Undertaking the required building work as detailed in the building notice will either require a building order or a building permit to be issued prior to the commencement of any such work.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the notice. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 so as to determine any planning permit requirements.

Please note that should no representations be made in relation to the matters contained in the notice within the prescribed time period, a building order may be issued ordering you to undertake building work.

Please contact Jacob Halstead on 9658 9658 or email clading@melbourne.vic.gov.au should you have any queries in relation to these matters.

Yours faithfully



Matthew Patterson
Deputy Municipal Building Surveyor

Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

Our reference: 725809

Form 11 Regulation 180, Building Regulations 2018

BUILDING NOTICE

Section 106 of the *Building Act* 1993

CITY OF MELBOURNE

Notice No: 725809

This building notice is made under section 106 of the *Building Act 1993*

TO: Owners Corporation No. 1 PS643381X
C/o - Civium Property Group
39/574 Plummer St
PORT MELBOURNE VIC 3207

FROM:

1. I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised to cause a building notice to be served to you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the *Building Act 1993*.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

2. 151-165 Franklin Street Melbourne VIC 3000

3. **INSPECTION DETAILS:**

The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this notice, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: 10:30 AM
Date of inspection: 26 November 2021
Name of person: Jacob Halstead
Qualification of person: Bachelor of Building Surveying

4. **REASON(S) WHY THIS NOTICE WAS SERVED:**

In accordance with section 106 of the Building Act 1993, I am of the opinion that the following circumstance exists:

4.1. **Danger to life, safety or health from Building**

The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property

4.1.1. Aluminium Composite Panels (ACP) have been identified in part as being used as a component on the external walls on the building. ACP are considered to be a combustible material, whereas the Building Code of Australia (BCA) requires external walls of this building construction Type to be of non-combustible construction, as defined in the BCA.

For examples of the location and configuration of the ACP on the building see the Appendix attached to the rear of this Building Notice.

5. **SHOW CAUSE PROCESS:**

Under section 108 of the Building Act 1993, you are required to show cause within 60 days of the date of service of this notice -

5.1. Why you should not be required to carry out the building work identified in this notice in relation to the building.

5.1.1. Remove/replace all of the combustible Aluminium Composite Panel on the building with a material compliant with the Building Code of Australia (BCA)

OR;

5.1.2. Remove and replace the combustible Aluminium Composite Panel on the building as far as is reasonable practicable whereby it can be demonstrated (to be verified through a Section 160A application via the Building Appeals Board, for design determination) that the cladding extent and configuration satisfies the BCA performance requirements.

5.2. **Specified period for making representations:**

60 days

5.3. **Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing

BUILDING NOTICE SERVED BY:

Matthew Patterson
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 36149

Address: Council House 2, Level 3, 240 Little Collins Street, Melbourne VIC 3000

Signature: 

Important: Pursuant to Section 230 of the Building Act 1993, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of this Notice.

Dated: 7 December 2021
Notice No: 725809

If you have any queries in relation to this document, please contact Jacob Halstead on the contact details below:
Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

NOTES:

What is a Building Notice?
A Building Notice is a "show cause" notice. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?
An authorised officer of the City of Melbourne Building Control Group has recently inspected the property and identified general safety deficiencies. Under Section 106 of the *Building Act* 1993 (Vic), the Municipal Building Surveyor has a duty of care to see that these deficiencies are adequately addressed via the Building Notice format.

What are you required to do?
It is in the owner's best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively submit a submission agreeing to undertake the works. In which case, the submission should include a schedule of works containing details of when the works will be completed. It is important to respond to all items and address them individually.

In most cases, it is in the owner's best interest to engage a suitable professional to act on his/her behalf in order to achieve a more favourable result. If the matters raised in the notice are of a technical nature, an informed technical argument from a competent professional in the relevant field is required. If you require advice on suitable professions, please contact the Building Department on 9262 6421. Please ask for the officer named in the covering letter.

Consideration of statements
The Municipal Building Surveyor will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the "show cause" period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled or, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions or, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, compliance with a Building Order is enforceable in the Magistrates Court.

What if you do nothing?
The intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued and contain all the directions detailed in the notice.

Representations by owner
Pursuant to Section 109 of the Act, an owner may make representations to the Municipal Building Surveyor about the matters contained in the building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

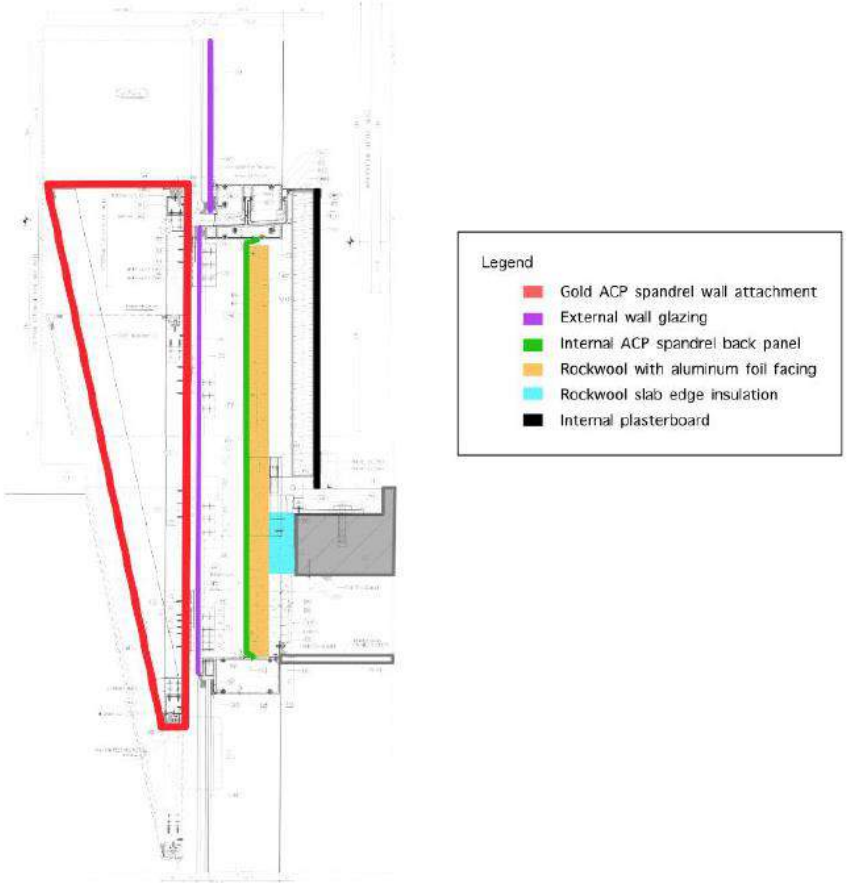
Cancellation of a building notice
Pursuant to Section 110 of the Act, the Municipal Building Surveyor may cancel a building notice if he or she considers it appropriate to do so after considering any representations made under Section 109.

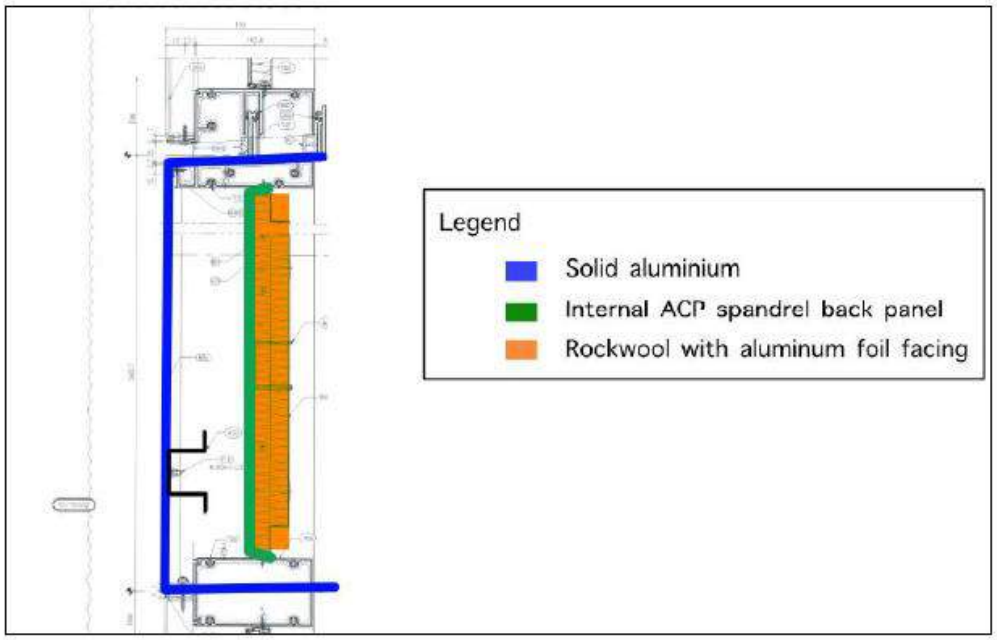
Building Order
Subject to Section 107 of the Act, the Municipal Building Surveyor may make a building order under Section 111 after the end of the time allowed by the building notice for making representations.

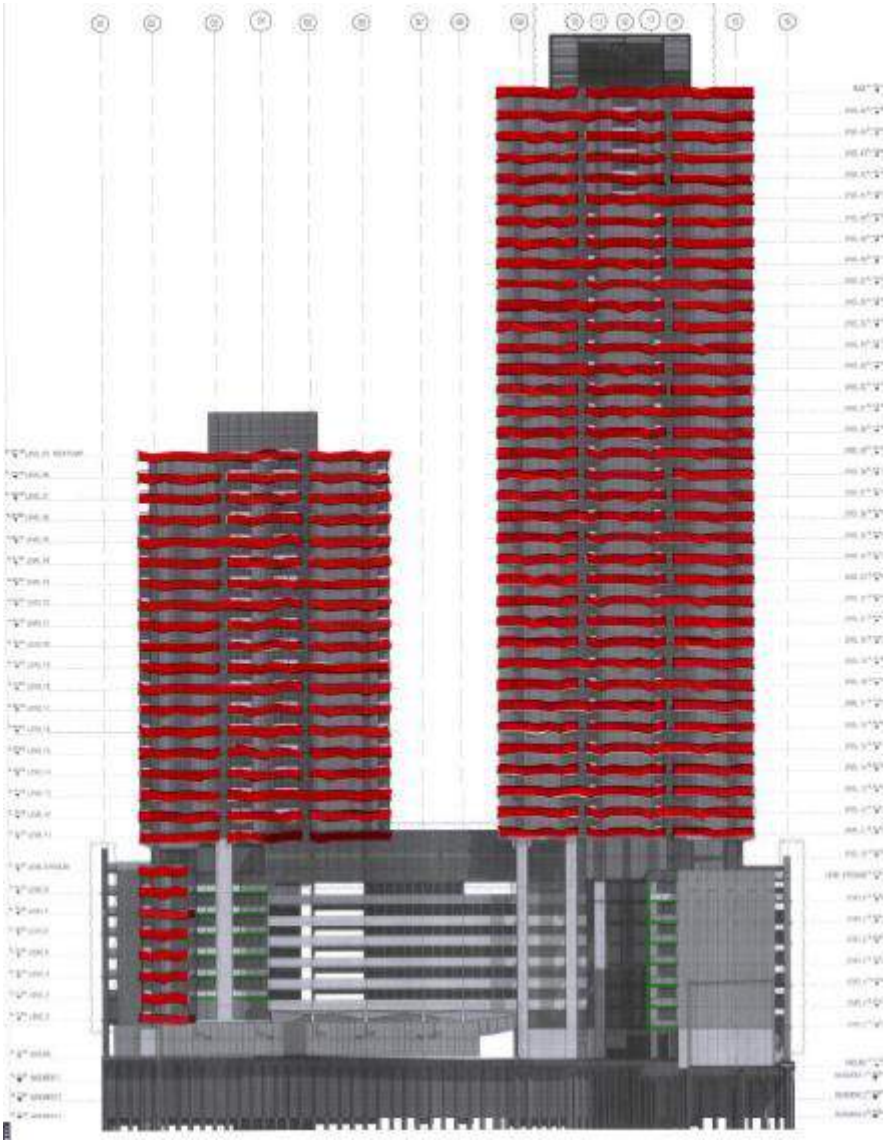
Appeals to the Building Appeals Board
Pursuant to Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice, and a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the *Act* and Regulation 271 of the Building Regulations 2018 the prescribed appeal period is 30 days from the date of this notice.

Subsequent Owners of the Land
Pursuant to Section 236 of the Act, this building notice is binding on every subsequent owner of the land.

Appendix


Legend
Gold ACP spandrel wall attachment
External wall glazing
Internal ACP spandrel back panel
Rockwool with aluminum foil facing
Rockwool slab edge insulation
Internal plasterboard


Legend
Solid aluminium
Internal ACP spandrel back panel
Rockwool with aluminum foil facing



WEST ELEVATION

RED highlighting – Globond gold ACP
Green – Black Alpolic FR cladding



SOUTH ELEVATION

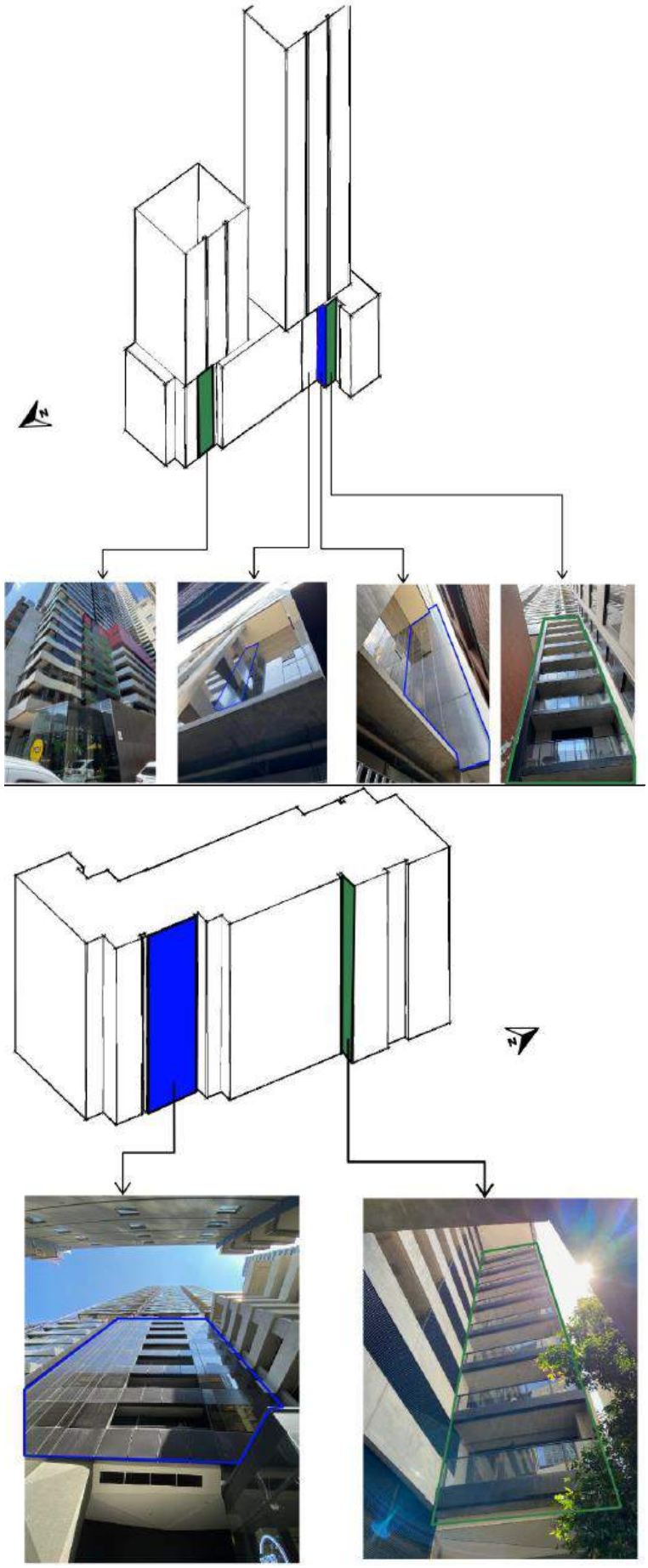
NORTH ELEVATION

RED highlighting – Globond gold ACP
Green – Black Alpolic FR cladding



EAST

RED highlighting – Globond gold ACP
Green – Black Alpolic FR cladding



Black Alpolic FR cladding highlighted

Building Notice Response

151-165 Franklin Street Melbourne VIC 3000 - 725809

I ……, owner of the Building located at 151-165 Franklin Street Melbourne VIC 3000, wish to submit the following response to the Building Notice dated

Please note, all items have been individually addressed and are numbered in accordance with the numbering used in the stated Building Notice (for example, 5.1.1, 5.1.2 etc.)

……..

……..

……..

Signed ……..

Dated ……..

Contact Number ……..

Email ……..

(Attach more pages if required)

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

OWNERS CORPORATIONS LIST **VCAT Reference: OC1977/2021**

APPLICANT:	Owners Corporation 643381X
WHERE HELD:	Videoconference - Chambers
BEFORE:	Member MJF Sweeney, OAM
HEARING TYPE:	Hearing
DATE OF HEARING:	5 July 2022
DATE OF ORDER:	5 July 2022

BACKGROUND

1. Pursuant to s170(b) of the *Owners Corporation Act 2006* and an application made 28 September 2021, the applicant seeks an exemption from holding insurance as an appropriate insurance policy cannot be obtained on reasonable grounds.

2. The application, at paragraph 15, seeks an exemption be granted until 31 July 2022. In fact, the applicant is seeking an exemption under s170(b) for the period to 31 July 2024.

3. By orders made 28 February 2022, the applicant was required to serve a copy of the application on all lot owners. The orders also provided that, by 11 April 2022, any lot owner may seek to be joined as a respondent to the proceeding.

4. No lot owner has been joined or has sought to be joined to the proceeding.

5. Having considered the affidavit of Craig Steven Hopcraft, affirmed 26 April 2022, and the affidavit of Tristan Johan Veurink, affirmed 27 April 2022, and the submissions of the applicant's solicitor, including written submissions dated 27 April 2022, I am satisfied that an appropriate insurance policy cannot be obtained on reasonable terms and that an exemption be granted for the period to 31 July 2024 in accordance with the orders below.

ORDERS

1. The application dated 28 September 2021 is amended at paragraph 15 as follows. The date until which an exemption is sought to run is until 31 July 2024.

2. Subject to order 3 below, pursuant to the *Owners Corporation Act 2006* s170(b) and s171(3), there being no prescribed period provided for, and being satisfied that an appropriate insurance policy cannot be obtained on reasonable terms for replacement and reinstatement cover, under s171 the applicant owners corporation is exempted from the requirement to hold replacement and reinstatement insurance for the period to 31 July 2024.

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL VCAT

3. By **19 July 2022**, the applicant must file with the Tribunal an affidavit of service of the documents required to be served under order 1 of the orders made 28 February 2022.

4. The applicant must serve a copy of these orders on all lot owners.

MEMBER MJF SWEENEY, OAM

APPEARANCES:

For the Applicant: Ms P Burns, solicitor

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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.

CERTIFICATE OF CURRENCY

We hereby confirm that we have arranged the insurance cover mentioned below:

Owners Corporation PS 643381X
151-165 And 118-134 Franklin St And A'Beckett St
MELBOURNE VIC 3000

Date: 27/04/2023
Our Reference: PS643381X

Class of Policy: Voluntary Workers
Insurer: Accidental & Health International
Accidental & Health International
ABN:
The Insured: The Owners Of PS643381

Policy No: 5569297
Invoice No: 0040167
Period of Cover:
From 31/03/2023
to 31/03/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☑ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☑ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Class of Policy:	Voluntary Workers	**Policy No:**	5569297
The Insured:	The Owners Of PS643381	**Invoice No:**	0040167
		Our Ref:	PS643381X

Voluntary Workers

Policy Type:	Voluntary Workers
Policy Number:	5569297
Insured:	The Owners of PS643381
Insured Persons:	All Voluntary Workers of the Insured
Period of Insurance:	Inception Date: 31/03/2023 at 4:00 pm (local standard time) Expiry Date: 31/03/2024 at 4:00 pm (local standard time)
Arrangement Date:	31/03/2023
Broker:	Coverforce Insurance Broking Pty Ltd (NSW)
Policy Wording:	VW 05102021, VW Derogation Notice 2021
Scope of Cover:	The coverage afforded by this Policy shall only apply whilst an Insured Person is attending meetings or undertaking voluntary duties authorised by and under the control of the Insured including direct uninterrupted travel to and from such activities.
Territorial Limits:	Australia Wide

Schedule of Benefits

Maximum Age Limit (sub-limits may apply)	80
Aggregate Limit of Liability	$1,000,000
Aggregate Limit of Liability per Event for Charter Flights / Non-Scheduled Flights	$1,000,000
Policy Currency	AUD
Death and Capital Benefits	$100,000
Weekly Injury Benefit	$1,000
Income Limitation	85%
Deferral Period	7 Days
Benefit Period	104 Weeks
Benefit Period (Insured Persons aged 60 - 64)	52 Weeks
Benefit Period (Insured Persons aged 65 - 69)	26 Weeks
Benefit Period (Insured Persons aged 70 - 74)	6 Weeks
Benefit Period (Insured Persons aged 75 - 79)	Nil
Broken / Fractured Bones Benefits	$2,000
Accidental HIV Infection Lump Sum Benefit	$10,000
Childcare Benefit	$5,000
Coma Benefit	$3,000
Daily Benefit	$100
Benefit Period	30 Days
Domestic Help Benefit	$500
Expense Limitation	85%
Deferral Period	7 Days
Benefit Period	26 Weeks
Driver Services Benefit	$1,000
Family Accommodation and Transport Expenses Benefit	$2,000
Financial Advice Benefit	$2,500
Home and Vehicle Modification Benefit	$5,000
Expense Limitation	85%

Class of Policy:	Voluntary Workers	**Policy No:**	5569297
The Insured:	The Owners Of PS643381	**Invoice No:**	0040167
		Our Ref:	PS643381X

Non-Medicare Medical Expenses	$1,000
Expense Limitation	85%
Excess	$50
Out of Pocket Expenses Benefit	$500
Partner Training Benefit	$5,000
Retraining and Rehabilitation Expenses Benefit	$6,000
Student Tutorial Benefit	$500
Expense Limitation	85%
Deferral Period	7 Days
Benefit Period	26 Weeks
Unexpired Membership Benefit	$500

If there is no amount shown against any one or more of the above Sections, no cover is provided in respect of them.

Privacy

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a
policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.
If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you.
You can check the personal information we hold about you at any time. Such application should be directed to AHI in
writing where it will be considered by their internal Privacy Disputes Department.
If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, please visit our website to obtain a copy:
http://www.ahiinsurance.com.au

We reserve the right to amend these terms if new claims with a date of loss prior to the Expiry Date are submitted

CERTIFICATE OF CURRENCY

From: Civium Property Pty Ltd (ACN 108 927 859) VIC

We hereby confirm that we have arranged the insurance cover mentioned below:

Owners Corporation PS 643381X
151-165 And 118-134 Franklin St And A'Beckett St
MELBOURNE VIC 3000

Date: 27/04/2023

Our Reference: PS643381X

Class of Policy: PUBLIC LIAB
Insurer: Lloyds Of London
TBA
ABN:
The Insured: Owners Corporation PS 643381X

Policy No: TBA
Invoice No: 0040166
Period of Cover:
From 31/03/2023
to 31/03/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☐ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☐ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Class of Policy:	PUBLIC LIAB	**Policy No:**	TBA
The Insured:	Owners Corporation PS 643381X	**Invoice No:**	0040166
		Our Ref:	PS643381X

General Liability Insurance (Annual)

Insured	(a)	Owners Corporation PS 643381X as Named Insured
	(b)	Any parent or subsidiary companies (including subsidiaries thereof) of the insured and any other organisations under control of the Named Insured and over which it is exercising active management, whether now or hereafter incorporated
	(c)	Any of the following persons or entities for whom or which the insured parties under clause (a) and (b) above are obligated to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and limits of Liability as provided in the policy; 1. Any principal or owner or agent of the principal or owner, or joint venture partner (incorporated or unincorporated); 6. Any lessor, financier, mortgagee or trustee; 7. Any government body;
	(d)	Any directors, officers, employees, contract staff or partner of any of the insured under clauses (a), (b) or (c) whilst acting as such; and
	(e)	Any office bearer or member of any social, sporting, safety, security, medical or welfare facility of any of the insured under clauses (a), (b), (c)1, c(2) or c(3) whilst acting as such
	All for their respective rights and interests	
Insured's Address	151-165 and 118-134 Franklin Street and A'Beckett Street Melbourne VIC 3000	
Interested Parties	Nil	
Insurer	Certain Underwriters at Lloyds of London	
Policy Number	TBA	

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Interest	The Insured named in the Schedule having made to the Insurers a written proposal which is deemed to be incorporated herein and having paid the premium stated in the Schedule then subject to the terms, conditions and exclusions contained in or endorsed on this Policy the Insurers will pay to or on behalf of the Insured all sums provided by the Policy which the Insured shall become legally liable to pay as compensation for: 1. Personal Injury or 2. Property Damage or 3. Advertising Liability caused by an Occurrence within the Territorial Limits as stated herein in connection with the Insured's Business.
Period Of Insurance	From 31 March 2023 at 4.00 pm To 31 March 2024 at 4.00 pm Both Local Standard Time at the Insured's head office
Business Description	Owners and Occupiers of the abovementioned situation which has 805 Residential Units and 7 Commerical Units Estimated Turnover AUD $2,700,000
Limit Of Liability	AUD 20,000,000 any one Occurrence in respect of Public Liability and in the aggregate separately in respect of Products Liability including Advertising Liability and Pollution Liability
Sub Limits	Property in Care Custody and Control AUD 250,000 any one Occurrence
Excess	AUD 20,000 in respect to each and every Occurrence and includes all Supplementary Payments
Territorial Limits	This Policy applies in respect of Occurrences anywhere in the world excluding USA and Canada other than in respect of non-manual business visits to those countries by directors and employees of the Insured but does not apply to or insure any liability or claims arising from or in respect of: 1. the Business carried on by the Insured at or from any premises situated outside Australia or New Zealand unless specifically noted in the Policy Schedule, or 2. any contract entered into by the Insured under the terms of which work is to be performed outside Australia or New Zealand unless specifically noted in the Policy Schedule.
Minimum & Deposit Premium	AUD 23,000 in full

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Policy Wording	Quanta General Liability Policy Wording Version 1.1 - 24062018 other than LMA 3100 Sanction Limitation Exclusion Clause Communicable Disease Exclusion Cyber and Data Total Exclusion

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Endorsements

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily

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injury, illness, emotional distress, damage to human health, human welfare or property damage.

CYBER and DATA TOTAL EXCLUSION

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any: 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any

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Computer System.

7 Cyber Incident means:

7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System

AUSTRALIAN NON-LITIGATION DISPUTE RESOLUTION ENDORSEMENT

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice. Any enquiry or complaint relating to this insurance should be referred to:

Sompo Japan Insurance Inc. Australia Branch
Suite 602, Level 6,
50 Berry Street, Sydney, NSW 2060
Australia
hiroshi.sakurai@sompo.com.au; or
masaru.kozaki@sompo.com.au in the first instance.

If your dispute remains unresolved you may be referred to the Australian Financial Complaints Authority (AFCA). AFCA can be contacted by phone 1800 931 678 or email info@afca.org.au or www.afca.org.au. For other disputes you will be referred to other proceedings for resolution. Details are available from in Australia at the address above.

Note:

The previous reference to the Financial Ombudsman Service (FOS) has been replaced by the Australian Financial Complaints Authority (AFCA).

DUTY OF DISCLOSURE WORDING FOR CONTRACTS OF GENERAL INSURANCE

Your Duty of Disclosure

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Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter –

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or, in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If you non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

FRAUDULENT CLAIMS CLAUSE (AUSTRALIA)

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Assured, the Underwriters, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

PRIVACY POLICY STATEMENT

Sompo Japan Insurance Inc. want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

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The non-public personal information that we collect about you includes, but is not limited to:

• Information contained in applications or other forms that you submit to us, such as name, address, and social security number

• Information about your transactions with our affiliates or other third-parties, such as balances and payment history

• Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

AUSTRALIAN LITIGATION DISPUTE RESOLUTION ENDORSEMENT

Under general conditions of the attached wording point 16 Australian Jurisdiction Clause is cancelled and replaced by the following :

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

The Company hereon agrees that:

(i) In the event of a dispute arising under this Insurance, the Company at the request of the Assured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with

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the law and practice applicable in such Court.

(ii) Any summons notice or process to be served upon the Company may be served upon:

Sompo Japan Insurance Inc. Australia Branch

Suite 602, Level 6,

50 Berry Street, Sydney, NSW 2060

Australia

hiroshi.sakurai@sompo.com.au; or
masaru.kozaki@sompo.com.au

who has authority to accept service and to enter an appearance on the Company's behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Company's behalf.

(iii) If a suit is instituted against any one of the Company, the Company will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Company and any commission allowed by them is to be regarded as remuneration of the Broker/Coverholder placing this Insurance.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Sompo Japan Insurance Inc. Australia Branch

Suite 602, Level 6,

50 Berry Street, Sydney, NSW 2060

Australia

hiroshi.sakurai@sompo.com.au; or

masaru.kozaki@sompo.com.au

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2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

CYBER and DATA TOTAL EXCLUSION ENDORSEMENT

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1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force

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and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

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Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

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8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION

This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT

The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND

The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT

The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT

If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET

a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.

b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.

c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.

d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS

a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.

b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.

c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.

d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.

e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:

1. The RENTER cannot meet the cost of the repairs; or
2. The cost of repairs is more than $2,500; or
3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.

f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES

2.3.1. Electrical safety checks

a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.

b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities

This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.

a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.

b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities

a) The RENTAL PROVIDER must ensure that-

i. any smoke alarm is correctly installed an in working condition; and
ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
iii. the batteries in each smoke alarm are replaced as required.

b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.

c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-

i. information about how each smoke alarm in the premises let operates;
ii. information about how to test each smoke alarm in the premises let;
iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.

d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.

2.3.4. Swimming pool barrier safety activities

These safety-related activities only apply if the premises let contains a swimming pool.

a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.

b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.

d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and windows locks.

b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER agrees:
a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Kim Eng Ho**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Zhi-Dong Whitney Zhao**	**whitney.zhao.acct@gmail.com**
	RENTER 2	**Ying Hui Xenia Yang**	**xenia.yangyh@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **1802/120 A'Beckett Street, Melbourne, VIC, 3000**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **6** months Agreement)
Start date: **2/07/2022** End date**: 1/01/2023**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT
$2,607.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **1st** of each month
Date first rent payment due **01 July 2022**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$2,607.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Signature of AGENT on behalf of the RENTAL PROVIDER	**Nicholas Nur Putra** *Name*	Apr 26, 2022 *Date*

RENTER(S)

Signature of RENTER 1	Zhi-Dong Whitney Zhao (May 2, 2022 11:16 GMT+10) **Zhi-Dong Whitney Zhao** *Name*	May 2, 2022 *Date*
Signature of *RENTER 2*	Xenia Yang Xenia Yang (May 2, 2022 12:41 GMT+10) **Ying Hui Xenia Yang** *Name*	May 2, 2022 *Date*

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 26 April 2022