

VENDOR:

Isabel Yingxi Jiang

PURCHASER

CONTRACT OF SALE

PROPERTY:

14 Prohasky Street, Port Melbourne VIC 3207

VENDOR'S REPRESENTATIVE
Australian Prestige Conveyancing
PO BOX 3228
COTHAM VICTORIA 3101
Tel: 03 9077 3608

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 14 Prohasky Street, Port Melbourne VIC 3207

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/...../2023

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR on/...../2023

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Tel: Fax: Ref: Email:

VENDOR**Isabel Yingxi Jiang**

Tel: Fax: Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**Australian Prestige Conveyancing**

PO BOX 3228 Cotham VIC 3101

Tel: 03 9077 3608

Ref:

Email: admin@ausprestige.com

PURCHASER

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general condition 3 &9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume12189 Folio639	5T	PS746020J

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

14 Prohasky Street, Port Melbourne VIC 3207

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

PAYMENT

Price \$

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

Balance \$ _____ payable at settlement
=====

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

SETTLEMENT

Is due on/...../.....**20**.....

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

(only complete the one that applies. Check tenancy agreement/lease before completing details.

*residential tenancy agreement for a fixed term ending

Or

*periodic residential tenancy agreement determinable by notice

Or

*lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT

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

LOAN (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the [Personal Property Securities Act 2009 \(Cth\)](#) applies.

7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—

if the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—

- (a) is not described by serial number in the Personal Property Securities Register; and
- (b) is predominantly used for personal, domestic or household purposes; and
- (c) 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.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

- 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the

- approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transitions (Victoria) Act 2000.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser

- becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

SCHEDULE

ITEM (1) Encumbrances to be assumed by the purchaser:

All registered, unregistered or implied easements and covenants including easements created by Section 98 of the Transfer of Land Act 1958 and any easements or other rights implied by the Subdivision Act 1988.

As set out in the Vendors Statement forming part of this Contract of Sale and the documents attached to the Vendors Statement.

SPECIAL CONDITIONS

DEFINITIONS AND INTERPRETATIONS

A. In this Contract unless the context otherwise requires:

"Price" means the amount (inclusive of GST) set out in the Particulars of Sale to be paid by the Purchaser for the Property.

"The Act" means the Sale of Land Act 1962 as amended.

"Vendors Statement" means the written statement made by the vendor pursuant to Section 32 of the Sale of Land Act 1962, a copy of which is attached to and forms part of this Contract.

B. Genders: Words used indicating one gender includes the other genders.

C. Headings: Headings are inserted for convenience and do not affect the interpretation of this Contract.

D. Reference to statute: A reference to a statute, ordinance, code or other law includes any regulation or other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract.

E. Reference to things: A reference to a thing (including, without limitation, an amount) is a reference to the whole and each part of it.

F. Reference to persons: A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

G. Governing law: This Contract is governed by the laws of the State of Victoria and the parties irrevocably submit to the jurisdiction to the Courts of Victoria.

H. Waiver and variation: The provisions or rights created under this Contract cannot be waived except in writing signed by the party granting the waiver or varied except in writing signed by or on behalf of the parties to this Contract.

I. No merger: Any provision of this Contract that remains to be performed or is capable of having effect after the settlement date shall not merge on transfer of the property but will continue to have full force and effect.

J. Monetary amounts: Unless otherwise indicated in this Contract, all monetary amounts are expressed in Australian dollars.

1. The parties agree that the following General Conditions do not apply to this Contract: 5,7,8,18,24.4,24.5,24.6.

2. The parties agree that the following General Conditions are to be amended:

- (i) General Condition 3.3 is added: the purchaser admits that the land as offered for sale and inspected is identical with that described in the title particulars referred to in the Particulars of Sale.
- (ii) General Condition 10.1 (b) (i) is deleted and replaced with the following: "provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land".
- (iii) General Condition 12.4 is added: 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.
- (iv) General Condition 15 is added: The Purchaser must provide statement of adjustments together with the updated rates certificates and written confirmation from the current managing agent in relation the rental payment updates (if applicable) to the Vendor's representative at least 7 days prior to the Settlement Date. Without prejudice to the Vendor's other rights, if the Purchaser does not provide the statement of adjustments together with the relevant updates, the Purchaser shall be deemed to have made default in payment of the Balance, such default being deemed to commence 7 days before the Settlement Date and continue until the earlier of:
 - a) The date on which the Vendor has received the statement of adjustments together with the relevant updates and is ready to effect settlement; and
 - b) 7 days from the date on which the statement of adjustments together with the relevant updates are provided to the Vendor's Solicitor
- (v) General Condition 21 is amended as: the purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The Purchaser shall indemnify the Vendor in relation thereto. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

3. DEPOSIT

- 3.1 The Deposit (as defined by Section 23 of the Act) paid or payable pursuant to this Contract must be held by the Vendor's Agent or the Vendor's Solicitors as stakeholder pursuant to Section 24 of the Act unless or until the Deposit is released in accordance with the provisions of the Act.
- 3.2 On settlement of this matter or the earlier release of the Deposit pursuant to the Act, the Deposit will be paid to the Vendor but if the Contract is not completed the Deposit will be paid to the party entitled to the Deposit in the relevant circumstances.

4. IDENTITY

- 4.1 The Purchaser purchases the Property "as is" as a result of the Purchaser's own inspection and enquiries and the Vendor makes no warranty or representation in respect to the Property and, in particular:
 - a) that the Land is identical with the land described in this Contract;
 - b) that the Property complies with all laws relating to land including environmental laws (and any regulations made under such Acts) and the requirements of any statutory authority;
 - c) that the improvements erected on adjoining land do not encroach on the Land;
 - d) regarding the condition or quality of the Land, the suitability of the Land for any purpose or about any improvements erected on the Land or services connected to or available to the Land; and
 - e) regarding the presence of any contaminant in, on, under or above the Land or in any ground water or the presence of asbestos in the improvements erected on the Land.
- 4.2 The Purchaser takes title subject to and is not entitled to:
 - a) refuse or delay payment of the Price, terminate this Contract or make any requisition or objection or claim for compensation in respect to:
 - (i) any misdescription of the Land or any inaccuracy in the area or measurements or location of the Land;
 - (ii) any non-compliance of the Property with the provisions of a law applicable to Land or a requirement of a statutory authority;

- (iii) any encroachment by the Property or upon the Land;
- (iv) the condition or state of repair of the Property;
- (v) any defect (whether latent or patent); and
- (vi) any installation or service (including sewers, drains, pipes, cables and wires) which are on or pass through or over the Land or which are used in common with or pass through or over adjoining land whether or not there are any easements or rights in respect of such installations or services affecting or benefiting the Land

and

b) call upon the Vendor to:

- (i) amend Title; or
- (ii) rectify any non-compliance by the Property with a law applicable to land or a requirement of any statutory authority;
- (iii) any non-compliance with a Covenant affecting the Land;
- (iv) remove or relocate any improvement as a result of any encroachment by or upon the Land;
- (v) reinstate or repair any improvement or fences on the Land or do any other work to the Property

or bear or contribute towards the cost of doing so.

5. ACKNOWLEDGEMENTS

5.1 The Purchaser acknowledges that:

- a) before signing this or any prior Contract for the Land the Purchaser received from the Vendor's Agent a Statement in accordance with Section 51 of the Estate Agents Act 1980 and a Statement in accordance with Section 32 of the Sale of Land (Amendment) Act 1982; and
- b) upon execution of this Contract the Purchaser received a copy of the Contract from the Vendor's Agent pursuant to Section 53 of the Estate Agents Act 1980.

6. RESTRICTIONS/PLANNING SCHEMES & REGULATIONS

- 6.1 The Property is sold subject to any planning schemes or interim development orders affecting the Land and subject to the easements (if any), restrictive covenants (if any), tenancies (if any) and other encumbrances listed at ITEM (1) of the Schedule to the Particulars of Sale and any rights, easements or encumbrances which are appurtenant to any adjoining property.
- 6.2 Any restriction on the use of the Property – pursuant to any interim development order or town planning scheme or imposed by any responsible authority empowered by statute or regulation to control the use of the Property – shall not affect the validity of this Contract and the Purchaser purchases subject to the restriction and is not entitled to delay settlement, terminate this Contract or make any requisition or objection or claim for compensation arising out of or relating to the restriction.
- 6.3 The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the Price.

7. REPRESENTATIONS & WARRANTIES

7.1 The parties agree that:

- a) this Contract contains all of the terms and conditions of and relating to the sale of the Property; and
- b) there are no conditions, representations, warranties or other terms affecting or relating to this sale other than those embodied in this Contract.
- c) the Purchaser has purchased the land and improvements and Goods as a result of the Purchaser's own inspection or enquires and in its present condition and subject to all faults and defects, both latent and/or patent, and the Purchaser acknowledges that the Vendor does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use. The Vendor is under no liability to the Purchaser to carry out any repairs, alterations or improvements to the property before or after the date of sale, including whether any smoke alarms and/or swimming pool barriers (if any) are fitted correctly. The purchaser cannot delay settlement or make any claim whatsoever against the Vendor.

- d) the Purchaser acknowledges that it must comply with Regulation 707 of the Building Regulations 2006 in relation to self-contained smoke alarms after settlement.
 - e) In the property contains a swimming pool, spa, pond, dam, or other body of water the Purchaser warrants that they have made their own inspections and enquiries, and are aware that they may be required to comply with the provisions of any Act or council regulation in relation to that body of water or to the fencing thereof. The Vendor expressly makes no warranty or representation as to whether the swimming pool, spa, pond, dam or other body of water or fencing currently complies with any regulation. the purchaser acknowledges that it may be required at the purchasers' expense to comply with the relevant provisions of the Building Act 1993 and the Building Regulations 2006 and any other provisions of barriers to restrict access by some children to the body of water after settlement or in the case of the a terms contract, when the purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.
 - f) the Vendor makes no representations that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other statutory authority or any other statutory requirements. The purchaser may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor to bear all or any part of the costs of compliance.
 - g) the purchaser also acknowledges that the Vendor makes no warranty or representation that:
 - (i) the property as fenced or otherwise occupied is identical with the land;
 - (ii) that the improvements are erected with the boundaries of the land; and
 - (iii) that improvements owned by person other than the Vendor do not encroach on the land.
 - h) the purchaser may not exercise any Excluded Rights in connection with any matter referred to in this special condition 7.
- 7.2 Save as provided for in this Contract, insofar as it is legally permissible to do so the Property is sold without any warranties or representations whatsoever given or made by or on behalf of the Vendor and no warranty, representation or condition shall be implied against the Vendor.

8. STAMP DUTY (PURCHASERS BUYING IN UNEQUAL INTERESTS):

- 8.1 the purchaser acknowledges that the Vendor does not make any warranty as the amount of duty which shall be assessed and payable in respect of the transfer of the property and the Purchaser will be liable for all duty assessed in relation to the Transfer whether assessed at the present value of the property hereby sold or otherwise. The purchaser acknowledges that it has relied on its own independent enquires and advice on all duty matters and shall not make any claim against the Vendor in relation thereto. This Special Condition will not merge on settlement.
- 8.2 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions"). If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract. This Special Condition will not merge on settlement

9. NOTICES

- 9.1 The Purchaser will assume liability for compliance with any notices or orders relating to the Property (other than those relating to apportionable outgoings) which have been made or issued on or after the date of this Contract and the Purchaser indemnifies the Vendor against such.

10. DEFAULT

- 10.1 If the Purchaser defaults under this Contract and the Vendor serves a default notice on the Purchaser, then the Purchaser must pay all the Vendor's legal costs of and incidental to the default and notice. The Purchaser shall be deemed not to have remedied the default until these costs have been paid.
- 10.2 If the Purchaser defaults in payment of any money due under this Contract then without prejudice to any other rights of the Vendor the Purchaser must pay to the Vendor interest at the rate of 5% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money unpaid or overdue during the period of default.

General Condition 26 does not apply to this Contract.

11. REASONABLE EXPENSES

- 11.1 The Purchaser acknowledges that:

- a) if the Purchaser fails to complete the purchase of the property on the due date under this contract, the Vendor will or may suffer additional losses and expenses.
- 11.2 The Purchaser, in addition to the interest chargeable under this Contract, shall pay or reimburse the Vendor on demand for:
- a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest, charges and other expenses (including legal fees charged on the bridging finance);
 - b) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement;
 - c) accommodation and/or storage expenses incurred by the Vendor;
 - d) legal costs and expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
 - e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.
 - f) Settlement rescheduling fee payable to the Vendor's representative in the amount of \$220.00 for the each and every delayed settlement plus any such fees levied by the Vendor's mortgagee and/or third parties.
- 11.3 In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the legal costs associated with the said preparation being amount \$330.00.

12. READING DOWN

- 12.1 Any provision of this Contract which becomes void, unenforceable or illegal or infringes upon any statutory requirement must be read down to the extent required to give the provision legal effect.
- 12.2 The illegality, invalidity or unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

13. TIME OF THE ESSENCE

- 13.1 If time for performance is specified in this Contract, time is of the essence for all obligations under this Contract.
- 13.2 The parties may agree in writing to vary any time requirement of this Contract and any varied time requirement will be of the essence of this Contract.

14. FIRB APPROVAL

- 14.1 The Purchaser or any Nominee warrants to the Vendor:
- a) that any approval required under the Foreign Acquisitions and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained by the Purchaser or any Nominee; or
 - b) that a statement of non-objection in connection with the Foreign Acquisitions and Takeovers Act 1975 or such guidelines has been obtained by the Purchaser or any Nominee.
- 14.2 In the event that this warranty is untrue in any respect the Purchaser or any Nominee indemnifies and will keep indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as a result of the Vendor having relied on this warranty at the time of entering into this Contract.

15. DELIVERY OF TRANSFER BY PURCHASER

- 15.1 Non-delivery of Transfer

Unless, Special Condition 24 applies, without prejudice to the Vendor's other rights, if the Purchaser does not deliver the signed transfer of land by a physical paper way to the Vendor's representative at least 14 days prior to the Settlement Date, and if, as a result, the Vendor is unable to effect settlement on the Settlement Date, the Purchaser shall be deemed to have made default in payment of the Balance, such default being deemed to commence 14 days before the Settlement Date and continue until the earlier of:

- a) The date on which the Vendor has obtained execution of the transfer of land and is ready to effect settlement; and

- b) 14 days from the date on which the transfer of land is delivered to the Vendor's Solicitor
- 15.2 Exclusion of General Conditions

General Condition 6 does not apply to this Contract.

16. GUARANTEE

- 16.1 If the Purchaser of the Property sold is a corporation the Vendor requires all of the directors of that corporation to execute a Deed of Guarantee in the form of the Deed annexed to this Contract. Failure by the directors to execute and to return the Deed to the Vendor or his Legal Practitioners within twenty-one (21) days of the date of this Contract is deemed to be default on the part of the Purchaser empowering the Vendor to rescind the Contract without further notice to the Purchaser and any monies paid under this Contract will be forfeited to the Vendor.

17. CHEQUES

- 17.1 Unless, Special Condition 24 applies, General Condition 11.6 is amended to provide that the Purchaser must pay the bank fees on up to six bank cheques.

18. GOODS AND SERVICES TAX ("GST")

- 18.1 GST Definitions

In this Special Condition:

"GST Act" means a New Tax System (Goods and Services Tax) Act 1999 (as amended);

"Property" means the real property and chattels (if any) specified in the Particulars of Sale;

"Residential Premises" means Land or Building occupied or intended to be occupied as a residence within the meaning of the GST Act;

"Settlement Date" means the settlement date specified in the Particulars of Sale; and

except where the contrary intention appears, expressions used in this Special Condition have the meanings given to them in the GST Act.

- 18.2 The Vendor warrants that the Land has been and will be used as Residential Premises up to the Settlement Date. The Purchaser warrants to the Vendor that the Purchaser intends to use the property predominantly as Residential Premises.
- 18.3 This special condition does not merge on the completion of this contract or the transfer of the real property supplied.

19. NOMINATION

The Purchaser may nominate an additional or substitute Purchaser subject to the following:

- 19.1 The named Purchaser is not in default pursuant to this Contract
- 19.2 The named Purchaser and any Guarantor remain personally liable for the due performance of all the Purchaser's obligations pursuant this Contract
- 19.3 Written notice is provided to the Vendor's solicitors at least 14 days prior to Settlement
- 19.4 In the event that the nominated Purchaser nominates a Company or Trust, the Directors of the Company or the primary beneficiaries of the Trust must execute a Guarantee in the same format as attached to this Contract and provide such Guarantee to the Vendor's solicitor together with the Transfer of Land and nomination documents at least 14 days prior settlement.
- 19.5 In the event that the Purchaser nominate an additional or substitute Purchaser, the nominee will pay the Vendor's legal representative for \$220.00 being administration and Vendor's legal costs.

20. OWNERS CORPORATION

- 20.1 For the purpose of this Special Condition: "Owners Corporation" means the relevant owners corporation created by registration of the Plan of Subdivision; and "Owners Corporation Rules" means the owners corporation rules included as part of the Plan of Subdivision, including the draft rules.

- 20.2 The land is sold and the Purchaser will take title thereto subject to:
- (a) the provisions of the Subdivision Act 1988, the Owners Corporation Act 2006 ("Owners Corporation Act") and the Owners Corporation Regulations 2007.
 - (b) all registered easements and any easements for services drains or wires not located in registered easements;
 - (c) the registered restrictions encumbrances and rights which are or which will become appurtenant to the land and to the common property in the Plan of Subdivision or to which the land or the common property will be subject consequent upon registration of later stages under the Plan of Subdivision;
 - (d) the lot entitlement and lot liability set out in the Plan of Subdivision; and
 - (e) the Owners Corporation Rules.
- 20.3 The amount of any special fees and charges levied on the Vendor pursuant to section 24(1) of the Owners Corporation Act before the day of sale will be borne by the Vendor, and the amount of any such fees and charges made on the Vendor on or after the day of sale will be borne by the Purchaser.
- 20.4 Annual fees set pursuant to section 23(1) of the Owners Corporation Act for the recovery of general administration, maintenance and repair insurance, and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser.

21. AUCTION

In the event that the property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

- 21.1 The current Rules for the conduct of the auction as set out in the Schedule 1 to the Sale of Land Regulations 2005 are as follows:
- a) The auctioneer may take one or more bids on behalf of the Vendor of the Land at any time during the auction;
 - b) The auctioneer may refuse any bid;
 - c) The auctioneer may determine the amount by which the bidding is to be advanced;
 - d) The auctioneer may withdraw the property from sale at any time;
 - e) The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction;
 - f) 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;
 - g) 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;
 - h) 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.

22. LEASE

In the event that the property is offered for sale subject to lease:

- 22.1 The Purchaser will not make any objection, requisition or claim compensation by reason of anything contained in the attached Lease (which the Purchaser acknowledges having inspected and approved) and the Purchaser agrees to accept title subject to the Lease.
- 22.2 The Purchaser acknowledge that the Vendors shall have the right from the day of sale up to and including the settlement date to manage the property, deal with the tenants in the ordinary course of business and otherwise do all things which may be reasonable and necessary to conduct of the property as an income producing investment.
- 22.3 The Vendor does not warrant that the tenancy agreements will be in existence on the settlement date or the tenants have observed the items and conditions of the agreements on the settlement. The Purchaser shall not make any objection, requisition or claim for compensation nor shall the Purchaser delay completion or rescind this Contract if the Tenancy agreements is not in existence or the Tenant is in default on the settlement date.
- 22.4 If at the settlement date there are any arrears of rent or other moneys owing by any lessee of any part of the

- property, the right to receipt of those arrears will remain with the Vendor, and Section 141 of the Property Law Act will not apply in respect of those arrears. The Vendor may take such action as it deems expedient to recover such arrears. The purchaser will do all such things as may be reasonably necessary to assist the Vendor in the recovery of any arrears provided that the Vendor pays the purchaser's reasonable costs and expenses of doing so.
- 22.5 If after the settlement date the Purchaser receives rent in respect of a period the whole or part of which occurred on or prior the settlement date, the purchaser shall hold in trust for and pay to the Vendor.
- 22.6 The Vendor makes no representation or warranty as to which, if any, fixtures and fittings are the property of the Vendor and which, if any, fixtures and fittings are the property of the tenant and the Purchaser acknowledges being satisfied in this regard prior enter into this Contract.
- 22.7 The rents and profits of the property shall belong to the Vendor up to and including the settlement date and shall belong thereafter to the Purchaser. In the event that on the settlement date the tenant is in arrears with payment of the current month's rent the Purchaser shall at settlement adjust in the Vendor's favour the amount unpaid by the tenant on the basis that the Purchaser shall thereafter claim that amount from the tenant. If the tenant fails to pay any such amount then the Vendor shall not be obligated to pay or reimburse such amount to the Purchaser or otherwise be responsible to the Purchaser in respect thereof.
- 22.8 This special condition does not merge on the completion of this contract or the transfer of real property supplied.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 23.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 23.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under Section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 23.3 The special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ('the amount') because one or more of the vendors is a foreign residence, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under Section 14-215(1) to the Taxation Administration Act 1953 (Cth).
- 23.4 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,
- 23.5 The purchaser must:
- (a) engage a legal practitioner or conveyancers ('representative') to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in the special condition; and
 - (b) ensure that the representative does so.
- 23.6 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 special 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 special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in the contract to the contrary.
- 23.7 The representative is taken to have complied with the obligations in special condition 23.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operation by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commission in respect of this transaction.
- 23.8 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.
- 23.9 The vendor must provide the purchaser with such information as the purchaser required 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.

- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

24. ELECTRONIC SETTLEMENT

- 24.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This Special Condition 24 has priority over any other provision of this contract to the extent of any inconsistency.
- 24.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 24 ceases to apply from when such a notice is given.
- 24.3 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.
- 24.4 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.
- 24.5 This Special Condition 24.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this Special Condition 24.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 24.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 24.7 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 24.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 24.8 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.

VENDOR GST WITHHOLDING NOTICE

Property Address: 14 Prohasky Street, Port Melbourne VIC 3207 (Lot 5T on Plan of Subdivision 746020J)

Purchaser must make a GST Withholding Payment:

☒ No (The purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property)

☐ Yes (the Vendor must provide further details)

GST Withholding Payment Details

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

(If more than one supplier, provide the above details for each supplier)

Amount of GST that the purchaser will be required to pay the ATO: \$

Amount must be paid: at settlement

GUARANTEE AND INDEMNITY

1. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor:
 - a) agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser under the Contract; and
 - b) guarantees to the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations under the Contract.
2. If for any reason all or any part of the Contract is not enforceable by the Vendor against the Purchaser the Guarantor indemnifies the Vendor against all loss and damage including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.

SCHEDULE

GUARANTOR:

VENDOR: Isabel Yingxi Jiang

PURCHASER:

CONTRACT: Contract dated between the Vendor and the Purchaser for **14**
Prohasky Street, Port Melbourne VIC 3207.

EXECUTED by the parties as a deed this of 20....

SIGNED by the said Guarantor
in the presence of:

.....
witness

SIGNED by the said Guarantor
in the presence of:

.....
witness

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Isabel Yingxi Jiang
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Property:	14 Prohasky Street Port Melbourne VIC 3207
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VENDOR'S REPRESENTATIVE

**Australian Prestige Conveyancing
PO BOX 3228
COTHAM VICTORIA 3101
Tel: 03 9077 3608**

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
City of Port Phillip	Refer to the attachment	Per annum
South East Water	Refer to the attachment	Per annum
State Revenue Office	Refer to the attachment	Per annum
Owners Corporation	Refer to the attachment	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

- None to the vendors knowledge

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: - Not Applicable

32C LAND USE**(a) RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

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

(b) BUSHFIRE

This land is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Port Phillip Planning Scheme
Responsible Authority: City of Port Phillip
Zoning: Capital City Zone
Planning Overlay/s: Contained in the attached documentation

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:

- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

32E BUILDING PERMITS

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

- Contained in the attached documentation

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the Owners Corporations Act 2006.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- Not Applicable

32H SERVICES

		Available	Authority
1	Electricity	Yes/No	Purchaser's Choice (subject to availability)
2	Gas	Yes/No	Purchaser's Choice (subject to availability)
3	Water	Yes/No	South East Water
4	Sewerage	Yes/No	South East Water
5	Telephone	Yes/No	Purchaser's Choice (subject to availability)

Available indicates that the service is provided by an authority and operating on the day of sale. It is the purchaser's sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all essential services are available at the boundary of the land. Unless the purchaser contacts the supply authority and takes over the existing services, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected. It is the purchaser's responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services required. The vendor makes no representations that any of the services are adequate for your proposed used and you should check with the appropriate authorities as to the availability of, and cost of providing any essential services not connected to the land after the Day of Sale.

32I TITLE

Attached are the following document/s concerning Title:

- 1 Certificate of Title
- 2 Plan of Subdivision
- 3 Planning Reports
- 4 Council Certificate
- 5 Water Certificate
- 6 Land Tax Certificate
- 7 Building Approval Certificate from City of Port Phillip
- 8 Owners Corporation Certificate

DATE OF THIS STATEMENT / /20 **Name of the Vendor****Isabel Yingxi Jiang**

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 12189 FOLIO 639

Security no : 124109826308G
Produced 17/10/2023 12:52 PM

LAND DESCRIPTION

Lot 5T on Plan of Subdivision 746020J.
PARENT TITLE Volume 11208 Folio 293
Created by instrument PS746020J 25/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ISABEL YINGXI JIANG of 14 PROHASKY STREET PORT MELBOURNE VIC 3207
AT153679Q 14/04/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW381808G 15/12/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AR033143X 18/05/2018

DIAGRAM LOCATION

SEE PS746020J 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: 14 PROHASKY STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 15/12/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS746020J
OWNERS CORPORATION 4 PLAN NO. PS746020J

DOCUMENT END

PLAN OF SUBDIVISION			EDITION 9	PS 746020J
LOCATION OF LAND PARISH: MELBOURNE SOUTH CITY OF PORT MELBOURNE TOWNSHIP: - SECTION: - CROWN ALLOTMENT: C (PART) CROWN PORTION: - TITLE REFERENCE: VOL 11208 FOL 293 LAST PLAN REFERENCE: LOT 1 ON PS615758J POSTAL ADDRESS: 320 PLUMMER STREET (at time of subdivision) PORT MELBOURNE, 3207 MGA CO-ORDINATES: E: 316 960 ZONE:55 (of approx centre of land in plan) N: 5 810 540			NOTATIONS BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED M EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE : ALL OTHER BOUNDARIES DIMENSIONS SHOWN TO OR ALONG BOUNDARY STRUCTURES ARE MEASURED TO THE EXPOSED FACE OF THE RELEVANT STRUCTURE. COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND AND COMMON PROPERTIES No. 2, No.3, No.4, No. 5, No. 6, No.7 AND No.8, AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES EXCEPT BOUNDARIES MARKED M AND E ALL INTERNAL COLUMNS, SLABS, BEAMS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING WHETHER OR NOT SHOWN ON THIS PLAN ARE PART OF COMMON PROPERTY No.1, UNLESS OTHERWISE SHOWN. LOTS 204A, 211B, 221A, 304A, 308A, 314A, 404A, 504A, 604A, 613A, 704A, 713A, 804A, 813A, 902B, 904A, 904B, 913A, 1003B, 1004A, 1004B, 1009A, 1013A, 1104A, 1109A, 1113A, 1203B AND 1204B ARE OMITTED FROM THIS PLAN. DIAGRAM 7 HAS BEEN OMITTED FROM THIS PLAN EASEMENT BOUNDARIES SHOWN BY A THICK BROKEN HATCHED LINE ARE DEFINED BY THE FACE OF THE RELEVANT STRUCTURE LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS	
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION : DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. B - BALCONY CP - COMMON PROPERTY CP.1 - COMMON PROPERTY No.1 N.I.S - NOT IN STAGE P --- - PROJECTION PT - PART T - TERRACE <<< - STRUCTURE (NON BOUNDARY)				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement				
Easement and rights implied by section 12(2) of the Subdivision Act 1988 apply to all lots on this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE NEXT PAGE FOR EASEMENT DETAILS				
P.M. PORT MELBOURNE		LICENSED SURVEYOR: SCOTT DAVID JUKES		
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3006 Australia LyssnaGroup.com		DATE: 28/03/23	REFERENCE: AA0101	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 66
		DRAWING: CP05AD	DRAWN BY: SL	

PLAN OF SUBDIVISION

PS 746020J

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	LIGHT - PASSAGE OF LIGHT (LIMITED IN HEIGHT AND DEPTH SEE SECTIONS B, J AND K)	SEE DIAG	THIS PLAN	COMMON PROPERTY No.1
E-2	WALKWAY (LIMITED IN HEIGHT AND DEPTH TO RELEVANT STOREY)	SEE DIAG	THIS PLAN	LOTS IN THIS PLAN
E-3	WALKWAY (LIMITED IN HEIGHT AND DEPTH TO RELEVANT STOREY)	SEE DIAG	THIS PLAN	LOT 12R
E-4	WALKWAY (LIMITED IN HEIGHT AND DEPTH TO RELEVANT STOREY)	SEE DIAG	THIS PLAN	LOTS 7R, 8R & 9R

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES



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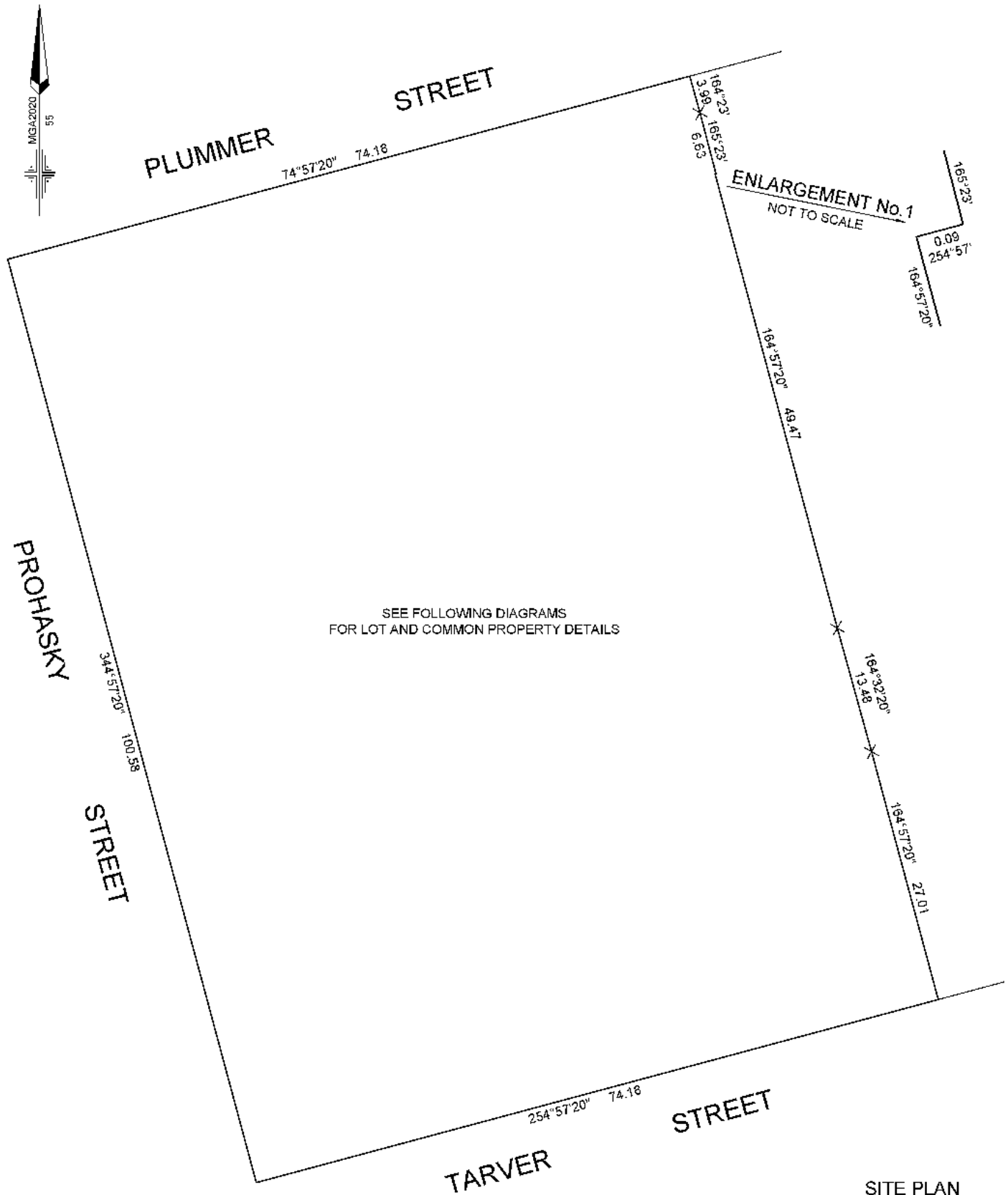
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 SHEET 2

PLAN OF SUBDIVISION

PS 746020J



SITE PLAN
DIAGRAM 1

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:400

0 4 8 12 16
LENGTHS ARE IN METRES



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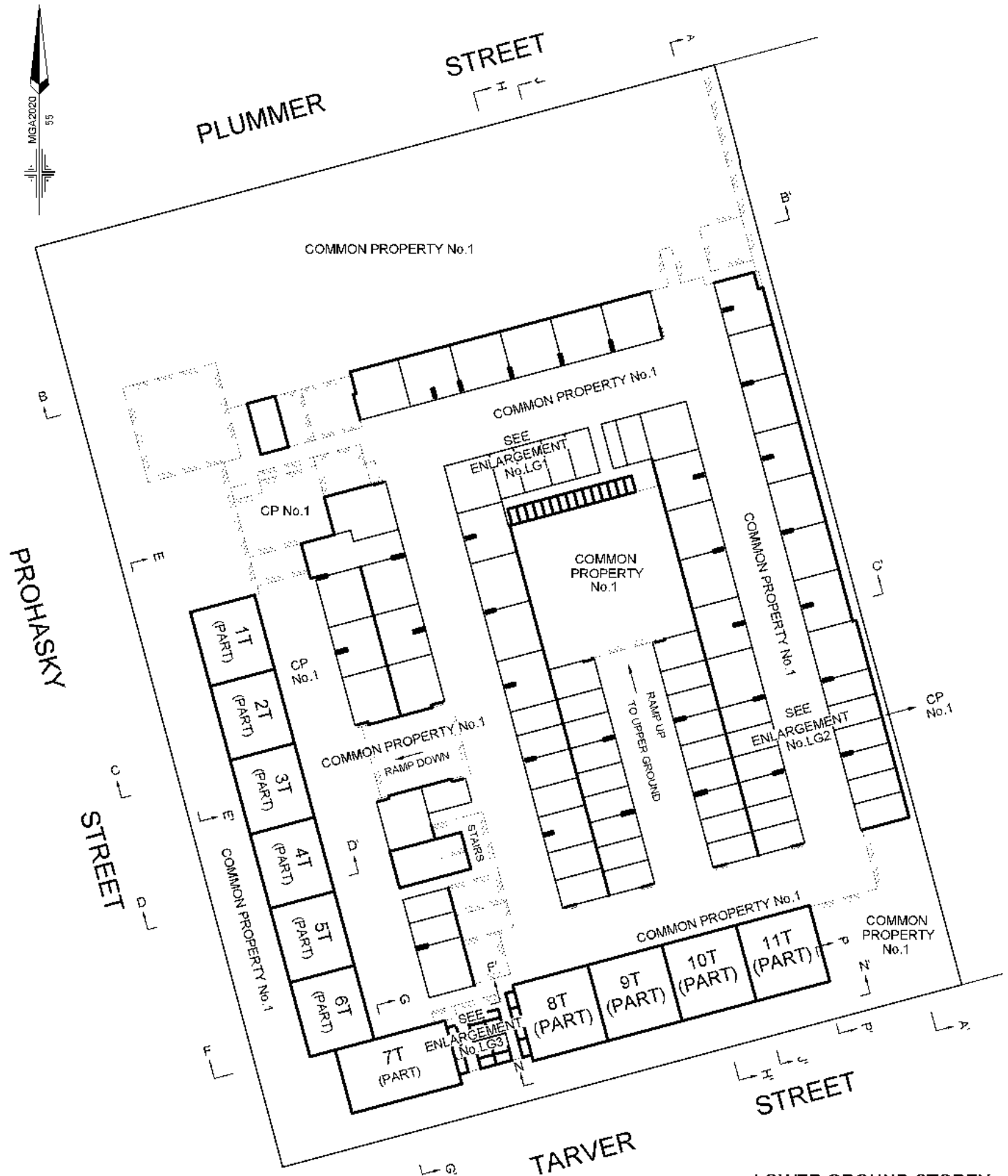
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SHEET 3

PLAN OF SUBDIVISION

PS 746020J



LOWER GROUND STOREY
DIAGRAM 2

P.M. PORT MELBOURNE

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SCALE
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LENGTHS ARE IN METRES



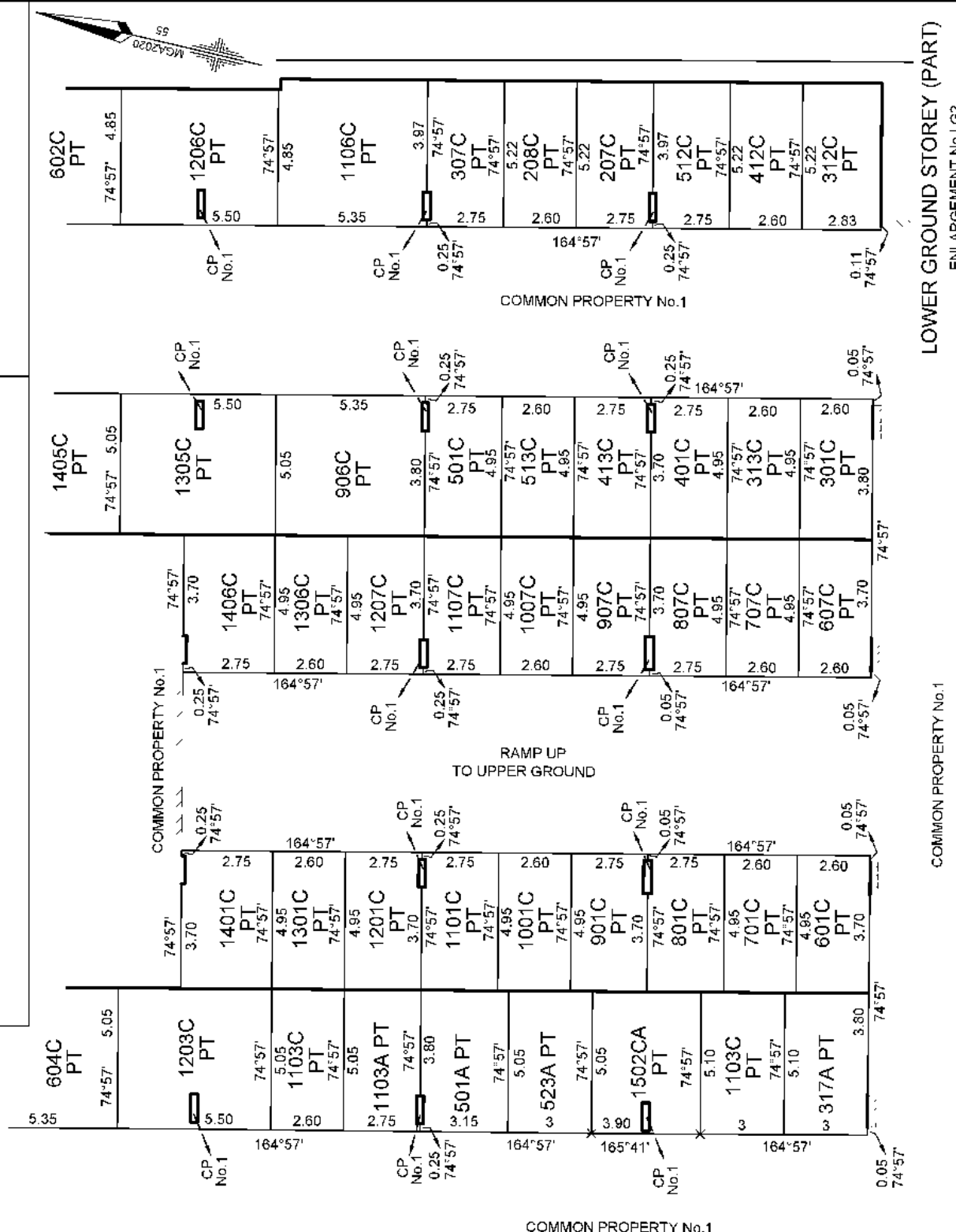
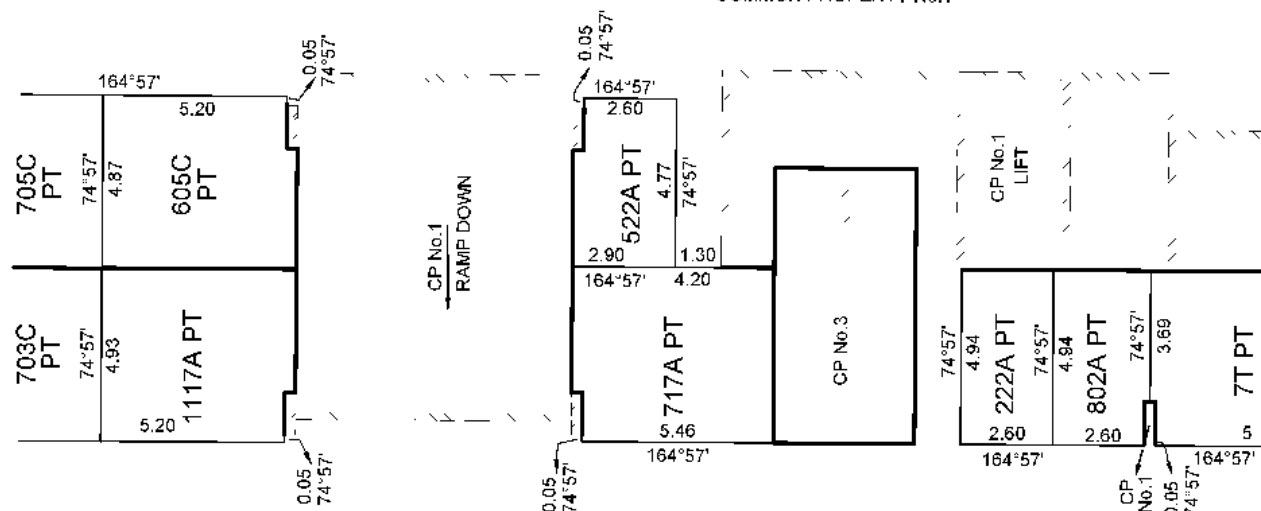
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PLAN OF SUBDIVISION



LOWER GROUND STOREY (PART)

ENLARGEMENT No. LG2

P.M. PORT MELBOURNE

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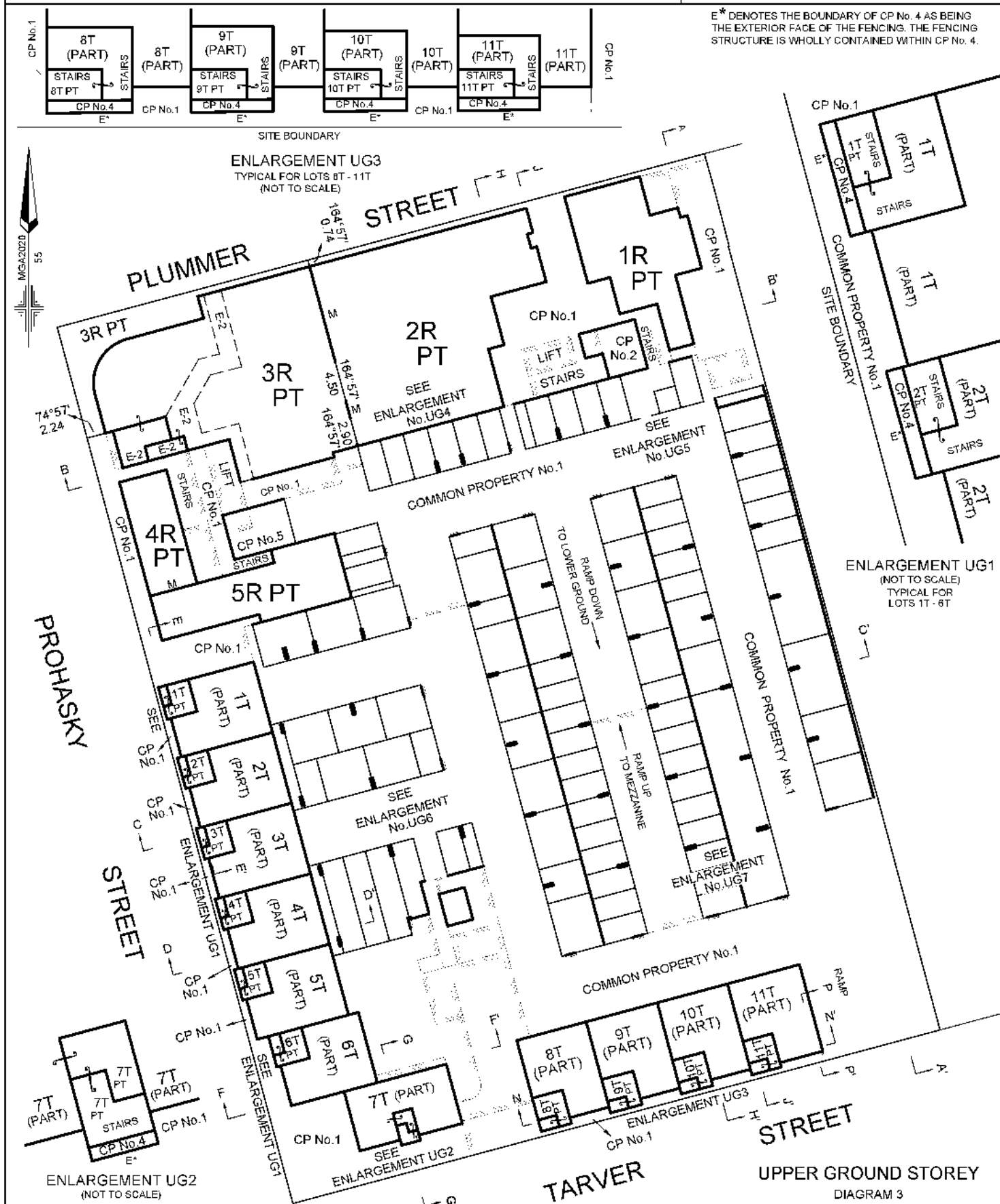
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PLAN OF SUBDIVISION

PS 746020J



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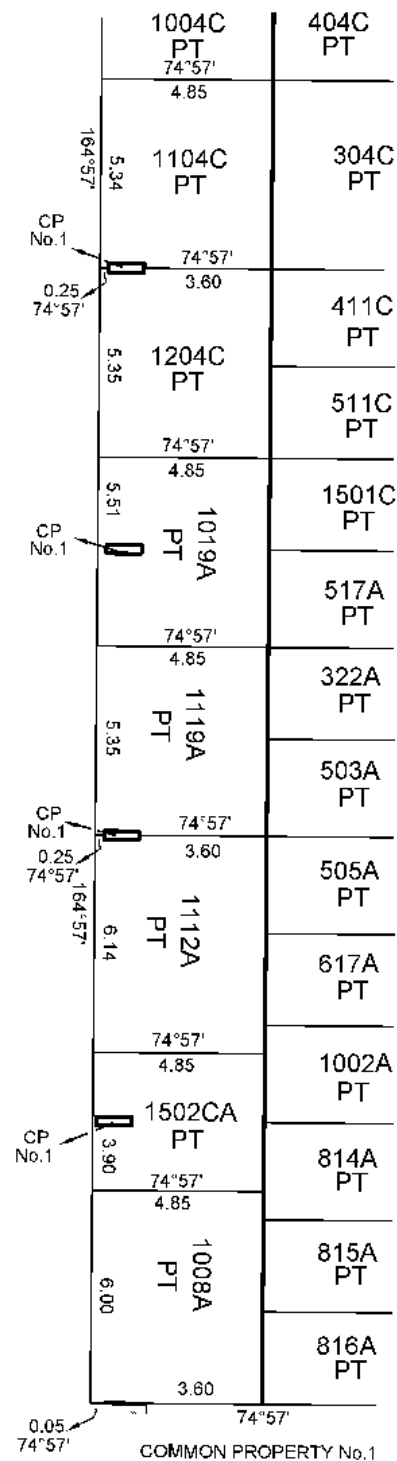
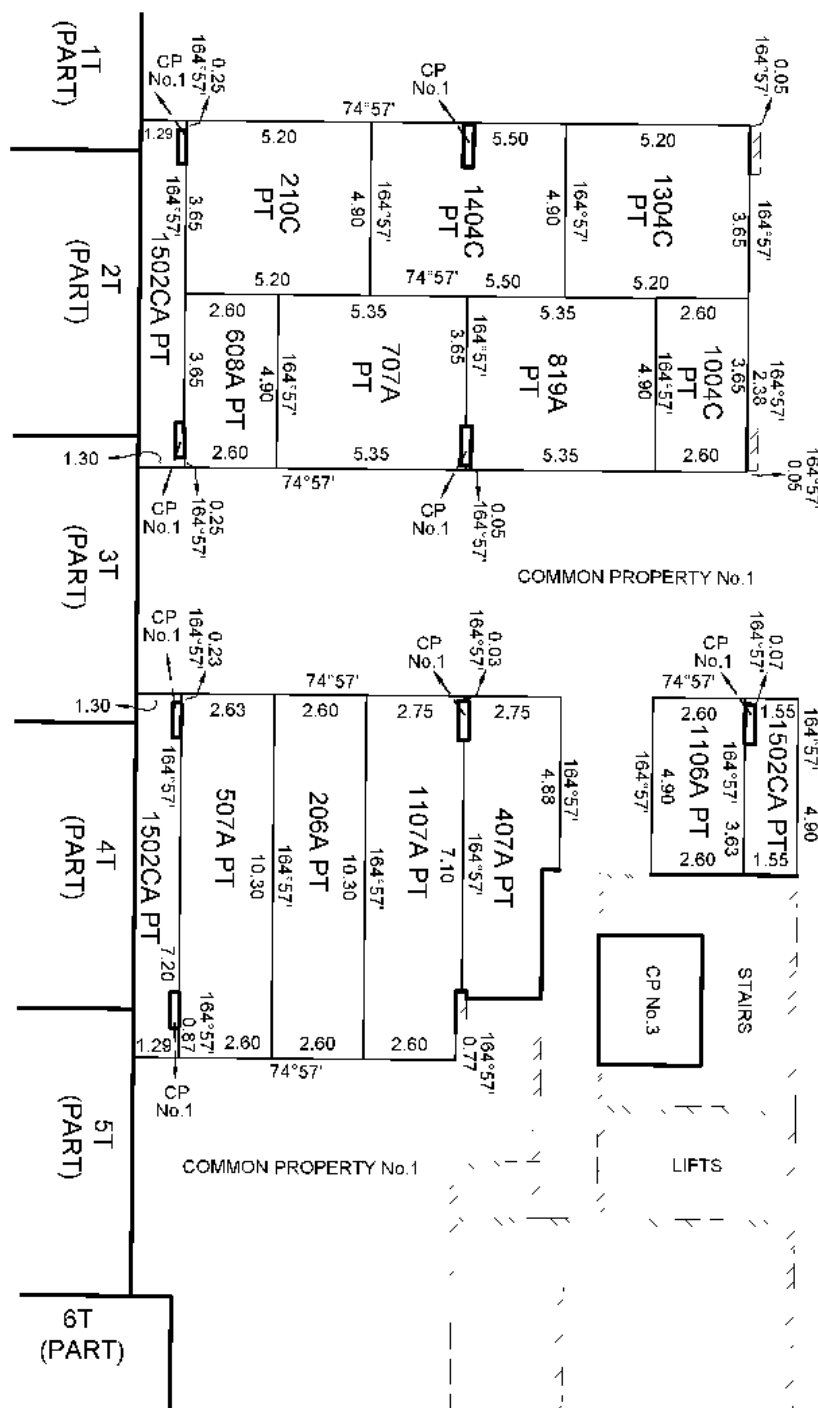
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PLAN OF SUBDIVISION

PS 746020J

SEE ENLARGEMENT No.UG4



SEE ENLARGEMENT No.UG4

UPPER GROUND STOREY (PART)

ENLARGEMENT No.UG6



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SCALE
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LENGTHS ARE IN METRES



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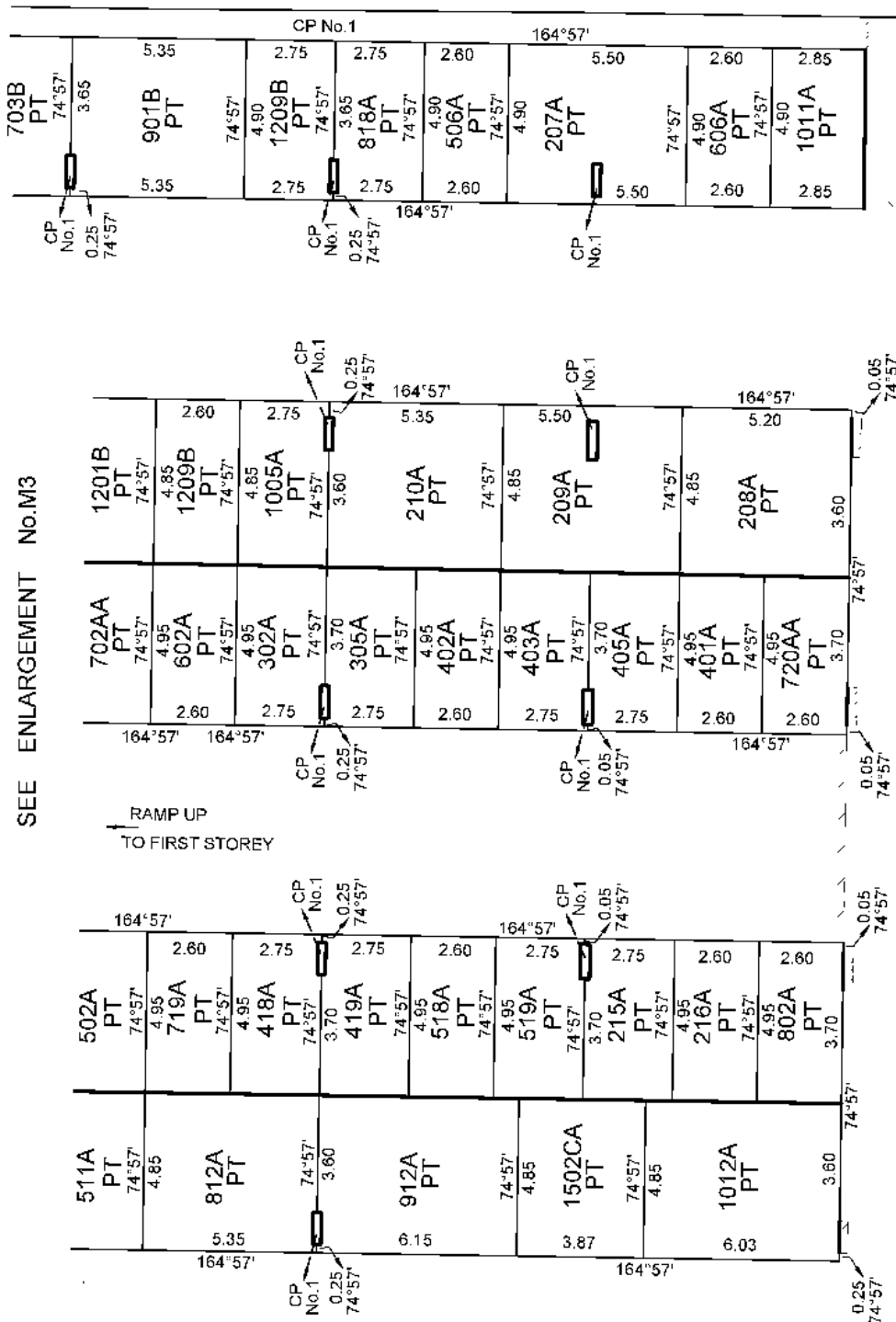
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SHEET 12

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SHEET 14

PS 746020J

PLAN OF SUBDIVISION



SEE ENLARGEMENT No.M1

SEE ENLARGEMENT No.M3

COMMON PROPERTY No.1

MEZZANINE STOREY (PART)

ENLARGEMENT No.M4

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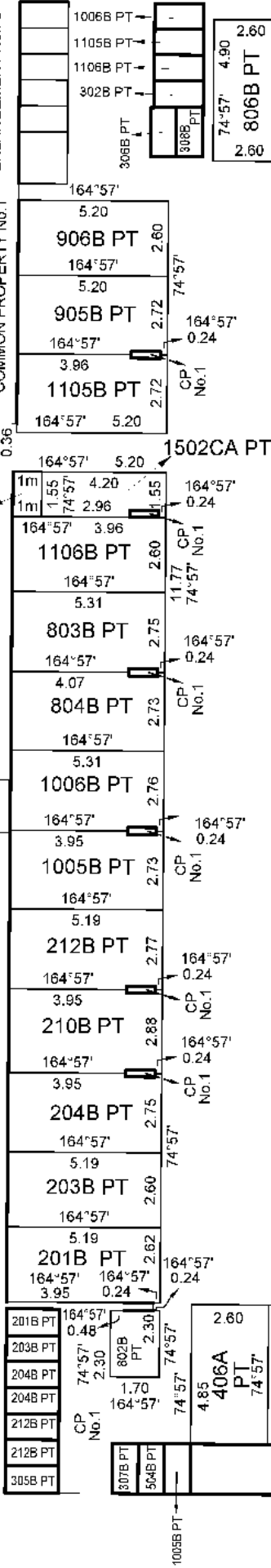
COMMON PROPERTY No.1

STAIRS

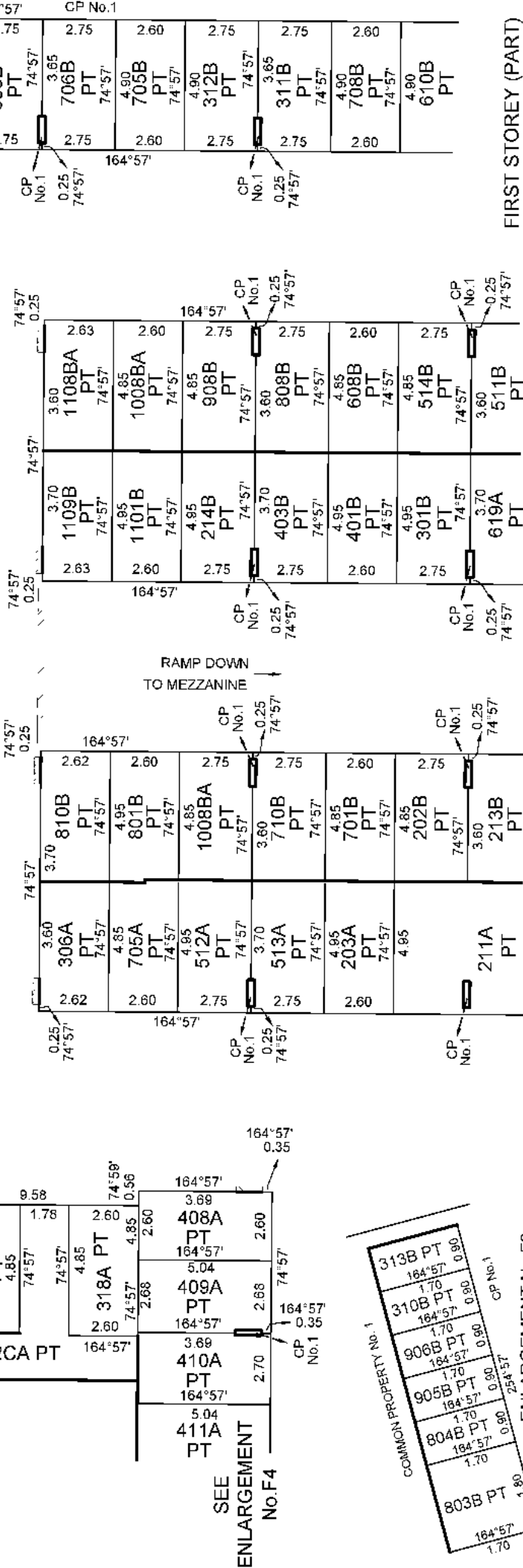
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COMMON PROPERTY No.1

SEE ENLARGEMENT No.F3



COMMON PROPERTY No.1



SEE ENLARGEMENT No.F4

FIRST STOREY (PART)

SEE ENLARGEMENT No.F3

SEE ENLARGEMENT No.F6

ENLARGEMENT No.F2

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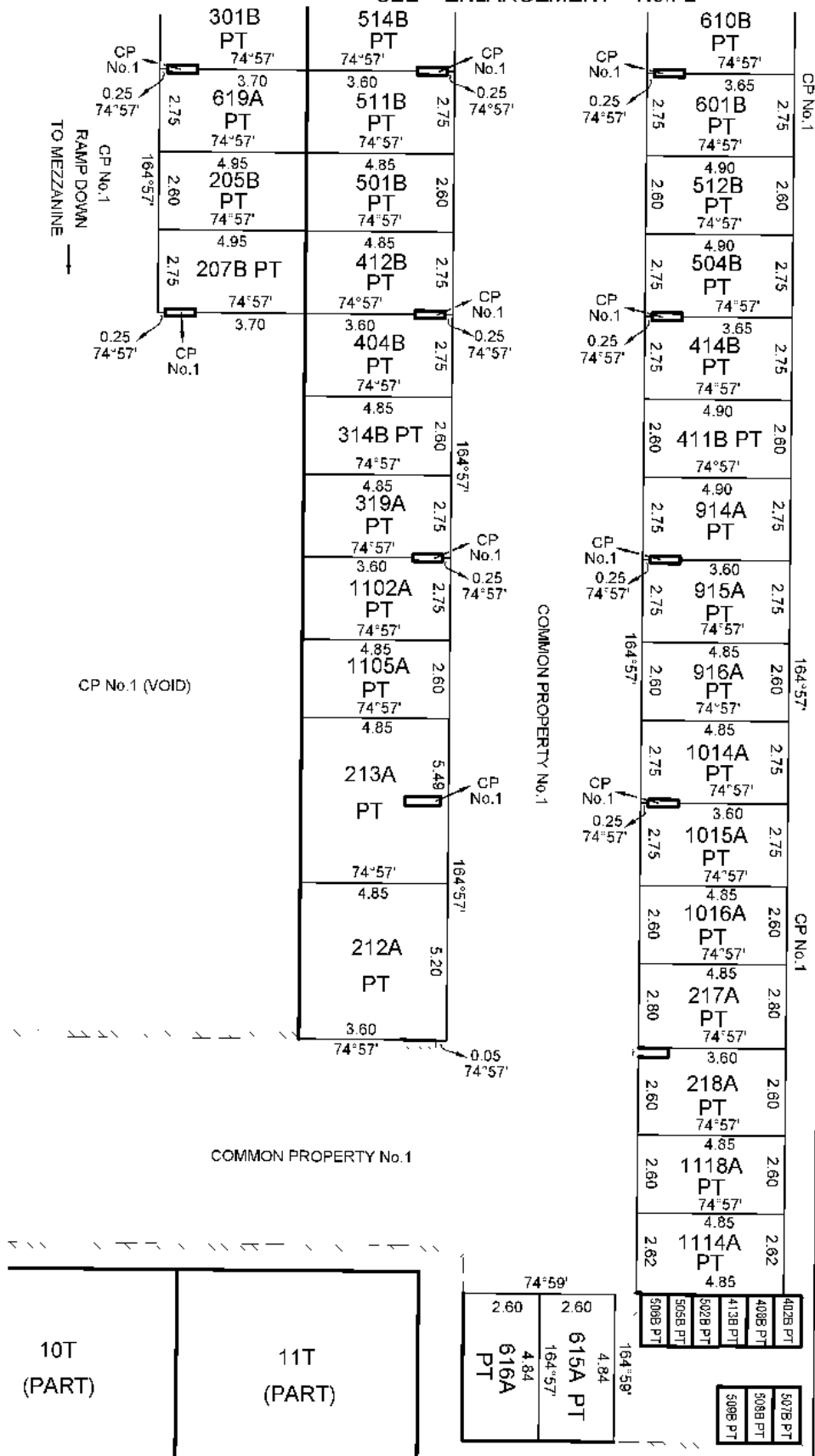
PLAN OF SUBDIVISION

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SEE ENLARGEMENT No.F2



SEE ENLARGEMENT No.F4



FIRST STOREY (PART)
ENLARGEMENT No.F6

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

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LENGTHS ARE IN METRES



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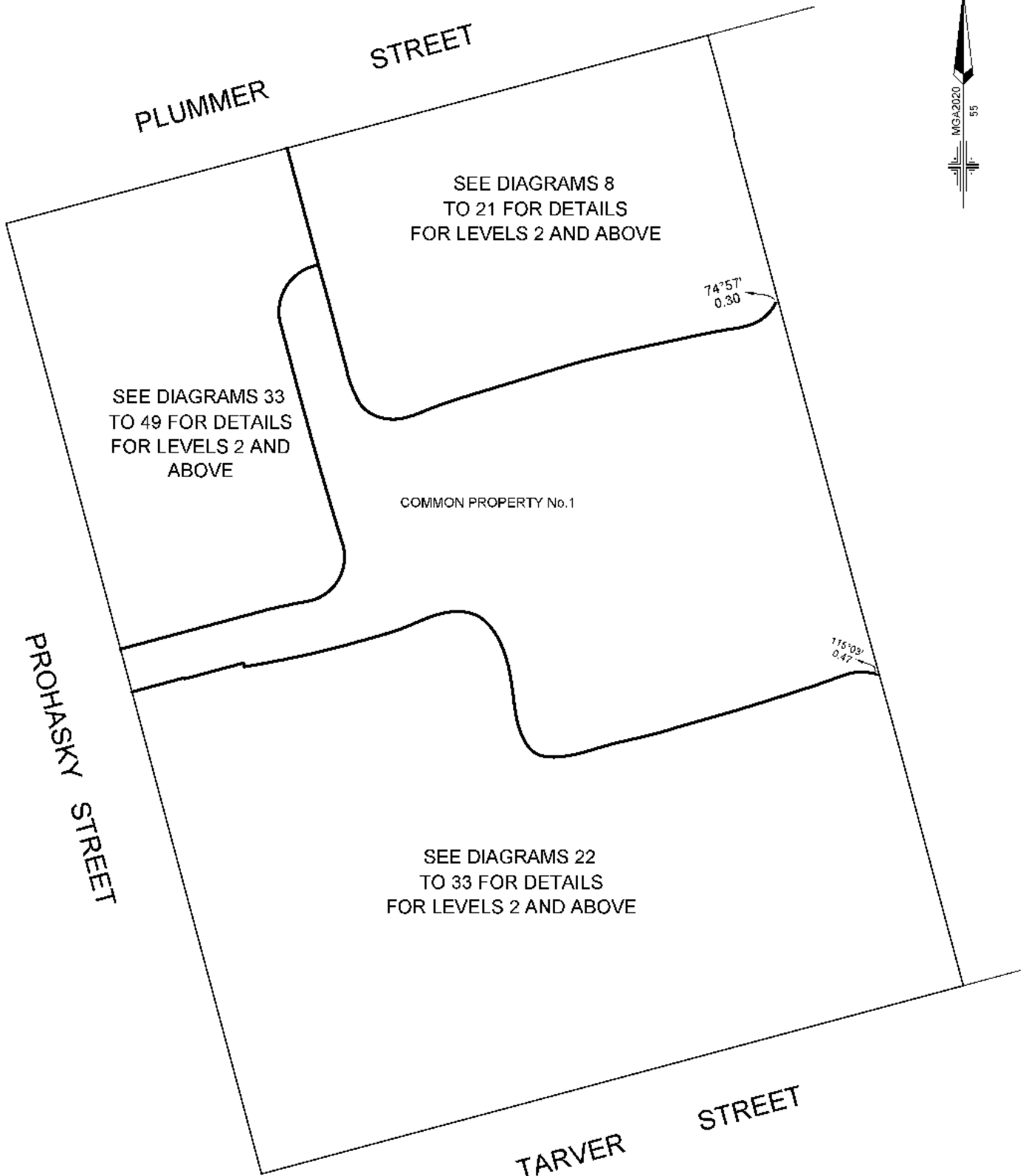
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PLAN OF SUBDIVISION

PS 746020J



SECOND STORY

DIAGRAM 6

SEE SECTIONS FOR LIMITS OF
UPPER AND LOWER BOUNDARIES

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LICENSED SURVEYOR: SCOTT DAVID JUKES

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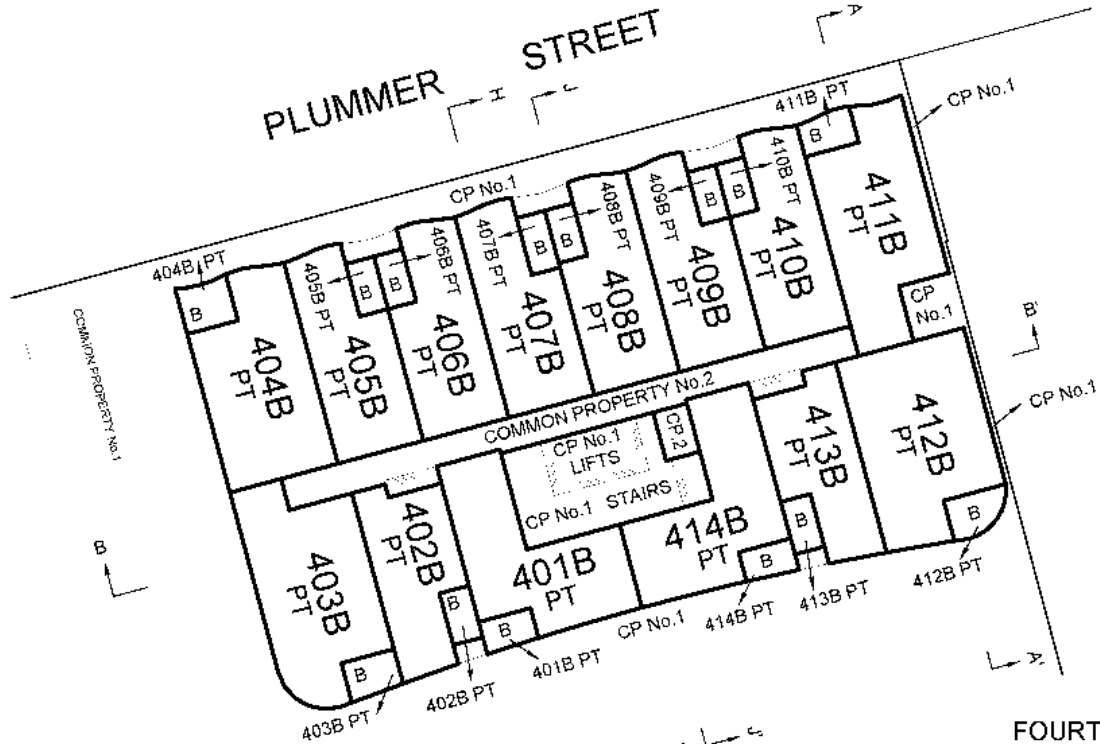
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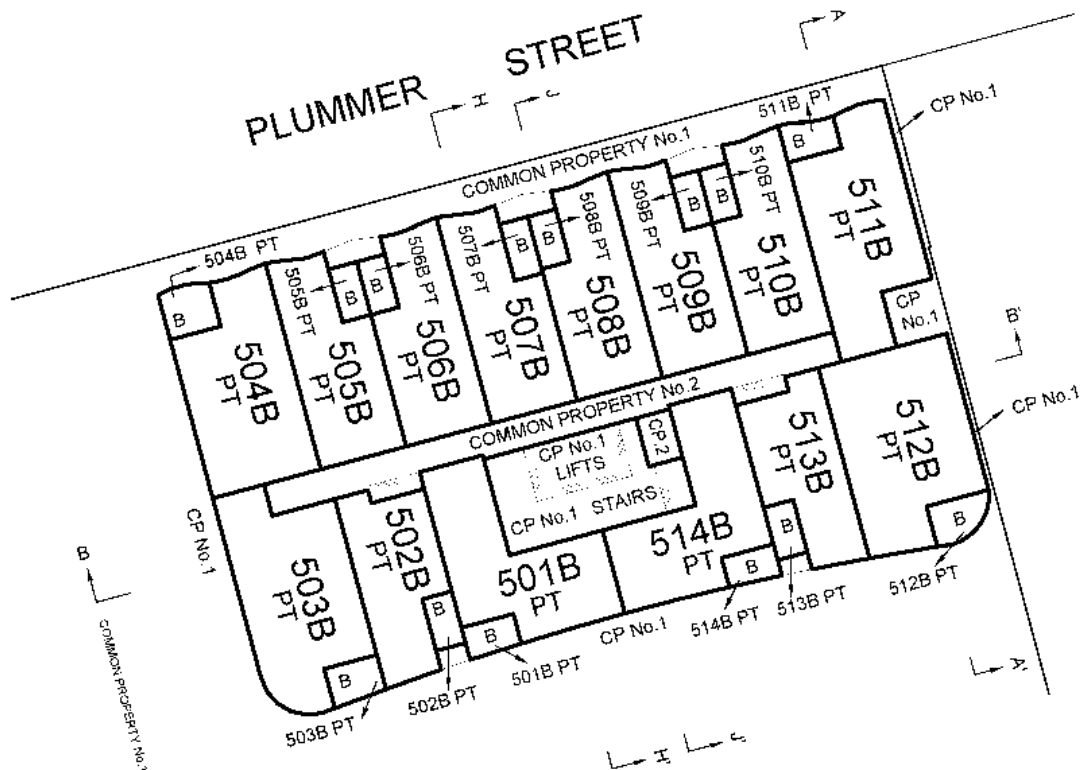
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SHEET 23

PLAN OF SUBDIVISION

PS 746020J



FOURTH STOREY
DIAGRAM 10



FIFTH STOREY
DIAGRAM 11

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300

0 3 6 9 12
LENGTHS ARE IN METRES



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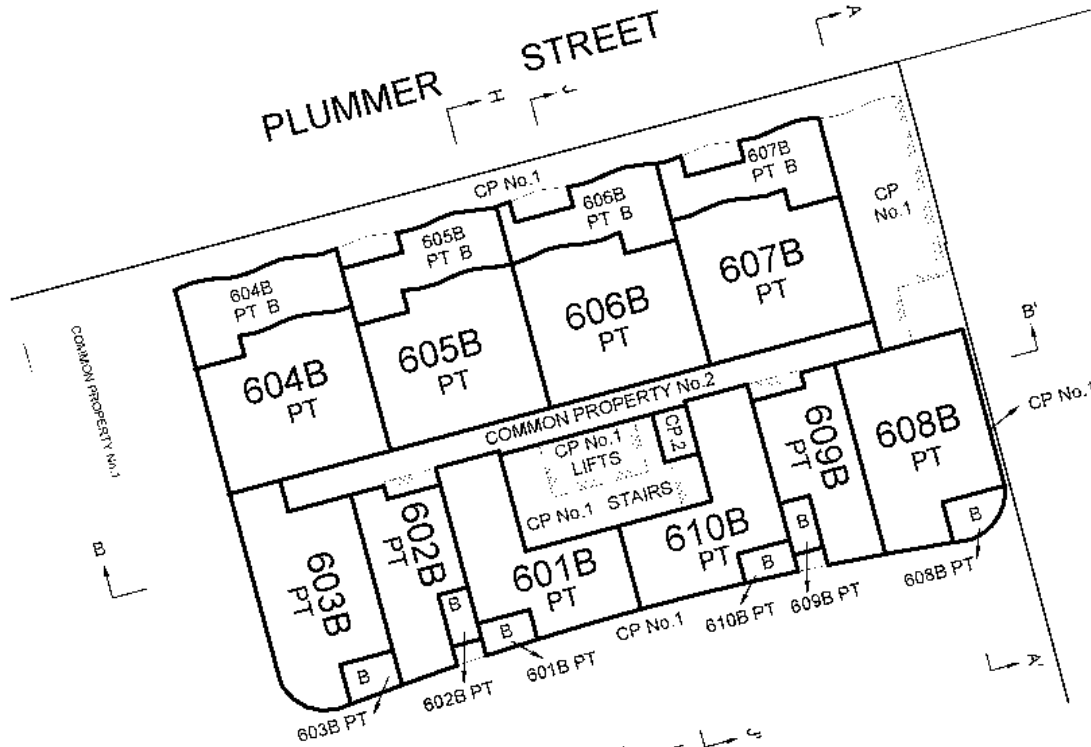
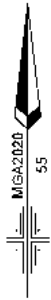
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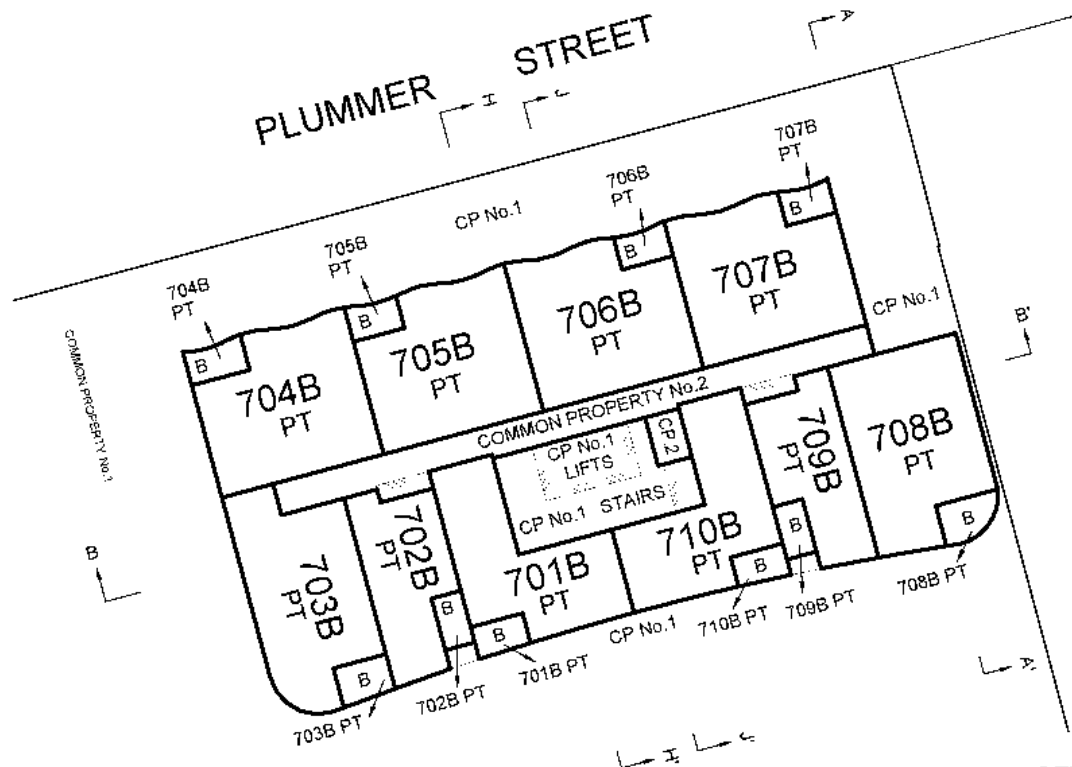
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PLAN OF SUBDIVISION

PS 746020J



SIXTH STOREY
DIAGRAM 12



SEVENTH STOREY
DIAGRAM 13

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300

0 3 6 9 12
LENGTHS ARE IN METRES



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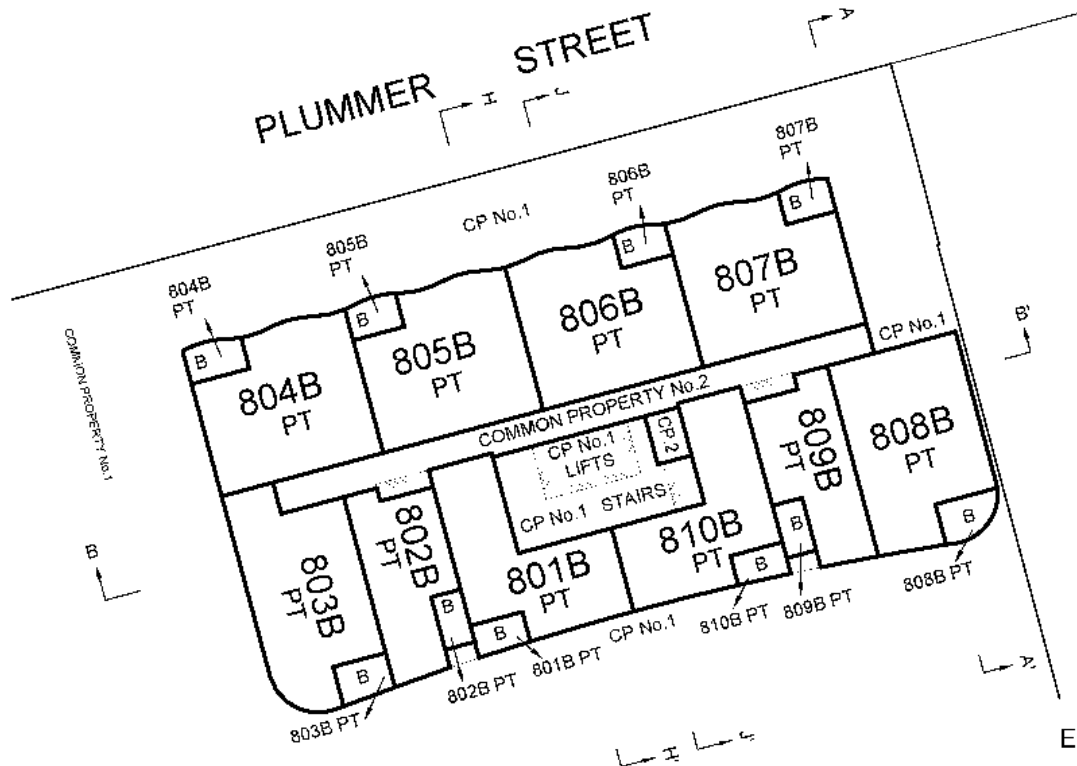
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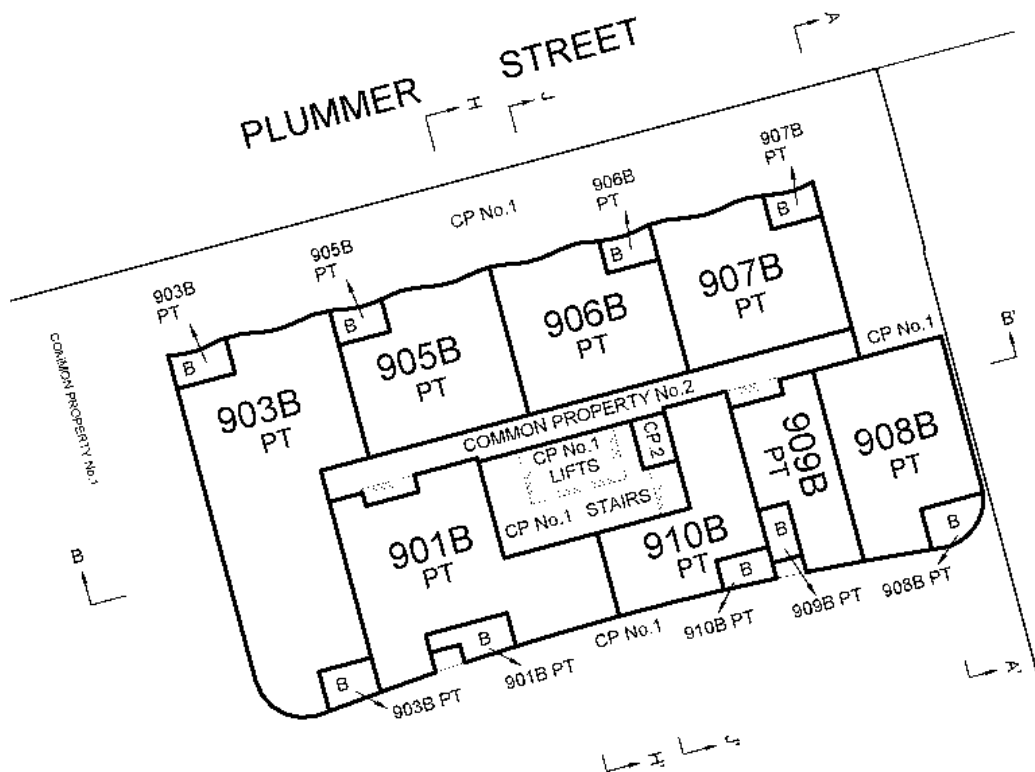
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PLAN OF SUBDIVISION

PS 746020J



EIGHTH STOREY
DIAGRAM 14



NINTH STOREY
DIAGRAM 15

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300

0 3 6 9 12
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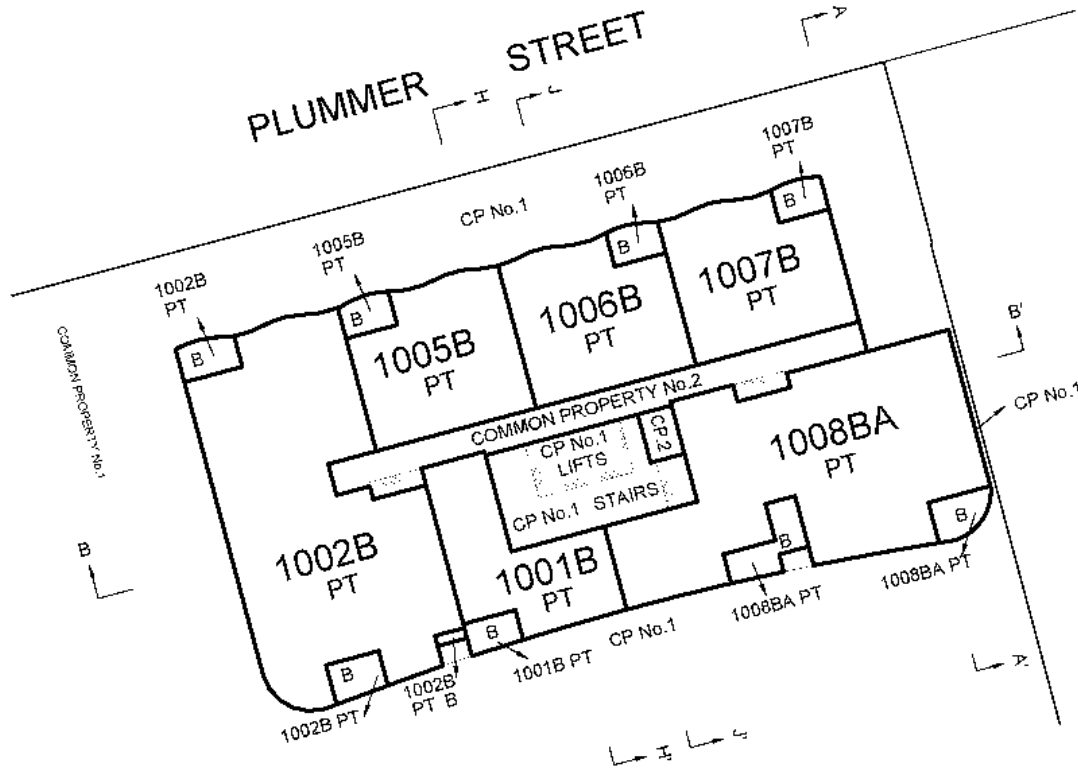
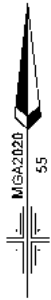
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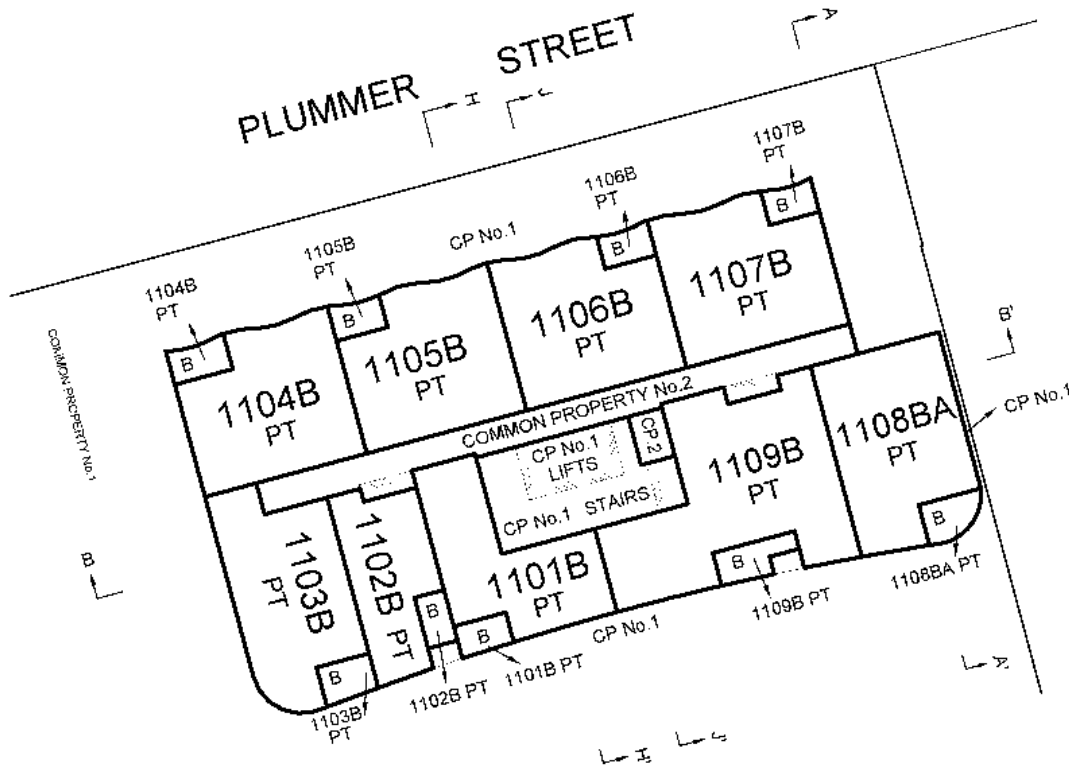
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PLAN OF SUBDIVISION

PS 746020J



TENTH STOREY
DIAGRAM 16



ELEVENTH STOREY
DIAGRAM 17

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300

0 3 6 9 12
LENGTHS ARE IN METRES



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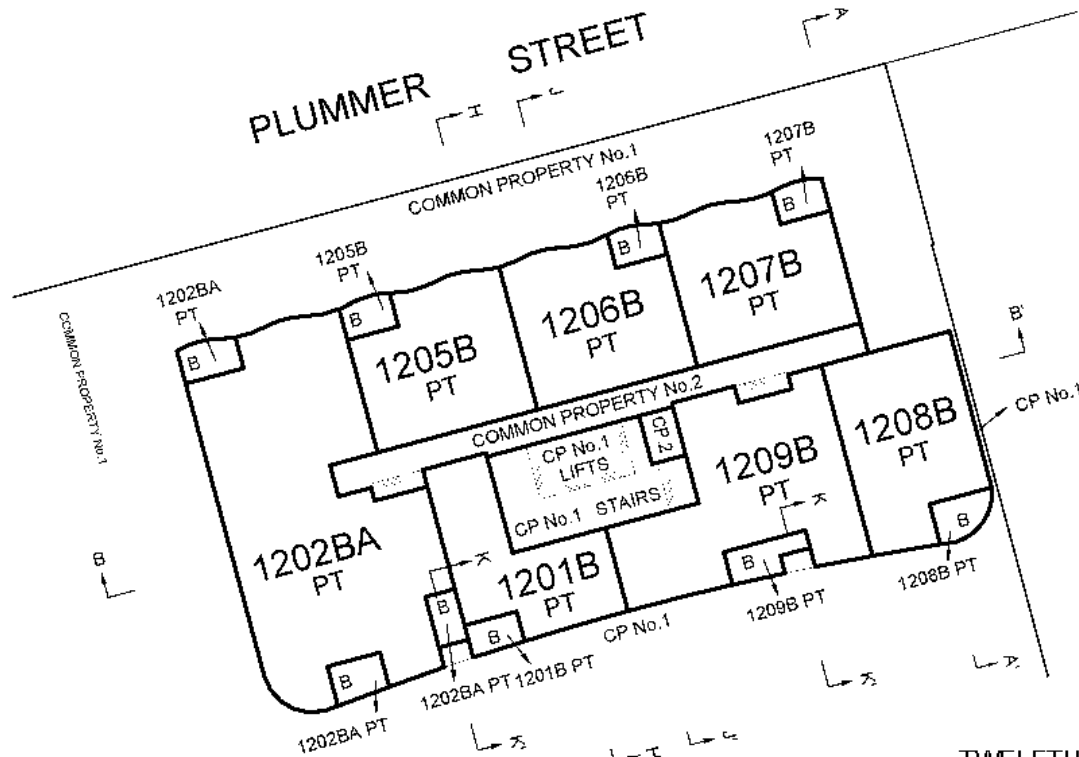
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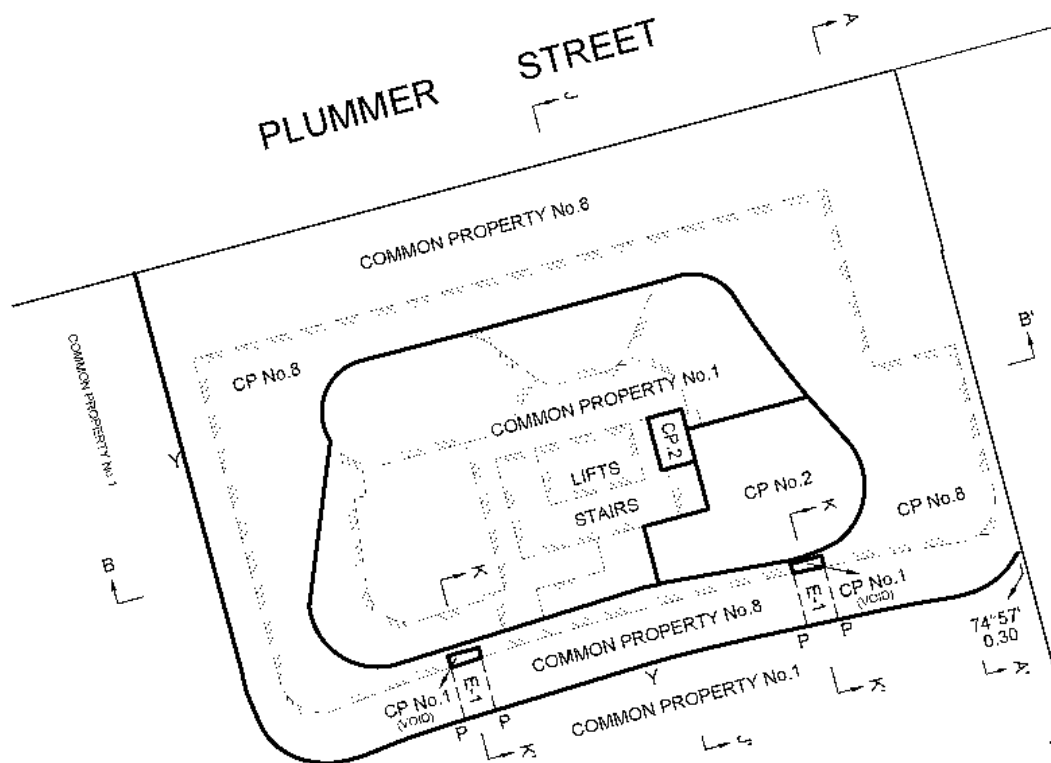
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PLAN OF SUBDIVISION

PS 746020J



TWELFTH STOREY
DIAGRAM 18



THIRTEENTH STOREY
DIAGRAM 19

BOUNDARIES LABELLED "Y" WITHIN DIAGRAM 19 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAM 8 (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300

0 3 6 9 12
LENGTHS ARE IN METRES



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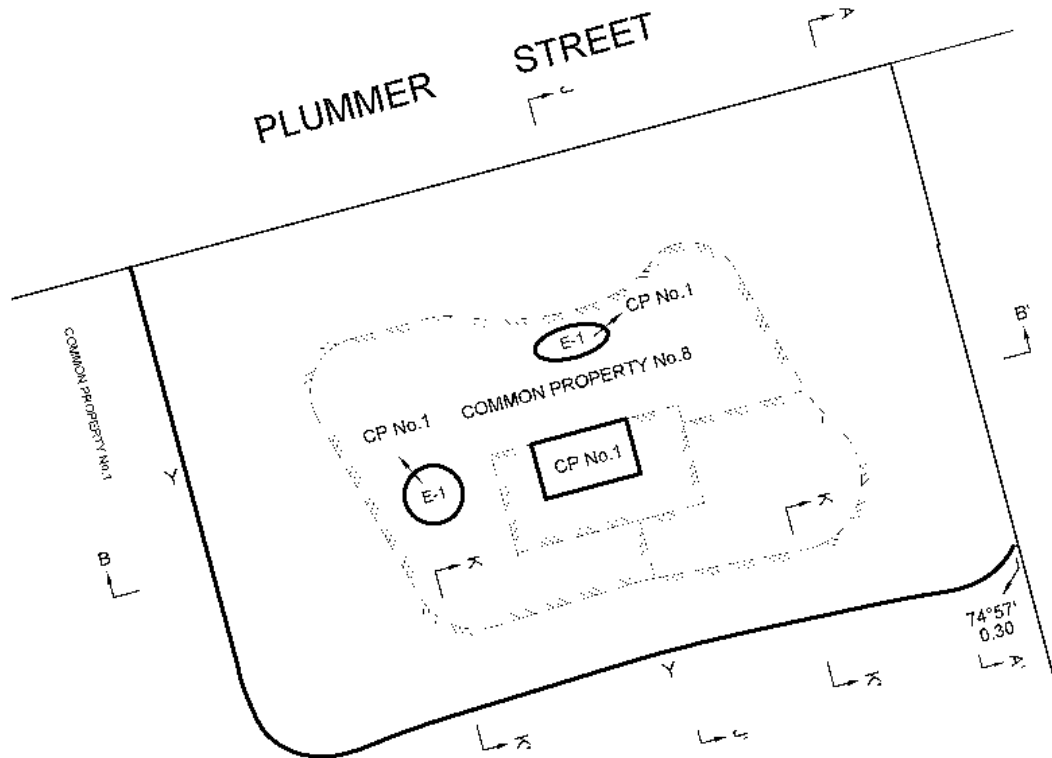
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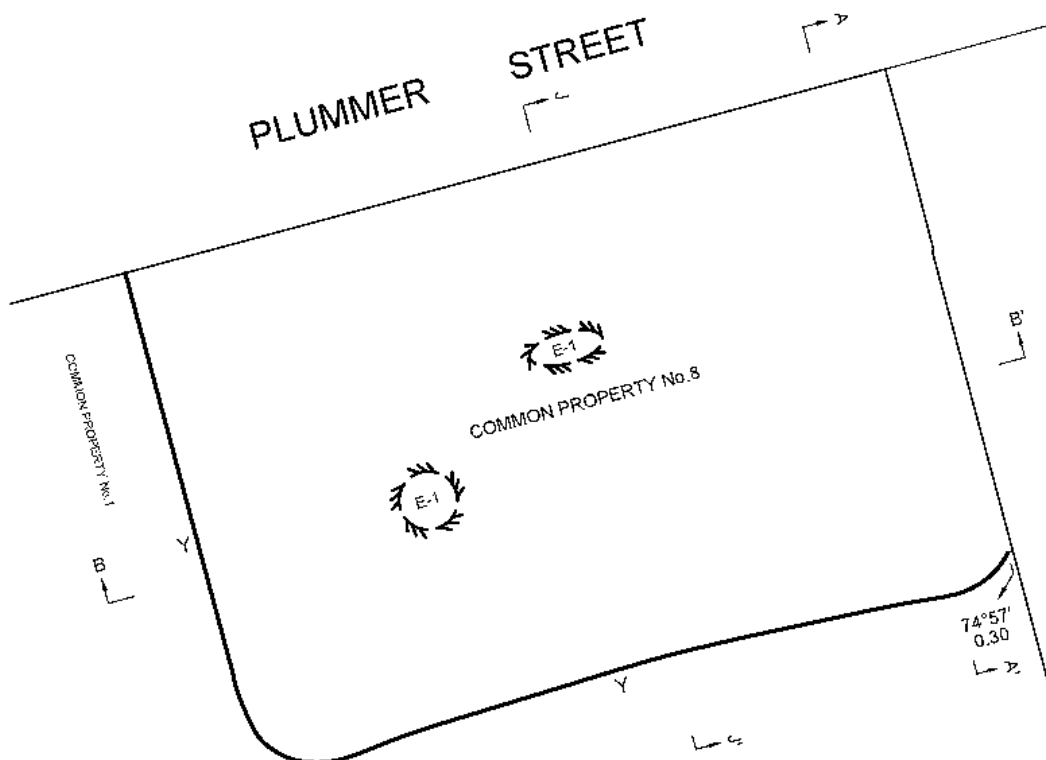
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SHEET 29

PLAN OF SUBDIVISION

PS 746020J



FOURTEENTH STOREY
DIAGRAM 20



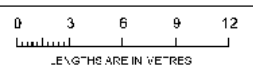
FIFTEENTH STOREY
DIAGRAM 21

BOUNDARIES LABELLED "Y" WITHIN DIAGRAMS 20 AND 21 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAM 8 (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:300



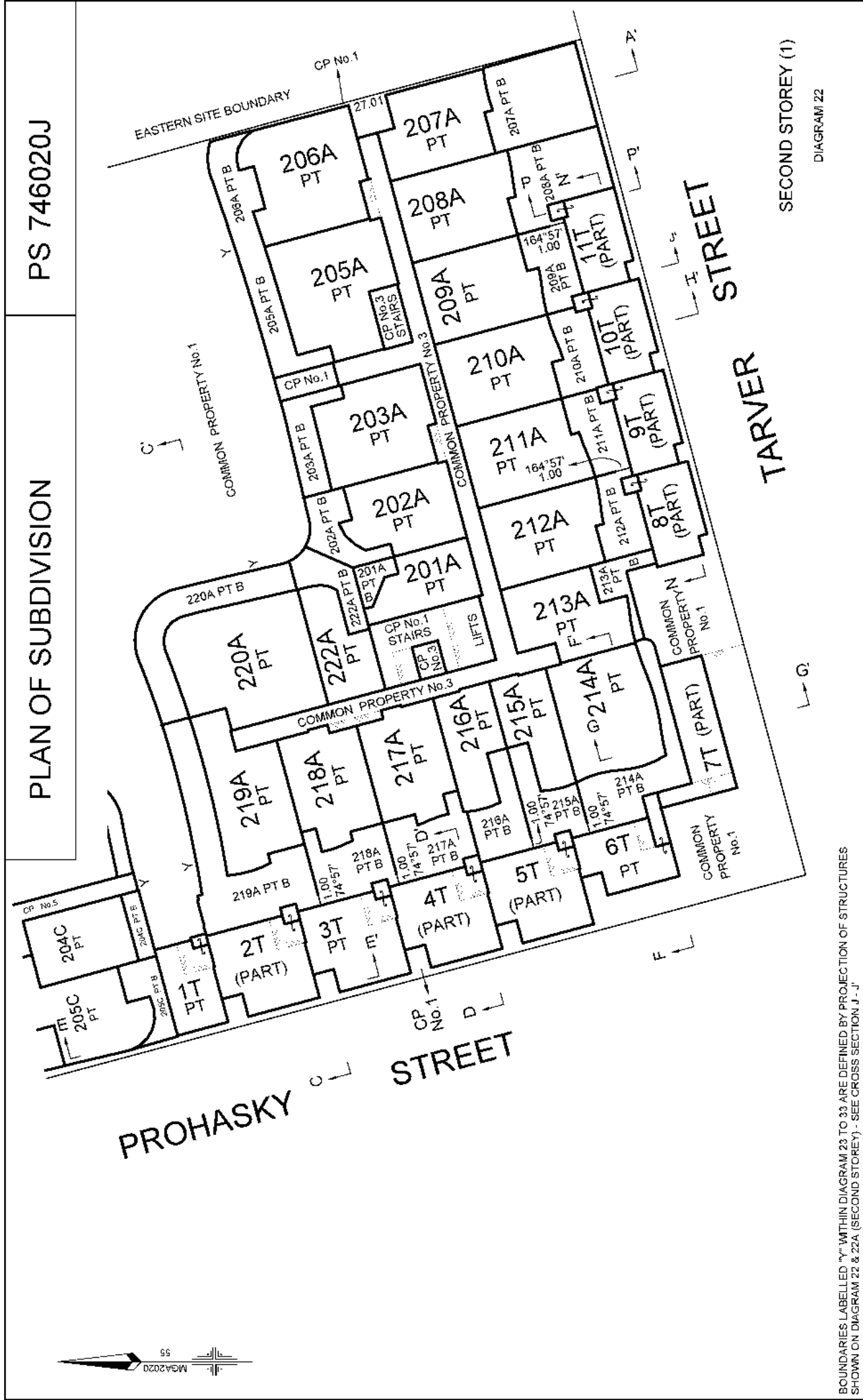
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REFERENCE: AA0101
DRAWN BY: SL

ORIGINAL SHEET SIZE: A3
SHEET 30



P.M. PORT MELBOURNE		SCALE = 1:300		ORIGINAL SHEET SIZE: A3		SHEET 31	
LICENSED SURVEYOR: SCOTT DAVID JUKES		DATE: 28/03/23		REFERENCE: A40101		DRAWN BY: SL	
DRAWING: CP05AD		DRAWN BY: SL		DRAWN BY: SL		DRAWN BY: SL	

BOUNDARIES LABELLED "Y" WITHIN DIAGRAM 23 TO 33 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAM 22 & 22A (SECOND STOREY) - SEE CROSS SECTION J-J'



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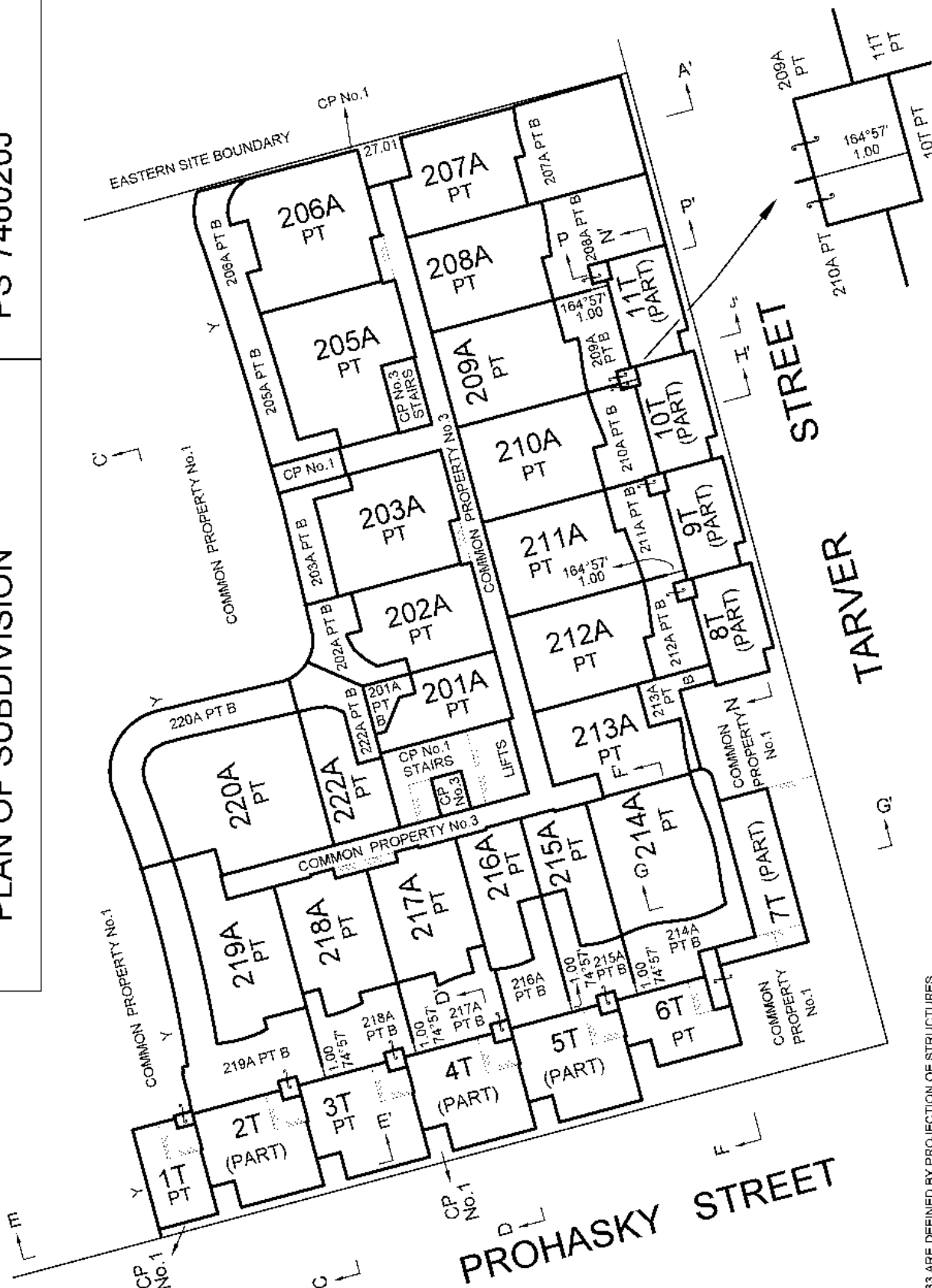
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Southbank VIC 3006 Australia

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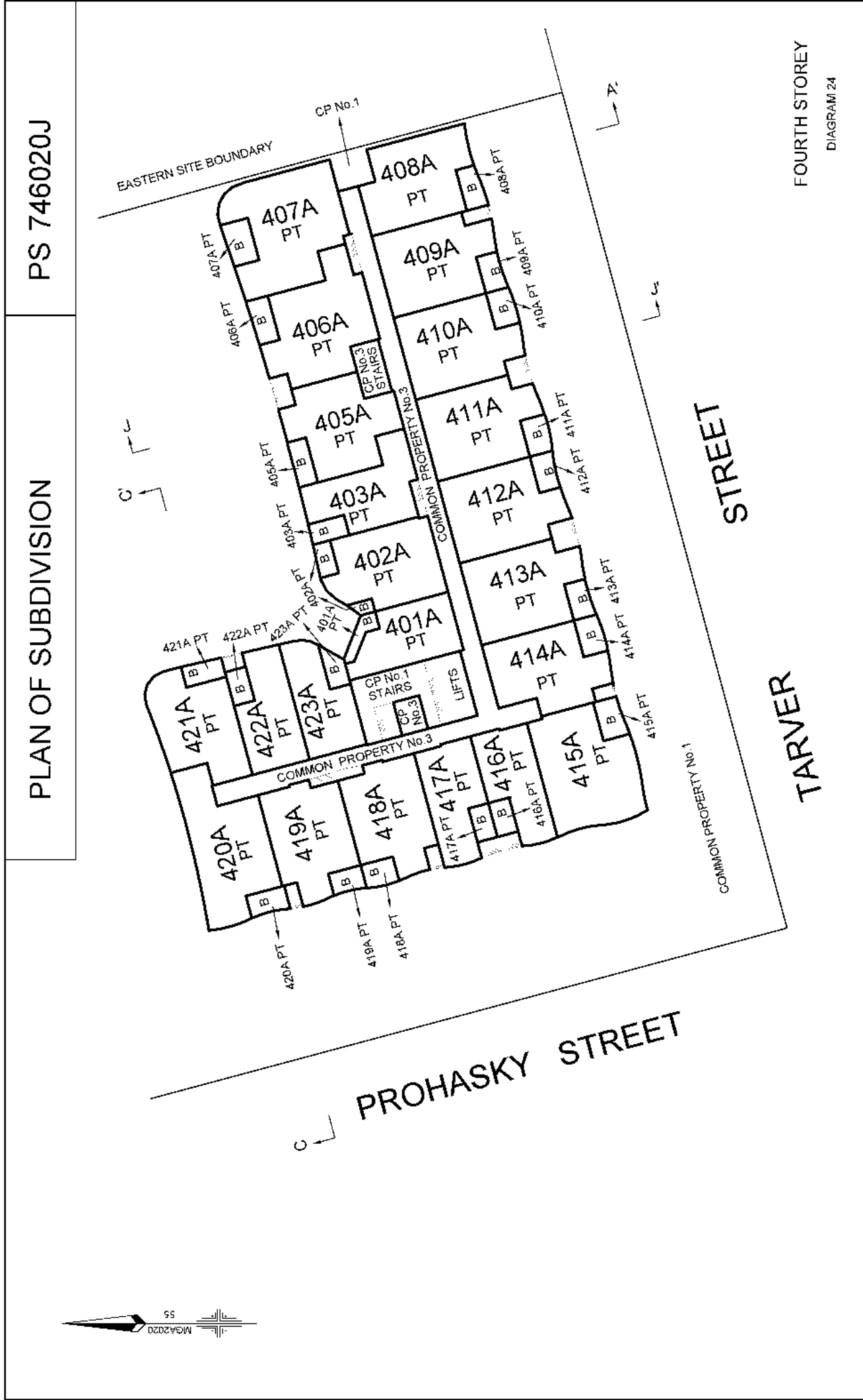
PLAN OF SUBDIVISION




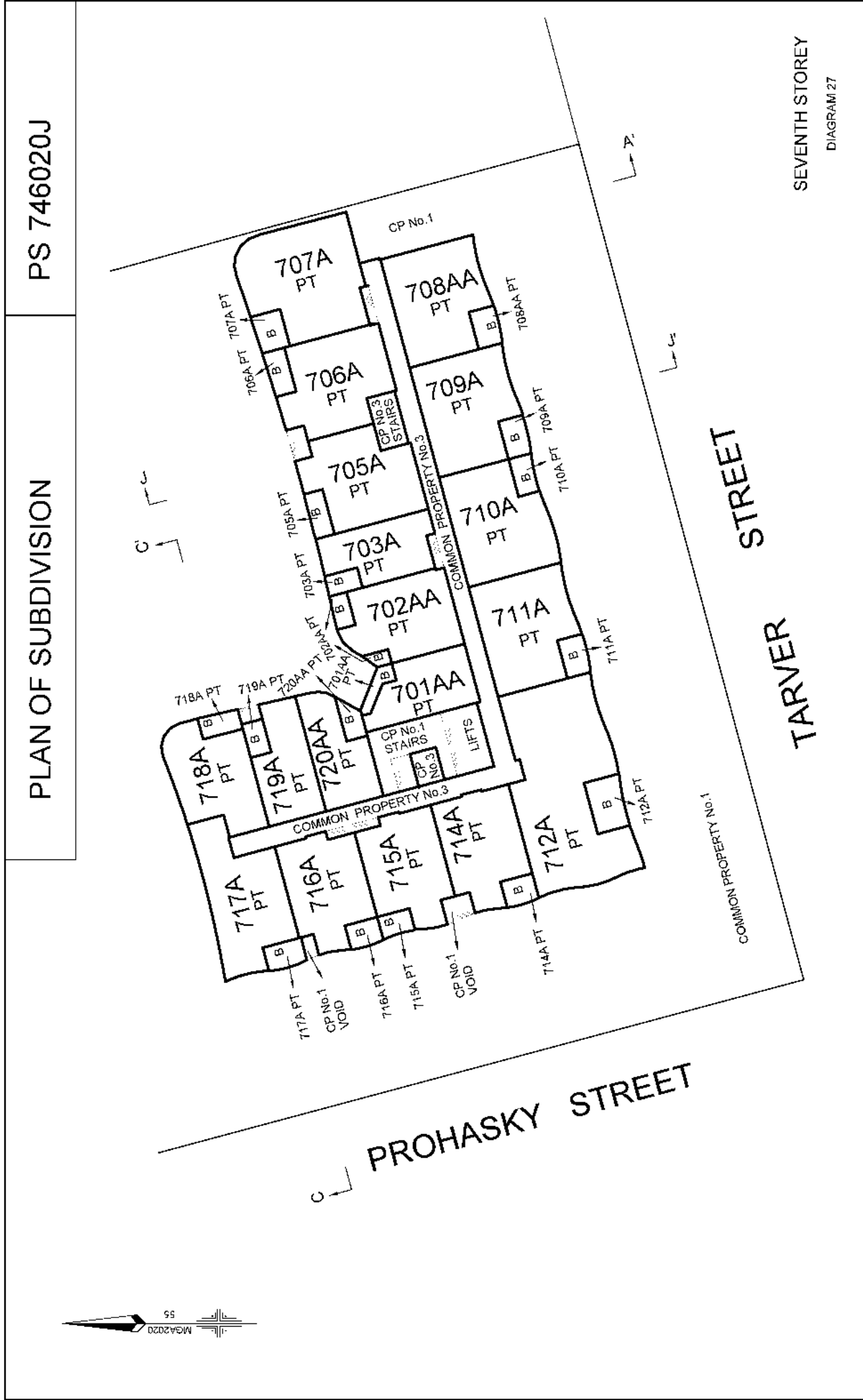
SECOND STOREY (2)
DIAGRAM 22A


BOUNDARIES LABELLED "Y" WITHIN DIAGRAM 23 TO 33 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAM 22 & 22A (SECOND STOREY) - SEE CROSS SECTION J - J

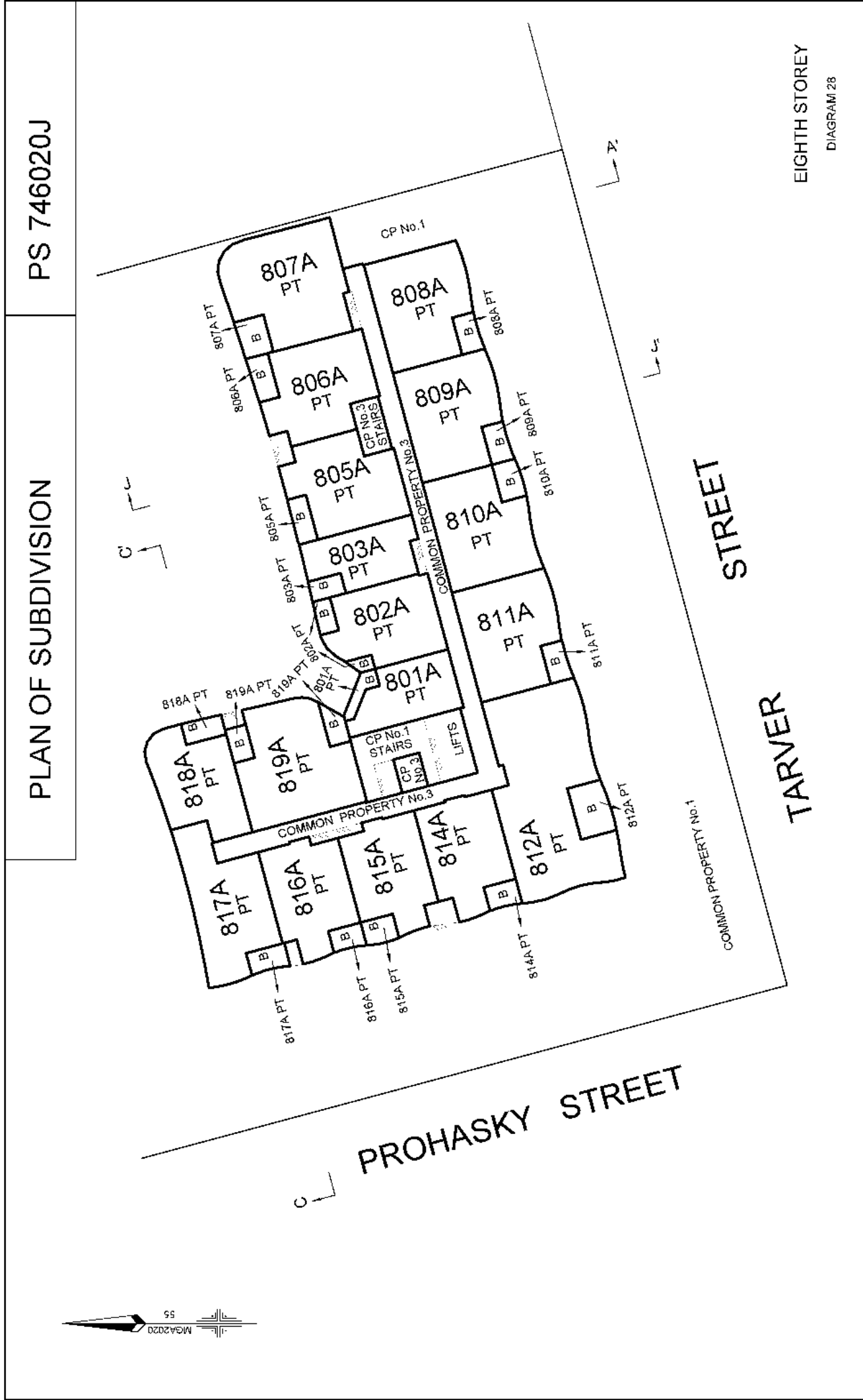
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DATE: 28/03/23		REFERENCE: A40101						
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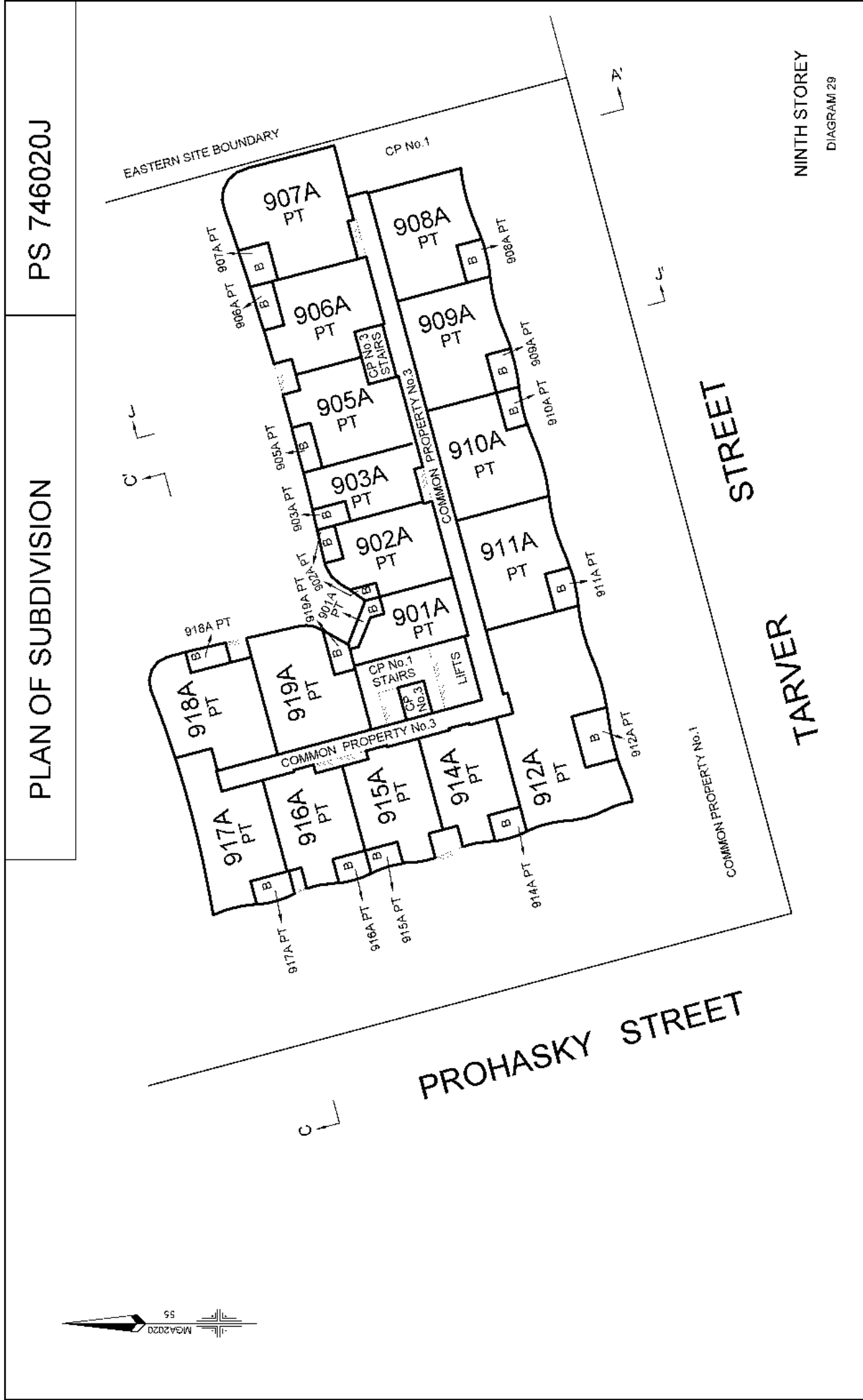
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DRAWING: CP05AD		DRAWN BY: SL					



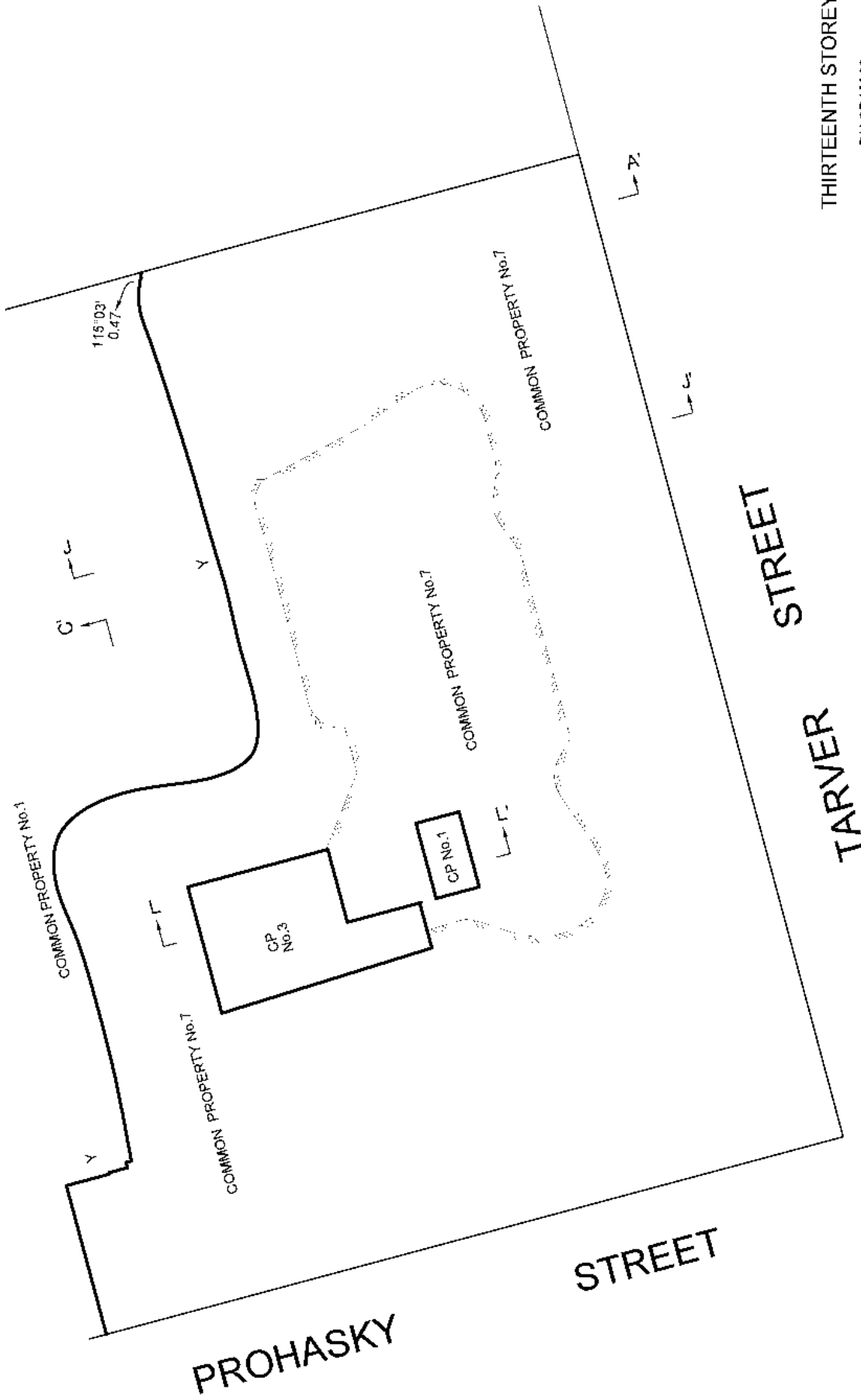
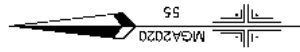
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PLAN OF SUBDIVISION

PS 746020J



THIRTEENTH STOREY

BOUNDARIES LABELLED "Y" WITHIN DIAGRAM 23 TO 33 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAM 22 & 22A (SECOND STOREY) - SEE CROSS SECTION J - J'

P.M. PORT MELBOURNE


LICENSED SURVEYOR: SCOTT DAVID JUKES

PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

DATE: 28/03/23
DRAWING: CP05AD
REFERENCE: AA0101
DRAWN BY: SL

SCALE = 1:300

LENGTHS ARE IN METRES

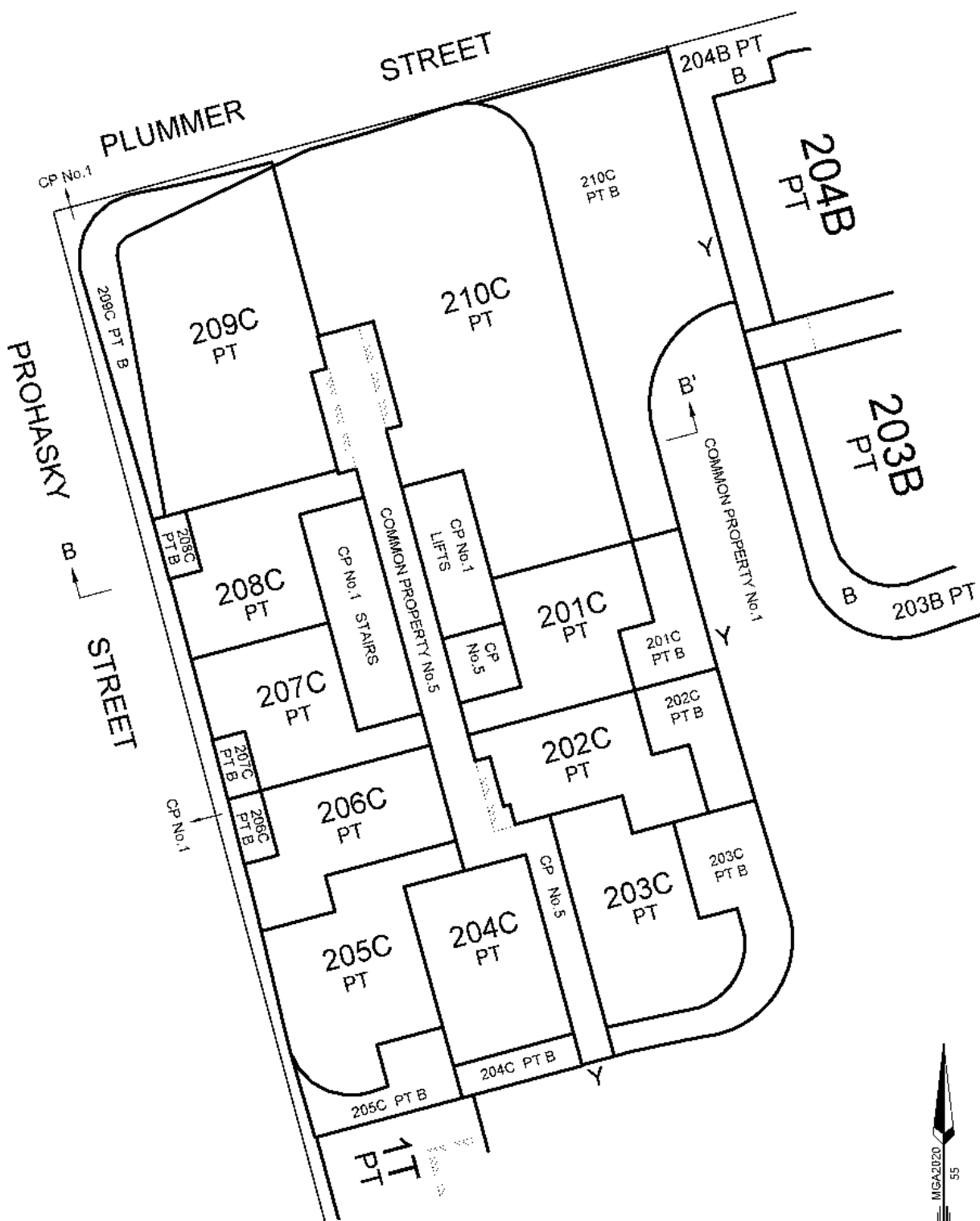


ORIGINAL SHEET
SIZE: A3

SHEET 43

PLAN OF SUBDIVISION

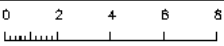

PS 746020J



SECOND STOREY

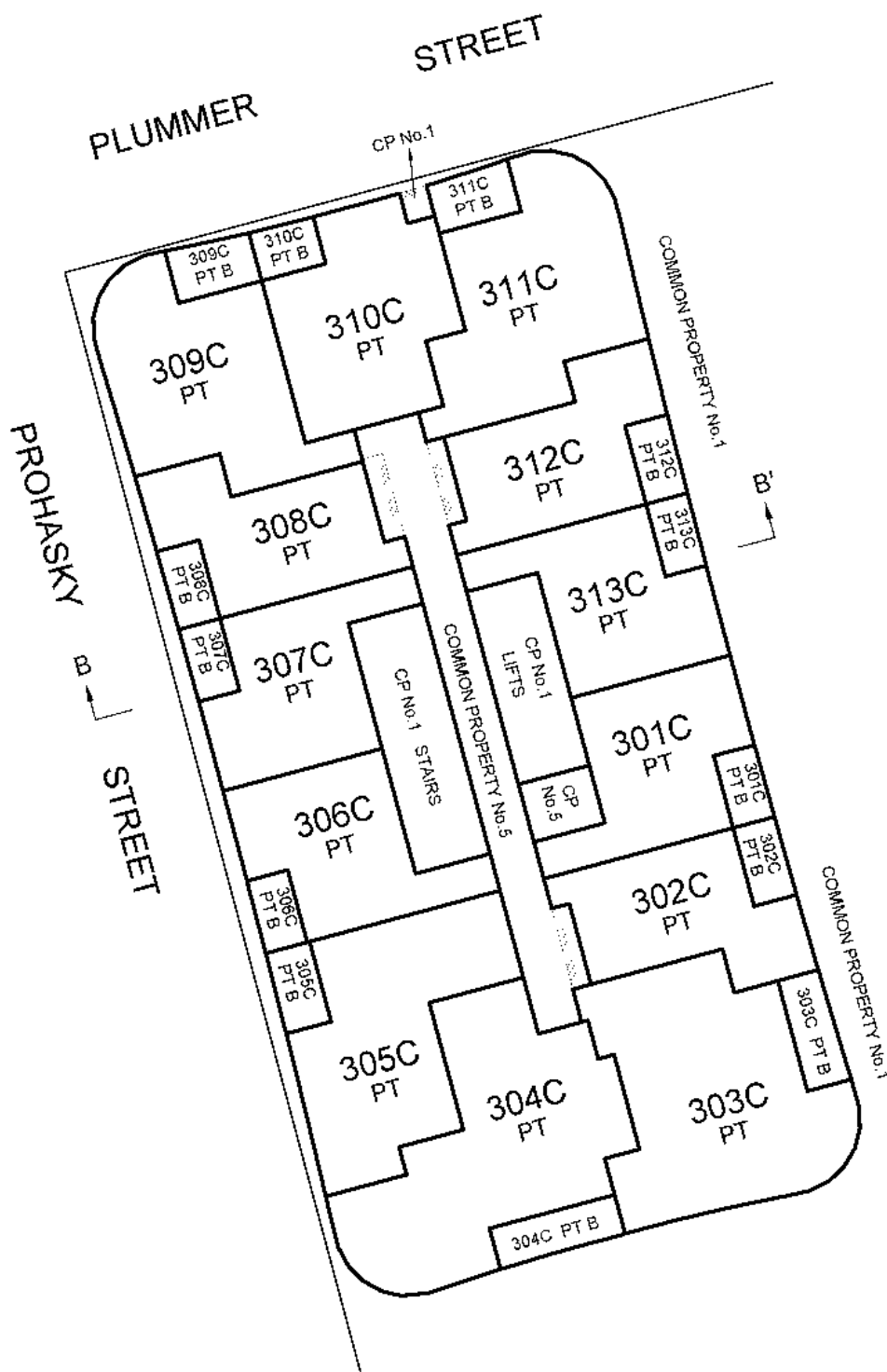
DIAGRAM 34

BOUNDARIES LABELLED "Y" WITHIN DIAGRAMS 48 AND 49 ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON THIS DIAGRAM (SECOND STOREY) - SEE CROSS SECTION B-B'

P.M. PORT MELBOURNE	LICENSED SURVEYOR: SCOTT DAVID JUKES	SCALE 1:200	 <p>LENGTHS ARE IN METRES</p>
 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	<p>DATE: 28/03/23 DRAWING: CP05AD</p> <p>REFERENCE: AA0101 DRAWN BY: SL</p>		ORIGINAL SHEET SIZE: A3 SHEET 44

PLAN OF SUBDIVISION

PS 746020J



THIRD STOREY
DIAGRAM 35

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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Tel: +61 3 9516 6899
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Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

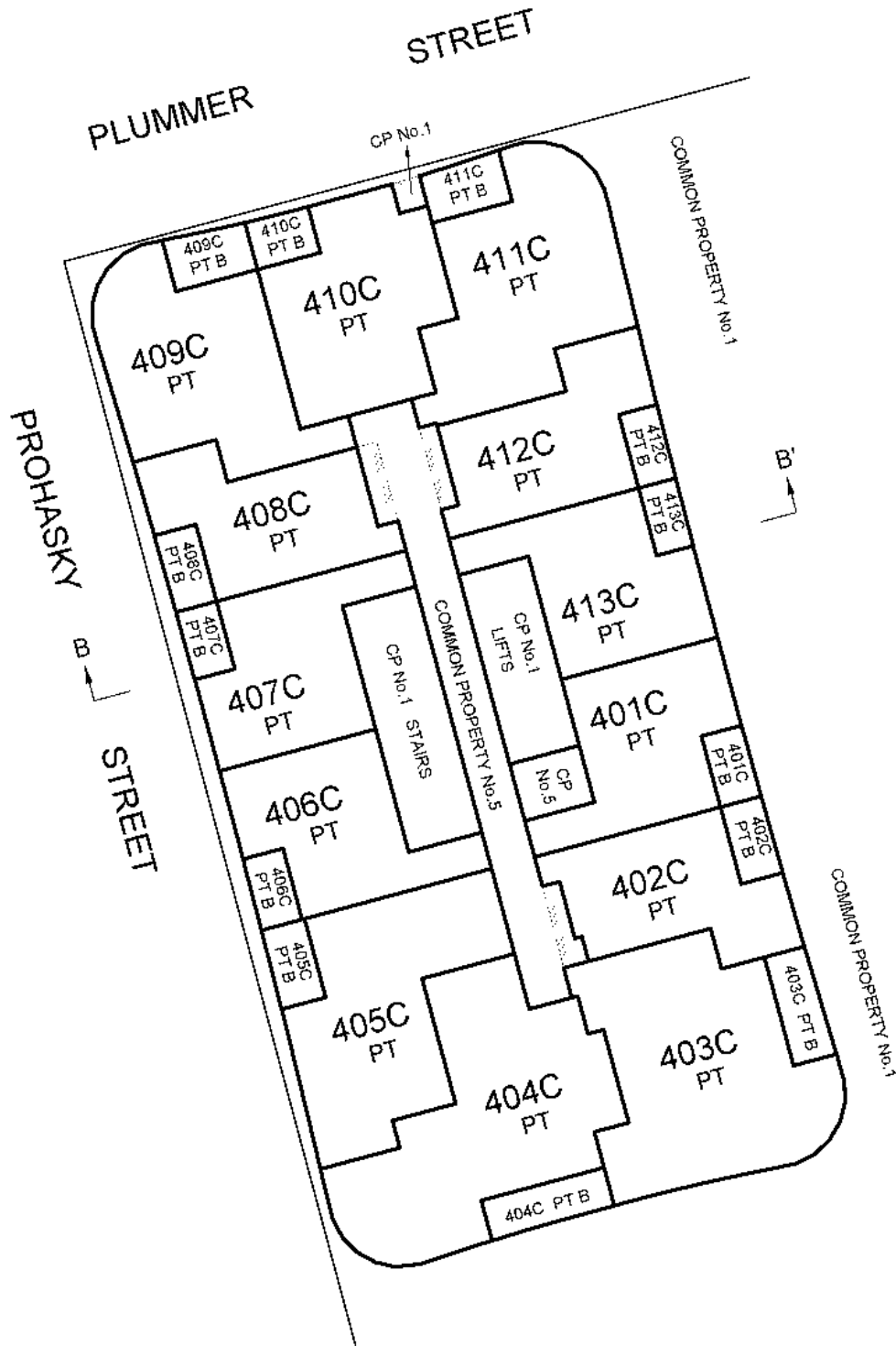
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DRAWING: CP05AD

REFERENCE: AA0101
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ORIGINAL SHEET SIZE: A3
SHEET 45

PLAN OF SUBDIVISION

PS 746020J



FOURTH STOREY
DIAGRAM 36

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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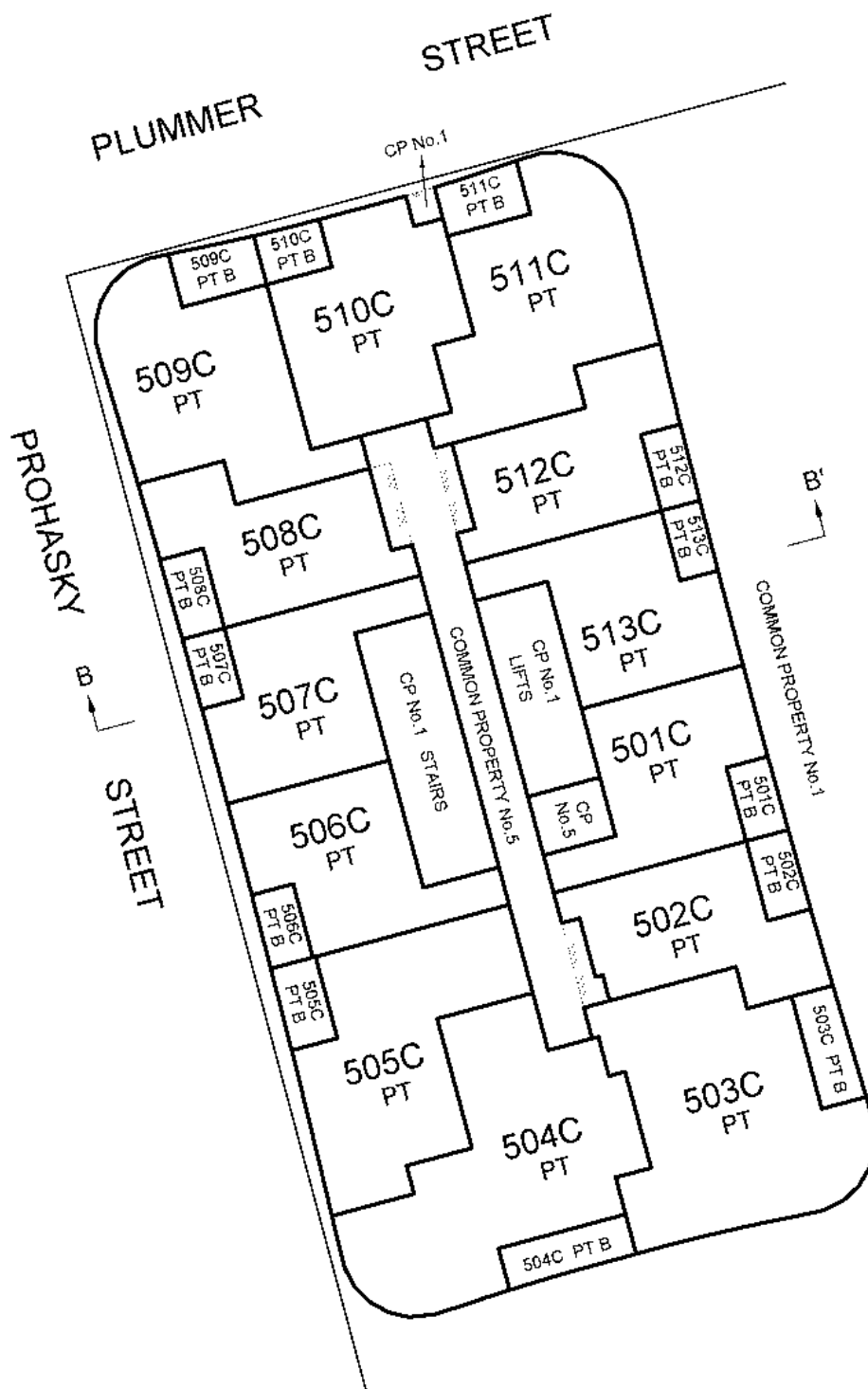
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SHEET 46

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PS 746020J



FIFTH STOREY
DIAGRAM 37

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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Suite 3, 102 Dodds Street
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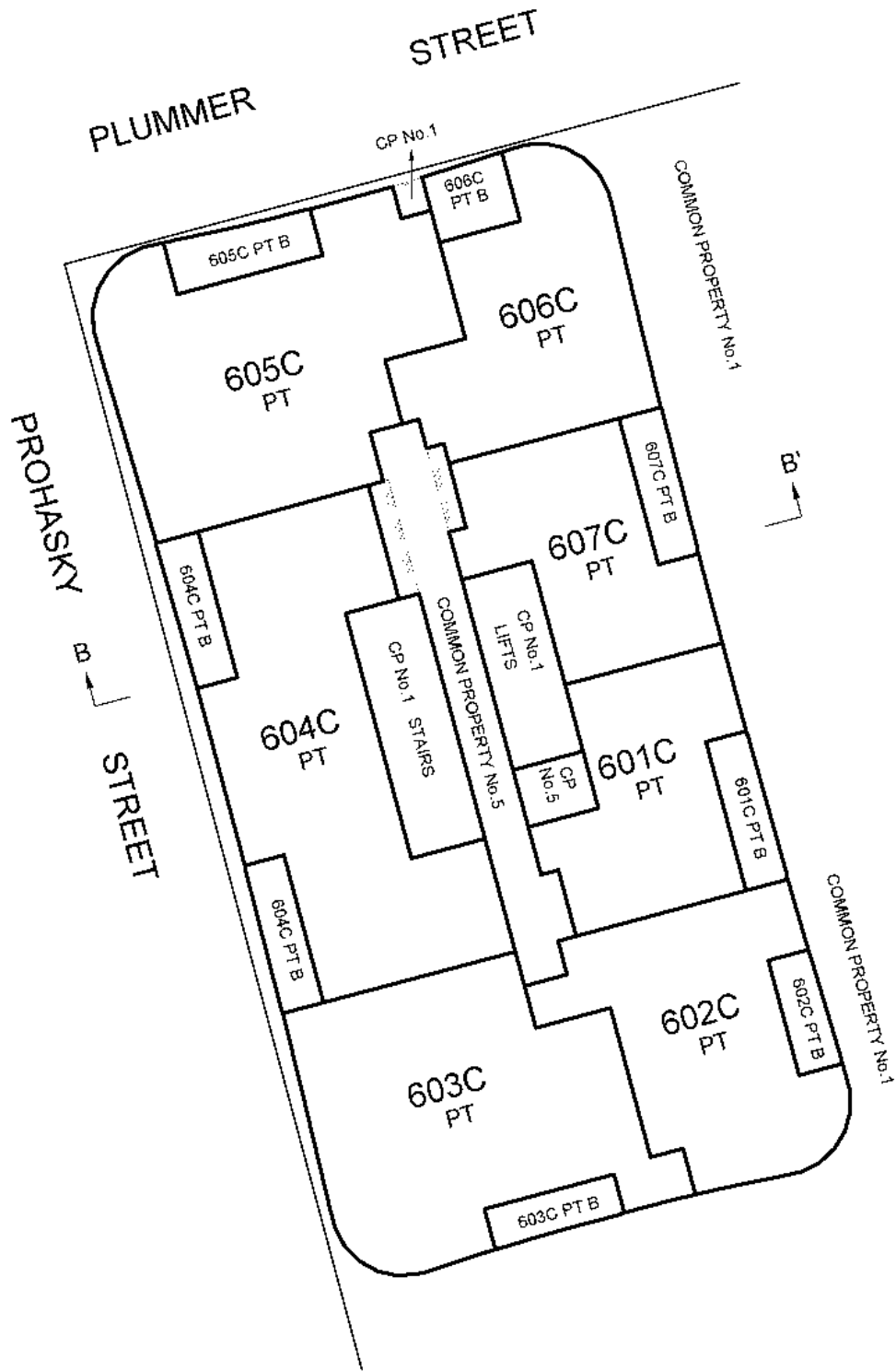
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SHEET 47

PLAN OF SUBDIVISION

PS 746020J



SIXTH STOREY

DIAGRAM 38

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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DRAWING: CP05AD

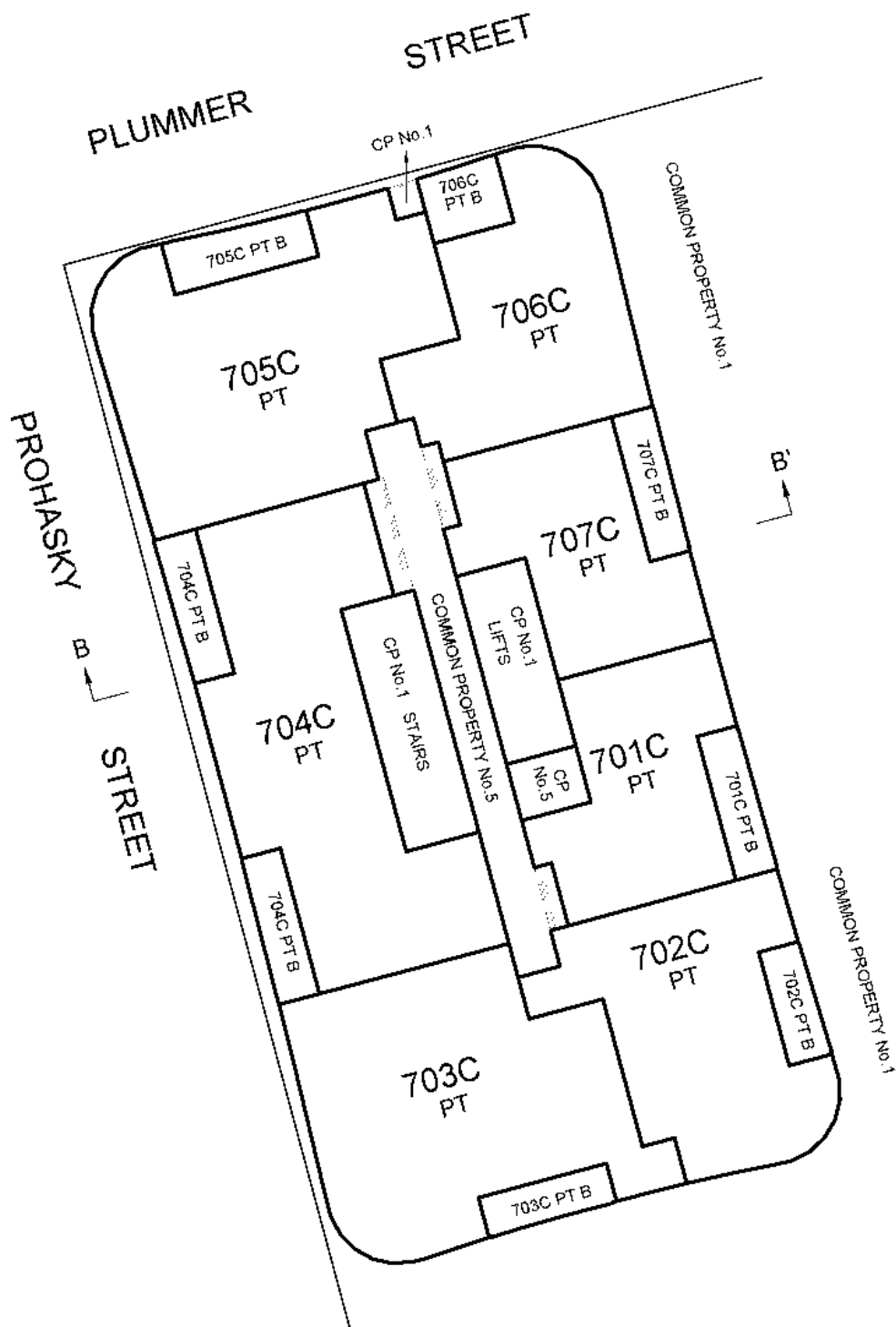
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SHEET 48

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PS 746020J



SEVENTH STOREY

DIAGRAM 39

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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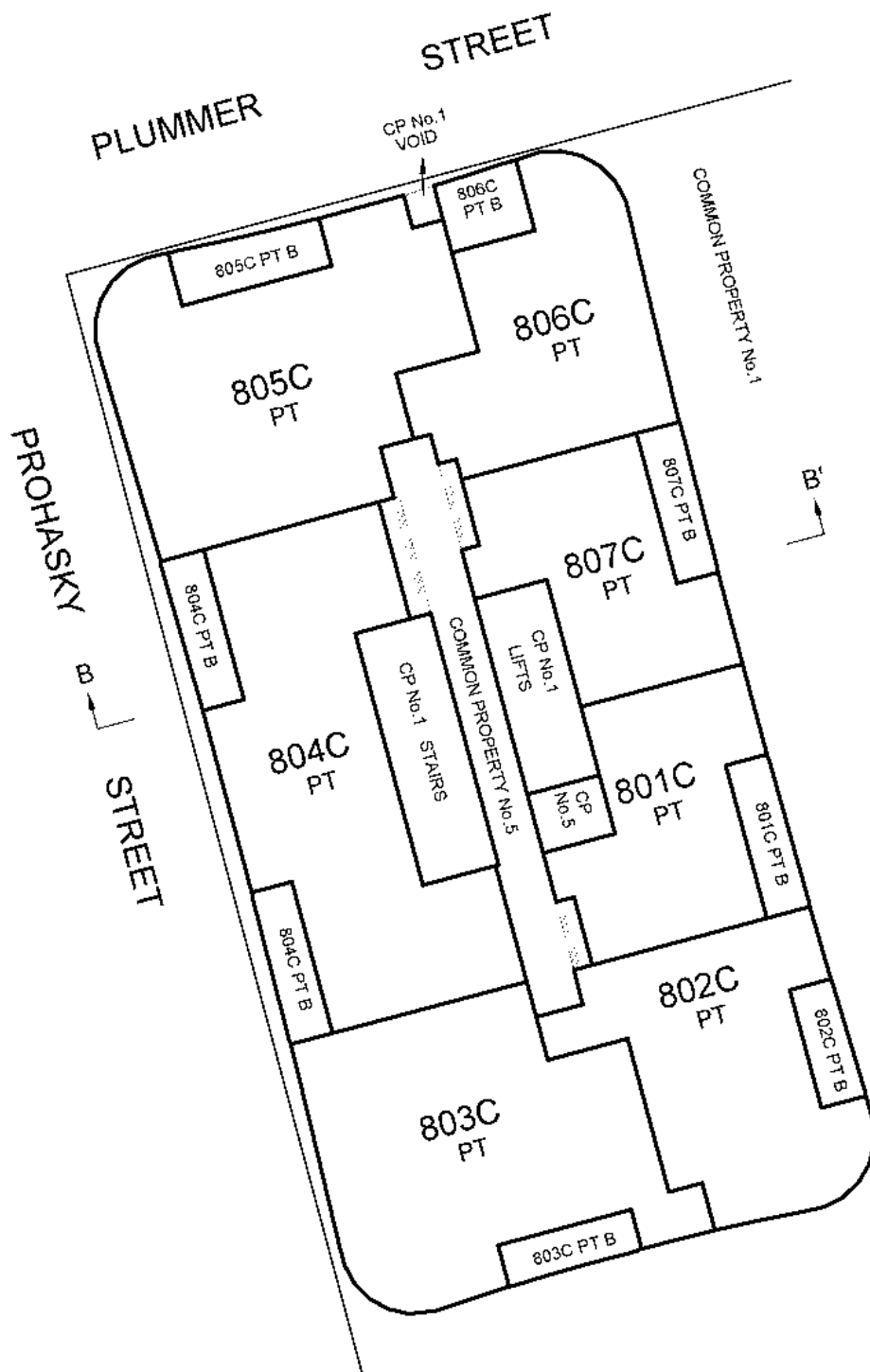
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PS 746020J



EIGHTH STOREY
DIAGRAM 40

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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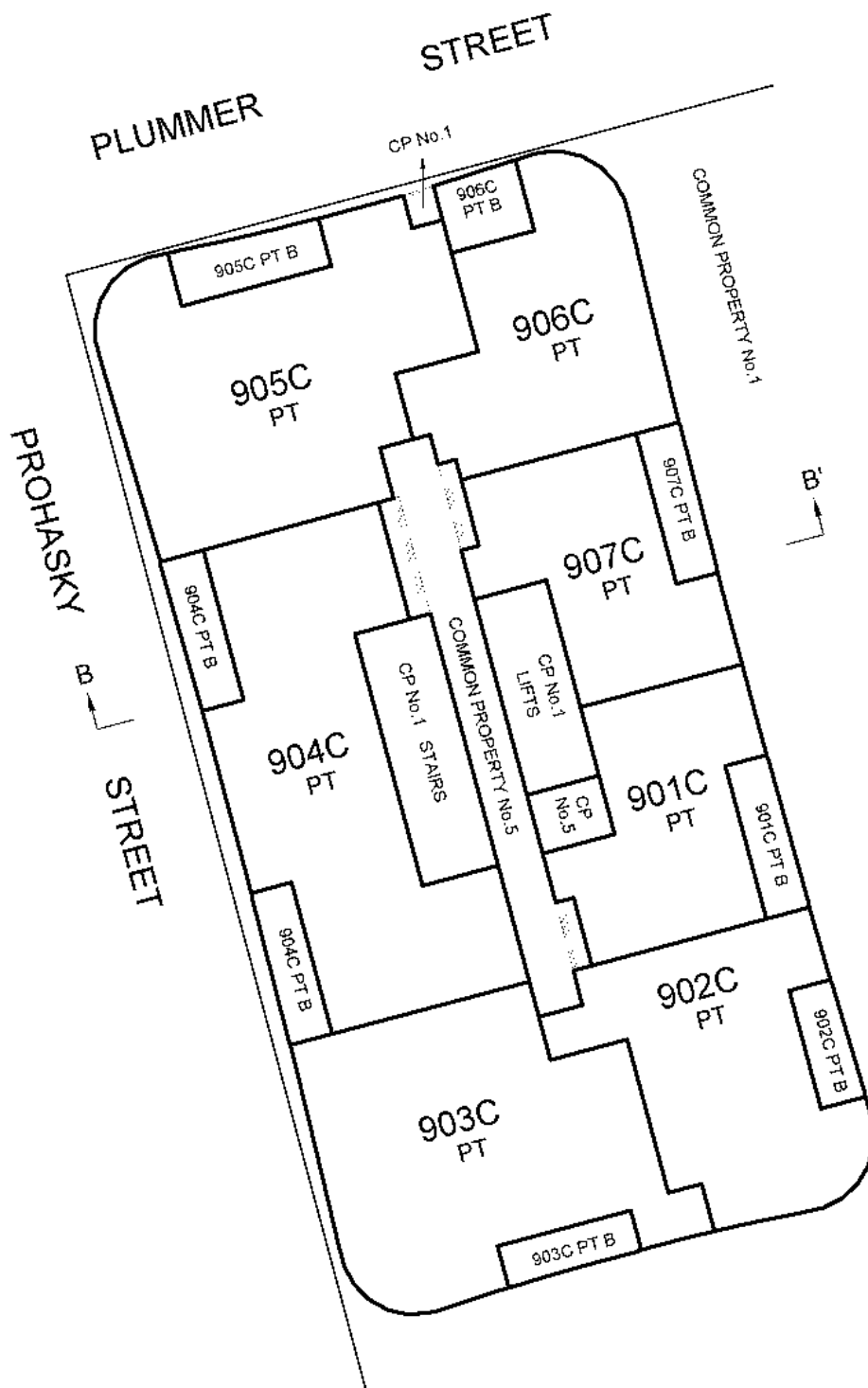
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NINTH STOREY
DIAGRAM 41

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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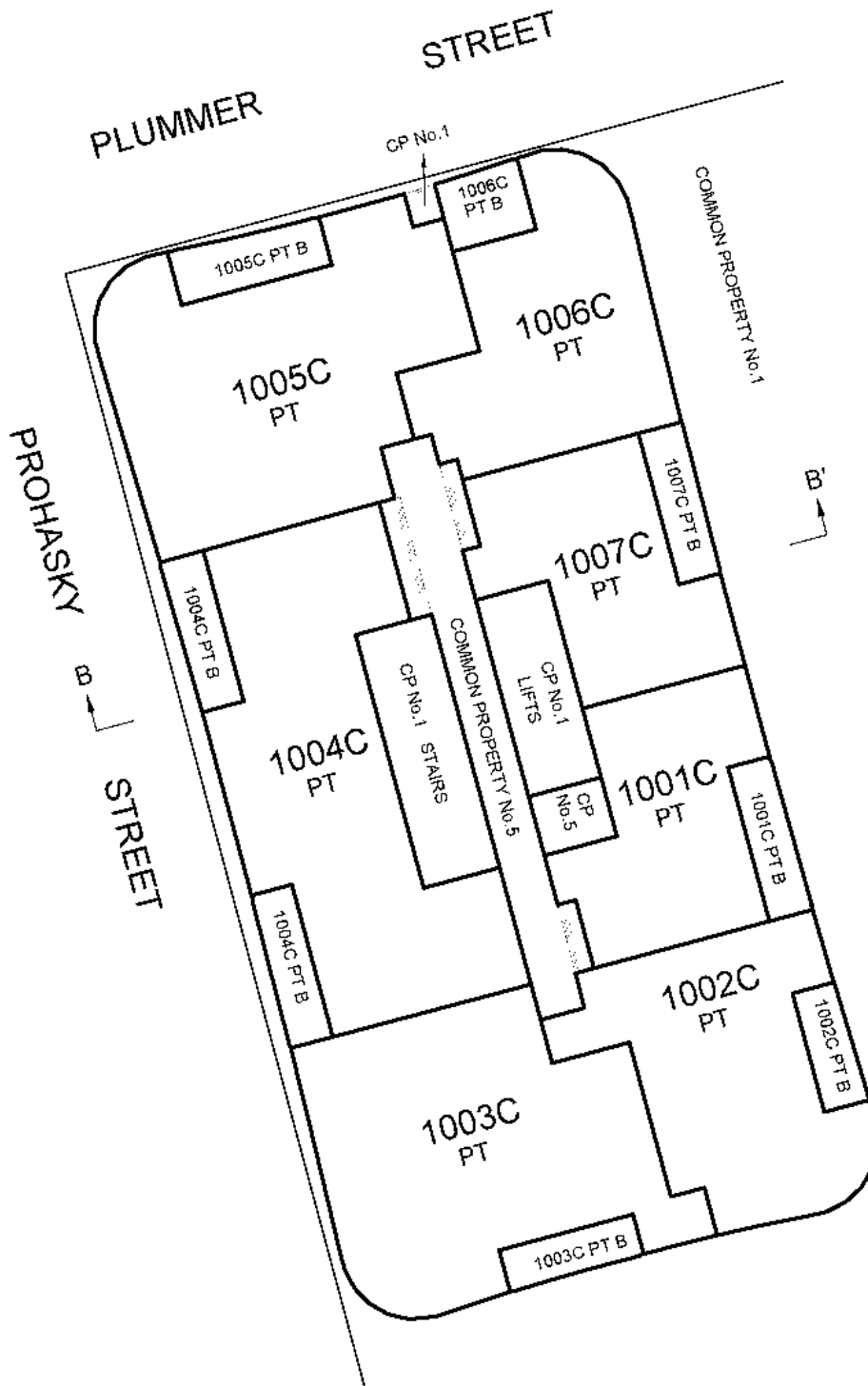
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TENTH STOREY
DIAGRAM 42

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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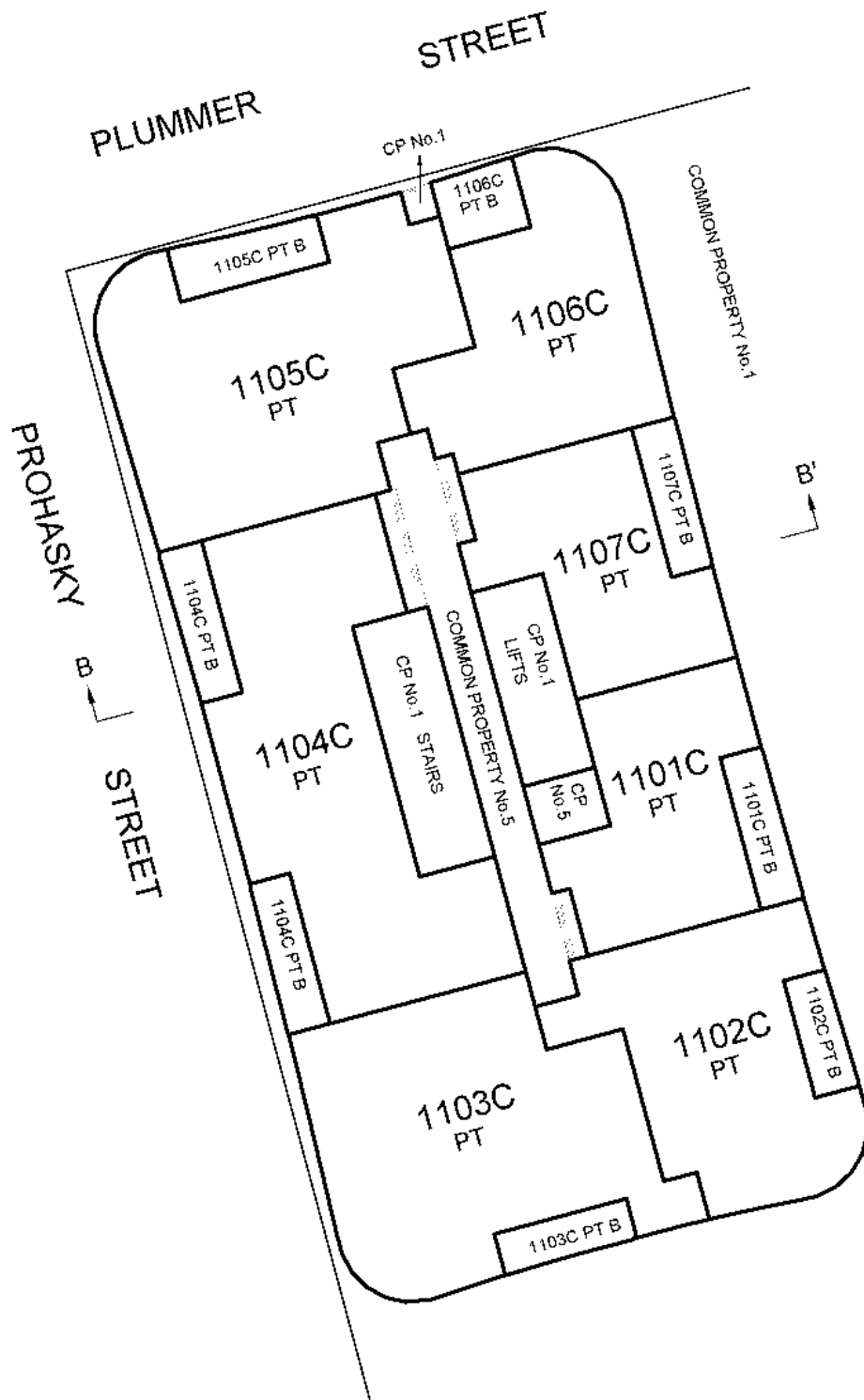
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ORIGINAL SHEET SIZE: A3
SHEET 52

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ELEVENTH STOREY
DIAGRAM 43

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200

0 2 4 6 8
LENGTHS ARE IN METRES



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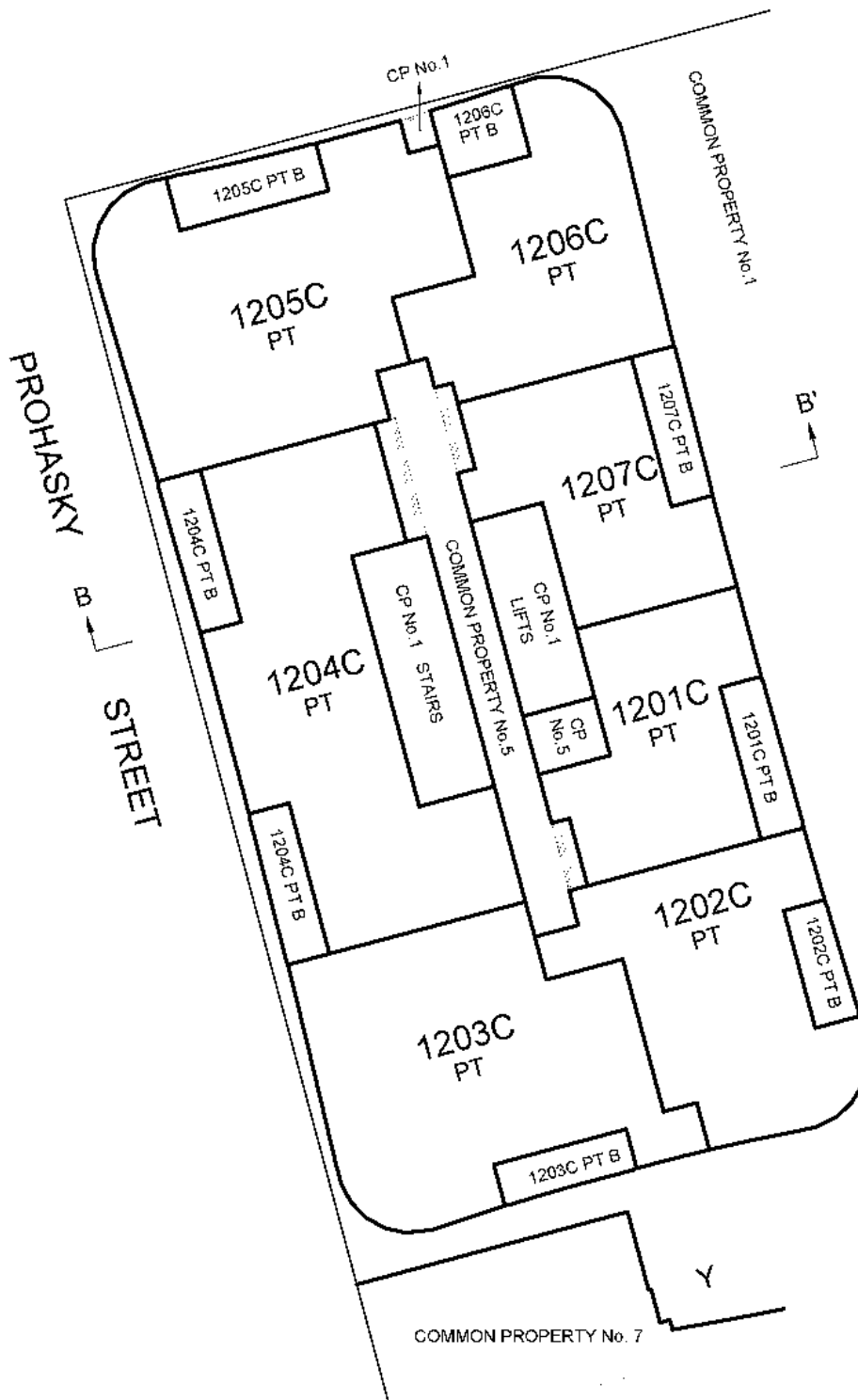
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PS 746020J



TWELFTH STOREY

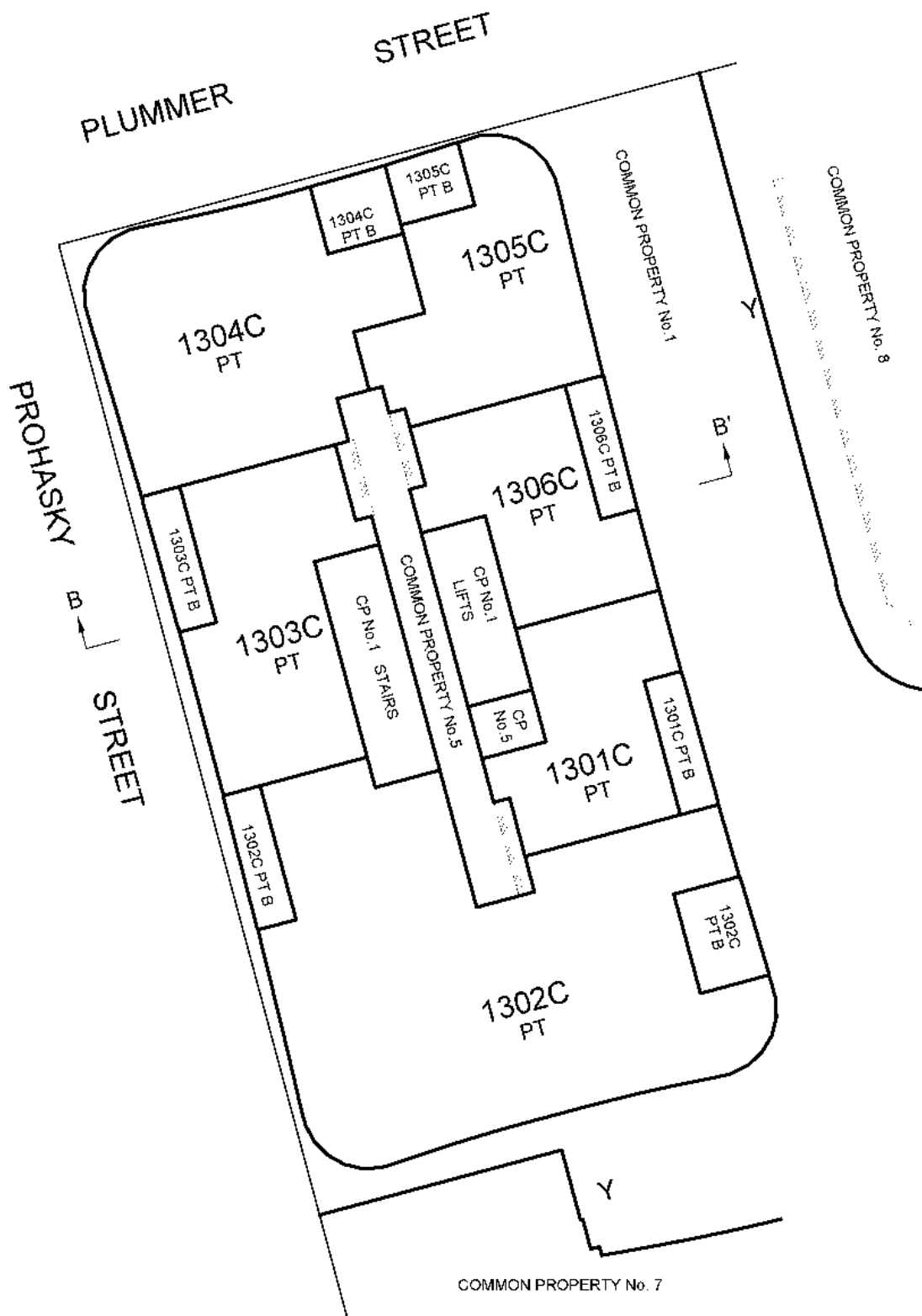
DIAGRAM 44

BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES
SHOWN ON DIAGRAMS 22 AND 22A (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

P.M. PORT MELBOURNE		LICENSED SURVEYOR: SCOTT DAVID JUKES	SCALE 1:200	0 2 4 6 8 LENGTHS ARE IN METRES
 Lyssna Group Pty Ltd ABN 18 626 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com		DATE: 28/03/23 DRAWING: CP05AD	REFERENCE: AA0101 DRAWN BY: SL	ORIGINAL SHEET SIZE: A3 SHEET 54

PLAN OF SUBDIVISION


PS 746020J



THIRTEENTH STOREY

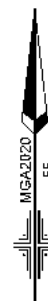
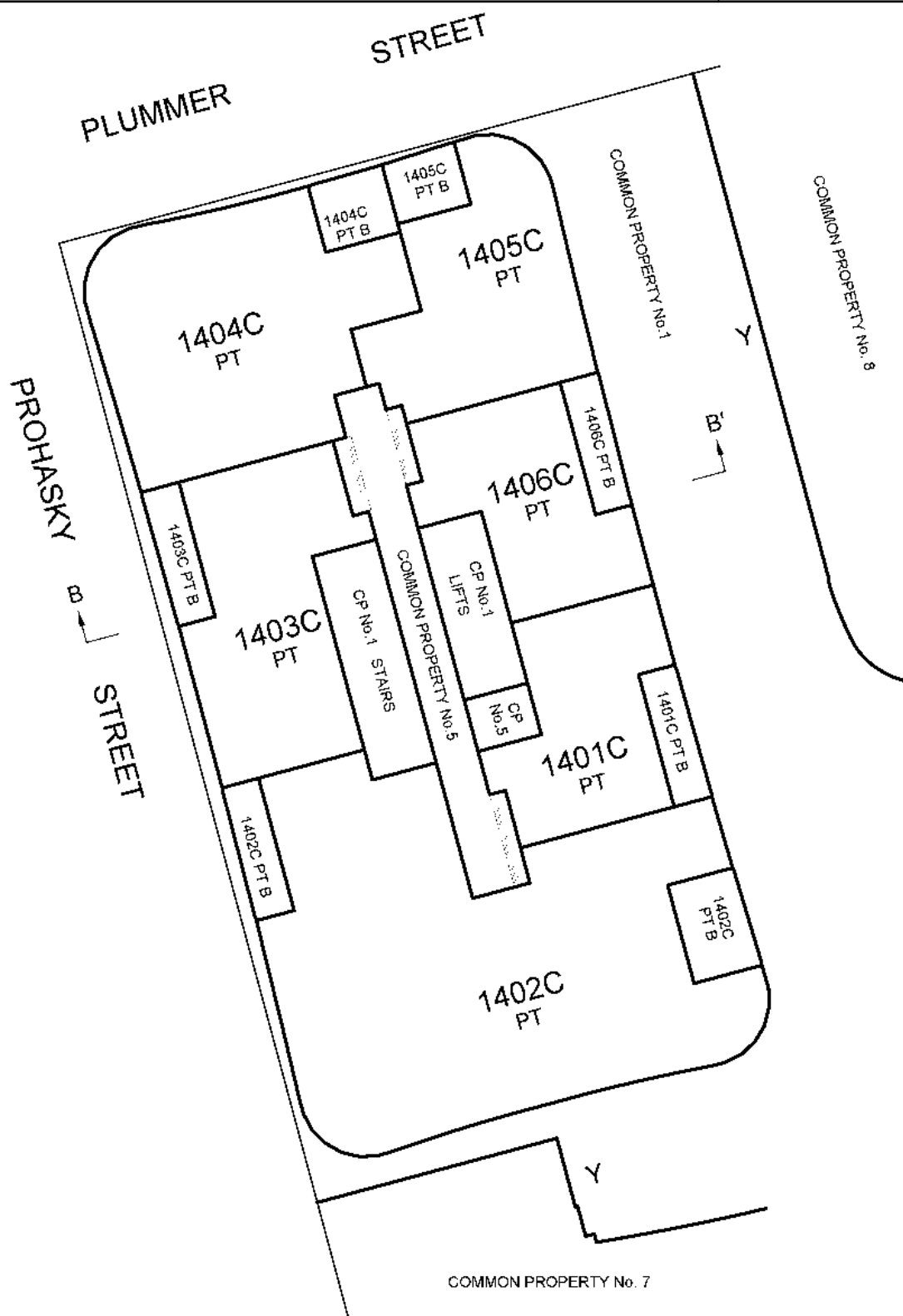
DIAGRAM 45

BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAMS 8, 22 AND 22A (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

P.M. PORT MELBOURNE	LICENSED SURVEYOR: SCOTT DAVID JUKES	SCALE 1:200	<p>LENGTHS ARE IN METRES</p>
 <p>Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com</p>	<p>DATE: 28/03/23 REFERENCE: AA0101 DRAWING: CP05AD DRAWN BY: SL</p>		ORIGINAL SHEET SIZE: A3 SHEET 55

PLAN OF SUBDIVISION

PS 746020J



FOURTEENTH STOREY

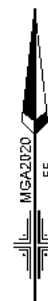
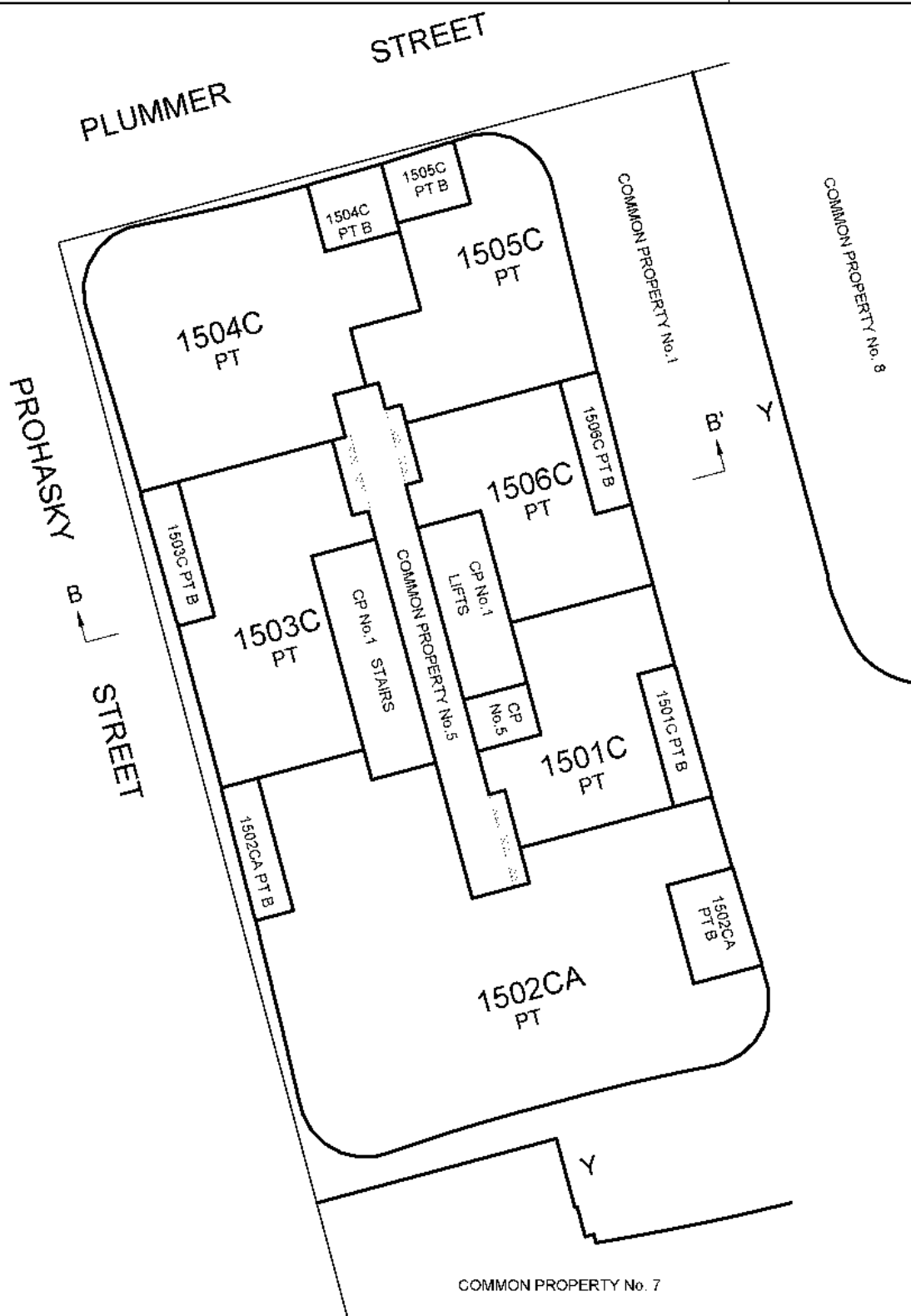
DIAGRAM 46

BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAMS 8, 22 AND 22A (SECOND STOREY) - SEE CROSS SECTIONS A - A', B - B' AND J - J'.

<p>P.M. PORT MELBOURNE</p> <div data-bbox="98 2011 274 2136"> </div> <p>Lyssna Group Pty Ltd ABN 18 626 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>		<p>LICENSED SURVEYOR: SCOTT DAVID JUKES</p> <p>DATE: 28/03/23 REFERENCE: AA0101 DRAWING: CP05AD DRAWN BY: SL</p>		<p>SCALE 1:200</p> <p>0 2 4 6 8 LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 56</p>	
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PLAN OF SUBDIVISION

PS 746020J



FIFTEENTH STOREY

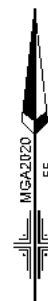
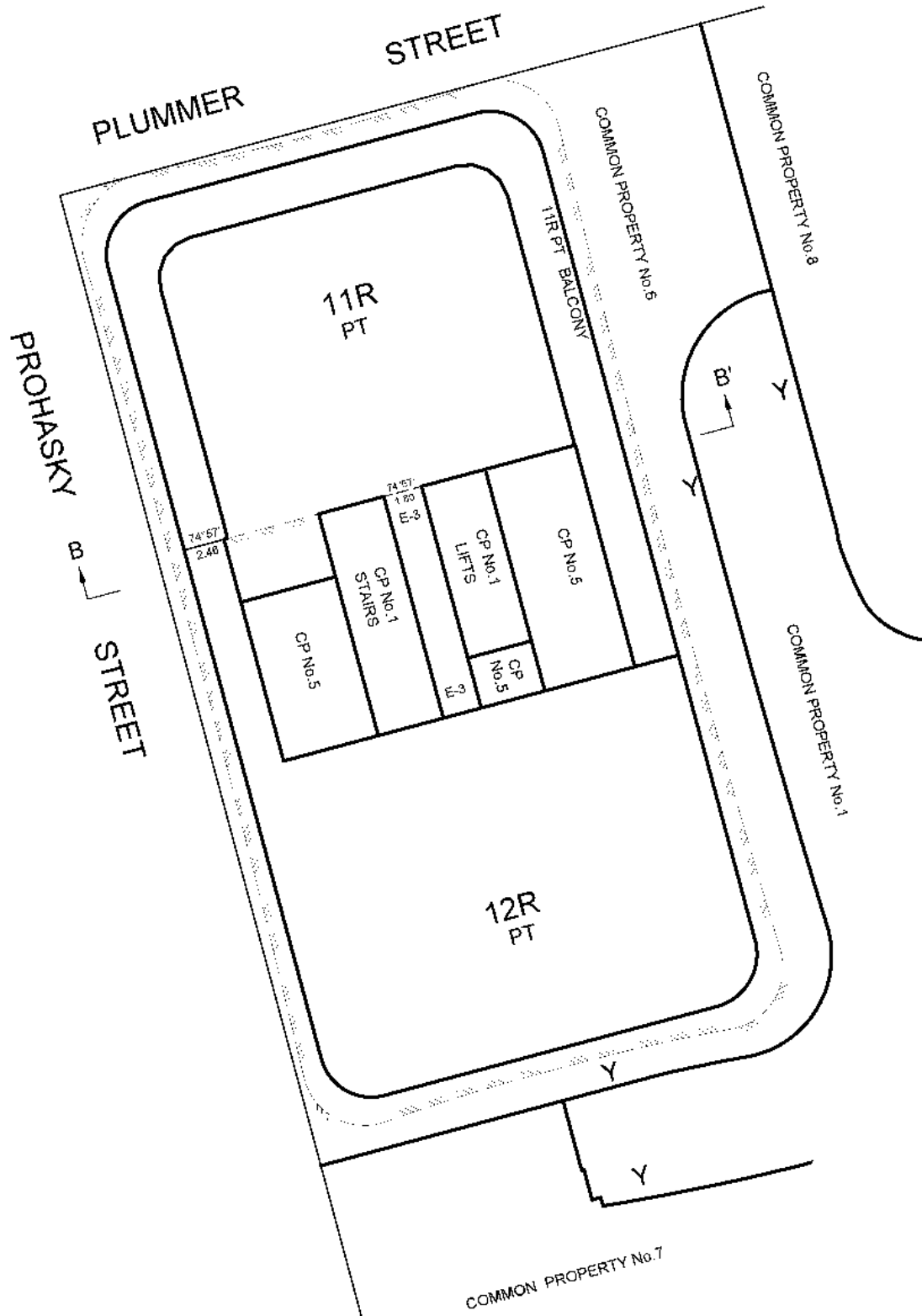
DIAGRAM 47

BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES SHOWN ON DIAGRAMS 8, 22 AND 22A (SECOND STOREY) - SEE CROSS SECTIONS A - A', B - B' AND J - J'.

<p>P.M. PORT MELBOURNE</p> <div data-bbox="98 2011 274 2136"> </div> <p>Lyssna Group Pty Ltd ABN 18 626 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>		<p>LICENSED SURVEYOR: SCOTT DAVID JUKES</p> <p>DATE: 28/03/23 REFERENCE: AA0101 DRAWING: CP05AD DRAWN BY: SL</p>		<p>SCALE 1:200</p> <p>LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 57</p>	
---	--	---	--	--	--

PLAN OF SUBDIVISION

PS 746020J



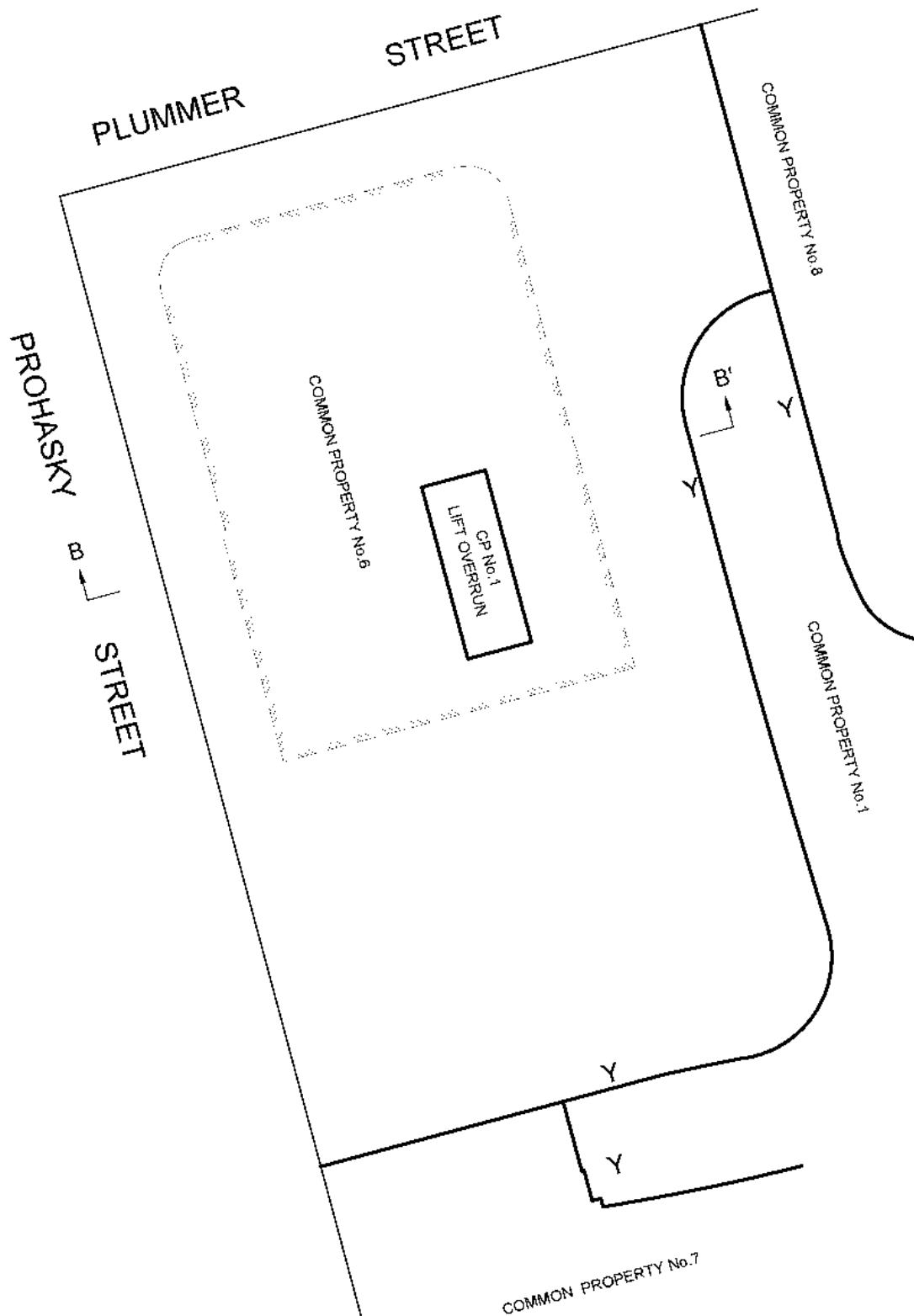
BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES
SHOWN ON DIAGRAMS 8, 22, 22A AND 34 (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

SIXTEENTH STOREY
DIAGRAM 48

<p>P.M. PORT MELBOURNE</p> <div data-bbox="98 2011 274 2136"> </div> <p>Lyssna Group Pty Ltd ABN 18 626 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</p>	<p>LICENSED SURVEYOR: SCOTT DAVID JUKES</p> <p>DATE: 28/03/23 REFERENCE: AA0101 DRAWING: CP05AD DRAWN BY: SL</p>	<p>SCALE 1:200</p>	<p>0 2 4 6 8 LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 58</p>
---	---	------------------------	--

PLAN OF SUBDIVISION

PS 746020J



BOUNDARIES LABELLED "Y" ARE DEFINED BY PROJECTION OF STRUCTURES
SHOWN ON DIAGRAMS 8, 22, 22A AND 34 (SECOND STOREY) - SEE CROSS SECTIONS A - A' AND B - B'.

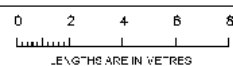
SEVENTEENTH STOREY

DIAGRAM 49

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES

SCALE
1:200



Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 28/03/23
DRAWING: CP05AD

REFERENCE: AA0101
DRAWN BY: SL

ORIGINAL SHEET SIZE: A3
SHEET 59

PLAN OF SUBDIVISION

PS 746020J

CREATION OF RESTRICTION "A"

The following restriction is to be created upon registration of this Plan:

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened land : Lots 11R and 12R on this plan

Benefited land : Common Property No.1 on this plan

DESCRIPTION OF RESTRICTION

Subject to the terms of any agreement entered into by a resident or occupier of the Benefited Land or any guest of a resident or occupier of the Benefited Land, the registered proprietor of the Burdened Land must not prevent any resident or occupier of the Benefited Land or any guest of a resident or occupier of the Benefited Land accessing the Burdened Land, except where access is prevented for operational reasons (for example, without limitation, where the Burdened Land must be maintained, repaired, inspected, upgraded or altered, where the Burdened Land is closed outside of usual operational hours, closed for functions or closed for safety reasons).

This restriction expires upon amendment of Planning Permit MPA14/0005 or upon issue of a new permit which allows other use and/or development.

P.M. PORT MELBOURNE

LICENSED SURVEYOR: SCOTT DAVID JUKES



Lyssna Group Pty Ltd
 ABN 18 626 811 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

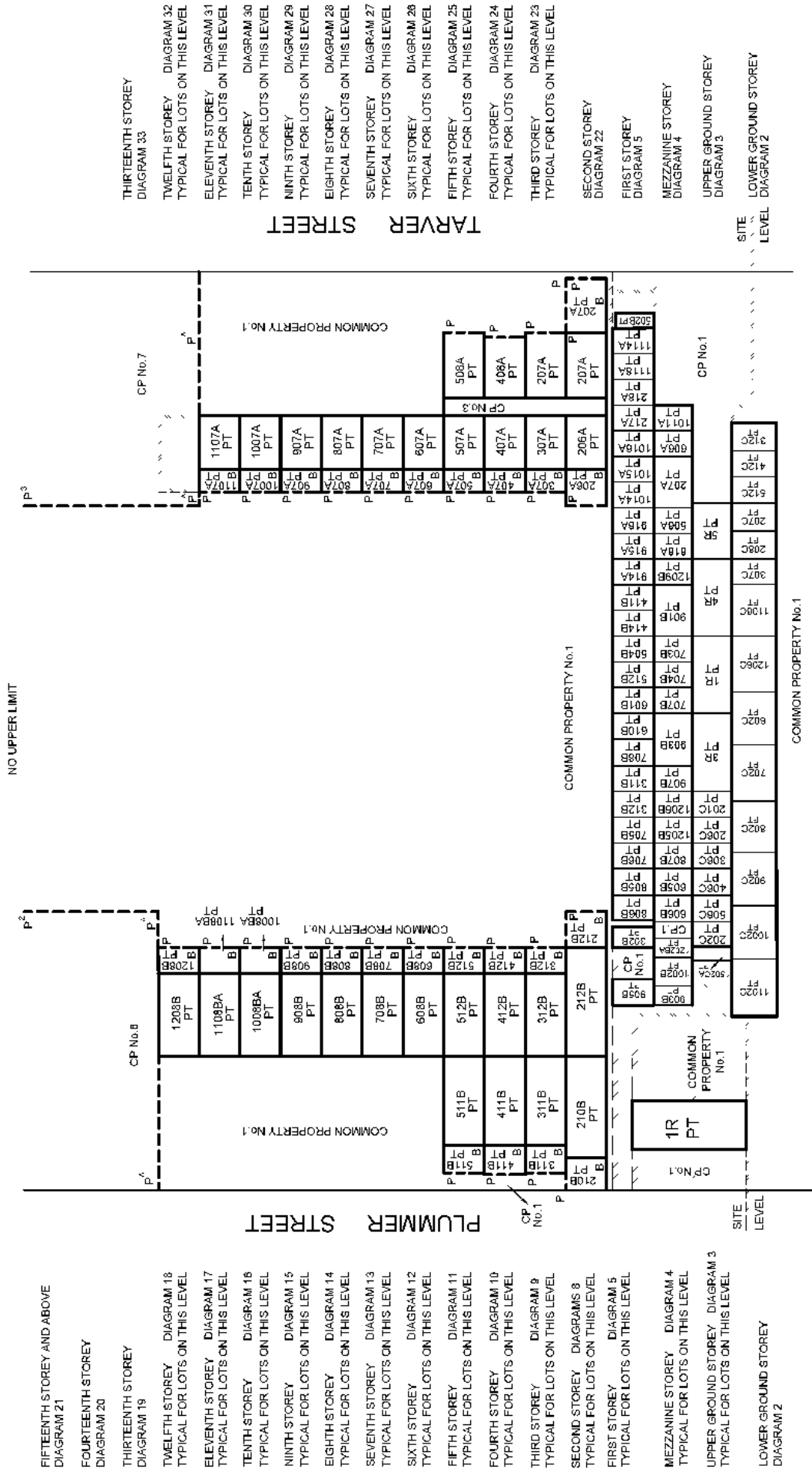
DATE: 28/03/23
 DRAWING: CP05AD

REFERENCE: AA0101
 DRAWN BY: SL

ORIGINAL SHEET SIZE: A3
 SHEET 60

PLAN OF SUBDIVISION

PS 746020J



TYPICAL SECTION A - A'
NOT TO SCALE

Lyssna Group Pty Ltd
A/N 12 616 611 121
Tel: +61 3 9516 6999
PO Box 1068, South Melbourne 3205
Suite 3, 102 Doddie Street
Southbank VIC 3006 Australia
lyssnagroup.com

P.M. PORT MELBOURNE
LICENSED SURVEYOR: SCOTT DAVID JUKES
DATE: 28/03/23
DRAWING: CP05AD

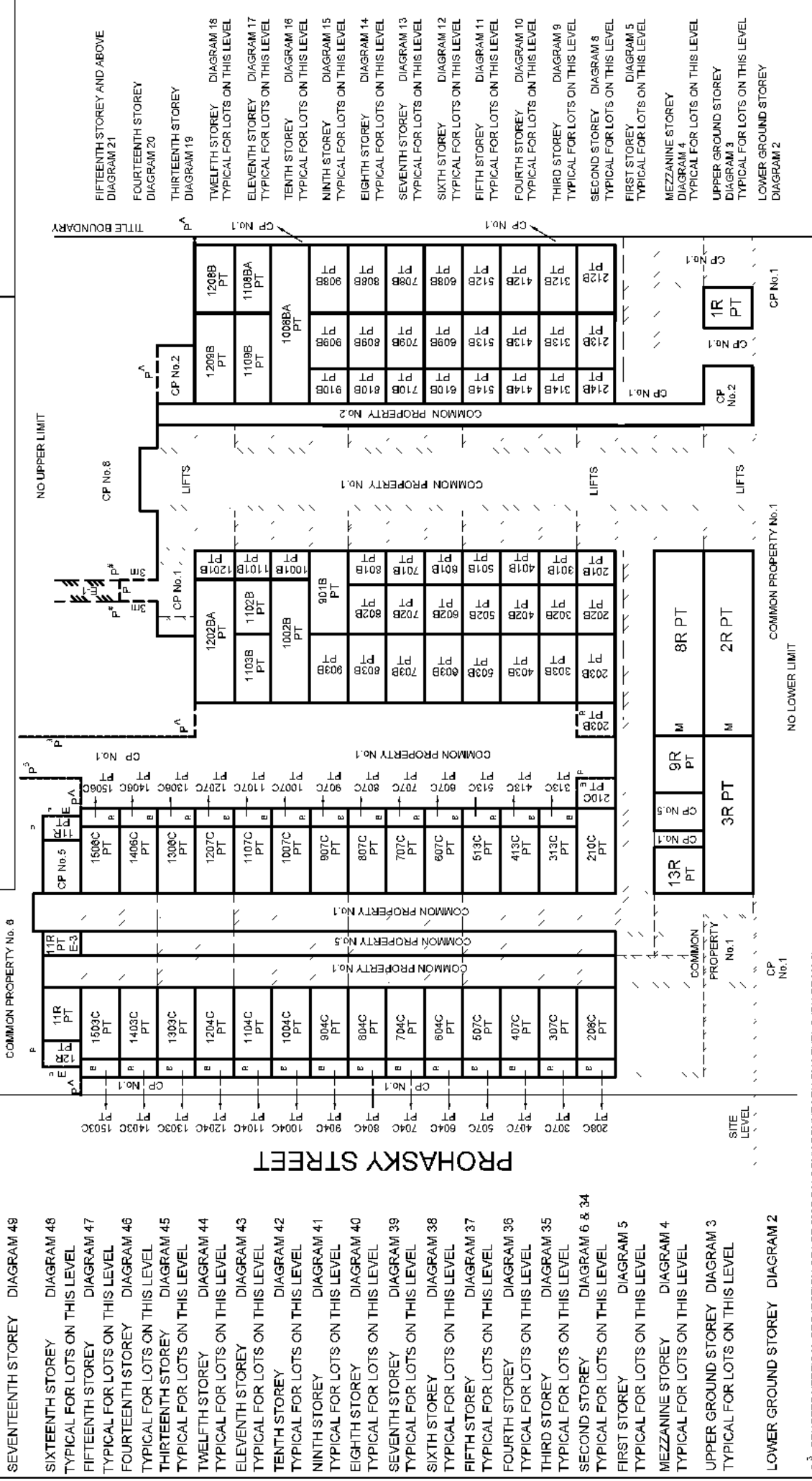
REFERENCE: AA0101
DRAWN BY: SL

ORIGINAL SHEET
SIZE: A3

SHEET 61

PLAN OF SUBDIVISION

PS 746020J



P³ DENOTES VERTICAL PROJECTION OF LOT 203B BALCONY BOUNDARY ON LEVEL 2 (DIAGRAM 8)

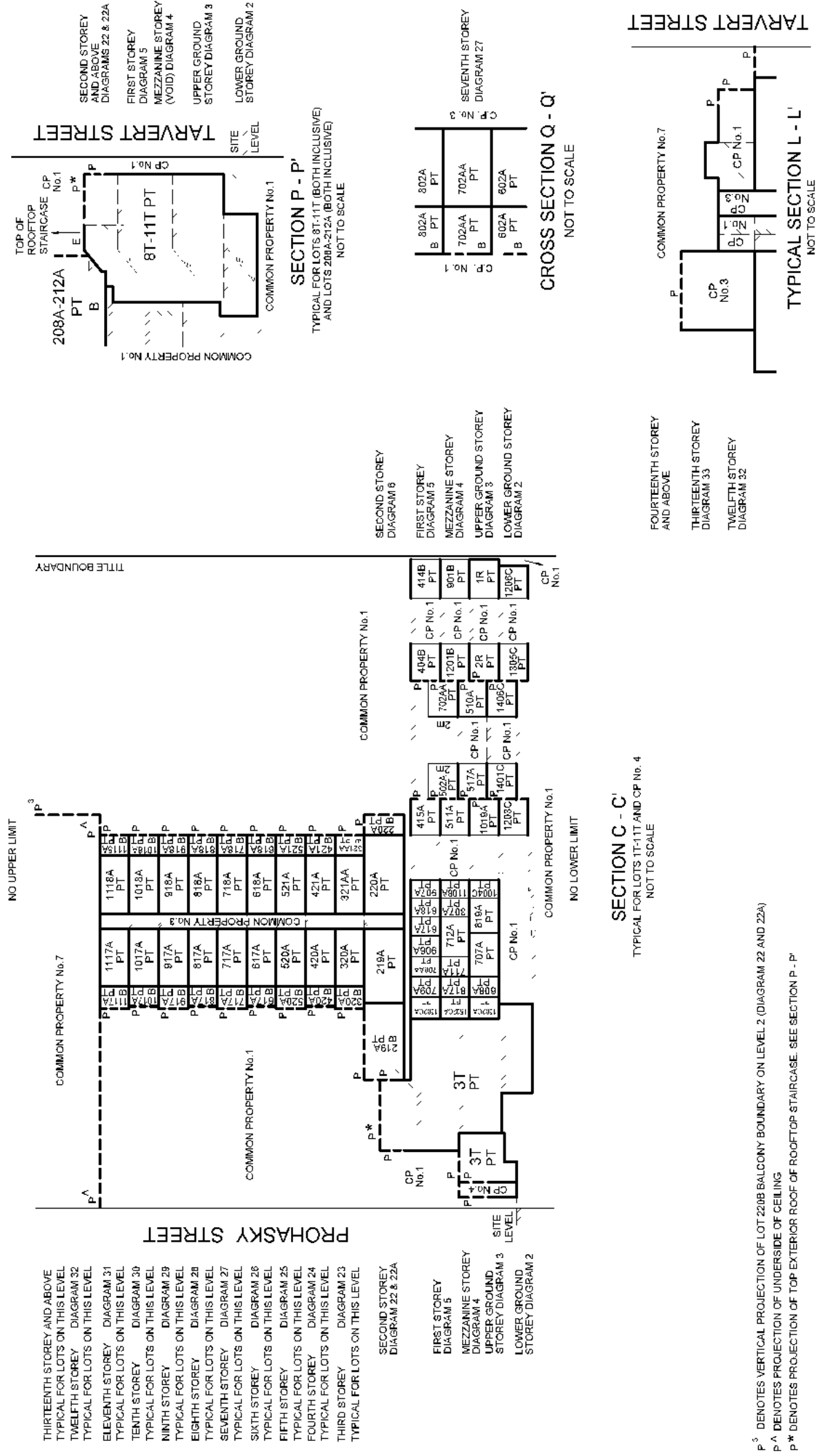
⁵ P⁵ DENOTES VERTICAL PROJECTION OF LOT 210C BALCONY BOUNDARY ON LEVEL 2 (DIAGRAM 34)


^P DENOTES PROJECTION OF UNDERSIDE OF CEILING

P* DENOTES VERTICAL PROJECTION OF INTERIOR FACE OF THE VOID STRUCTURE

PLAN OF SUBDIVISION

PS 746020J



P.M. PORT MELBOURNE		ORIGINAL SHEET SIZE: A3		SHEET 63	
LICENSED SURVEYOR: SCOTT DAVID JUKES		DATE: 28/03/23		REFERENCE: AA0101	
DRAWING: CP05AD		DRAWN BY: SL			
 Lyssna Group Pty Ltd A/N 12 616 11 121 Tel: +61 3 9516 6999 PO Box 1068, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3006 Australia lyssnagroup.com					

SECTION J - J'
NOT TO SCALE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS746020J**

MASTER PLAN (STAGE 1) REGISTERED DATE 25/02/2020 TIME 11:35 am

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 201B- 210B, 212B- 214B, 301B- 314B, 401B- 414B, 501B- 514B, 601B- 610B, 701B- 710B, 801B- 810B, 901B, 903B, 905B- 910B, 1001B- 1002B, 1101B- 1109B, 1201B- 1202B, 1205B- 1209B, S4 AND COMMON PROPERTIES 2 AND 8	STAGE PLAN	PS746020J/S2	28/02/20	2	RGM
LOT S3	LOTS 8T TO11T, 201A TO 203A, 205A TO 220A, 222A 301A TO 303A, 305A TO 307A, 315A TO 323A, 401A TO 403A, 405A TO 423A, 501A TO 503A, 505A TO 523A, 601A TO 603A, 605A TO 612A, 614A TO 620A, 701A AND 703A, 705A TO 712A, 714A TO 719A, 801A TO 803A, 805A TO 812A, 814A TO 819A, 901A TO 903A, 905A TO 912A, 914A TO 919A, 1001 TO 1003A, 1005A TO 1008A, 1010A TO 1019A, 1001A TO 1103A, 1105A TO 1112A, 1114A TO 1119A , COMMON PROPERTY NO3 & 7	STAGE PLAN	PS746020J/S3	29/04/20	3	IRM
LOT S4	LOTS 1R, 2R, 4R & 5R & additional CP No.1	STAGE PLAN	PS746020J/S4	22/05/20	4	RH
LOT S5 & LOT S6	LOT 201C to 210C LOT 301C to 313C LOT 401C to 413C LOT 501C to 513C LOT 601C to 607C LOT 701C to 707C LOT 801C to 807C LOT 901C to 907C LOT 1001C to 1007C LOT 1101C to 1107C LOT 1201C to 1207C LOT 1301C to 1306C LOT 1401C to 1406C LOT 1501C to 1506C LOT 3R, LOT 6R, LOT 7R, LOT 8R, LOT 9R, LOT 11R, LOT 12R, LOT 13R, LOT 14R, COMMON PROPERTY No. 5 and COMMON PROPERTY No. 6	STAGE PLAN	PS746020J/S5	8/7/2020	5	A.R.T.

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

The land in PS746020J is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 8, Lots 1R, 1T, 2R, 2T, 3R, 3T, 4R, 4T, 5R, 5T, 6R, 6T, 7R, 7TA, 8R, 8T, 9R, 9T, 10T, 11R, 11T, 12R, 13R, 14R, 201A, 201B, 201C, 202A, 202B, 202C, 203A, 203B, 203C, 204B, 204C, 205A, 205B, 205C, 206A, 206B, 206C, 207A, 207B, 207C, 208A, 208B, 208C, 209A, 209B, 209C, 210A, 210B, 210C, 211A, 212A, 212B, 213A, 213B, 214A, 214B, 215A, 216A, 217A, 218A, 219A, 220A, 222A, 301A, 301B, 301C, 302A, 302B, 302C, 303A, 303B, 303C, 304B, 304C, 305A, 305B, 305C, 306A, 306B, 306C, 307A, 307B, 307C, 308B, 308C, 309B, 309C, 310B, 310C, 311B, 311C, 312B, 312C, 313B, 313C, 314B, 315A, 316A, 317A, 318A, 319A, 320A, 321AA, 322A, 323A, 401A, 401B, 401C, 402A, 402B, 402C, 403A, 403B, 403C, 404B, 404C, 405A, 405B, 405C, 406A, 406B, 406C, 407A, 407B, 407CA, 408A, 408B, 408C, 409A, 409B, 409C, 410A, 410B, 410C, 411A, 411B, 411C, 412A, 412B, 412C, 413A, 413B, 413C, 414A, 414B, 415A, 416A, 417A, 418A, 419A, 420A, 421A, 422A, 423A, 501A, 501B, 501C, 502A, 502B, 502C, 503A, 503B, 503C, 504B, 504C, 505A, 505B, 505C, 506A, 506B, 506C, 507A, 507B, 507CA, 508A, 508B, 508C, 509A, 509B, 509C, 510A, 510B, 510C, 511A, 511B, 511C, 512A, 512B, 512C, 513A, 513B, 513C, 514A, 514B, 515A, 516A, 517A, 518A, 519A, 520A, 521A, 522A, 523A, 601A, 601B, 601C, 602A, 602B, 602C, 603AA, 603B, 603C, 604B, 604C, 605A, 605B, 605C, 606A, 606B, 606C, 607A, 607B, 607C, 608A, 608B, 609A, 609B, 610A, 610B, 611A, 612A, 614A, 615A, 616A, 617A, 618A, 619A, 620A, 701AA, 701B, 701C, 702AA, 702B, 702C, 703A, 703B, 703C, 704B, 704C, 705A, 705B, 705C, 706A, 706B, 706C, 707A, 707B, 707C, 708AA, 708B, 709A, 709B, 710A, 710B, 711A, 712A, 714A, 715A, 716A, 717A, 718A, 719A, 720AA, 801A, 801B, 801C, 802A, 802B, 802C, 803A, 803B, 803C, 804B, 804C, 805A, 805B, 805C, 806A, 806B, 806C, 807A, 807B, 807C, 808A, 808B, 809A, 809B, 810A, 810B, 811A, 812A, 814A, 815A, 816A, 817A, 818A, 819A, 901A, 901B, 901C, 902A, 902C, 903A, 903B, 903C, 904C, 905A, 905B, 905C, 906A, 906B, 906C, 907A, 907B, 907C, 908A, 908B, 909A, 909B, 910A, 910B, 911A, 912A, 914A, 915A, 916A, 917A, 918A, 919A, 1001A, 1001B, 1001C, 1002A, 1002B, 1002C, 1003A, 1003C, 1004C, 1005A, 1005B, 1005C, 1006A, 1006B, 1006C, 1007A, 1007B, 1007C, 1008A, 1008BA, 1010A, 1011A, 1012A, 1014A, 1015A, 1016A, 1017A, 1018A, 1019A, 1101A, 1101B, 1101C, 1102A, 1102B, 1102C, 1103A, 1103B, 1103C, 1104B, 1104C, 1105A, 1105B, 1105C, 1106A, 1106B, 1106C, 1107A, 1107B, 1107C, 1108A, 1108BA, 1109B, 1110A, 1111A, 1112A, 1114A, 1115A, 1116A, 1117A, 1118A, 1119A, 1201B, 1201C, 1202BA, 1202C, 1203C, 1204C, 1205B, 1205C, 1206B, 1206C, 1207B, 1207C, 1208B, 1209B, 1301C, 1302C, 1303C, 1304C, 1305C, 1306C, 1401C, 1402C, 1403C, 1404C, 1405C, 1406C, 1501C, 1502CA, 1503C, 1504C, 1505C, 1506C.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

TIDEWAYS LEVEL 3 521 TOORAK ROAD TOORAK VIC 3142

PS746020J/D4 05/09/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AT408948W 28/07/2020



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Additional Owners Corporation Information:

OC047064J 25/02/2020

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

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
Common Property 6	0	0
Common Property 7	0	0
Common Property 8	0	0
Lot 1R	310	310
Lot 1T	352	352
Lot 2R	542	542
Lot 2T	351	351
Lot 3R	418	418
Lot 3T	351	351
Lot 4R	94	94
Lot 4T	351	351
Lot 5R	368	368
Lot 5T	351	351
Lot 6R	197	197
Lot 6T	330	330
Lot 7R	51	51
Lot 7TA	371	371
Lot 8R	198	198



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8T	358	358
Lot 9R	55	55
Lot 9T	358	358
Lot 10T	358	358
Lot 11R	452	452
Lot 11T	358	358
Lot 12R	430	430
Lot 13R	82	82
Lot 14R	78	78
Lot 201A	81	81
Lot 201B	130	130
Lot 201C	81	81
Lot 202A	117	117
Lot 202B	102	102
Lot 202C	86	86
Lot 203A	164	164
Lot 203B	151	151
Lot 203C	109	109
Lot 204B	145	145
Lot 204C	98	98
Lot 205A	207	207
Lot 205B	105	105
Lot 205C	121	121
Lot 206A	296	296
Lot 206B	95	95
Lot 206C	90	90
Lot 207A	274	274
Lot 207B	105	105
Lot 207C	82	82



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208A	270	270
Lot 208B	105	105
Lot 208C	82	82
Lot 209A	270	270
Lot 209B	105	105
Lot 209C	208	208
Lot 210A	270	270
Lot 210B	252	252
Lot 210C	370	370
Lot 211A	270	270
Lot 212A	270	270
Lot 212B	155	155
Lot 213A	249	249
Lot 213B	102	102
Lot 214A	180	180
Lot 214B	130	130
Lot 215A	103	103
Lot 216A	103	103
Lot 217A	128	128
Lot 218A	128	128
Lot 219A	168	168
Lot 220A	226	226
Lot 222A	95	95
Lot 301A	79	79
Lot 301B	124	124
Lot 301C	81	81
Lot 302A	111	111
Lot 302B	89	89
Lot 302C	86	86



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 303A	95	95
Lot 303B	164	164
Lot 303C	162	162
Lot 304B	140	140
Lot 304C	171	171
Lot 305A	122	122
Lot 305B	93	93
Lot 305C	132	132
Lot 306A	145	145
Lot 306B	93	93
Lot 306C	90	90
Lot 307A	174	174
Lot 307B	93	93
Lot 307C	82	82
Lot 308B	93	93
Lot 308C	87	87
Lot 309B	103	103
Lot 309C	120	120
Lot 310B	93	93
Lot 310C	107	107
Lot 311B	142	142
Lot 311C	135	135
Lot 312B	148	148
Lot 312C	78	78
Lot 313B	89	89
Lot 313C	79	79
Lot 314B	124	124
Lot 315A	170	170
Lot 316A	89	89



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 317A	99	99
Lot 318A	118	118
Lot 319A	118	118
Lot 320A	164	164
Lot 321AA	116	116
Lot 322A	92	92
Lot 323A	80	80
Lot 401A	89	89
Lot 401B	123	123
Lot 401C	82	82
Lot 402A	113	113
Lot 402B	89	89
Lot 402C	86	86
Lot 403A	101	101
Lot 403B	164	164
Lot 403C	163	163
Lot 404B	141	141
Lot 404C	171	171
Lot 405A	122	122
Lot 405B	103	103
Lot 405C	132	132
Lot 406A	147	147
Lot 406B	93	93
Lot 406C	91	91
Lot 407A	191	191
Lot 407B	103	103
Lot 407CA	83	83
Lot 408A	130	130
Lot 408B	93	93



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2023 12:56:32 PM

OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 408C	87	87
Lot 409A	126	126
Lot 409B	103	103
Lot 409C	120	120
Lot 410A	126	126
Lot 410B	93	93
Lot 410C	107	107
Lot 411A	126	126
Lot 411B	143	143
Lot 411C	135	135
Lot 412A	126	126
Lot 412B	149	149
Lot 412C	78	78
Lot 413A	126	126
Lot 413B	89	89
Lot 413C	80	80
Lot 414A	122	122
Lot 414B	123	123
Lot 415A	170	170
Lot 416A	89	89
Lot 417A	89	89
Lot 418A	120	120
Lot 419A	118	118
Lot 420A	165	165
Lot 421A	117	117
Lot 422A	89	89
Lot 423A	80	80
Lot 501A	89	89
Lot 501B	122	122



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 501C	82	82
Lot 502A	123	123
Lot 502B	88	88
Lot 502C	86	86
Lot 503A	101	101
Lot 503B	164	164
Lot 503C	163	163
Lot 504B	142	142
Lot 504C	172	172
Lot 505A	124	124
Lot 505B	93	93
Lot 505C	132	132
Lot 506A	149	149
Lot 506B	93	93
Lot 506C	91	91
Lot 507A	193	193
Lot 507B	93	93
Lot 507CA	83	83
Lot 508A	151	151
Lot 508B	93	93
Lot 508C	87	87
Lot 509A	126	126
Lot 509B	93	93
Lot 509C	120	120
Lot 510A	126	126
Lot 510B	103	103
Lot 510C	108	108
Lot 511A	126	126
Lot 511B	145	145



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 511C	134	134
Lot 512A	126	126
Lot 512B	148	148
Lot 512C	79	79
Lot 513A	126	126
Lot 513B	88	88
Lot 513C	80	80
Lot 514A	124	124
Lot 514B	122	122
Lot 515A	172	172
Lot 516A	90	90
Lot 517A	100	100
Lot 518A	120	120
Lot 519A	120	120
Lot 520A	166	166
Lot 521A	118	118
Lot 522A	93	93
Lot 523A	91	91
Lot 601A	80	80
Lot 601B	119	119
Lot 601C	124	124
Lot 602A	115	115
Lot 602B	88	88
Lot 602C	190	190
Lot 603AA	84	84
Lot 603B	164	164
Lot 603C	265	265
Lot 604B	186	186
Lot 604C	283	283



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 605A	137	137
Lot 605B	161	161
Lot 605C	279	279
Lot 606A	141	141
Lot 606B	161	161
Lot 606C	173	173
Lot 607A	203	203
Lot 607B	186	186
Lot 607C	126	126
Lot 608A	166	166
Lot 608B	144	144
Lot 609A	182	182
Lot 609B	88	88
Lot 610A	161	161
Lot 610B	119	119
Lot 611A	161	161
Lot 612A	309	309
Lot 614A	118	118
Lot 615A	118	118
Lot 616A	118	118
Lot 617A	176	176
Lot 618A	119	119
Lot 619A	93	93
Lot 620A	91	91
Lot 701AA	80	80
Lot 701B	120	120
Lot 701C	125	125
Lot 702AA	116	116
Lot 702B	88	88



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 702C	191	191
Lot 703A	84	84
Lot 703B	164	164
Lot 703C	266	266
Lot 704B	177	177
Lot 704C	284	284
Lot 705A	138	138
Lot 705B	152	152
Lot 705C	280	280
Lot 706A	142	142
Lot 706B	152	152
Lot 706C	173	173
Lot 707A	205	205
Lot 707B	167	167
Lot 707C	126	126
Lot 708AA	164	164
Lot 708B	145	145
Lot 709A	160	160
Lot 709B	88	88
Lot 710A	163	163
Lot 710B	120	120
Lot 711A	157	157
Lot 712A	299	299
Lot 714A	120	120
Lot 715A	120	120
Lot 716A	120	120
Lot 717A	178	178
Lot 718A	120	120
Lot 719A	94	94



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 720AA	92	92
Lot 801A	79	79
Lot 801B	121	121
Lot 801C	125	125
Lot 802A	127	127
Lot 802B	89	89
Lot 802C	192	192
Lot 803A	85	85
Lot 803B	166	166
Lot 803C	267	267
Lot 804B	178	178
Lot 804C	285	285
Lot 805A	139	139
Lot 805B	153	153
Lot 805C	281	281
Lot 806A	143	143
Lot 806B	153	153
Lot 806C	174	174
Lot 807A	208	208
Lot 807B	178	178
Lot 807C	126	126
Lot 808A	166	166
Lot 808B	146	146
Lot 809A	162	162
Lot 809B	89	89
Lot 810A	159	159
Lot 810B	121	121
Lot 811A	164	164
Lot 812A	302	302



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 814A	120	120
Lot 815A	120	120
Lot 816A	120	120
Lot 817A	169	169
Lot 818A	122	122
Lot 819A	176	176
Lot 901A	80	80
Lot 901B	221	221
Lot 901C	126	126
Lot 902A	118	118
Lot 902C	192	192
Lot 903A	85	85
Lot 903B	335	335
Lot 903C	268	268
Lot 904C	286	286
Lot 905A	140	140
Lot 905B	154	154
Lot 905C	282	282
Lot 906A	144	144
Lot 906B	154	154
Lot 906C	174	174
Lot 907A	204	204
Lot 907B	168	168
Lot 907C	127	127
Lot 908A	168	168
Lot 908B	146	146
Lot 909A	164	164
Lot 909B	89	89
Lot 910A	159	159



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 910B	122	122
Lot 911A	159	159
Lot 912A	304	304
Lot 914A	122	122
Lot 915A	122	122
Lot 916A	122	122
Lot 917A	170	170
Lot 918A	150	150
Lot 919A	150	150
Lot 1001A	80	80
Lot 1001B	123	123
Lot 1001C	126	126
Lot 1002A	119	119
Lot 1002B	427	427
Lot 1002C	193	193
Lot 1003A	86	86
Lot 1003C	269	269
Lot 1004C	287	287
Lot 1005A	141	141
Lot 1005B	155	155
Lot 1005C	283	283
Lot 1006A	145	145
Lot 1006B	155	155
Lot 1006C	175	175
Lot 1007A	211	211
Lot 1007B	170	170
Lot 1007C	127	127
Lot 1008A	329	329
Lot 1008BA	359	359



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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1010A	161	161
Lot 1011A	162	162
Lot 1012A	305	305
Lot 1014A	124	124
Lot 1015A	124	124
Lot 1016A	124	124
Lot 1017A	171	171
Lot 1018A	124	124
Lot 1019A	188	188
Lot 1101A	81	81
Lot 1101B	124	124
Lot 1101C	126	126
Lot 1102A	130	130
Lot 1102B	90	90
Lot 1102C	193	193
Lot 1103A	87	87
Lot 1103B	170	170
Lot 1103C	269	269
Lot 1104B	171	171
Lot 1104C	287	287
Lot 1105A	143	143
Lot 1105B	157	157
Lot 1105C	283	283
Lot 1106A	147	147
Lot 1106B	157	157
Lot 1106C	175	175
Lot 1107A	213	213
Lot 1107B	171	171
Lot 1107C	128	128



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1108A	341	341
Lot 1108BA	149	149
Lot 1109B	214	214
Lot 1110A	169	169
Lot 1111A	169	169
Lot 1112A	312	312
Lot 1114A	124	124
Lot 1115A	124	124
Lot 1116A	124	124
Lot 1117A	183	183
Lot 1118A	134	134
Lot 1119A	182	182
Lot 1201B	125	125
Lot 1201C	127	127
Lot 1202BA	444	444
Lot 1202C	194	194
Lot 1203C	270	270
Lot 1204C	288	288
Lot 1205B	159	159
Lot 1205C	284	284
Lot 1206B	159	159
Lot 1206C	176	176
Lot 1207B	173	173
Lot 1207C	128	128
Lot 1208B	159	159
Lot 1209B	226	226
Lot 1301C	128	128
Lot 1302C	558	558
Lot 1303C	192	192



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS746020J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1304C	317	317
Lot 1305C	175	175
Lot 1306C	140	140
Lot 1401C	129	129
Lot 1402C	563	563
Lot 1403C	193	193
Lot 1404C	317	317
Lot 1405C	177	177
Lot 1406C	142	142
Lot 1501C	131	131
Lot 1502CA	572	572
Lot 1503C	196	196
Lot 1504C	316	316
Lot 1505C	179	179
Lot 1506C	144	144
Total	70335.00	70335.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS746020J

The land in PS746020J is affected by 8 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 1T, 2T, 3T, 4T, 5T, 6T, 7TA, 8T, 9T, 10T, 11T.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

TIDEWAYS LEVEL 3 521 TOORAK ROAD TOORAK VIC 3142

PS746020J/D4 05/09/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AT408694C 15/07/2020

Additional Owners Corporation Information:

OC047133R 25/02/2020

Notations:

Folio of the Register for Common Property No. 4 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 4	0	0
Lot 1T	350	350
Lot 2T	350	350
Lot 3T	350	350
Lot 4T	350	350
Lot 5T	350	350
Lot 6T	350	350



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS746020J

Entitlement and Liability:

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

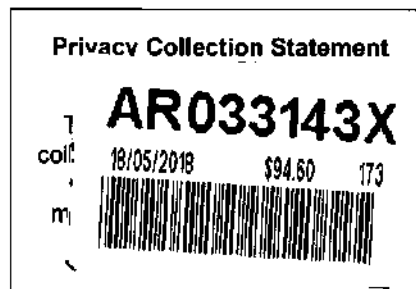
Land Parcel	Entitlement	Liability
Lot 7TA	350	350
Lot 8T	350	350
Lot 9T	350	350
Lot 10T	350	350
Lot 11T	350	350
Total	3850.00	3850.00

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.

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

Section 181 Planning and Environment Act 1987



Lodged by

Name: NORTON ROSE FULBRIGHT AUSTRALIA
Phone: 8686 6000
Address: RACV TOWER, LEVEL 15, 485 BOURKE STREET, MELBOURNE
Reference: 2827046
Customer code: 1724X

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

Land:(volume and folio)

VOLUME 11208 FOLIO 293

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

VICTORIAN PLANNING AUTHORITY
35 COLLINS ST
MELBOURNE VIC 3000


Section and act under which agreement is made:

SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:


TAMARA NICOLE BREZZI
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

35271702A

181PEA

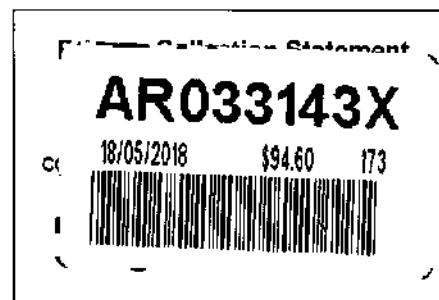
Page 1 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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

• **Section 181 Planning and Environment Act 1987**



Certifications

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

Executed on behalf of **VICTORIAN PLANNING AUTHORITY**

Signer Name **TAMARA BREZZI**

Signer Organisation **NORTON ROSE FULBRIGHT AUSTRALIA**

Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature

Execution Date

17 May 2018

TAMARA NICOLE BREZZI
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

35271702A

181PEA

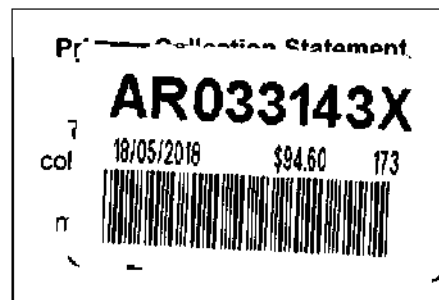
Page 2 of 4

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

• **Section 181 Planning and Environment Act 1987**



Certifications

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

Executed on behalf of **VICTORIAN PLANNING AUTHORITY**

Signer Name **TAMARA BREZZI**

Signer Organisation **NORTON ROSE FULBRIGHT AUSTRALIA**

Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature 

Execution Date **17 May 2018**

TAMARA NICOLE BREZZI
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

35271702A

181PEA

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

Section 181 Planning and Environment Act 1987



Certifications

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

Executed on behalf of **VICTORIAN PLANNING AUTHORITY**

Signer Name **TAMARA BREZZI**

Signer Organisation **NORTON ROSE FULBRIGHT AUSTRALIA**

Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature

A handwritten signature in black ink, appearing to read "Tamara Brezzi".

Execution Date

17 Nov 2018

TAMARA NICOLE BREZZI
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

35271702A

181PEA

Page 4 of 4

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AR033143X



NORTON ROSE FULBRIGHT

Dated 31 JANUARY 2018

Planning agreement

Parties

Victorian Planning Authority (formerly Metropolitan Planning Authority and Growth Areas Authority)

ABN 77 803 352 468

Abbot Kinney Pty Ltd

ACN 082 873 694

Tamara Brezzi
Norton Rose Fulbright Australia
Level 15, 485 Bourke Street
Melbourne VIC 3000
Tel: 61 3 8686 6000
nortonrosefulbright.com.au
Our ref: 2827046

AR033143X

18/05/2018

\$94.60

173



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17	Ending of Agreement	10
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	<u>SCHEDULE 1 - PROJECT TYPES ON WHICH FUNDS MAY BE EXPENDED</u>	



Agreement dated 31 JANUARY 2018

Parties **Victorian Planning Authority**
Level 25, 35 Collins Street
Melbourne VIC 3000
ABN 77 803 352 468
(the "Responsible Authority")

Abbot Kinney Pty Ltd
1433 Malvern Road
Malvern VIC 3144
ACN 082 873 694
(the "Owner")

Recitals

- A** The Responsible Authority is responsible for matters under Part 9 Division 2 of the Act in relation to any agreement that makes provision for development contributions for land in the Fishermans Bend Urban Renewal Area.
- B** This Agreement makes provision for development contributions for land in the Fishermans Bend Urban Renewal Area.
- C** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- D** The Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E** The Land is covered by the Development Contributions Plan Overlay ("DCPO"), Schedule 2, under the Planning Scheme.
- F** The DCPO provides at clause 45.06-1 that:
- "A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.*
- This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay."*
- G** The Department of Environment, Land, Water and Planning is preparing a development contributions plan for Fishermans Bend Urban Renewal Area ("Future DCP") and intends that the Future DCP will be incorporated into the Planning Scheme.
- H** Clause 4.0 of Schedule 2 to the DCPO provides that:
- "A permit may be granted to subdivide land, construct a building or construct or carry out works before a precinct wide development contributions plan has been prepared to the satisfaction of the responsible authority if any of the following apply:*

AR033143X

18/05/2018 \$94.60 173



- *The permit contains a condition requiring an agreement under Section 173 of the Planning and Environment Act 1987 that makes provision for development contributions to be entered into before the commencement of development"*

I On 12 August 2015 the Minister for Planning, as the responsible authority at that time in relation to the issue of planning permits for particular uses and developments in accordance with the schedule to clause 61.01 of the Planning Scheme, issued the Planning Permit. The Planning Permit allows:

"Demolition of a building in the Capital City Zone (CCZ1); Construction of multi-storey buildings comprising retail and commercial tenancies including a supermarket, gymnasium, day spa and dwellings and associated car parking in the CCZ1; Construction and carrying out of works in the CCZ1; Use of the land for Accommodation, gymnasium and day spa in the CCZ1; provide car parking spaces in excess of the car parking rates specified in the Parking Overlay (PO1); alter access to a Road Zone Category 1 (RDZ1), generally in accordance with the endorsed plans"

J Conditions 21 and 22 of the Planning Permit states:

"Development Contribution

21 *Before the development starts excluding demolition and site preparation works, the owner of the land must enter into an agreement with the Metropolitan Planning Authority and, if applicable the Port Phillip City Council, pursuant to Section 173 of the Planning and Environment Act 1987. The Agreement must:*

(a) *Require the developer to pay a development contribution not exceeding:*

- *\$15,900 per dwelling,*
- *\$180 per sqm of gross commercial floor area, or*
- *\$150 per sqm of gross retail floor area.*

(b) *Require that development contributions are to be indexed quarterly from 1 July 2015 using the Price Index of Output of the Construction Industries (Victoria) by the Australian Bureau of Statistics.*

(c) *Require registration of the Agreement on the titles to the affected lands as applicable.*

(d) *Include a schedule of the types of infrastructure to be delivered by the Development Agency using development contributions.*

(e) *Confirm that contributions will be payable to the Metropolitan Planning Authority.*

(f) *Confirm that the contributions will be used by the Development Agency as stipulated by the Metropolitan Planning Authority to deliver the schedule of types of infrastructure.*

(g) *Confirm the procedure for reducing the contribution paid if the permanent development contribution plan for the area is less than the amount stipulated in the Section 173 agreement.*

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18/05/2018 \$94.60 173



(h) *The agreement must make provision for its removal from the land following completion of the obligations contained in the agreement.*

(i) *Require that payment of 10% is at the time of building permit issue and 90% made prior to the issue of the statement of compliance in accordance with the Subdivision Act 1988.*

22 *The owner of the land to be developed must pay all reasonable legal costs and expenses of this agreement, including preparation, execution and registration on title."*

K The Parties enter into this Agreement to facilitate the requirements referred to in Recital J above.

It is agreed

1 Definitions and interpretation

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Building Permit** means a building permit issued under the *Building Act 1993*;
- (4) **Business Day** means any day other than a Saturday, Sunday or public holiday in the state of Victoria;
- (5) **Development** means development in accordance with the Planning Permit;
- (6) **Development Contributions** means
 - (a) a payment of:
 - (i) \$15,900 per Dwelling;
 - (ii) \$180 per sqm of Gross Commercial Floor Area; and
 - (iii) \$150 per sqm of Gross Retail Floor Area,

indexed quarterly from 1 July 2015 using the Price Index of Output of the Construction Industries (Victoria) by the Australian Bureau of Statistics or, if that index ceases to be published, an equivalent index to the satisfaction of the Responsible Authority.
- (7) **Dwelling** has the meaning given in the Planning Scheme;
- (8) **Gross Commercial Floor Area** means the Gross Floor Area of the Development that is neither Gross Retail Floor Area nor used for a Dwelling;
- (9) **Gross Floor Area** means the total floor area of a building, measured from the outside of external walls or the centre of party walls, and includes all roofed areas;

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- (10) **Gross Retail Floor Area** means the Gross Floor Area of the Development available for retail use, being use for Retail Premises as defined in the Planning Scheme;
- (11) **Future DCP** has the meaning given in Recital G;
- (12) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (13) **Land** means the land contained in volume 11208 folio 293 being the land described as Lot 1 on Plan of Subdivision 615758J and which is generally known as 320 Plummer Street, Port Melbourne; ✓
- (14) **Levies** means the development infrastructure levy and the community infrastructure levy payable under the Future DCP;
- (15) **Mortgagee** means Maxcap Security Pty Ltd being the person registered or entitled to be registered as the mortgagee of the Land or any part of it;
- (16) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (17) **Planning Permit** means planning permit no. MPA14/005 applying to the Land, issued on 12 August 2015 and amended from time to time, including any plans endorsed under it;
- (18) **Planning Scheme** means the Port Phillip Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (19) **Responsible Authority** means Victorian Planning Authority or its successor as the authority responsible for administering matters under Division 2 of Part 9 of the Act in relation to any agreement that makes provision for development contributions for land in the Fishermans Bend Urban Renewal Area in accordance with Clause 61.01 of the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (20) **Statement of Compliance** means a statement of compliance under the *Subdivision Act 1988*; and
- (21) **Superlot** means a lot that is created by the subdivision of all or part of the Land which is:
 - (a) identified as a superlot on a plan of subdivision; or
 - (b) having regard to the Development approved under the Planning Permit, anticipated to be further subdivided; and
- (22) **Tribunal** means the Victorian Civil and Administrative Tribunal.

2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.

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- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3 Obligations run with the land

The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

4 Specific obligations of the Owner

4.1 The Owner agrees to pay the Development Contributions in relation to the Development.

4.2 The Owner must pay to the Responsible Authority:

- (1) prior to the issue of any Building Permit for above ground works for each stage - 10% of the Development Contributions for the Development associated with that Building Permit; and
- (2) prior to the issue of any Statement of Compliance for each stage, other than a Statement of Compliance issued in respect of the creation of a Superlot – 90% of the Development Contributions for the Development associated with that Statement of Compliance,

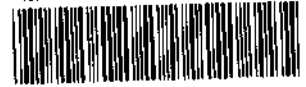
to the satisfaction of the Responsible Authority.

4.3 In order to establish the total amount of Development Contributions payable by the Owner, the Owner must submit the following information in relation to the Development to the Responsible Authority prior to seeking to make a payment under clause 4.2:

- (1) the number of Dwellings;

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(2) the Gross Commercial Floor Area; and

(3) the Gross Retail Floor Area,

associated with the relevant Building Permit or Statement of Compliance.

- 4.4 Unless otherwise agreed between the parties, the Owner must provide to the Responsible Authority, prior to commencing any works pursuant to the Planning Permit the information described in clause 4.3, to the satisfaction of the Responsible Authority.

5 Responsible Authority's obligations

5.1 The Responsible Authority agrees that it will:

- (1) expend or allow to be expended amounts of Development Contributions collected pursuant to this Agreement only for the purposes of delivering infrastructure of the type set out in Schedule 1 or funded (wholly or partly) by the Future DCP; and
- (2) administer those amounts to the extent possible as though they were collected under Part 3B of the Act.

5.2 The Responsible Authority must, within 10 Business Days of receiving information under clause 4.3, provide a statement to the Owner detailing the quantum of the Development Contributions payable under clause 4.2.

6 Future DCP

6.1 The parties acknowledge and agree that, if Development Contributions for the Development are paid in accordance with this Agreement, no Levies will be payable in relation to the Development, regardless of the time at which the Future DCP is incorporated into the Planning Scheme.

6.2 If the amount of the Levies that would have been payable in relation to the Development, had the Future DCP applied to the Development, is less than the Development Contributions payable under this Agreement (the "**Difference**"), the Responsible Authority must:

- (1) if all Development Contributions payments required under this Agreement have been made at the time of gazettal of the incorporation of the Future DCP into the Planning Scheme – refund the Difference to the Owner within 30 Business Days of gazettal; or
- (2) if some Development Contributions payments required under this Agreement have not been made at the time of gazettal of the incorporation of the Future DCP into the Planning Scheme:
 - (a) apply the Difference to payments of Development Contributions to be made by the Owner under clause 4.2; and
 - (b) if the Difference exceeds the payments remaining to be paid under this Agreement at the time of gazettal of the incorporation of the Future DCP into the Planning Scheme – refund the outstanding amount of the Difference within 30 Business Days of the issue of the final Statement of Compliance for the Development.

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7 Further obligations of the Owner

The Owner further agrees that:

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

7.2 Mortgagee to be bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land.

7.3 Registration of Agreement

The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

7.4 Responsible Authority's costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

7.5 Indemnity

- (1) The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that they may sustain, incur, suffer or be liable for in respect of any judgment or order made against the Owner and which are referable to a breach of or non-compliance with this Agreement but excluding any costs, expenses, losses or damages caused by the negligence or reckless act of the Responsible Authority.
- (2) The parties agree that each will conduct itself in a manner that ensures mitigation of its loss in respect of any claim, suit, action, proceeding or judgment brought by any person.

7.6 Responsible Authority access

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

8 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

9 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

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10 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

11 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

12 Successors in title

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

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by the terms of this Agreement.

13 Goods and services tax

13.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

13.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

13.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

13.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

14 General matters

14.1 Service of notice

A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

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- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

14.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

14.3 No waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

14.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

14.5 Severability

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

14.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, other than a dispute referred to in clause 14.6(3), that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.



- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 14.6(2) and 14.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

14.7 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

15 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

16 Amendment

This Agreement may be amended:

- (1) by written agreement between the parties; or
- (2) in accordance with Part 9 Division 2 of the Act.

17 Ending of Agreement

17.1 This Agreement comes to an end within the meaning of section 177(1) of the Act when:

- (1) the Owner has completed, to the satisfaction of the Responsible Authority, all of the obligations imposed on it under this Agreement;
- (2) the parties agree in writing to end the Agreement wholly or in part or as to any part of the Land in accordance with section 177(2) of the Act; or
- (3) a decision to end the Agreement is made under Part 9 Division 2 of the Act.

17.2 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

18 Counterparts

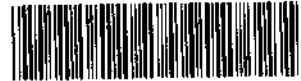
This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

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- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

Executed by the parties as a deed.

Signed sealed and delivered by by Stuart
Moseley, Chief Executive Officer

on behalf of the **Victorian Planning
Authority**, pursuant to an Instrument of
Delegation authorised by resolution of the
Authority in the presence of:



Signature of witness

Signature of Victorian Planning Authority's
delegate

MATTHEW THORNLEY

Name of witness
(BLOCK LETTERS)

1 Chelmsford Cres, St Albans

Address of witness

Executed by **Abbot Kinney Pty Ltd**
ACN 082 873 694 in accordance with
section 127 of the *Corporations Act* 2001:

Director/Company Secretary

DAVID JODAN

Name of Director/Company Secretary
(BLOCK LETTERS)

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

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Mortgagee's Consent

Maxcap Security Pty Ltd as Mortgagee of registered Mortgage No. AN900712L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed by **Maxcap Security Pty Ltd** in
the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Executed by **MAXCAP SECURITY PTY LTD (ACN 608 102 263)**
in accordance with section 127(1) of the Corporations Act 2001 (Cth)

Director

Bill McWilliams

Full name (please print)

Director / Secretary

Mark Heaven

Full name (please print)

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Schedule 1 – Project types on which funds may be expended

- (1) Community and recreation infrastructure projects, including:
 - (a) Primary multipurpose community facilities, eg maternal and child health centres, meeting and technology sharing spaces
 - (b) Secondary multipurpose community facilities, eg youth centres and halls
 - (c) Sport and recreation facilities, eg sports courts and fields, shared paths
 - (d) Civic facilities, eg libraries
- (2) Transport infrastructure projects, including:
 - (a) Public transport projects, eg light rail extension, street duplications
 - (b) Active transport (pedestrian and cycling) projects, eg Principal Bike Network, Civic Boulevard
 - (c) Local street upgrades
 - (d) Local intersection upgrades
 - (e) Drainage upgrades
- (3) Open space improvement projects, including:
 - (a) New parks, for local and regional use
 - (b) New urban squares
 - (c) Improvements to existing open space and recreation areas.
- (4) Land acquisition required for the projects above

PROPERTY DETAILS

Address: **14 PROHASKY STREET PORT MELBOURNE 3207**

Lot and Plan Number: **Lot 5T PS746020**

Standard Parcel Identifier (SPI): **5T\PS746020**

Local Government Area (Council): **PORT PHILLIP**

Council Property Number: **265357**

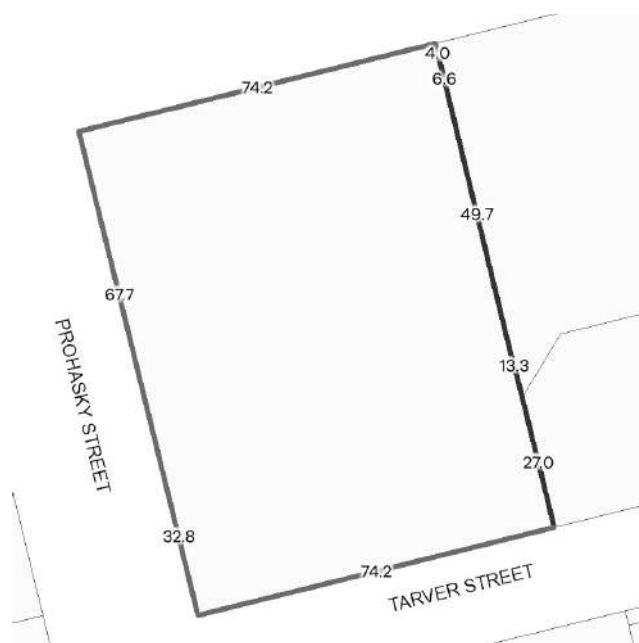
Directory Reference: **Melway 56 H2**

www.portphillip.vic.gov.au

Note: There are 437 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: 7456 sq. m

Perimeter: 350 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: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **ALBERT PARK**

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.

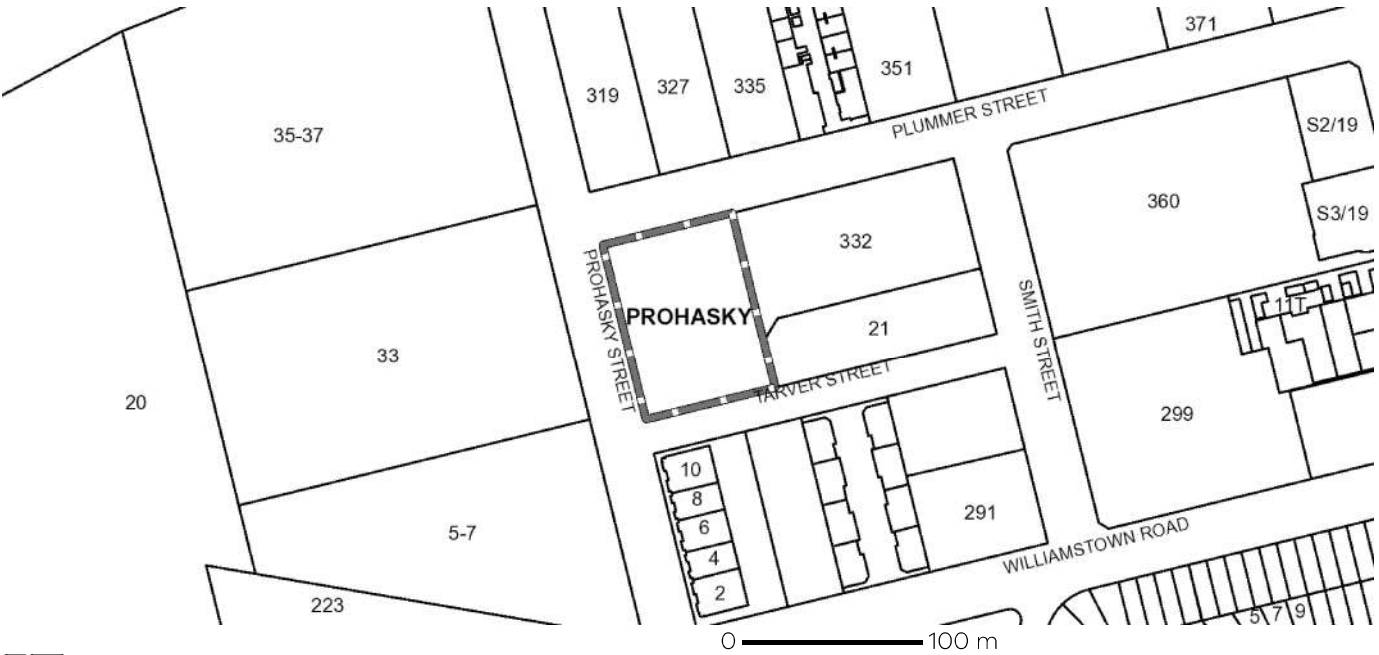
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



 Selected Property

From www.planning.vic.gov.au at 27 October 2023 10:41 AM

PROPERTY DETAILS

Address: **14 PROHASKY STREET PORT MELBOURNE 3207**

Lot and Plan Number: **Lot 5T PS746020**

Standard Parcel Identifier (SPI): **5T\PS746020**

Local Government Area (Council): **PORT PHILLIP**

Council Property Number: **265357**

Planning Scheme: **Port Phillip**

Directory Reference: **Melway 56 H2**

www.portphillip.vic.gov.au

[Planning Scheme - Port Phillip](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **ALBERT PARK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[CAPITAL CITY ZONE \(CCZ\)](#)

[CAPITAL CITY ZONE - SCHEDULE 1 \(CCZ1\)](#)

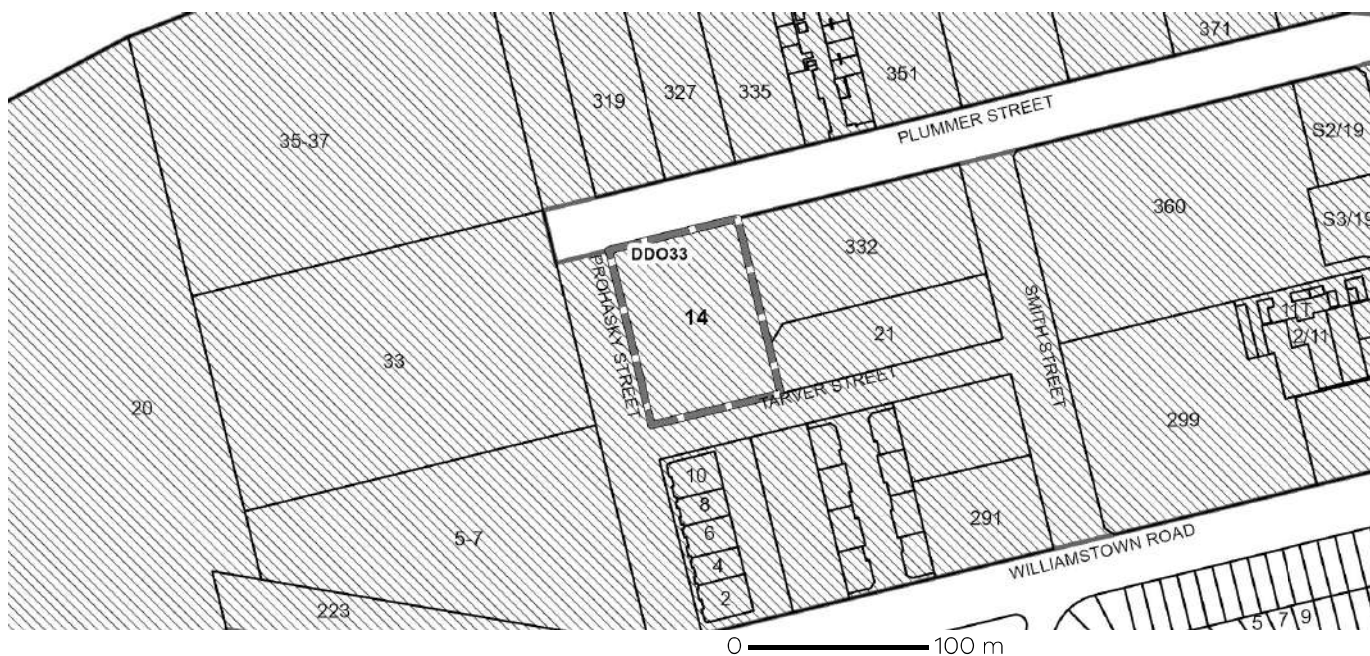


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 33 (DDO33)



 **DDO - Design and Development Overlay**

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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



 **EAO - Environmental Audit Overlay**

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

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



 **ICO - Infrastructure Contributions Overlay**

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)



 **PO - Parking Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

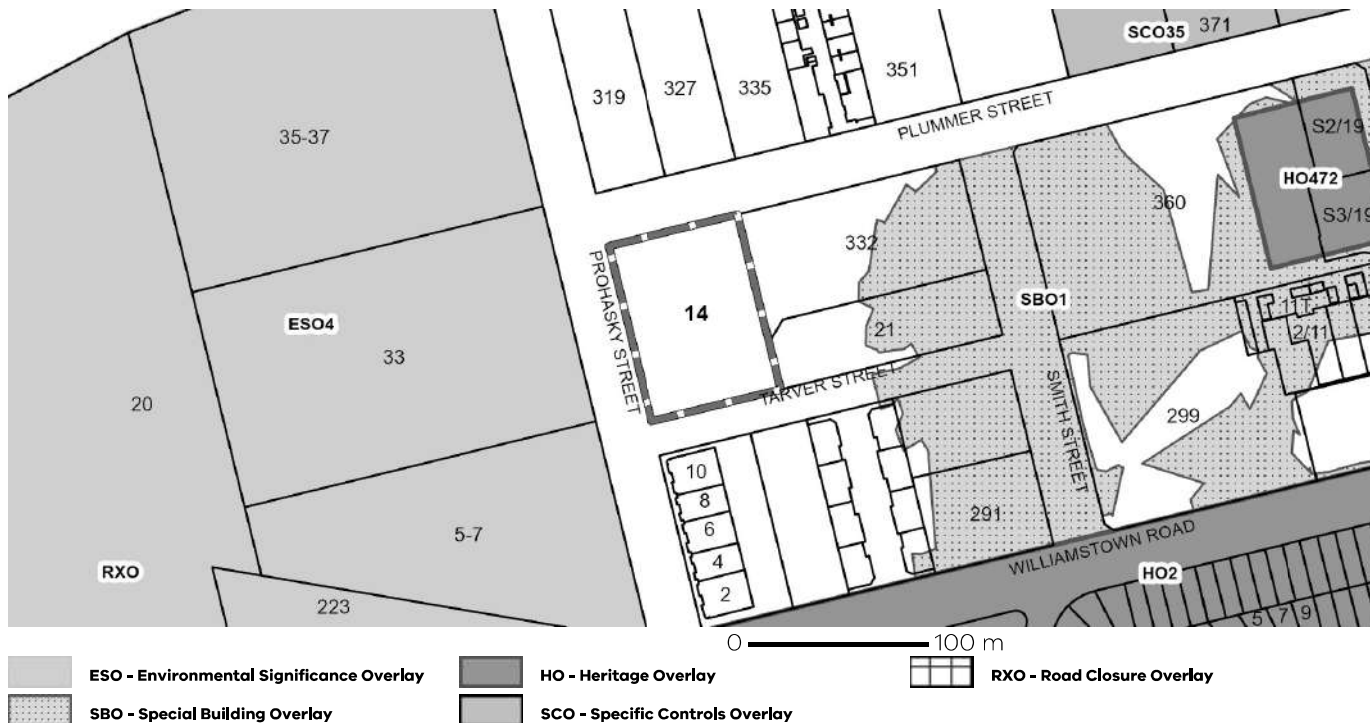
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

ROAD CLOSURE OVERLAY (RXO)

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 26 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

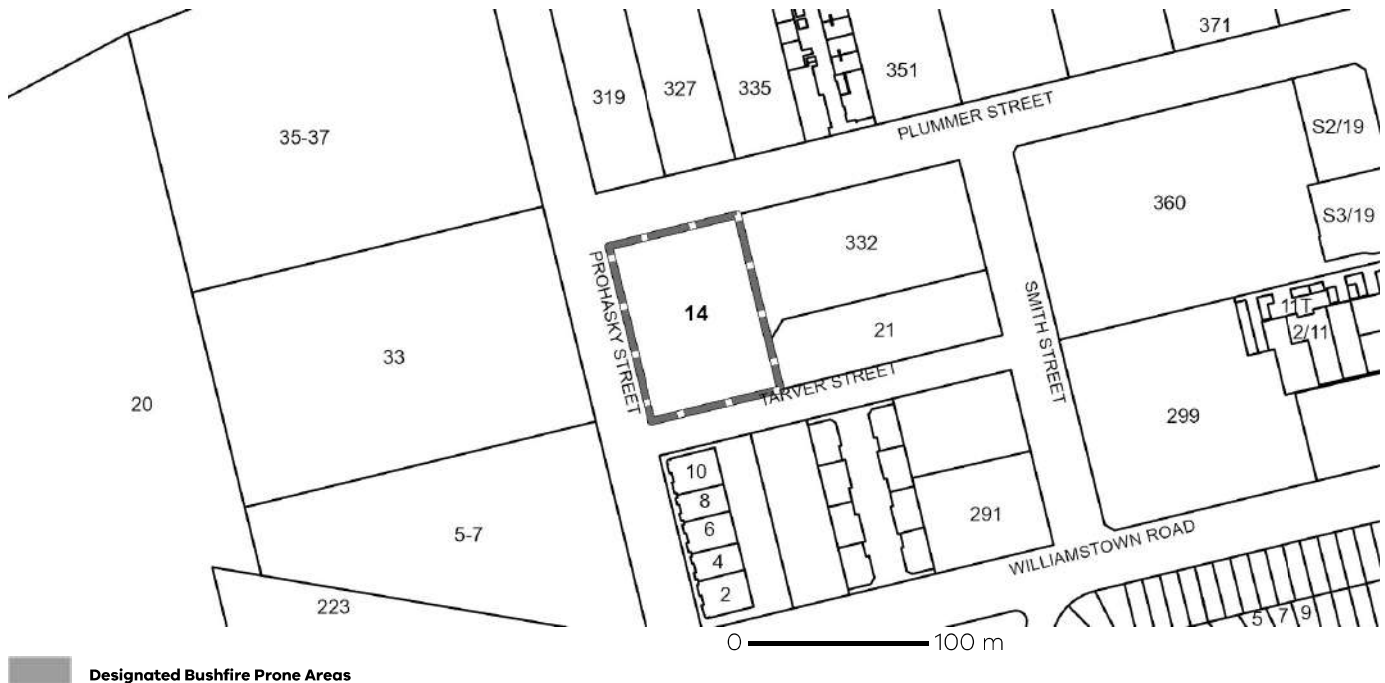
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Australian Prestige Conveyancing
PO Box 3228
COTHAM 3101

Client Reference: ISABEL YINGXI JIANG

NO PROPOSALS. As at the 20th October 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

14 PROHASKY STREET, PORT MELBOURNE 3207
CITY OF PORT PHILLIP

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

Date of issue: 20th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70635364 - 70635364122044 'ISABEL YINGXI JIANG'



**LAND INFORMATION CERTIFICATE
(Section 121 LGA 2020)
AND
VALUATION CERTIFICATE
(VLA 1960)**

Certificate No: CTLI/05984/2023
Property No: 265357
Issue Date: 26/10/2023

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 1989 and 2020 or under a local law or by law of the council and specified flood level by the council (if any).

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

**The Trustee For Vhrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street MELBOURNE
VIC 3000**

Your Ref: LANDATA|70635364-035-0

<u>Property</u>	<u>Title Details</u>
14 PROHASKY STREET PORT MELBOURNE VIC 3207	Lot 5T PS746020J V12189 F639

Level of Valuation Date: 1/1/2023

Valuation Effective Date: 1/7/2023

Site Value	Capital Improved Value	Net Annual Value
\$55,000	\$1,450,000	\$72,500

1/7/2023 to 30/6/2024

Opening Balance at 1/7/2023	\$ 0.00
General Rates	\$ 2,456.30
Waste Bin Charge	\$ 198.20
Fire Services Property Levy	\$ 191.70
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ 0.00
Other Outstanding Charges/Property Debt	\$ 0.00
Total Due	\$ 2,846.20

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

PEXA Payments Biller Code: 356899 Reference: 2027 0135 2653 579

Please email Notice of Acquisition to: rates@portphillip.vic.gov.au



**LAND INFORMATION CERTIFICATE
(Section 121 LGA 2020)
AND
VALUATION CERTIFICATE
(VLA 1960)**

Certificate No: CTLI/05984/2023
Property No: 265357
Issue Date: 26/10/2023

ABN 21 762 977 945

PARKING PERMITS

PLEASE NOTE: That Owners or Occupiers of this property are not entitled to receive Resident or Visitor Parking Permits in any City of Port Phillip Parking Permit Scheme as the property is subject to Council's 'No Parking Permit' Policy. Contact the Senior Traffic Engineer on 03 9209 6445 to provide further clarification if required.

FLOOD LEVELS

Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 221 of the Local Government Act 2020. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 153 & 154 of the Building Regulations 2018.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 51(2) of the Building Regulations 2018 may be obtained from Councils Building Department ☎ (03) 9209 6253. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Building Regulations 2018 or is in an area of designated land or works within the meaning of Regulation 806 of the Building Regulations 2018.

Notices and Orders The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council: No Notices/Orders Applicable	
Cultural and Recreation Lands Act 1963 The potential liability for rates under the Cultural and Recreational Land Act 1963	Total Liability: \$ NIL
Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988	Total Money Owed: \$ NIL
Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989	Total Liability: \$ NIL

PRIVATE STREET SCHEMES

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

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

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

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

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

Australian Prestige Conveyancing
E-mail: admin@ausprestige.com

Statement for property:
LOT 5T 14 PROHASKY STREET PORT
MELBOURNE 3207
5T PS 746020

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
09B//03694/00031	Isabel Yingxi Jiang	20 OCTOBER 2023	45218836

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2023 to 31/12/2023	\$21.21
Melbourne Water Corporation Total Service Charges	01/10/2023 to 31/12/2023	\$29.54

(b) By South East Water

Water Service Charge	01/10/2023 to 31/12/2023	\$21.48
Sewerage Service Charge	01/10/2023 to 31/12/2023	\$94.37
Subtotal Service Charges		<u>\$166.60</u>

TOTAL UNPAID BALANCE \$166.60

- The meter at the property was last read on 30/07/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$1.71 per day

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

All new buildings and major refurbishment of existing buildings within the Fisherman's Bend Precinct, must include the installation of a third pipe water supply system to supply non-potable water uses such as toilet flushing, clothes washing and irrigation within the development.

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

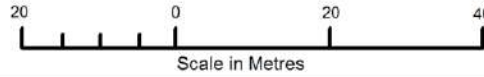
A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

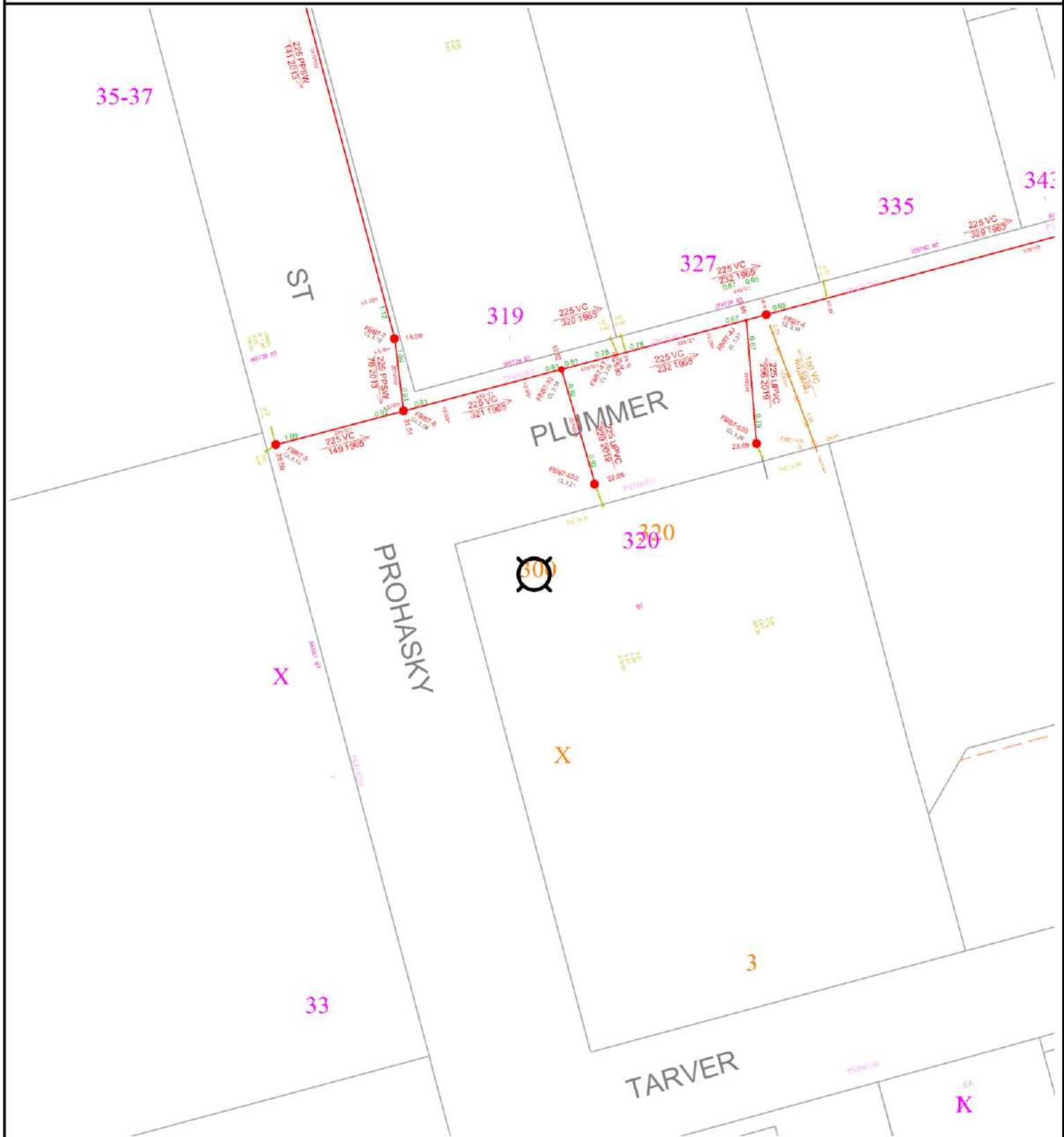
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 45218836





Date: 20OCTOBER2023



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

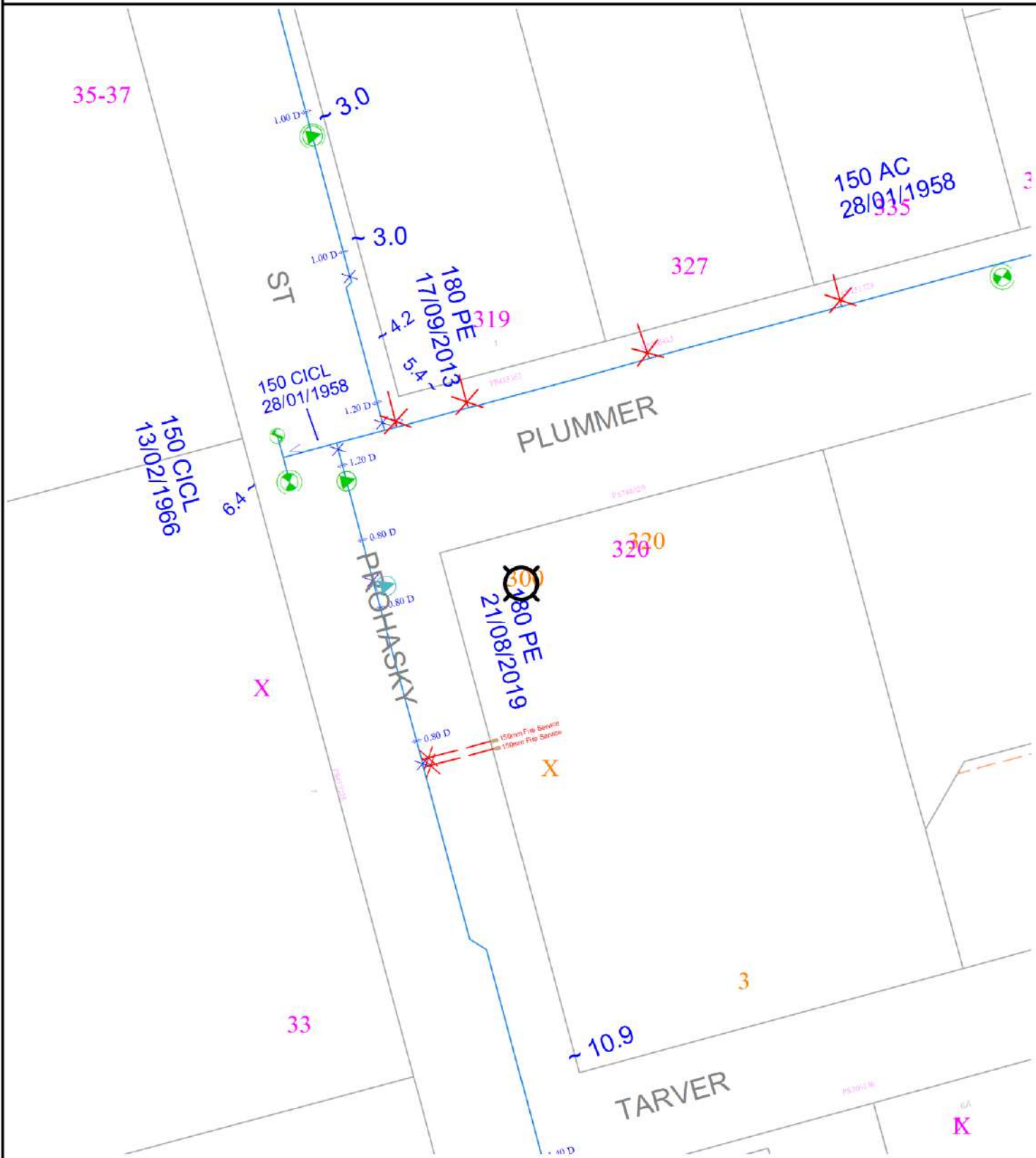


Property: Lot 5T 14 PROHASKY STREET PORT MELBOURNE 3207

Case Number: 45218836



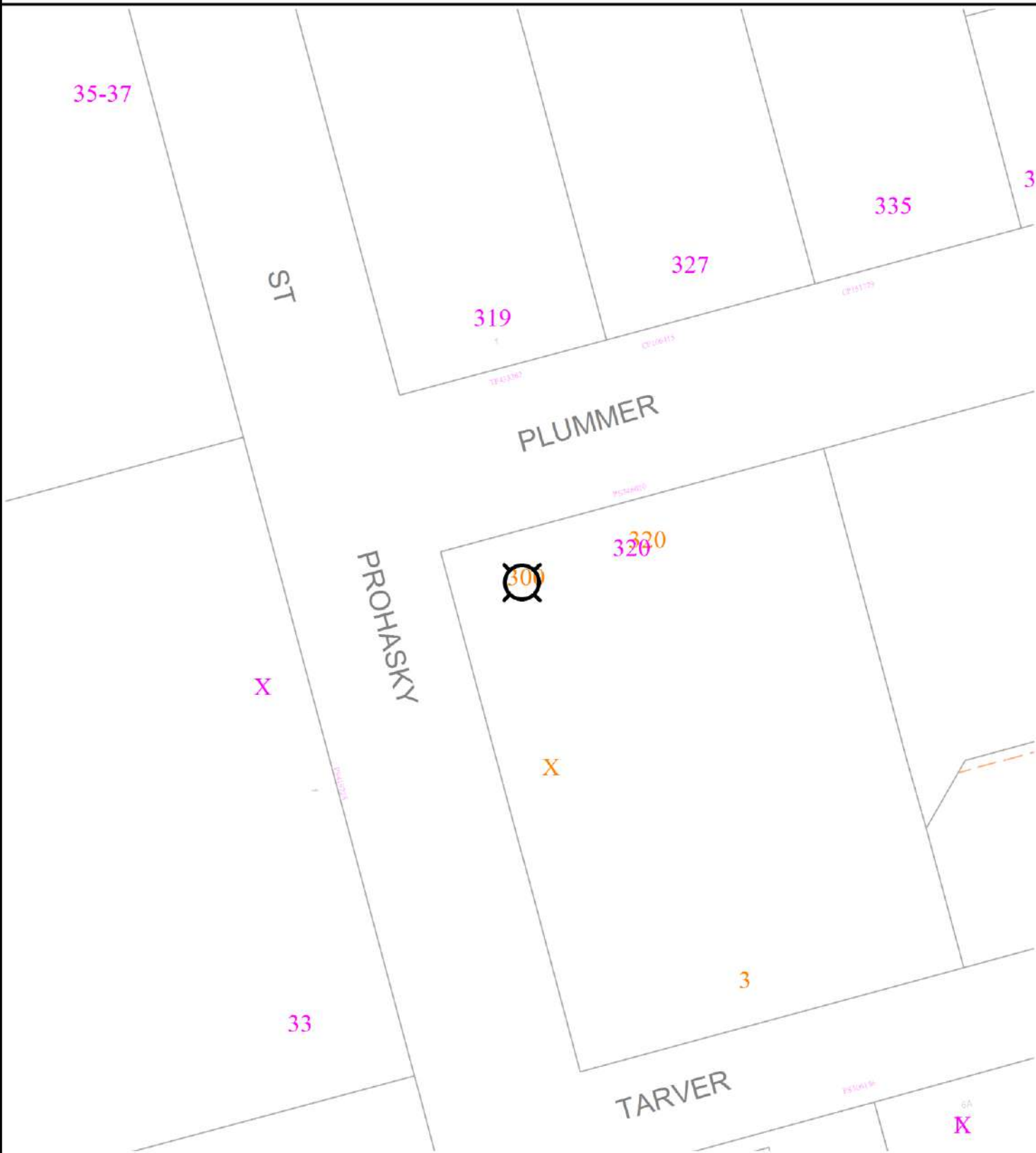
Date: 20OCTOBER2023



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LEGEND

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



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Land Tax



AUSTRALIAN PRESTIGE CONVEYANCING

Your Reference:	LD:70635364-030-5.ISABEL YI
Certificate No:	67336870
Issue Date:	20 OCT 2023
Enquiries:	ESYSPROD

Land Address:	14 PROHASKY STREET PORT MELBOURNE VIC 3207				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47104570	5T	746020	12189	639	\$0.00

Vendor: ISABEL YINGXI JIANG
Purchaser: ISABEL YINGXI JIANG

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS ISABEL YINGXI JIANG	2023	\$57,000	\$0.00	\$0.00	\$0.00


Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,500,000
SITE VALUE:	\$57,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 67336870

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$57,000

Calculated as \$0 plus (\$57,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 67336870

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67336870

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



AUSTRALIAN PRESTIGE CONVEYANCING

Your	LD:70635364-030-5.ISABEL
Reference:	YINGX
Certificate No:	67336870
Issue Date:	20 OCT 2023

Land Address: 14 PROHASKY STREET PORT MELBOURNE VIC 3207

Lot	Plan	Volume	Folio
5T	746020	12189	639

Vendor: ISABEL YINGXI JIANG
Purchaser: ISABEL YINGXI JIANG

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 67336870

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67336875

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67336875

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Your Ref: CTPI/03726/2023
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(1)



20 October 2023

The Trustee For Vhrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street
MELBOURNE VIC 3000

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182

portphillip.vic.gov.au

ASSIST Customer Service

☎ 03 9209 6777

Dear Sir/Madam,

RE: Building Information Details for 14 PROHASKY STREET PORT MELBOURNE VIC 3207

I refer to your property enquiry concerning the above property and advise the following:

The following Building Permits have been issued for this property:

Council Reference Number	Date Issued	Description
P/172/2018	23 Feb 2018	Demolition of Existing buildings
P/240/2018	16 Mar 2018	Development of a mixed use building
P/379/2018	24 Apr 2018	Development of a mixed use building
P/516/2018	25 May 2018	Development of a mixed use building
P/748/2018	13 Aug 2018	Construction of a new building
P/13/2019	04 Jan 2019	Construction of a new building
P/234/2019	12 Mar 2019	Construction of a new building Stage 6: Facade, fire & hydraulic services and PT slab L3 - Roof
P/306/2019	03 Apr 2019	Construction of a new building
P/571/2019	28 Jun 2019	Construction of a new building
P/52/2020	20 Dec 2019	Construction of a New Building (Stage 9 - Balance of architectural and Amended Services)
P/56/2020	20 Jan 2020	Construction of a new building
P/423/2020	12 Jun 2020	Fit-out of Tower 3 ground floor restaurant and rooftop bar CBSU58176/7655481780590/1
P/654/2020	13 Aug 2020	Fitout of temporary alternative entry to tower 3 CBSU58176/1568400832216/0
P/669/2020	21 Aug 2020	Fitout of cinema and gymnasium
P/470/2021	07 Jun 2021	Alterations and Additions to an Existing Building

The following Certificates of Final Inspection have been issued for this property:

Council Reference Number	Date Issued
P/654/2020	10 Mar 2021
P/470/2021	14 Sep 2021

The following Occupancy Permits have been issued for this property:

Council Reference Number	Date Issued
P/240/2018	05 Mar 2020
P/379/2018	05 Mar 2020
P/516/2018	05 Mar 2020
P/516/2018	24 Apr 2020
P/748/2018	05 Mar 2020
P/748/2018	24 Apr 2020
P/13/2019	05 Mar 2020
P/13/2019	24 Apr 2020
P/234/2019	05 Mar 2020
P/306/2019	05 Mar 2020
P/306/2019	24 Apr 2020
P/571/2019	05 Mar 2020
P/571/2019	24 Apr 2020
P/52/2020	05 Mar 2020
P/52/2020	24 Apr 2020
P/56/2020	24 Apr 2020
P/669/2020	21 Dec 2020

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

For enquiries, please contact the Building Helpdesk on 9209 6253.

For copies of plans and documents, please call Building Records on 9209 6242 to lodge an application (please note application charges apply).

Yours sincerely,



Bill Yannelis
Municipal Building Surveyor

Your Ref:
Enquiries to Building:
Building Regulations 2018:

CTPI/03727/2023
03 9209 6253
Part 4 – Building Permits r51(2)



St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182

portphillip.vic.gov.au

ASSIST Customer Service

03 9209 6777

20-Oct-2023

The Trustee For Vlrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street
MELBOURNE VIC 3000

Dear The Trustee For Vlrs Trust (Web Certificates),

RE: Building Information Details for 14 PROHASKY STREET PORT MELBOURNE VIC 3207

Termite Area (r150)	Yes
Bushfire Area	No
Significate Snowfall Area (r152)	No
Designated Land or Works (r154)	No
Sewered Area (r132)	Yes
Land Liable to Flooding	No
Ungazetted Melbourne Water Flood Overlays <i>In addition to the prescribed information specified in this land information certificate, Council has formed the view that the above information concerning the land is relevant and provides the additional information in good faith.</i> <i>Melbourne Water have provided information to Council that in some cases varies and updates the flood mapping currently in the Port Phillip Planning Scheme, flood mapping relevant to the Building Regulations 2018 (Vic) and other flooding mapping that may have previously been publicly available.</i> <i>The information provided by Melbourne Water has in some cases identified land that was previously understood not to be subject to flooding which may now be considered to be subject to flooding. The land the subject of this certificate is now understood to be subject to flooding.</i> <i>Until formal changes are made to the Port Phillip Planning Scheme and the Designated Special Area mapping relevant to the Building Regulations 2018 (Vic), you may contact Melbourne Water at devconnect@melbournewater.com.au should you require further information.</i>	No

For further information on flood or overlay details contact:

Melbourne Water enquiries:

City of Port Phillip Development & Drainage Engineer:

131 722

(03) 9209 6865

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Yannelis', with a stylized flourish at the end.

Bill Yannelis
Municipal Building Surveyor

PARTIAL OCCUPANCY PERMIT (SP1 & SP4)

(Part Lower Ground & Ground to Mezzanine and Tower 2, excl Apt 10.08)

Project: P.M. Apartments

This occupancy permit must be displayed in the following approved location: Fire Control Room

Property Details

Address:	320 Plummer Street, PORT MELBOURNE VIC 3207						
Lot/s:	1	LP/PS:		Volume:	11208	Folio:	293
Crown Allotment:	C	Section:		Parish:	Melbourne South	County:	
Municipal District:	Port Phillip City Council						

Building Permit Details

Building permit number: CBSU58176/1665795078785/1-10
Version of BCA applicable to building permit: 2016

Building Details

Building or Part of Building to which permit applies	Permitted Use	BCA Class of Building	Maximum permissible floor live load (kPa)	Maximum number of people to be accommodated
Lower Ground	Residential Apartment, Plantroom	2, Ancillary	1.5 (Apartment), 5.0 (Plantroom)	100 people***
Ground	Lobby, Residential Apartment, Plantroom	2, Ancillary	1.5 (Apartment), 5.0 (Plantroom)	10 people***
Mezzanine	Carpark, Residential Apartment, Plantroom	2, 7a, Ancillary	2.5 (Carpark), 1.5 (Apartment), 5.0 (Plantroom)	100 people***
Level 1	Carpark, Residential Apartment, Plantroom	2, 7a, Ancillary	2.5 (Carpark), 1.5 (Apartment), 5.0 (Plantroom)	100 people***
Tower 2 Level 2-12 (Excl Apt 10.08)	Residential Apartment	2	1.5	100 people
Tower 2 Level 13	Residential Facilities, Plantroom	2/ 9b, Ancillary	1.5	100 people

* Allowable floor loading in kPa. Refer to structural documentation for the localised areas where increased loading is permitted.

** No. of people deemed to be accommodated

*** Refer Appendix A for included areas

Storeys Contained: 20
Rise in Storeys (for Class 2-9 Buildings): 19
Effective Height: 50.95
Type of Construction: A

Performance solution

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

Relevant Performance requirement				Details of performance solution
C3.9, CP2, CP4	NCC Performance Part C	Vol Sol	1 -	Fire hydrant and sprinkler Test drain pipes to be installed in the fire isolated stairways.
C1.1, A2.3, Spec A2.3, CP1, CP2	NCC Performance Part C	Vol Sol	1 -	Fire walls separating SOUs are penetrated by 10mm steel plates which are connected to independent steel columns within the fire walls.
C1.1, Spec C1.1 Clause 3.1(e), CP2	NCC Performance Part C	Vol Sol	1 -	Non-loadbearing internal walls required to be fire-resisting consists of timber materials within the wall construction.
C1.1, Spec C1.1, CP1, CP2	NCC Performance Part C	Vol Sol	1 -	Reduction of fire resistance level (FRL 120/120/120 in lieu of FRL (180/180/180) to building elements surrounding the retail portions of the development.
C2.4, CP2	NCC Performance Part C	Vol Sol	1 -	Residential common corridors with a length exceeding 40 m without smoke separation at Tower 1 from Level 2 to Level 11.
C3.11, CP2	NCC Performance Part C	Vol Sol	1 -	The entrance to the townhouse garages via the carpark on Lower Ground is not proposed to be protected by fire rated construction
C3.2, C3.4, CP2	NCC Performance Part C	Vol Sol	1 -	Unprotected openings within close proximity to adjacent property boundary.
D3.1, DP1, DP2, DP8	NCC Performance Part D	Vol Sol	1 -	<ul style="list-style-type: none"> • Accessible car parking dedicated bay vertical height is less than the required 2500mm (available height clearance is 2300mm). • Stairway handrail on one side terminates at the first riser and does not provide the required extensions. • Only one (1) of the spas has lift access • Doorway does not have a landing with a gradient no steeper that 1 in 40 (Tower 2 and 3 – level 2 corridor entrances to the external podiums). • Stairway to the upper floors is not set back from traverse path of travel and therefore does not provide handrail extensions. • Stairway does not provide complying handrails on both sides. E.g. Single handrail or reduced extensions. • 180o turning circulation space has not been provided at the end of accessways where the path of travel does not continue. • 180o turning circulation space has not been provided at the mailboxes. • Latch side clearance on the doorways on egress from bin chute rooms has not been provided. • 180o turning circulation space has not been provided within the communal kitchenette. • Reduced handrails and TGSI's (300mm) on external stairway due to location relating to the allotment boundary.
D 1 . 1 0 , D2.19, DP4	NCC Performance Part D	Vol Sol	1 -	<ul style="list-style-type: none"> • Automatic roller shutter door is proposed to be used on egress path from Ground Floor car park to outside. • Egress path using carpark driveway which discharges from Ground floor carpark to outside has gradient of 1:6.4 instead of 1:8.
D1.7, DP4	NCC Performance Part D	Vol Sol	1 -	<ul style="list-style-type: none"> • Internal discharge of fire isolated exits. (Both scissor stairs in Tower 1 and Tower 2, and one of the scissor stairs in Tower 3). • Tower 2 plant room (which does not occupy the entire floor) has direct access into the fire isolated stair.
D2.4, DP4	NCC Performance Part D	Vol Sol	1 -	Connection of rising and descending stair flights without smoke separation. (Tower 1)

D1.5, DP4	NCC Performance Part D	Vol Sol	1 -	Convergence of egress paths from separated fire isolated stairways.
D2.20, DP4	NCC Performance Part D	Vol Sol	1 -	Exits doors swinging in the direction opposite to a person seeking egress.
D1.4, DP4, EP2.2	NCC Performance Part D	Vol Sol	1 -	Extended travel distances to an exit or POC where two exits are available: o Ground Floor: Up to 54 m in lieu of 40 m and 88 m in lieu of 80 m o Ground Mezzanine Floor: Up to 50 m in lieu of 40 m and 35 m in lieu of 20 m o Level 1: Up to 65 m in lieu of 40 m o Level 2: Up to 16 m in lieu of 6 m o Level 3 – 11: Up to 16 m in lieu of 6 m o Level 12: Up to 16 m in lieu of 6 m and 27 m in lieu of 20 m o Level 13 – 15: Up to 9 m in lieu of 6 m o Level 16: Up to 23 m in lieu of 20 m
D2.22, DP2	NCC Performance Part D	Vol Sol	1 -	Re-entry from fire isolated exits provided on every fourth floor is not unlockable. Re-entry is provided by activating the break glass button provided on every fourth floor which is linked to the security system.
D1.9, DP4, EP2.2	NCC Performance Part D	Vol Sol	1 -	Reduced and extended travel distances between alternate exits: o Lower Ground Floor: Up to 74 m in lieu of 60 m o Ground Floor: Up to 102 m in lieu of 60 m o Ground Mezzanine Floor: Up to 116 m in lieu of 60 m and from 4.2 m in lieu of 9 m o Level 1: Up to 105 m in lieu of 60 m and from 4.2 m in lieu of 9 m o Level 2: Up to 123 m in lieu of 45 m and from 4.2 m in lieu of 9 m o Levels 3 – 11: From 4.2 m in lieu of 9 m o Level 12: From 4.2 m in lieu of 9 m o Levels 13 – 15: From 4.2 m in lieu of 9 m o Level 16: From 4.2 m in lieu of 9 m
D1.4, DP4, EP2.2	NCC Performance Part D	Vol Sol	1 -	Travel distance to exit via non-fire isolated ramp from Lower Ground is up to 88 m in lieu of 80 m
E2.2, EP2.2	NCC Performance Part E	Vol Sol	1 -	<ul style="list-style-type: none"> • Deletion of automatic air pressurisation system to the single fire isolated stairway serving Tower 1 connecting Levels 2 – 11. • Zone smoke control system not provided to Class 5 and 6 portions in a building with an effective height of more than 25 m.
E1.4, EP1.1	NCC Performance Part E	Vol Sol	1 -	<ul style="list-style-type: none"> • Fire hose reel coverage shortfall: o Lower Ground Floor: corridor leading to fire tank room, fire tank room, and bin store. o Ground Floor: substation, fire control room, gas meter, residential lobbies, retail area < 200 m², gymnasium, bin store, fire-isolated corridor, water meter assembly room, and mail room. o Ground Mezzanine Floor: gym, pool plant room, switch room, and lift lobby. o Level 1: mechanical plant room and lift lobby. • Fire hose reel located more than 4 m from an exit: a. Ground Floor (up to 18 m) b. Level 1 (up to 7 m)
E1.3, EP1.3	NCC Performance Part E	Vol Sol	1 -	<ul style="list-style-type: none"> • Fire pump room is proposed to be located at Lower Ground Level, near Prohasky Street stairway, without direct access to the road or open space. • Booster assembly located within 10 m of the building without a compliant shield wall.
E1.5, EP1.4	NCC Performance Part E	Vol Sol	1 -	<ul style="list-style-type: none"> • Sprinkler valve room is proposed to be located at Lower Ground Level, near Prohasky Street stairway, without direct access to the road or open space. • Deletion of sprinkler protection to lift shafts. • Non-provision of sprinklers in the supply and exhaust carpark plenum space from Lower Ground to Level 1.

E4.9, EP4.3	NCC Vol 1 Performance Sol - Part E	1	Fire brigade jacking points are provided in accordance with MFB Fire Safety Guideline GL-01.
F 1 . 1 1 , FP1.6	NCC Vol 1 Performance Sol - Part F	1	<ul style="list-style-type: none"> • Permit flat floor with localized gradient to floor waste within laundry (room and cupboard) • Permit flat floor within bathroom (outside of shower enclosure only)
F3.1, FP3.1	NCC Vol 1 Performance Sol - Part F	1	<ul style="list-style-type: none"> • Reduced ceiling heights of less than 2100mm within Lower Ground plant rooms (eg. Domestic cold water tank, rainwater tank and pump) • Reduced ceiling heights within carpark and storage cages of less than 2100mm.
F2.1, FP2.2	NCC Vol 1 Performance Sol - Part F	1	Permit omission of laundry trough
F 4 . 1 1 , F P 4 . 4 , FP4.5	NCC Vol 1 Performance Sol - Part F	1	Reduction of up to 30% of the required ventilation exhaust rate within the carpark part

Reporting authorities

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

Reporting Authority	Matter Reported on or Consented to	Relevant Regulation No.
City of Port Phillip	Drainage Plans	133
City of Port Phillip	Public Precaution	116
MFB	NCC Clause E1.3 AS 2419.1 Clause 4.1.2 Mag Flow Meters To permit the use of inline water meters (magnetic flow type) on the fire mains.	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2118.1 and AS2419.1 To permit non-provision of fire tank suction point.	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1 & AS21118) Clause 7.3 and 7.4 Booster Assembly To permit booster assembly to be located along Prohasky Street (not within sight of vehicular entry and building main entry)	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1 & AS21118) Clause 7.3 and 7.4 Booster Assembly To permit feed suction outlets and fire brigade booster inlets to be located less than 750mm above the floor (approx. 500mm)	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1 & AS21118) Clause 7.3 and 7.4 Booster Assembly To permit feed suction outlets and fire brigade booster inlets to be located more than 1200mm above the floor (approx. 1500mm)	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1 & AS21118) Clause 7.3 and 7.4 Booster Assembly To permit partially compliant shield wall to booster assembly.	129

MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1:2005 Clause 7.7) Hydrant Cover To permit deletion of relay pumps in building with effective height exceeding 50m.	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1:2005 Clause 7.7) Hydrant Cover To permit hydrant coverage shortfalls (refer attached drawings).	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1:2005 Clause 7.7) Hydrant Cover To permit hydrant location within 10m from the protected building without compliant shield wall	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1:2005 Clause 7.7) Hydrant Cover To permit internal hydrants to be located at mid landings (refer attached drawings)	129
MFB	NCC Clause E1.3 & E1.5 (Interalia AS2419.1:2005 Clause 7.7) Relay Pump To permit deletion of relay pumps in building with effective height exceeding 50m.	129
MFB	NCC Clause E1.3 & E1.5, Specification E1.5 Section 7 (Interalia AS2419 & AS2118.1 Clause 4.3.4) Water Supply To permit modified Grade 1 Water supply with 2 x 30kL tanks located on Lower Ground.	129
MFB	NCC Clause E1.3 (Interalia AS2419.2005 Clause 3.2.2.2) External Hydrant To permit external hydrants located within 10m from building without compliant shield wall	129
MFB	NCC Clause E1.3 and E1.5 (Interalia AS2419.1 Clause 6.4.2) Internal Pump Room To permit fire pump room to be located at Level Lower Ground (access from stair adjacent to booster assembly at Tower 3)	129
MFB	NCC Clause E1.3, AS2419 and AS2118.3 Clause 2.6.1 Vertical Ring Main To permit vertical pipes of the fire ring main to rise up through the scissor stair, i.e. Vertical riser pipes not located within wholly separated fire rated shafts.	129
MFB	NCC Clause E1.5 Spec E1.5 Section 6 (Interalia AS2118.1) Sprinkler Control Valve To permit sprinkler control valve to be located at Level Lower Ground, adjacent to the fire pump room.	129
MFB	NCC E1.8 & Specification E1.8 Fire Control Room To permit provision of single access pathway into the room.	129

Conditions to which this permit is subject

Occupation is subject to the following conditions:-

(1) Essential safety measures

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

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Building Fire Integrity				
Building elements required to satisfy prescribed fire resistance levels, (including walls, columns, beams, floors, ceilings and shafts, etc.)	Section C, D1.12, D1.8, D2.8, D2.11	CP1 to CP4, CP6 to CP8, DP4 to DP6	Yearly	Annual inspection to AS1851-2012, Section 12 for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties for linings and surface finishes	C1.10, Spec C1.10	CP4	Yearly	Annual inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation (including fire walls, smoke walls, fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints)	BR100, C1.7, C1.9, C1.14, Spec C1.1, Spec C2.5, C2.5 to C2.14, C3.3, C3.11, D1.7, D1.8, E1.3, AS2118.1-1999 (cl 5.6.10)	CP2, CP6, CP7, DP5	Yearly	Annual inspection for damage, deterioration, or unauthorised alteration
Fire Doors (hinged and pivoted incl their associated warning systems) and assoc. self-closing, auto closing and latching mechanisms	C.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7, D1.8, D1.12	CP8, DP5	Every six months	Every six months as per AS1851- 2012 Section 12 check operation of handles, closers and electronic strikes.
Hinged and pivoted fire-resistant doorsets serving as entry doors to private residential apartments.	C3.11	CP2	Yearly	Annually as per AS1851- 2012 Section 12 check operation of handles, closers and electronic strikes.
Fire Protection at services penetrations through elements required to be fire resisting with respect to integrity and insulation or have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	CP8	Yearly	Annually as per AS1851-2012, Section 12 to inspect for damage, deterioration, or unauthorised alteration.

Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	CP2, CP8	Yearly	Annually as per AS1851-2012, Section 12 to inspect for damage, deterioration, or unauthorised alteration.
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6	CP3	Every six months	Every six months as per AS1851-2012, Section 12. Check operation of closers, handles and electronic strikes
Means of Egress				
Paths of travel to exits	D1.6	DP4	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12	DP4, DP6	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	DP2, DP3, DP4, DP5	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	DP2, DP6	Every three months	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware
Signs				
Exit identification including signs on fire doors and smoke doors; signs on egress doors leading from fire-isolated passageways; signs and audible and visual alarms on sliding fire doors; chevron stripes; and flashing luminaries	Clauses D2.23 and C3.6 and as approved by the authority having jurisdiction	CP2, DP4	Yearly	Annual inspection to determine signs and alarms are intact and operational where relevant

Exit signs (including direction signs),	Specification D1.12, E4.5, E4.6, E4.8	DP4, EP4.1, EP4.2	Every six months	Every six months to AS2293.2-1995.
Photoluminescent exit signs	Specification D1.12, E4.5, E4.6, E4.8	EP4.2	Monthly	Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit
Signs warning against the use of lifts in the event of fire	E3.3	EP3.3	Yearly	Annual inspection to ensure the warning sign is in place and legible
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to a storey is available	D2.22	DP2	Yearly	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	D2.23	DP2	Yearly	Annual inspection to ensure the warning sign is in place and legible
Lighting				
Emergency lighting	E4.2, E4.4	EP4.1	Every six months	Every six months to AS2293.2-1995
Fire Fighting Services and Equipment				
Fire main, booster, static water supply and associated equipment (as relevant)	Part E1, AS 2118-1995, AS2419.1-2005	EP1.3, EP1.4	Monthly	Monthly if pumps are installed or six monthly to AS1851-2012, Section 4.
Water Storage Tanks	Part E1, AS 2118-1995, AS2419.1-2005	EP1.3, EP1.4	Monthly	Monthly to AS1851-2012, Section 5.
Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, AS2419.1	EP1.3	Every six months	Six monthly to AS 1851-2012, Section 4 (also monthly to AS1851-2012, Section 3 where pumps are installed)
Fire hose reel system	E1.4, AS 2441-2005	EP1.1	Every six months	Every six months to AS1851-2012 Section 9.
Sprinkler system (including alarm monitors connected to approved authority)	E1.5	EP1.4	Monthly	Monthly to AS1851-2012 Section 2

Portable fire extinguishers	E1.6	EP1.4	Every six months	Every six months to ensure extinguishers are in place and to AS1851-2012 Section 10
Fire control room	E1.8	EP1.6	Yearly	Annually to ensure compliance of construction and contents with BCA
Sprinkler protection of openings	C3.4 and as approved by relevant authority	CP2, CP8, EP1.5	Yearly	Annually to ensure protection of openings is maintained
Air Handling Systems				
Fire & Smoke Dampers	E2.2	CP2, CP8, EP2.2	Quarterly	Quarterly as prescribed in AS1851-2012 Section 13
Air control dampers – recycled & relief air, smoke spill & outdoor air, and supply and return air exhaust	E2.2	CP2, CP8, EP2.2	Every six months	Six monthly as prescribed in AS1851-2012 Section 13
Outdoor intakes	F4.5	FP4.3	Monthly	Monthly as prescribed in AS1851-2012 Section 13
*Automatic monitoring of atmosphere contaminants for car-parks and other vehicle enclosures	AS 1668.2-2012	FP4.4, FP4.5	Yearly	Annual audit and inspection to verify all equipment is operational and fit for purpose
Smoke hazard management systems <ul style="list-style-type: none"> automatic stair pressurisation systems for fire-isolated exits air-handling systems that do not form part of smoke hazard management system and which may unduly contribute to the spread of smoke miscellaneous air-handling systems serving more than one fire compartment to which Section 5 and 6 of AS/NZS 1668.1. The use of Ventilation and air-conditioning in buildings - Part 1: Fire and smoke control in buildings, as in force or as reissued or as published from time to time. 	E2.2	EP2.2	Quarterly	Quarterly as prescribed in AS1851-2012, Section 13

Automatic Fire Detection and Alarm Systems				
Smoke alarm (not forming part of an AS 1670 system)	E2.2 and Specification E2.2a, AS/NZS 1668.1-1998	EP2.1	Every six months	Six monthly as prescribed in AS1851-2012 Section 6
Smoke and heat alarm system	Clause 3 of Specification E2.2a	EP2.1, EP2.2	Monthly	Monthly as prescribed in AS1851-2012 Section 6
Interconnected smoke alarms for occupant warning systems	Specification E2.2a, AS12239	EP2.1	Monthly	Monthly as prescribed in AS1851-2012 Section 6
Occupant Warning Systems				
Emergency warning and intercommunication system/Sound system and intercom system for emergency purposes	E4.9	EP4.3	Monthly	Monthly as prescribed in AS 1851-2012 Section 6
Building occupant warning systems including audible alarms, recorded and visual messages	Clause 8 of Specifications E1.5; E2.2a and Clause 6 of Specification E2.2a	EP2.2	Monthly	Monthly as prescribed in AS 1851-2012 Section 6
Fire brigade phones and phone jacks	Fire Brigade Guidelines	N/A	As per guidelines	As prescribed by Fire Brigade guidelines or annual test of system operation
Lifts				
Stretcher facilities in lifts	E3.2	EP3.1	Yearly	Annual inspection to ensure compliance of facilities with BCA
Emergency lifts	E3.4	EP3.2	Yearly	As per requirements of AS1735 periodic inspection as per manufacturers specification, however no less than annual inspection
Passenger lift fire service controls	E3.6	EP3.2	Yearly	Periodic inspection as per manufacturers specification, however no less than annual inspection
Interconnection, Interfacing and Testing – Fire Safety Systems				
All fire and safety systems	N/A	Fire Engineering Report	Yearly	Annual systems interface test to AS1851 Clause 1.12 & Appendix D

*Other Safety Measures				
*Glazed assemblies	B1.4 and F1.13	BP1.3, FP1.4	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Balconies	Part B1	BP1.1, BP1.2	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Balustrades	Part B1 and D2.16	BP1.1, BP1.2, DP3	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Swimming pool safety fencing	G1.1	GP1.2	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Building Use and Application				
*Classification and use of building	A3.2 to A3.4	N/A	Yearly	Annual inspection to ensure use does not vary from approval
*Occupancy hazard	E1.5, E1.6, E1.10	EP1.2, EP1.4	Yearly	Annual inspection to ensure use does not vary from approval
Fire Brigade Requirements Additional to BCA Provisions				
Way finding signage from booster assembly to fire control room, and fire control room to fire pump room/ sprinkler control & isolation valve	Reg 129/ 187	MFB Regulation 129 Consent No. 1803120	Annual	Annual inspection to ensure the sign is in place and legible
Hydrant shortfall signage '2x30m length of hose will be required to achieve full coverage' at fire control room, booster assembly and applicable hydrant	Reg 129/ 187	MFB Regulation 129 Consent No. 1803120	Annual	Annual inspection to ensure the sign is in place and legible
Sprinkler within 500mm from non fire rated construction within 10m horizontally from external hydrant (Corner Prohasky and Tarver Street)	Reg 129/ 187	MFB Regulation 129 Consent No. 1803120	Annual	Annual inspection to ensure the sign is in place and legible

(2) **Other Conditions**

1. This Partial Occupancy Permit is only applicable to the area as noted in Appendix A. A further occupancy permit is required prior to occupation for areas not included in this handover.
2. All fire engineering requirements as per fire engineering report (Ref: 60480863 Rev F dated 29.11.2019) prepared by AECOM must be adhered to strictly and maintained. Any changes in circumstances to those assumed in preparation of the fire engineer's assessments and which may affect fire and life safety matters shall be subject of review and approval by a qualified fire engineer.
3. Management and operational requirements, additional safety systems and equipment, and/or special conditions that apply or are required under the fire engineering or access report assessments shall be maintained at all times.
4. All fire alarm systems shall be connected to an approved monitoring service in accordance with AS1670.3 and referenced Australian Standards and the requirements of the MFESB for fire alarm monitoring systems..
5. All relevant conditions of use and occupation (if any) applicable under Town Planning permits or consents shall be complied with at all times.
6. Where fire safety systems (detection, sprinkler, occupant warning systems) are isolated as part of future building works, such isolations must be managed via the contractors fire safety and OH&S risk management plan. Isolations must be restricted to individual inputs or zones or circuits and not the Alarm Signalling Equipment (ASE). Where it is proposed to isolated the ASE, written approval must be obtained by the ASE monitoring provider prior to such isolation.
7. Sprinkler zone isolation to occur only on a zone basis, no more than one sprinkler zone is to be isolated for maintenance or future building works whilst the building is occupied.


Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name:	PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD
Address:	Level 5 136 Exhibition Street Melbourne VIC 3000
Email:	info@plpaust.com
Building practitioner registration no.:	CBS-U58176

Designated Building Surveyor

Name:	Socrates Capouleas	Building Practitioner Registration No.	BS-U1557
Occupancy Permit No.:	CBSU58176/1665795078785/10		
Date of Final Inspection:	02 Mar 2020		
Date of Issue:	05 Mar 2020		
Signature:			



Extract of EPA Priority Site Register

Page 1 of 2

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PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 14 PROHASKY STREET

SUBURB: PORT MELBOURNE

MUNICIPALITY: PORT PHILLIP

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 56 Reference H2
Melways 40th Edition, Street Directory, Map 56 Reference H1

DATE OF SEARCH: 20th October 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

2 WEST GATE FWY PORT MELBOURNE	Current Service Station. Requires assessment and/or clean up. Notice Number: 90007492
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If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

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

[Extract of Priority Sites Register] # 70635364 - 70635364122044
'ISABEL YINGXI JIANG'



Extract of EPA Priority Site Register

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

Sites Register once all conditions of a Notice have been complied with.

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

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

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

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 23rd October 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 746020J-1 (An unlimited for Plan No. 746020J-2, 746020J-3, 746020J-4, 746020J-5, 746020J-8)

Address of Plan: 320 Plummer Street / 3 Tarver Street PORT MELBOURNE VIC Victoria 3207

Lot Number this statement relates to: 5T

Unit Number this statement relates to: 5T

Postal Address P.O. Box 894 PORT MELBOURNE VIC 3207

2. CERTIFICATE DETAILS

Vendor: Isabel Yingxi Jiang

Postal Address for Lot 5T 14 Prohasky Street, PORT MELBOURNE VIC 3207

Purchaser:

Person requesting Certificate: Isabel Yingxi Jiang

Reference:

Address: 14 Prohasky Street, PORT MELBOURNE VIC 3207

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 5T

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5T are **9,752.02 per annum** commencing on 1 January 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	2,379.14	14/02/23	Paid
01/04/23 to 30/06/23	2,379.14	01/04/23	Paid
01/07/23 to 30/09/23	2,496.87	01/07/23	Paid
01/10/23 to 31/12/23	2,496.87	01/10/23	Paid

Maintenance Fund

The annual maintenance levy fees for Lot 5T are **1,646.84 per annum** commencing on 1 January 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	411.71	14/02/23	Paid
01/04/23 to 30/06/23	411.71	01/04/23	Paid

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-1 - Lot 5T

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	411.71	01/07/23	Paid
01/10/23 to 31/12/23	411.71	01/10/23	Paid

4. CURRENT LEVY POSITION FOR LOT 5T

Fund	Balance	Paid To
Administrative	0.00	31 December 2023
Maintenance Fund	0.00	31 December 2023
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5T.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5T that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 23 October 2023:

Account / Fund	Amount
Administrative Fund	52,148.92
Maintenance Fund	364,925.70
TOTAL FUNDS HELD AS AT 23 OCTOBER 2023	\$417,074.62

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0006112626
Expiry Date	1-September-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	180671.13

Cover Type

Cover Type	Amount of Cover
Building	256634106
Common Area Contents	2566341
Fidelity Guarantee Insurance	250000
Government Audit Costs	25000
Government Audit Costs - Appeal Expenses	100000
Government Audit Costs - Legal Defense Expenses	50000
Liability to Others	30000000
Loss Of Rent/Temporary Accommodation	38495115
Lot Owner's Fixtures and Improvements	250000
Machinery Breakdown Insurance	100000
Office Bearers Legal Liability	5000000
Voluntary Workers Insurance	1000-100000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-1 - Lot 5T

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
19/10/2018	Abbot Kinney Pty Ltd	Current	Substation Lease
22/11/2022	Anytime Towing	Current	Towing Agreement

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
16/01/2020	CSC Waste & Recycling		Current	Waste Management
10/03/2020	B Energy		Current	Electricity Provider
10/03/2020	B Energy		Current	Gas and Hot Water Provider
30/03/2020	Foxtel		Current	Network Access
18/12/2020	Telstra		Current	Mobile Phone
19/11/2021	Essential Community Management		Current	Strata Management
01/12/2021	United Lift Services Pty Ltd		Current	Lift Maintenance
10/01/2022	WeWumbo		Current	Management Software
01/04/2022	Melbourne Building Services (MBS)		Current	Building Management
01/09/2022	Spot On Garden Care		Current	Landscaping Services
02/07/2023	Advance Plumbing		Current	Pump Services
02/07/2023	Advance Plumbing		Current	Hydraulic Services
02/07/2023	Ellis Air		Current	Mechanical Services
02/07/2023	Jaz Building Consultants		Current	Essential Services
02/07/2023	Mr. Jeremy Eacher JE Electrical		Current	Electrical Services
02/08/2023	Aspect Property Services Pty Ltd		Current	Cleaning
02/08/2023	Fire Watch Safety Results Group		Current	Fire Services

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-1 - Lot 5T

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Essential Community Management Pty Ltd
ABN / ACN:	66 103 752 567
Address of Manager:	Level 2, 58 Lorimer Street DOCKLANDS VIC 3008
Telephone:	03 9981 0077
Facsimile:	03 9981 0078
E-mail Address:	info@essentialcommunity.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Please note that the Owners Corporation Fees are payable in quarterly instalments, due in advance as set at the previous Annual General Meeting. These fees will continue until changed by resolution at the next Owners Corporation Annual General Meeting.

As the levies and charges to the Owners Corporation may change at any time vendors and/or purchasers must obtain a levy statement from our office 48 hours prior to settlement at no charge. A new Owners Corporation Certificate is required at the expiration of two months.

OWNERS CORPORATION CERTIFICATE


(Continued)

As at 23rd October 2023

For Plan No. 746020J-1 - Lot 5T

SIGNING

The common seal of Owners Corporation No. 1, Plan No. 746020J-1, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Rhianna Tame

Company: Essential Community Management Pty Ltd

Address of registered office: Level 2, 58 Lorimer Street DOCKLANDS
VIC 3008

23/10/2023

Date



Common Seal
of Owners Corporation

'we manage so you can live'

info@essentialcommunity.com.au
03 9981 0077
essentialcommunity.com.au

Isabel Yingxi Jiang
14 Prohasky Street,
PORT MELBOURNE VIC 3207

23rd October 2023

Dear Isabel Yingxi Jiang

Re: OWNERS CORPORATION CERTIFICATE - LOT 5T, PLAN NO. 746020J-1

In response to your request, we now attach an Owners Corporation Certificate for Lot 5T in Plan No. 746020J-1 dated 23rd October 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@essentialcommunity.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Rhianna Tame
Company: Essential Community Management Pty Ltd
Address of registered office: Level 2, 58 Lorimer Street DOCKLANDS
VIC 3008

23/10/2023

Date

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 23rd October 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 746020J-4 (An unlimited for Plan No.
(A Limited of Plan No. 746020J-1)

Address of Plan: 320 Plummer Street / 3 Tarver Street Port Melbourne Victoria 3207

Lot Number this statement relates to: 5T

Unit Number this statement relates to: 5T

Postal Address P.O. Box 894 PORT MELBOURNE VIC 3207

2. CERTIFICATE DETAILS

Vendor: Isabel Yingxi Jiang

Postal Address for Lot 5T 14 Prohasky Street, PORT MELBOURNE VIC 3207

Purchaser:

Person requesting Certificate: Isabel Yingxi Jiang

Reference:

Address: 14 Prohasky Street, PORT MELBOURNE VIC 3207

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 5T

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5T are **1,984.36 per annum** commencing on 1 January 2023.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	503.59	14/02/23	Paid
01/04/23 to 30/06/23	503.59	01/04/23	Paid
01/07/23 to 30/09/23	488.59	01/07/23	Paid
01/10/23 to 31/12/23	488.59	01/10/23	Paid

Maintenance Fund

The annual maintenance levy fees for Lot 5T are **143.60 per annum** commencing on 1 January 2023.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/23 to 31/03/23	35.90	14/02/23	Paid
01/04/23 to 30/06/23	35.90	01/04/23	Paid
01/07/23 to 30/09/23	35.90	01/07/23	Paid
01/10/23 to 31/12/23	35.90	01/10/23	Paid

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-4 - Lot 5T

4. CURRENT LEVY POSITION FOR LOT 5T

Fund	Balance	Paid To
Administrative	0.00	31 December 2023
Maintenance Fund	0.00	31 December 2023
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5T.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5T that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 23 October 2023:

Account / Fund	Amount
Administrative Fund	21,047.16
Maintenance Fund	1,869.07
TOTAL FUNDS HELD AS AT 23 OCTOBER 2023	\$22,916.23

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0006112626
Expiry Date	1-September-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	180671.13

Cover Type

Cover Type	Amount of Cover
Building	256634106
Common Area Contents	2566341
Fidelity Guarantee Insurance	250000
Government Audit Costs	25000
Government Audit Costs - Appeal Expenses	100000
Government Audit Costs - Legal Defense Expenses	50000
Liability to Others	30000000
Loss Of Rent/Temporary Accommodation	38495115
Lot Owner's Fixtures and Improvements	250000
Machinery Breakdown Insurance	100000
Office Bearers Liability Insurance	5000000
Voluntary Workers Insurance	1000 - 100000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-4 - Lot 5T

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
10/03/2020	Abbot Kinney Pty Ltd	Current	Business Centre Occupation Licence
10/03/2020	Abbot Kinney Pty Ltd	Current	Gymnasium Occupation Licence
10/03/2020	Abbot Kinney Pty Ltd	Current	Cinema Occupation Licence
10/03/2020	Abbot Kinney Pty Ltd	Current	Playroom Occupation Licence

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
19/11/2021	Essential Community Management		Current	Strata Management
01/04/2022	Melbourne Building Services (MBS)		Current	Building Management

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd October 2023

For Plan No. 746020J-4 - Lot 5T

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Essential Community Management Pty Ltd
ABN / ACN: 66 103 752 567
Address of Manager: Level 2, 58 Lorimer Street DOCKLANDS VIC 3008
Telephone: 03 9981 0077
Facsimile: 03 9981 0078
E-mail Address: info@essentialcommunity.com.au

17. ADDITIONAL INFORMATION

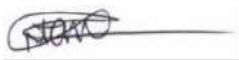
The owners corporation provides the following information for the benefit of the purchaser:

Please note that the Owners Corporation Fees are payable in quarterly instalments, due in advance as set at the previous Annual General Meeting. These fees will continue until changed by resolution at the next Owners Corporation Annual General Meeting.

As the levies and charges to the Owners Corporation may change at any time vendors and/or purchasers must obtain a levy statement from our office 48 hours prior to settlement at no charge. A new Owners Corporation Certificate is required at the expiration of two months.

SIGNING

The common seal of Owners Corporation No. 4, Plan No. 746020J-4, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Rhianna Tame
Company: Essential Community Management Pty Ltd
Address of registered office: Level 2, 58 Lorimer Street DOCKLANDS
VIC 3008

23/10/2023

Date



Common Seal
of Owners Corporation

'we manage so you can live'

info@essentialcommunity.com.au
03 9981 0077
essentialcommunity.com.au

Isabel Yingxi Jiang
14 Prohasky Street,
PORT MELBOURNE VIC 3207

23rd October 2023

Dear Isabel Yingxi Jiang

Re: OWNERS CORPORATION CERTIFICATE - LOT 5T, PLAN NO. 746020J-4

In response to your request, we now attach an Owners Corporation Certificate for Lot 5T in Plan No. 746020J-4 dated 23rd October 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@essentialcommunity.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Rhianna Tame
Company: Essential Community Management Pty Ltd
Address of registered office: Level 2, 58 Lorimer Street DOCKLANDS
VIC 3008

23/10/2023

Date

PM Port Melbourne

320 Plummer Street, Port Melbourne, Victoria, 3207

OWNERS CORPORATION NO. 1, 2, 3, 4 & 5 PS746020J

MINUTES OF ANNUAL GENERAL MEETING

The Annual General Meeting of Members was held

Monday, 1st May 2023 at 6:00PM

P.M. PORT MELBOURNE - P BUILDING ROOFTOP VIP ROOM
300 Plummer Street, Port Melbourne Victoria 3207

10th May 2023

Dear Sir/Madam,

Minutes of Annual General Meeting – Interim Resolutions

The Annual General Meeting (AGM) was hereby called so that the Owners Corporation can fulfil its statutory obligations, pursuant to the requirements of the Owners Corporations Act 2006 ('the Act').

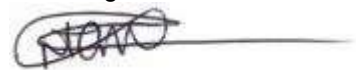
As a quorum was not in attendance for OC2, OC3, and OC4, the meeting commenced, and all resolutions made are interim decisions of the Owners Corporation unless 25% of financial owners petition for the meeting to be recalled within 28 days after the meeting.

On the 29th day following the meeting, all meeting resolutions will then be accepted as resolutions by the majority of Owners in favour.

As a quorum was declared for OC1 and OC5, all meeting resolutions are accepted as resolutions by the majority of Owners in favour.

Should you have any queries relating to this matter, please do not hesitate to contact our office on 03 9981 0077 or via e-mail at rhiana@essentialcommunity.com.au.

Kind Regards,



Rhianna Tame

Team Leader & Senior Owners Corporation Manager

For and On Behalf of PM Port Melbourne Owners Corporation
Plan of Subdivision No. 746020J

Minutes of the Annual General Meeting

1. Registration

Attendance

Lot No.	Name
507B	Michele Bieri & Adrian Vanderdoes
803B	Richard Vagg
403B	Allison Hare
616A	Sien Oai Lim (non-voting)
908A	Robin Baass
504B	Kimberley & Dan Cravo
712A	Michael & Irene Jones
406A	Michael & Janet Sim
906A	Craig Mark
214A	Craig Amezdroz
203A	Mirella Moretti
612A	David Stanton
811A	Judith & Howard Ellis
218A	Labrini Apostolopoulos
519A	Nella Costanza
204B	Nicola Gkika
418A	Kerry Hill (non voting – proxy to Lisa McCallum)
321A	Susie Furlong
1018A	Lisa McCallum
1105B	George Anagnostou
817A	Peter & Nada Robertson
203B	Leonie Kingston-Yates
414B	Megan Paulsen
408A	Jaymie Fennell
501B	Pearl & Russell Paulsen
208A	Maria & Dillon Fernabdesz
410B	Goldy Dzienciol
217A	Ersu Akguner
817A	Natalie Verkade <i>Via Phone</i>

Attendance via Proxies:

Lot No.	Name	Proxy
1302C	Abbot Kinney	Wanda Degnan
207B	Abbot Kinney	Wanda Degnan
1117A	Abbot Kinney	Wanda Degnan
1502C	Abbot Kinney	David Joachim

Management: Rhianna Tame | Team Leader & Senior Owners Corporation Manager (ECM)
Regina McCann | General Manager (ECM)
Jazmine Brun | Owners Corporation Manager (ECM)
Linh Dang | Assistant Owners Corporation Manager (ECM)
Taniesha Bandtock | Assistant Owners Corporation Manager (ECM)
Gary Wiltshire | Building Manager (MBS)

There was a quorum of members of Owners Corporation 1 and 5 in attendance in person or via proxy. All resolutions made in this meeting for OC1 and OC5 are therefore ordinary resolutions.

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There was not a quorum of members of Owners Corporation 2, 3 and 4 in attendance either in person or via proxy. All resolutions for OC2, 3 and 4 made in this meeting are interim resolutions.

Percentage in Attendance OC2 – 39.47%

OC3 – 35.91%

OC4 – 9.09%

- 3. Chairperson** The members resolved to appoint Rhianna Tame as chairperson of the meeting.

- 4. Minutes** The members resolved to confirm the minutes of the Annual General Meeting held on the 12th September 2022 as a true and correct record.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	93.76	0.00	5.79	Passed
2	73.9	0.00	26.08	Passed interim
3	91.80	0.00	8.20	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

** Note – Percentage of Lot Entitlement in attendance*

- 5. Insurance**

5.1 Insurance Covers

Members noted the present insurance covers as per the Certificate of Currency are with Chubb Insurance Australia Ltd, current to 1st September 2023.

Members resolved:

- a) That the Owners Corporation obtains a valuation for the replacement value of the building every five years as required under Section 65(2) of the Owners Corporation Act 2006.
- b) That the Owners Corporation subject to a periodic valuation obtains quotations for the renewal of insurance policy each year. That the quotations for renewal are forwarded to the Committee for approval prior to renewal each year.
- c) That the Manager be authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	98.05	0.91	0.59	Passed
2	87.29	0.00	12.71	Passed interim
3	77.16	0.00	22.84	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

** Note – Percentage of Lot Entitlement in attendance*

A copy of the Certificate of Currency was attached to the Agenda. Once the insurance is renewed, members may request from the OC manager the updated Certificate of Currency.

5.2 Insurance Claim & Excess

Members resolved that the payment of the excess imposed on all claims will be:

- a) For claims made on the Owners Corporation insurance, the excess is payable by the proprietor or occupier making the claim unless otherwise agreed in advance by the Owners Corporation.
- b) The Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service.
- c) A lot owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	93.52	0.33	5.70	Passed
2	71.22	6.41	22.37	Passed interim
3	88.32	1.35	10.33	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

5.3 Property Valuation

Members were advised that the Owners Corporation Act 2006 requires a Tier 1-4 Owners Corporation to obtain a property valuation every 5 years or earlier if so decided.

Members noted that a copy of the insurance valuation completed by WT Partnership on 2nd November 2020 is available upon request.

6. Financial Account

6.1 The members of the Owners Corporation reviewed and adopted the audited financial reports as at 31st December 2022 showing balances as follows:

	Administration Fund	Maintenance Fund
OC 1	\$144,911.74	\$153,588.27
OC 2	\$74,654.58	\$100,526.10
OC 3	\$151,576.45	\$24,545.00
OC 4	\$19,086.89	\$779.08
OC 5	\$56,535.22	\$33,753.71

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	98.52	0.42	0.61	Passed
2	93.65	0.00	6.35	Passed interim
3	97.60	0.00	2.40	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

6.2 Members were advised that as OC1, OC2, OC3, and OC5 are Tier One Owners Corporations, they are required to undertake an audit of the financial records.

6.3 Members were advised that as OC4 is a Tier 3 Owners Corporation, they are exempt from attaining an audit. Despite this, OC4 members resolved to have the next financial year financial records audited.

A copy of the Audit Reports were attached for members records.

7. Budget

7.1 Financial budgets for the period from 01/01/2023 – 31/12/2023

Pursuant to section 23 of the Owners Corporation Act 2006 the Owners Corporation resolved to accept the following per annum Budgets for the period from 01/01/2023 to 31/12/2023 as attached, being,

Owners Corporation Plan No.	Administration Budget + GST
OC 1	\$1,776,504.68
OC 2	\$179,567.38
OC 3	\$250,794.87
OC 4	\$19,843.50
OC 5	\$233,390.81

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	92.67	0.42	6.46	Passed
2	95.57	2.43	2.00	Passed interim
3	98.65	0.00	1.35	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

Owners Corporation Plan No.	Maintenance Budget + GST
OC 1	\$300,000.00
OC 2	\$35,000.00
OC 3	\$61,174.00
OC 4	\$1,436.00
OC 5	\$35,542.00

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	98.21	0.42	0.92	Passed
2	95.47	2.54	2.00	Passed interim
3	100	00	00	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

7.3 Administration Fund Surplus Transfer

Members resolved to transfer the following administration fund surplus to reduce the administration levies or maintenance fund in 2023.

Owners Corporation Plan No.	Administration Fund	Maintenance Fund
OC 1	-	-
OC 2	-	-
OC 3	\$6,583.00	-

OC 4	-	-
OC 5	-	-

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	-	-	-	-
2	-	-	-	-
3	96.95	0.00	3.05	Passed interim
4	-	-	-	-
5	-	-	-	-

* Note – Percentage of Lot Entitlement in attendance

7.4 Administration & Long-Term Maintenance Fund Levies

Members resolved to raise the levies for the period 01/01/2023 – 31/12/2023 as per below.

Owners Corporation Plan No's	Administration Levy + GST	Maintenance Levy + GST
OC 1	\$1,776,504.68	\$300,000.00
OC 2	\$179,567.38	\$35,000.00
OC 3	\$244,211.87	\$61,174.00
OC 4	\$19,843.50	\$1,436.00
OC 5	\$233,390.81	\$35,542.00

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	92.77	0.73	6.05	Passed
2	92.78	2.43	4.79	Passed interim
3	98.65	0.00	1.35	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

7.5 Members resolved that the Owners Corporation Fees are payable by quarterly instalments, due in advance on the first day of January, April, July, and October or as otherwise specified on the levy notice. In accordance with the Owners Corporation Act Section 23 (1) the individual unit fees are based on lot liability.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	99.26	0.00	0.28	Passed
2	98.00	0.00	2.00	Passed interim
3	100	0.00	0.00	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

7.6 Members resolved to strike levies based on the proposed budget in the forthcoming financial year of the Owners Corporation. Members resolved that the proposed budget is to be prepared by the committee and the proposed budget to be ratified at the next Annual General Meeting.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	95.06	4.20	0.74	Passed
2	98.00	0.00	2.00	Passed interim

3	100	0.00	0.00	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

7.7 Members resolved that any adjustment as a result of a change in budget will be apportioned over the remaining financial quarters.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	93.10	0.73	6.17	Passed
2	75.57	0.00	24.43	Passed interim
3	91.37	0.00	8.63	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

7.8 Members were advised that levies are issued electronically. Each member will receive at least two Fee Notices.

8. Maintenance Plan

As a Tier One Owners Corporation, under section 36 of the Owners Corporation Act 2006 the Owners Corporation are required to present the maintenance plan of the Owners Corporation at the Annual General Meeting (a copy of the approved plan can be obtained upon request from the Owners Corporation Manager). Members noted that OC4 as a Tier 3 has also been included in the maintenance plan.

A copy of the Long-Term Maintenance Plan is available from your Owners Corporation Manager.

8.1 Members noted that all income and expenditure in relation to the Maintenance Plan is as set out in the financial reports.

9. Committee

Members noted that as per s.100 of the Owners Corporation Act 2006 the Owners Corporation is required to elect a committee of at least 3 and not more than 7 members.

9.1 Members resolved to accept the individual nominations as presented to the owners at the Annual General Meeting.

OC1 Committee

Lot No.	Name	Votes For
908A	Robin Baass	97.80%
712A	Michael Jones	96.18%
218A	Labrini Apostolopoulos	81.72%
203A	Mirella Moretti	80.92%
1302C	Wanda Degnan proxy for Abbot Kinney Pty Ltd	80.16%
1502C	David Joachim proxy for Abbot Kinney Pty Ltd	80.06%
1201B	Kieren O'Leary proxy for Abbot Kinney Pty Ltd	80.06%

OC2 Committee

Lot No.	Name	Votes For
310B	David Joachim proxy for Abbot Kinney Pty Ltd	59.22%
1201B	Kieren O'Leary proxy for Abbot Kinney Pty Ltd	59.22%

207B	Wanda Degnan proxy for Abbot Kinney Pty Ltd	59.19%
504B	Kimberly Cravo	35.31%
705B	Pantelis Roussakis	35.31%
908A	Robin Baass	35.31%
507B	Adrian Vanderdoes	35.31%

OC3 Committee

Lot No.	Name	Votes For
321A	Susie Furlong	54.85%
218A	Labrini Apostolopoulos	52.34%
1018A	Lisa McCallum	51.74%
712A	Michael Jones	50.76%
612A	David Stanton	49.15%
203A	Mirella Moretti	45.39%
711A	David Joachim proxy for Abbot Kinney Pty Ltd	44.53%

OC 4 Committee

Lot No.	Name	Votes For
1502C	David Joachim proxy for Abbot Kinney Pty Ltd	100%

OC5 Committee

Lot No.	Name	Votes For
1402C	Kieren O'Leary proxy for Abbot Kinney Pty Ltd	100%
1502C	David Joachim proxy for Abbot Kinney Pty Ltd	100%
1302C	Wanda Degnan proxy for Abbot Kinney Pty Ltd	100%

9.2 Members noted that the Chairperson of each Owners Corporation is elected at the first meeting of the Committee.

9.3 Members noted that the Secretary of each Owners Corporation is elected at the first meeting of the Committee.

9.4 Members resolved each Owners Corporation Committee shall act as the Grievance Committee as per the Rules of the Owners Corporation or alternatively can elect a subcommittee (working group) to act in that capacity.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	95.91	0.00	3.64	Passed
2	98.00	0.00	2.00	Passed interim
3	98.50	0.00	1.50	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

** Note – Percentage of Lot Entitlement in attendance*

10. Delegations of Powers to the Committee

Members resolved that the Owners Corporation hereby delegates all of its powers and functions to the Committee other than:

- (a) A power or function that requires a unanimous resolution
- (b) A power or function that requires a special resolution.
- (c) A power or function that requires a resolution at a general meeting.

A resolution by the Committee is made in respect to any matter for which the powers have

been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal (also refer Item 16).

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	93.52	5.44	0.59	Passed
2	95.21	0.00	4.79	Passed interim
3	97.26	0.00	1.50	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

11. General Functions & Powers

Members noted that the general functions and powers of the Owners Corporation are those set out in the Owners Corporation Act 2006 and that the Owners Corporation do all things necessary to undertake and perform those functions and to properly exercise those powers.

12. Penalty Interest

Pursuant to s.29(1) of the Owners Corporation Act 2006 the members resolved to authorise interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	98.94	0.00	0.61	Passed
2	98.00	0.00	2.00	Passed interim
3	96.95	0.00	3.05	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

13. Debt Recovery

13.1 Members resolved that the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrear, and;

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	99.26	0.00	0.28	Passed
2	98.00	0.0	2.00	Passed interim
3	98.30	0.00	1.70	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

13.2 Members resolved that the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	99.26	0.00	0.28	Passed
2	98.00	0.00	2.00	Passed interim
3	98.30	0.00	1.70	Passed interim
4	100	00	00	Passed interim

5	100	00	00	Passed
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* Note – Percentage of Lot Entitlement in attendance

13.3 Members resolved that 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 cost 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 lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulation 2007 or the Rules of the Owners Corporation.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	96.22	3.05	0.28	Passed
2	72.78	22.43	4.79	Passed interim
3	98.30	0.00	1.70	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

13.4 Members resolved that the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	93.41	3.47	2.67	Passed
2	72.78	22.43	4.79	Passed interim
3	89.67	0.00	10.33	Passed interim
4	100	00	00	Passed interim
5	100	00	00	Passed

* Note – Percentage of Lot Entitlement in attendance

14. Managers' Report Members received the Owners Corporation Managers & Committee Activity report.

15. Common Seal Members noted that the common seal was affixed to the following documents since the last Annual General Meeting.

- Owners Corporation Certificates for prospective vendors.

As per s18A of the Owners Corporation Act 2006, an Owners Corporation is not required to have a Common Seal.

15.1 Members made the following resolutions to cease using the Common Seal when executing documents and that it be retained in safe storage.

OC	FOR (%)	AGAINST (%)	ABSTAIN (%)	MOTION OUTCOME
1	16.65	0.42	83.45	Passed
2	8.30	0.00	91.70	Passed interim

3	22.75	0.00	77.25	Passed interim
4	00	00	100	unresolved
5	00	00	100	unresolved

** Note – Percentage of Lot Entitlement in attendance*

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- | | | |
|------------|------------------|--|
| 16. | Close of Meeting | The chairperson declared the meeting closed at 6:55PM. |
|------------|------------------|--|
-

PM Port Melbourne

320 Plummer Street, Port Melbourne, Victoria, 3207

OWNERS CORPORATION NO. 1, 2, 3, 4 & 5 PS746020J

MINUTES OF ANNUAL GENERAL MEETING

The Annual General Meeting of Members was held

Monday, 12th September 2022 at 5:00PM

FISHERMANS BEND COMMUNITY CENTRE

Corner Dunstan Parade and Centre Avenue, Garden City (Port Melbourne) VIC 3207

19th September 2022

Dear Sir/Madam,

Minutes of Annual General Meeting – Interim Resolutions

The Annual General Meeting (AGM) was hereby called so that the Owners Corporation can fulfil its statutory obligations, pursuant to the requirements of the Owners Corporations Act 2006 ('the Act').

As a quorum was not in attendance for OC2, OC3, and OC4, the meeting commenced, and all resolutions made are interim decisions of the Owners Corporation unless 25% of financial owners petition for the meeting to be recalled within 28 days after the meeting.

On the 29th day following the meeting, all meeting resolutions will then be accepted as resolutions by the majority of Owners in favour.

As a quorum was declared for OC1 and OC5, all meeting resolutions are accepted as resolutions by the majority of Owners in favour.

Should you have any queries relating to this matter, please do not hesitate to contact our office on 03 9981 0077 or via e-mail at rhianna@essentialcommunity.com.au.

Kind Regards,



Rhianna Tame

Owners Corporation Manager

For and On Behalf of PM Port Melbourne Owners Corporation
Plan of Subdivision No. 746020J

Minutes of the Annual General Meeting

1. Registration

Attendance:

Lot No.	Name
203A	Mirella Moretti
203B	Andrew and Tracey Taylor
212A	Adam Lambert
214A	Craig Amezdizoz
218A	Labrini Apostolopoulos
220A	Rob Bacon
321A	Susie Furlong
407A	Andrea Lewis
408A	Jaymie Fennell
501B	Pearl and Russell Paulsen
504B	Daniel and Kym Cravo
519A	Nella Costanya
608A	Alistair McWhirter
610B	Matt Van Rensburg
612A	David Stanton
801A	Georgini Curinora
814A	Natalie Verkade
817A	Nada and Pete Robertson
819A	Jason Chan
908A	Robin Baass
1008A	Karen Bottom
1018A	Lisa McCallum
1019A	Dean and Jordana Lawrence
1104B	Anita Baba
1105B	Anne-Marie and George Anagnostou
1119A	Shirley and Ross Woods
1502C	David Joachim

Attendance via
Proxies:

Lot No.	Name	Proxy
201B	Alan Latu	Anita Baba
220A	Alison and Rob Bacon	Matt Van Rensburg
307A	Lisa and Brendan Fitzgerald	Lisa McCallum
315A	Peter and Angela Hurst	Susie Furlong
319A	Aaron Bell	Susie Furlong

320A	Johnathon Aretos	Susie Furlong
406A	Michael Sim	Andrea Lewis
409A	Racheal McQuade	Andrea Lewis
410A	Shin Motanar	Andrea Lewis
410B	Goldy Dzienciol	Anita Baba
411B	Holli and Jordan Bender	Matt Van Rensburg
412A	Mary Karagiozakis	Matt Van Rensburg
413A	Christina Karagiozakis	Matt Van Rensburg
414B	Megan Paulsen	Pearl Paulsen
418A	Kerry-Anne Hill	Lisa McCallum
420A	Hakan Dalar	Andrea Lewis
421A	Zarif Yazid	Andrea Lewis
423A	Emily Moore	Susie Furlong
509A	Ashkan Motanar	Andrea Lewis
509B	Marlene Doecke	Andrea Lewis
512B	Prawn John Peter	Andrea Lewis
514B	Tom Savige	Labrini Apostolopoulos
515A	Greg and Lindy Balmforth	David Stanton
601B	Benjamin Murtagh	Matt Van Rensburg
606B	Filippo Catalucci and Jacqueline McPherson	Matt Van Rensburg
607A 1108B	Dragoslav and Drenjanin Bojic	David Stanton
608B	Seamus McHugh	David Stanton
609A	Michelle Piteaithly & Alan Campbell	Robin Baass
610A	Rachael Sparkes	Andrea Lewis
615A	Rachael Ewert	Natalie Verkade
702AA	Renee Kociski	Andrea Lewis
704B	Mark Scoble	Matt Van Rensburg
707A	Kerrie Brubender	Mirella Moretti
712A	Michael and Irene Jones	Natalie Verkade
717A	Daniel Capitanio	Lisa McCallum
802A	Maria Costanza	Nella Costanza
803B	Richard and Carmel Vagg	Andrea Lewis
901B	Jan Bardsen & Victoria Gonzalez	Matt Van Rensburg
902A	Lisa and Michael Christensen	Lisa McCallum
903A	Sherrie Rossiter	Natalie Verkade
906A	Craig Mark & Kym Doecke	Robin Baass
906B	Cohen Williams and Suzette Perera	Andrea Lewis
909A	Fiona Nation	Robin Baass
915A 222A	Danica Miletic and Wanda Alen	Labrini Apostolopoulos
1008A	Karen Bottans	Lisa McCallum

1002B	Jadyn and Trevor Vincent	David Stanton
1011A	Trang Van Vu	Lisa McCallum
1012A	David Joachim	Kieren O'Leary
1017A	Kerry Wallis	Lisa McCallum
1102A	Christine Jenkins	Natalie Verkade
1103B	Belinda Caldwell-Ordford	Anita Baba
1106A	Ronald Arrowsmith	David Stanton
1107B	Ian and Rena Tan	Anita Baba
1108A	Farid Yazdan	Andrea Lewis
1116A	Stephen Zammit	Natalie Verkade
1119A	Shirley Murphy and Ross Woods	Andrea Lewis
1201B	David Joachim	Kieren O'Leary
1402C	David Joachim	Kieren O'Leary

Management:

Nicholas Quinn | Director (ECM)
 Regina McCann | General Manager (ECM)
 Rhianna Tame | Owners Corporation Manager (ECM)
 Alex Kuhn | Co - Owners Corporation Manager (ECM)
 Jazmine Brun | Assistant Owners Corporation Manager (ECM)
 Marwa Awad | Public Relations and Events (ECM)
 Gary Wiltshire | Facilities Manager (MBS)

- 2. Quorum** A quorum of Owners Corporation 1 and 5 was in attendance. All resolutions made in this meeting for OC1 and OC5 are ordinary resolutions.

Percentage in Attendance OC1 – 60.09%
 OC5 – 100%

A quorum of Owners Corporation 2, 3 and 4 was not in attendance either in person or via proxy. All resolutions for OC2, 3 and 4 made in this meeting are interim resolutions.

Percentage in Attendance OC2 – 46.09%
 OC3 – 43.09%
 OC4 – 9.09%

- 3. Chairperson** The members resolved to appoint Rhianna Tame as the chairperson of the meeting.

- 4. Minutes** The members resolved to confirm the minutes of the Annual General Meeting held on the 13th September 2021 as a true and correct record.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	97.48%	0%	2.52%	Passed
2	85.66%	0%	0%	Passed
3	99.38%	0%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

5. Insurance

5.1 Insurance Covers

Members noted the present insurance covers as per the Certificate of Currency are with CHU Underwriting Agencies Pty Ltd, current to 1st September 2022.

Members noted that the Owners Corporation accepts the financial services provided by the Manager to obtain quotations for renewal, to position the Insurance, to give general advice, to arrange reinstatement works and to lodge claims on behalf of the Owners Corporation and lot owners

Members also noted that the OC1 committee resolved to increase the value insured by 5% to keep in line with rising construction costs.

A copy of the Certificate of Currency was attached to the Agenda. A copy of the updated Certificate of Currency will be issued to all owners after the meeting.

5.2 Insurance Claim & Excess

Members resolved that the Owner of the lot that is the source of an issue or event that causes damage to any other lot or to common property is responsible for rectification of the affected lot and common property and required to pay any insurance excess on such claims.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.66%	1.05%	0.30%	Passed
2	95.91%	4.09%	0%	Passed
3	97.69%	1.30%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

5.3 Property Valuation

Members were advised that the Owners Corporation Act 2006 requires a Tier 1-4 Owners Corporation to obtain a property valuation every 5 years or earlier if so decided.

Members noted that a copy of the insurance valuation completed by WT Partnership on 2nd November 2020 is available upon request.

6. Financial Account

6.1 The members of the Owners Corporation reviewed and adopted the audited financial reports as at 31st December 2021 showing balances as follows:

	Administration Fund	Maintenance Fund
OC 1	(\$2,847.06)	\$83,115.44
OC 2	\$50,693.36	\$65,981.04
OC 3	\$186,532.67	\$0.00
OC 4	\$22,499.86	\$519.97
OC 5	\$7,968.52	\$0.00

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	95.50%	4.23%	0.28%	Passed
2	98.30%	0%	1.70%	Passed
3	98.68%	1.32%	0%	Passed
4	100%	0%	0%	Passed

5	100%	0%	0%	Passed
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* Note – Percentage of Lot Entitlement in attendance

6.2 Members were advised that as OC1, OC2, OC3, and OC5 are Tier One Owners Corporations, they are required to undertake an audit of the financial records.

6.3 Members were advised that as OC4 is a Tier 3 Owners Corporation, they are exempt from attaining an audit. Despite this, OC4 members resolved to have next financial year financial records audited.

A copy of the Audit Reports was attached for members records.

7. Budget

7.1 Financial budgets for the period from 01/01/2022 – 31/12/2022

Pursuant to section 23 of the Owners Corporation Act 2006 the Owners Corporation resolved to accept the following per annum Budgets for the period from 01/01/2022 to 31/12/2022 as attached, being,

Owners Corporation Plan No.	Administration Budget + GST
OC 1	\$1,776,504.68
OC 2	\$174,765.39
OC 3	\$244,212.14
OC 4	\$19,843.50
OC 5	\$228,979.57

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	87.36%	3.52%	9.12%	Passed
2	94.21%	4.09%	1.70%	Passed
3	98.06%	1.94%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

7.2 Long Term Maintenance Fund Financial budgets for the period from 01/01/2022 – 31/12/2022

Owners Corporation Plan No.	Maintenance Budget + GST
OC 1	\$74,000.00
OC 2	\$35,000.00
OC 3	\$25,000.00
OC 4	\$259.00
OC 5	\$25,000.00

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	93.34%	2.91%	3.75%	Passed
2	94.21%	4.09%	1.70%	Passed
3	98.06%	1.94%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

Members noted that the maintenance fund fees raised are provisional and subject to correction at the next AGM or SGM after the long-term maintenance plan is reviewed.

7.3 Administration Fund Surplus Transfer

Members resolved to transfer the following administration fund surplus to reduce the administration levies or maintenance fund in 2022.

Owners Corporation Plan No.	Administration Fund	Maintenance Fund
OC 1	\$0.00	\$0.00
OC 2	\$0.00	\$15,000.00
OC 3	\$35,000.00	\$25,000.00
OC 4	\$1,741.00	\$259.00
OC 5	\$0.00	\$0.00

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	94.53%	2.00%	3.47%	Passed
2	98.30%	0%	1.70%	Passed
3	99.38%	0.62%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

7.4 Administration & Long-Term Maintenance Fund Levies

Members resolved to raise the levies for the period 01/01/2022 – 31/12/2022 as per below.

Note – OC1 Administration levy has been reduced by \$100,000.00 due to the expected Benergy Contracted Rebate.

Owners Corporation Plan No's	Administration Levy + GST	Maintenance Levy + GST
OC 1	\$1,679,351.74	\$74,000.00
OC 2	\$174,765.39	\$20,000.00
OC 3	\$209,212.14	\$0.00
OC 4	\$18,102.50	\$0.00
OC 5	\$228,979.57	\$25,000.00

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	93.01%	6.99%	0%	Passed
2	94.21%	4.09%	1.70%	Passed
3	98.06%	1.94%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

7.5 Members resolved that the Owners Corporation Fees are payable by quarterly instalments, due in advance on the first day of January, April, July, and October or as otherwise specified on the levy notice. In accordance with the Owners Corporation Act Section 23 (1) the individual unit fees are based on lot liability.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.5%	0%	1.50%	Passed
2	100%	0%	0%	Passed
3	100%	0%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

7.6 The members resolved to strike levies based on the proposed budget in the forthcoming financial year of the Owners Corporation. The Owners Corporation resolved that the proposed budget is to be prepared by the committee and the proposed budget to be ratified at the next Annual General Meeting.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	82.84%	17.16%	0%	Passed
2	85.66%	14.34%	0%	Passed
3	90.26%	9.74%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

7.7 Members resolved that any adjustment as a result of a change in budget will be apportioned over the remaining financial quarters.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	95.37%	4.63%	0%	Passed
2	89.75%	10.25%	0%	Passed
3	96.71%	3.29%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

7.8 Members were advised that levies are issued electronically. Each member will receive at least two Fee Notices.

8. Maintenance Plan

As a Tier One Owners Corporation, under section 36 of the Owners Corporation Act 2006 the Owners Corporation are required to present the maintenance plan of the Owners Corporation at the Annual General Meeting (a copy of this plan can be obtained upon request from the Owners Corporation Manager). Members noted that OC4 as a Tier 3 has also been included in the maintenance plan.

A copy of the Long Term Maintenance Plan is available from your Owners Corporation Manager.

8.1 Members resolved to have the LTMP reviewed by a qualified contractor to ensure that each asset in the plan is allocated to the correct Owners Corporation.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	99.44%	0%	0.56%	Passed
2	96.58%	0%	3.42%	Passed
3	100%	0%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

9. Committee

Members noted that as per s.100 of the Owners Corporation Act 2006 the Owners Corporation is required to elect a committee of at least 3 and not more than 7 members unless resolved by the Owners Corporation.

A motion was raised by Mr. Van Rensburg (chairperson of OC2) to have one committee

with a maximum of 12 members to equally represent OC1, 2, 3, and 4 (and OC5 if the majority lot owner of OC5 agreed).

Mr. Van Rensburg noted that by a show of hands only with one vote per member present, the voting was as follows:

Majority of members present – FOR

Minority of members present (approximately 4 hands) – AGAINST

A poll vote of the motion was called, and the motion failed.

9.1 Members resolved to accept the individual nominations as presented to the owners at the Annual General Meeting.

OC1, OC4, OC5 Committee

Lot No.	Name
203A	Mirella Moretti
218A	Labrini Apostolopoulos
514B	Tom Savige
712A	Michael Jones
908A	Robin Baass
1201B	Kieren O'Leary
1502C	David Joachim

OC2 Committee

Lot No.	Name
310B	David Joachim
504B	Kym Cravo
514B	Labrini Apostolopoulos
705B	Pantelis Roussakis
1104B	Anita Baba
1108B	Robin Baass
1201B	Kieren O'Leary

OC3 Committee

Lot No.	Name
321A	Susie Furlong
407A	Andrea Lewis
610A	Matt Van Rensburg
711A	David Stanton
712A	Michael Jones
814A	Natalie Verkade
908A	Robin Baass

9.2 Members noted that the Chairperson of each Owners Corporation is elected at the first meeting of the Committee.

9.3 Members noted that the Secretary of each Owners Corporation is elected at the first meeting of the Committee.

9.4 Members resolved each Owners Corporation Committee shall act as the Grievance Committee as per the Rules of the Owners Corporation or alternatively can elect a subcommittee (working group) to act in that capacity.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	95.59%	0.38%	4.03%	Passed
2	96.58%	0%	3.42%	Passed
3	100%	0%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

10. Delegations of Powers to the Committee

Members resolved that the Owners Corporation hereby delegates all of its powers and functions to the Committee other than:

- (a) A power or function that requires a unanimous resolution
- (b) A power or function that requires a special resolution.
- (c) A power or function that requires a resolution at a general meeting.

A resolution by the Committee is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal (also refer Item 16).

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	95.59%	0%	4.41%	Passed
2	96.58%	0%	3.42%	Passed
3	100%	0%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

11. General Functions & Powers

Members noted that the general functions and powers of the Owners Corporation are those set out in the Owners Corporation Act 2006 and it was resolved that the Owners Corporation do all things necessary to undertake and perform those functions and to properly exercise those powers.

12. Penalty Interest

Pursuant to s.29(1) of the Owners Corporation Act 2006 the members resolved to authorise interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.27%	0.56%	1.17%	Passed
2	96.58%	0%	3.42%	Passed
3	95.98%	4.02%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

* Note – Percentage of Lot Entitlement in attendance

13. Debt Recovery

13.1 Resolved that the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrear, and;

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.88%	0.56%	0.56%	Passed
2	96.58%	0%	3.42%	Passed

3	98.70%	1.30%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

- 13.2** Resolved that the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.59%	0.85%	0.56%	Passed
2	96.58%	0%	3.42%	Passed
3	97.69%	2.31%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

- 13.3** Resolved that 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 cost 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 lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulation 2007 or the Rules of the Owners Corporation.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	98.88%	0.56%	0.56%	Passed
2	96.58%	0%	3.42%	Passed
3	98.70%	1.30%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

- 13.4** Resolved that the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

OC	FOR	AGAINST	ABSTAIN	MOTION OUTCOME
1	97.21%	2.23%	0.56%	Passed
2	88.14%	8.44%	3.42%	Passed
3	98.70%	1.30%	0%	Passed
4	100%	0%	0%	Passed
5	100%	0%	0%	Passed

** Note – Percentage of Lot Entitlement in attendance*

- 14. Managers' Report** Members received the Owners Corporation Managers & Committee Activity report as tabled.

Members received a copy of the building management programmed maintenance schedule which has been created and is being implemented now new essential service contractors have been engaged.

- 15. Common Seal** Members noted that the common seal has been affixed to the following documents since

the last Annual General Meeting.

- Owners Corporation Certificates for prospective vendors.

As per s18A of the Owners Corporation Act 2006, an Owners Corporation is not required to have a Common Seal. Members resolved to cease using the Common Seal when executing documents and that it be retained in safe storage.

16. Close of Meeting

The chairperson declared the meeting closed at 6:11PM.

Minutes of Committee Meeting
 Port Melbourne
 Owners Corporation PS7463020J OC1
 320 Plummer Rd, Port Melbourne VIC 3207

Date & Time:	Monday, 19th June 2023 at 5:00pm
Location:	PM Business Centre Boardroom
1. Attendees:	David Joachim (<i>left the meeting at 6:17pm</i>) Mirella Moretti Kieren O'Leary (<i>arrived at 5:13pm</i>) Labrini Apostolopoulos Wanda Degnan Michael Jones (<i>left the meeting at 6:31pm</i>) Robin Baass
Management:	Rhianna Tame – Senior Owners Corporation Manager ECM Jazmine Brun – Owners Corporation Manager ECM Gary Whiltshire – Building Manager ECM Linh Dang – Assistant Owners Corporation Manager ECM
1.1 Quorum:	As all 7 members were present, a quorum was declared.
1.2 Code of Conduct:	Members reviewed and signed the code of conduct.
1.3 Disclosures:	Members were advised that they must disclose if they have any conflicts of interest for any items on the agenda or raised in the meeting. At times it also may be appropriate to leave the room until a resolution is made.
2. Minutes:	Members resolved to confirm the minutes of the last committee meeting held on 27 th of February 2023 as a true and correct record.
3. OCBM Report:	Members reviewed and adopted the Owners Corporation and Building Management report.
4. Office Bearers:	<p>4.1 Appointment of the Chairperson Ms. Mirella Moretti was thanked for her contribution over the previous year.</p> <p>Members resolved to appoint Ms. Mirella Moretti to continue as the Chairperson of the Owners Corporation.</p> <p>4.2 Appointment of the Secretary Members resolved to appoint Essential Community Management as the Secretary of the Owners Corporation.</p> <p>4.3 Working Groups Members resolved to continue with appointment of the Finance (Robin & Kieren), Social (Mirella, Labrini, Michael) and Grievance Working Groups (Mirella, Labrini, Robin); and to review and appoint other Working Groups along the line as required.</p>

5. Business Arising:

5.1 Commercial Contracts – Cinema

Mr O'Leary noted that operator insurance is still required.

It was noted that if the commercial operator wants MBS/ECM to manage, they will need to be added to the insurance policy and a procedure, training, and relevant equipment (e.g. iPad) is to be provided at the commercial operators expense.

Mr Joachim advised that this is still in progress and there are no further updates at this stage.
(ECMPM00062) – In progress

5.2 Benergy Overcharging & Rebates

Members noted that this issue has also been reported to the Ombudsman. Since reporting it to the Ombudsman, one payment of \$33,271.24 has been received, and a further credit of \$33,271.24 has been allocated by Benergy to the OC's electricity account.

Members resolved to decline Benergy's request for a meeting

Members resolved to request further clarification from Benergy on how they determine the occupancy percentage and for them to provide relevant data for Members. This is because Benergy claim the OC have not met the requirement occupancy to receive the rebate.

(ECMPM00784)

5.3 Tarver Street Steps Upgrade

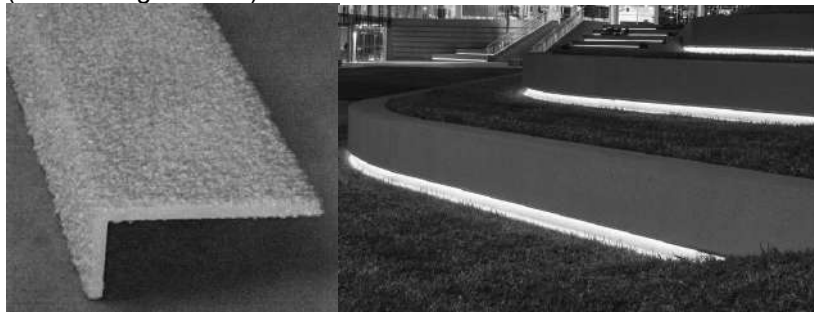
Mr Wiltshire provided an update and discussed the options sourced.

Members reviewed the pictures of the options Mr Wiltshire presented and selected their preferred option (below). Members resolved to also obtain quotations for black coloured stair nosing and LED under the steps similar to the example below.

Members also resolved for a sample strip of the LED is to be requested in order to assess glare from the unshielded strip.

(ECMPM02332)

(stair nosing in black)



5.4 Garage Door Upgrades

Members reviewed quote for the LED light strip, traffic light system option, and boom gate.

Members resolved to put this item on hold in the meantime and include the potential to fund the boom gate installation works in future budget.

(ECMPM02292) – on hold.

5.5 Defective Pool Heating System

Members were advised that Hutchies responded to the OC letter advising that this is not a defect.

Members resolved to issue a letter to Hutchies with a list of all defects and request Hutchies' comments and updates on the timeframe of necessary works. Then any disputed items would all be addressed together. (ECMPM02150)

5.6 TV Display Installation

Members were advised that Opticom are no longer liaising with OCM & BM to have the wifi points in the common areas commissioned which will allow the TVs to be connected to the Portal (Wewumbo)

Members resolved for Mr Wiltshire to send through timeline and past communication with the contractor to Mr O'Leary on behalf of Third Street for further assistance on their end to pressure on the progress of remaining works as the commissioning of these points were a part of the contract between the developer and Opticom.

6. General Business:

6.1 Drainage issue – Council petition

Members discussed Mr. O'Leary's suggestion to submit a petition signed by residents to Council to request further assistance on the drainage issue on Tarver Street.

Members resolved for ECM to liaise Ms Moretti on her Council contact for further assistance on the matter. Ms Dang also provided an update as she is chasing the matter on behalf of the OC. (ECMPM01696)

6.2 Lot 608A's Query

Members discussed Lot 608A's On-Charge Letter issued to this Lot for the cost of removal of their old refrigerator. Members resolved not to remove the on-charge fee and to proceed with recovery of this cost. (ECMPM02587) – Closed.

6.3 Amazon Lockers

Members were advised by ECM that at this stage, the property's location does not qualify for an Amazon locker. (ECMPM02398) – Closed.

6.4 Swimming Pool Maintenance

Members reviewed the recent report from Pool Patrol on the podium pool issue. Members noted the feedback from the contractor and resolved to continue monitoring the situation. (ECMPM02694) – Closed.

6.5 Access Control

Members to review the quotation from Total Solution Services for installation of the Access Control at the property.

Members resolved to put on the wish list and include the potential to fund this item in future budget. (ECMPM02695)

6.6 CCTV Upgrade

Members reviewed queries from Lot 1202B and concern from Lot 9 on having CCTV in more locations in the carpark and overall security at the property.

Members resolved to request a site meeting with both Brave Security and Total Solution Services for further discussion and clarification on their quotations. (ECMPM02855)

6.7 Glass Panel on Common Property

Members discussed Ms. O'Leary suggestion to store some additional glass panels at the property in case of any future breakages. Mr Wiltshire confirmed that there are now spare glass panels being stored onsite however not for all types of windows. (ECMPM02856) – closed.

6.8 Master Swipe Request

Members discussed Lucas Real Estate query to obtain the master swipe and resolved to decline this request. (ECMPM02857) – Closed.

6.9 Waste Contract – Additional Service

Members reviewed Binboy's recommendation to have additional Sunday collection (extra 22K per year) to avoid excess waste on Mondays. Members resolved to investigate cheaper options and the feasibility to have additional bins. Mr Wiltshire to request cost of bins and advise accordingly. (ECMPM02858)

6.10 Complaint about Committee Member

Members reviewed complaint regarding a committee member. Ms Apostolopoulos stepped out of the room at 6:38pm for the rest of members to discuss this matter. Mr Jones at the time had already left the meeting (at 6:31pm).

Members requested Ms Apostolopoulos to write to the Owners Corporation to apologise for her comment. Members resolved not to ask Ms Apostolopoulos to step down from being in the Committee.

6.11 Lot 608B Items in Car Space

Members resolved to advise Lot 608B on the Owners Corporation's intention to proceed with VCAT for an order for them to remove items from their car space.

ECM recommended the OC engage a lawyer to handle this.

Members resolved for ECM to commence VCAT proceedings at \$250/hour.

Members resolved not to engage a Lawyer to represent the OC to save costs.

6.12 Maps on Common Property and Bin Chute Signage

Members resolved for Mr Wiltshire to review examples from other buildings managed by ECM and draft a map of the premises and forward to members for their comments.

6.13 Sprinkler Height Issue

Ms Tame and Mr Wiltshire advised committee of an issue that has been raised relating to the sprinkler height on a ramp.

Mr Wiltshire confirmed that the sprinkler heights are all compliant.

Members resolved to proceed in recovering costs from a resident who hit the sprinkler with his Ute on the ramp.

6.14 Feedback on Amenities Conditions

Members noted the feed back from the Owner.

6. Ballots:

The following ballots undertaken since the last formal committee meeting are presented for ratification.

Waste Contract – resolved 23rd March 2023

Members resolved by ballot to approve Bin Boy's waste management contract.

Voted For: 4

Voted Against: 0

No response: 3

Budget – resolved 23rd March 2023

Members to review and approve OC1, OC4 and OC5 budget.

Voted For: 3

Voted Against: 0

No response: 4

Chairperson Swing Vote: YES

Payment Plan – resolved 21st April 2023

Members to review request from a Lot Owner for a 9-month payment plan.

Voted For: 3

Voted Against: 0

No response: 4

Chairperson Swing Vote: YES

Window Cleaning – resolved 20th April 2023

Members voted on preferred window cleaning, planter box maintenance and gutter cleaning quotations.

Voted For: 4

Voted Against: 0

No response: 3

- 7. Financials:** Due to the sensitivity of time, it was resolved that any Members who has query on the financials to meet with the Finance Working Group for further discussion.

7.1 Financial Statements

Members received financial statements for January 2023 – May 2023.

7.2 Arrears

Members noted the arrears of the Owners Corporation as at 13th June 2023.

	<30 days	>30days	% of budget over 30 days
OC1	\$1,206.20	\$156,988.66	8.84%
OC4	\$30.18	\$8,182.71	40.70%
OC5	\$0.00	\$0.00	-

Note: Levies will be due and payable for the 3rd quarter on 1st July 2023.

7.3 Budget Wishlist

- **Carpark Security Fobs** (ECMPM00064) – on hold
- **Number Plate Recognition & Boom Gate** (ECMPM00044) – on hold
- **Bookable Spaces Names Signage** (ECMPM00787) – on hold
- **TV Monitors in Foyers** (ECMPM00076) – proceeding
- **Fob Access for Rooftop Amenities** (ECMPM01507) – on hold
- **Boom Gate** (ECMPM02292) – on hold
- **Access Control** (ECMPM02695) – on hold

- 8. Next Meeting:** Monday, 28th August 2023 at 5:00pm.

- 9. Close of Meeting:** The meeting was closed at 6:46pm.

P.M.

E S S E N T I A L

Essential Community Management Pty. Ltd.
ABN: 66 103 752 567

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Docklands Victoria 3008
Australia

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Minutes of Committee Meeting
Port Melbourne
Owners Corporation PS7463020J OC1
320 Plummer Rd, Port Melbourne VIC 3207

Date & Time:	Monday, 27th February 2023 at 5:30pm
Location:	Via Zoom Meeting
1. Attendees:	David Joachim (non-financial) Mirella Moretti Kieren O`Leary (non - financial) Tom Savige (non - financial) Michael Jones (non - financial) Robin Baass Labrini Apostolopoulos
Management:	Rhianna Tame – Team Leader & Owners Corporation Manager ECM Jazmine Brun – Owners Corporation Manager ECM Regina McCann – General Manager ECM Gary Whiltshire – Building Manager ECM
Quorum:	As 3 members were present, a quorum was not declared. All resolution are interim resolutions of the Owners Corporation.
Notes:	Mr O`Leary and Mr. Joachim requested it be noted that the reasons Abbot Kinney was non-financial, was due to a delay in a spreadsheet being issued with the list of the levy amounts for each lot. This spreadsheet was previously requested by Abbot Kinney to minimise individual emails for all the owned lots. Ms. McCann advised that in future to avoid this issue, ECM will revert to the original procedure of issuing separate emails for each lot.
1.1 Disclosures:	There were no conflicts of interest disclosed by members.
2. Minutes:	Members resolved to confirm the minutes of the Committee Meeting held on 6 th December 2022 as a true and correct record.
3. OCBM Report:	Members reviewed and adopted the Owners Corporation and Building Management report.
4. Business Arising:	<p>4.1 Commercial Contracts – Cinema Mr O`Leary noted that operator insurance is still required. It was noted that if the commercial operator wants MBS/ECM to manage, they will need to be added to the insurance policy and a procedure, training, and relevant equipment (e.g. iPad) is to be provided at the commercial operators expense. (ECMPM00062) – In progress</p> <p>4.2 Height Access Defect – Window Cleaning Members were advised that Tower 1 works were completed last week, and Tower 2 works commenced on 27 February. Works are expected to be finalised in mid-March.</p> <p>At the previous meeting, members resolved to issue correspondence to Hutchies to note that if the defect is not rectified in the timeline noted in the recent circular, that they should pay for</p>

a full clean and planter box maintenance to be conducted due to the delays in resolving this defect. Hutchies provided a response that they would not be paying for this. Members were provided this response.

Members raised concerns about the current state of plants in the planter boxes – it was noted that the irrigation system is battery operated and batteries need to be replaced onsite.

It was noted that the irrigation system in some areas (including the rooftop) are only on the external of planter boxes and plants were not receiving enough water. These have been manually watered and fed a few times and there appears to be new growth starting. (ECMPM00028)

4.3 Electric Vehicle's

Members reviewed the minutes provided by Mr Baass, from the meeting with GHIC and the working group. No resolutions have been made at this stage and this topic is to be discussed further in the new year.

Members resolved to keep this item on hold. (ECMPM00129) – on hold

4.4 Benergy Overcharging – Private Lots

Benergy verbally confirmed that there have been some over-charges to the Owners Corporation accounts (approx. \$9,000) and two rebates owing to the Owners Corporation (approx. \$60,000).

Members resolved to arrange a time for Mr O'Leary to represent the committee and meet with Benergy to discuss this further. A meeting was arranged for 31 January 2023; however, this was later declined by Mr O'Leary. Members to rediscuss.

Mr Leary and Mr Joachim are currently obtaining legal advice for the Abbot Kinney owned Lots (not funded by the OC) and will update ECM once advice is received which will determine if the OC should re engage a lawyer to send a further letter to Benergy.

Members to note that this issue has also been reported to the Ombudsman. Once a response is received, the committee will be updated. (ECMPM00784)

4.5 Facility Terms and Conditions Review

Members previously resolved for the social Working Group as well as Mr. Jones to review the T&C's for the bookable areas. Members resolved for the social working group to draft a fair use policy.

Social working group to present fair use policy to the full committee.

No further updates were provided however it was noted this review is still necessary. (ECMPM01521) & (ECMPM01519)

4.6 Building Management Uniforms

Per previous resolution, styles and costings for uniforms were put in a proposal and forwarded to the social working group.

Members noted that on 10 January, Ms Moretti has declined the proposal of new uniforms unless Essential contribute to costs. It is reiterated to the committee that Essential will not be contributing to PM branded uniforms.

This matter will be reopened potentially at a later stage if requested (ECMPM01515) – closed.

4.7 Events Questionnaire

Results from the PM Events Questionnaire was provided to the social working group on 12 December 2022. Social working group to present suggestions for potential events for the coming year to the full committee.

No further update was provided. (ECMPM01509) – closed.

4.8 P Building Entry Stairs

ECM reviewed the original defect report as previously requested by the committee. Members noted that the stairs were included on this report. A letter was issued to Hutchies requesting that an appropriate solution to the defective stairs be provided by 7 February. Members reviewed the response from Hutchies which advised that Hutchies would not be attending to any rectification works due to the stairs being used for deliveries etc which was not the intended purpose. As this is impossible to be controlled, members resolved for ECM to provide a quote analysis of different options for repairing the stairs. (ECMPM02332)

4.9 Potential Revenue

It was also previously resolved for Mr Joachim and Mr O'Leary to discuss ways for the OC to earn potential revenue with Mr Baass who sits on the financial working group to revert to the committee. No further updates were provided. (ECMPM01907) – closed.

4.10 Council Contact

Ms Moretti previously requested that ECM contact council to request for additional streetlights, trash bins, and school crossings on Tarver Street and around the building.

Ms. Moretti provided an update on her meeting with Port Phillip representatives and advised that Council was not helpful with any of her requests / suggestions.

Ms. Moretti advised that she is still in contact with the councillors to get these items approved.

Members reviewed drafted notice and resolved to be issue notice to residents encouraging all residents to report directly to Council of any issues related to Council property. (ECMPM01513) – closed.

5. General Business:

5.1 KPI in OCBM Reports

Mr O'Leary raised the KPI section of the monthly OCBM (Owners Corporation and Building Management) reports distributed to the committee and raised concerns regarding the length of time it was taking to have the M building glass auto doors repaired. ECM previously provided a timeline of events and explained that ECM are relying on third party contractors to attend site, plus multiple quotes to ensure the OC is getting a competitive price. It was noted by Ms. McCann that this is out of ECM's control and not related to the KPIs of the building management.

Mr O'Leary offered his assistance in future to call contractors to attempt to have them on site sooner. (ECMPM02399) – closed.

5.2 Damage to Garage Door Incident

Members discussed the number of times the garage door has been hit by residents and damaged. It was noted that all past reports have found that the door is operating correctly, and all incidents have been due to misuse by residents. ECM have suggested the implementation of an LED light strip on the bottom on the car park gate which will remain red until the door is completely open and then turn green to indicate to residents when it is okay to enter/exit.

Members resolved to proceed with obtaining a quote.

Members were advised that Work Safe had contacted the OC regarding two incidents. Senior Management reviewed all documents and incidents and provided this information to Work Safe.

Work Safe is satisfied with the current operation of the gate. (ECMPM02292)

5.3 Parcel Collections

It was noted that the volume of parcels being received by the building is quite large at the moment and Building Management are struggling to keep up with the collection requests.

Members discussed trialling parcel pick-ups at certain time slots and resolved to not implement them at this stage but to investigate amazon's offering of parcel lockers

If this proves to be useful, the parcel pick up time slots will be reconsidered. (ECMPM02398)

5.4 Request to Waive Breach Admin Fees (1108B)

In September 2022, the resident of Lot 1108B was noted storing a large amount of personal belongings on common property, in mechanical plant rooms. A warning notice was issued, followed about a First, Second and Final Breach Notices when the items were not removed. The resident then proceeded to relocate the personal belongings to a different area still on common property. This resulted in a further breach notice.

Lot 1108B's property manager has now requested that the administration fees for these Breach Notices be removed.

Members resolved to not remove administration fee. (ECMPM02040) – closed.

5.5 Request to Waive Breach Admin Fee (810B)

On 2 January 2023, the owner of Lot 810B hosted a large gathering on the rooftop spaces of Building A and B without a booking. Building Management approached them at the beginning of the gathering and advised them that this was prohibited and that a booking is required. The owner dismissed the Building Management and continued on.

There was mess left in the areas and damage to some glass pebbles in the fire pit. The owner has replaced the pebbles at their expense and covered all cleaning costs. The owner is now requesting that the \$250 administration fee be removed.

Members resolved to waive the administration fee as other fees had been paid and will advise that if an incident of similar nature occurs or areas are used without bookings, the OC will not be waiving the fees. (ECMPM02384) – closed.

5.6 WeWumbo Advertisements

A resident has made a complaint regarding advertisements they received from WeWumbo. Members noted that the ads were part of a partner program that provides residents with discounts and offers to nearby businesses.

Members resolved to approach WeWumbo and ask if residents can opt out of this feature if they wish and advise the resident of the response. (ECMPM02400)

5.7 Maintenance Requests on WeWumbo

The "Reports and Requests" function of WeWumbo has been turned off due to the double up of reports of items on the app and via email. Residents are now required to report all maintenance issues to Building Management via email.

Members resolved to accept the change in process. (ECMPM02402) – closed.

5.8 OC4 Garage Door Quote Analysis

Members reviewed the quote analysis for installing seal barrier to the townhouse garage doors and resolved to proceed with the quote from Mainline for \$3,190 + GST.

5.9 Request to Retain Mat on Car Space 208B

The resident of Lot 208B have a mat placed on their car space to catch oil leaking from the vehicle. The resident has requested that they be permitted to keep the mat on their car space. Members resolved to set a standard for drip trays/mats as an alternative on car space and approve this request.

Members noted that the OC have obtained advice from surveyor to confirm that there is no hazard in storing mats in the car park.

5.10 Flooding in Basement / Stormwater pumps

Members discussed the issue of water flooding into the basement townhouses and storage areas. Members noted that no preventative maintenance has been conducted in the past. Due to lack of preventative maintenance, it will be very difficult to get the replacement cover as not fit for purpose.

Member reviewed quote analysis and resolved to proceed with Advance Plumbing to install 2x composite titanium tsurumi submersible stormwater pumps at \$13,433 + GST. Upon installation, members requested that ECM draft a letter to Hutchies to seek reimbursement of the pump due to claim that pump was not fit for purpose. (ECMPM02063)

5.11 Defective Pool Heating System

Mr O'Leary raised an issue of the pool heating system to the podium pool which does not reach 28 degrees as specified in the build contract. OCM requested Hutchies to investigate the matter and was advised there is no defect to the heating system. Hutchies recommended installing a pool cover to retain heat.

Members resolved for ECM to draft a letter to Hutchies to request that this be rectified as a defect and send to Mr O'Leary for review. (ECMPM02150)

5.12 Request to Keep Trolley in Car Space 1340C

Member reviewed a request from the resident of Lot 1340C to keep a 4-wheel trolley in their car space to support the use for their charity works.

It was noted that bringing the trolley to and from the apartment could result in damage to common property. Members resolved for the BM to see if there is an area that the trolley can be stored out of sight. (ECMPM02531) – closed.

5.13 Complaint about items being dropped over balcony

Numerous residents on level 2 have advised they have experienced multiple incidents of items being dropped from above balconies onto their terrace area. Only on one occasion was the resident able to identify which apartment the items were being dropped from. Members noted that without confirmation of where items are coming from, the OC cannot take direct action. General notice can continue to be issued to Lots surrounding the incident in future. (ECMPM02532) – closed.

5.14 False Fire Alarm

Member discussed the incident of false fire alarm on 21st February 2023. The alarm was caused by an internal fault in the sprinkler system which was rectified by FWSR on the same day.

It was noted that FRV did not silence the occupant warning system (OWS) once it was noted that residents were not in danger, and the alarm was allowed to sound for approx. 30 minutes. Members to note that ECM have issued notice to FRV requesting that the OWS be silenced upon confirmation that residents are not in danger for all future call outs. (ECMPM02516) – closed.

5.15 Waste Management

The current contract with CSC will expire on 24 March 2023. Members reviewed quotes from Waste Wise, Urban Waste and Bin Boy for waste management services.

BM to clarify prices from Bin Boy and will revert to committee with confirmed price for decision.

5.16 TV Display Installation

Members reviewed the updated quote for the installation of TVs in foyers. Amendment includes installation of A building TV to the ceiling. Members resolved to proceed with original price and have building A TV installed where the Christmas tree is usually placed.

5.17 Auto Door Repairs

Members reviewed quote from Record Doors for the replacement of faulty motor/encoder in the M Building main external doors. BM is awaiting quote from Tormax. BM to liaise with Mr O'Leary about contacting Tormax to expedite receiving quote. (ECMPM02362)

5.18 Cigarette Butts over Balcony

Members discussed the issue of cigarette butts being dropped over balconies and noted that without confirmation of where cigarette butts are coming from, the OC cannot take direct action. General notice can be issued to Lots surrounding the incident in future.

6. Ballots:

The following ballots undertaken since the last formal committee meeting were presented for ratification.

Legal Response to Owner – resolved 19th December 2022

Members resolved by ballot to proceed with Strata Title Lawyers for reviewing relevant documents and providing a response to the owner.

Voted For: 5

Voted Against: 0

No response: 2

Q1 Levy Figures – resolved 17th January 2023

Members resolved by ballot to raise Q1 levies at agreed figures.

Voted For: 6

Voted Against: 0

No response: 1

7. Financials:

7.1 Financial Statements

Members resolved to adopt the unaudited EOFY statements for 1st January 2022 – 31st December 2022 and resolved for ECM to have a separate meeting with the finance group to discuss further.

7.2 Arrears

Members noted the arrears of the Owners Corporation as at 30th January 2023.

	<30 days	>30days
OC1	\$1,051.58	\$89,496.64
OC4	\$13.53	\$6,406.86
OC5	\$0.00	\$0.00

Note: Levies will be due and payable for the 2nd quarter on 1st April 2023.

7.3 Budget 2023

Members resolved for ECM to have a separate meeting with the finance group to discuss the budget further.

7.4 Budget Wishlist

- **Carpark Security Fobs** (ECMPM00064) – on hold
- **Number Plate Recognition & Boom Gate** (ECMPM00044) – on hold

- **Bookable Spaces Names Signage** (ECMPM00787) – on hold
- **TV Monitors in Foyers** (ECMPM00076) – proceeding
- **Fob Access for Rooftop Amenities** (ECMPM01507) – on hold
- **Permeable concrete on Tarver Street** – proceeding

8. Next Meeting: Members noted the date for the next meeting:

- 30 March 2023 (AGM – TBC)

9. Close of Meeting: The meeting was closed at 7:36PM

A copy of these minutes, as approved by the Chairperson, were issued to all owners on 1/3/2023.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006112626
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/09/2023 to 01/09/2024 at 4:00pm
Plan Number	746020
The Insured	OWNERS CORPORATION PLAN NO. PS 746020
Situation	320 PLUMMER STREET PORT MELBOURNE VIC 3207
Additional description	CO-INSURANCE PROGRAM APPLIES TO THIS POLICY (CHU LEAD SHARE 60%)

Policies Selected

Policy 1 – Insured Property

Building: \$256,634,106

Common Area Contents: \$2,566,341

Loss of Rent & Temporary Accommodation (total payable): \$38,495,115

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$100,000

Total Disablement: \$1,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$100,000
2. Total and irrecoverable loss of all sight in both eyes	\$100,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$100,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$50,000
5. Total and irrecoverable loss of all sight in one eye	\$50,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$1,000



9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$125 up to a maximum of: \$1,250

10. The reasonable cost of burial or cremation of a Voluntary up to a maximum of: \$2,500

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Notes

Coinsurance applies:

The sums insured stated in this Certificate of Currency represents 100% of the total sums insured that form part of a coinsurance program.

CHU's participation is limited to 60% of the sums insured for Policy 1 ☐ Insured Property and Policy 8 ☐ Catastrophe and Policy 10 ☐ Lot owners' fixtures and improvements, where those sections are shown as selected, in this Schedule as the lead insurer.

Please refer to attached Supplementary Product Disclosure Statement for Co-Insurance (QM8796).

CHU Capacity Summary

60% for Policy 1, 8 and 10 (where shown as selected)

100% for Policy 2, ,3, 5, 6, 7 & 9 (where shown as selected)

Coinsurance summary for Policy 1 ☐ Insured Property, Policy 8 - Catastrophe and Policy 10 - Lot owners' fixtures and improvements (where shown as selected):

CHU Underwriting Agencies Pty Ltd	60% proportion
Follow insurer 1	X% proportion

Date Printed

04/09/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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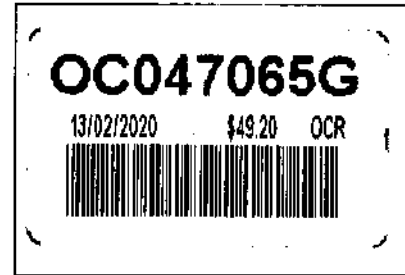
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Owners corporation notification of making rules

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



Lodged by

Name: DEGNAN & ASSOCIATES

Phone: 0438021163

Address: P O BOX 220 GLEN IRIS VIC 3146

Reference: 320 PLUMMER

Customer code: 11627P

Applicant: (full name and address, including postcode)

ABBOT KINNEY PTY LTD
1433 MALVERN RD MALVERN VIC 3144

Plan no.: PS746020J **Owners corporation no.:** 1

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

Signing:

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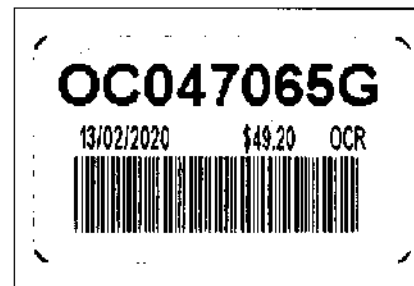
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Page 1 of 3

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Owners corporation notification of making rules
Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



Certifications

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

Executed on behalf of ABBOT KINNEY PTY LTD
Signer Name THOMAS DEGNAN
Signer Organisation DEGNAN & ASSOCIATES
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 
Execution Date 13/02/2020

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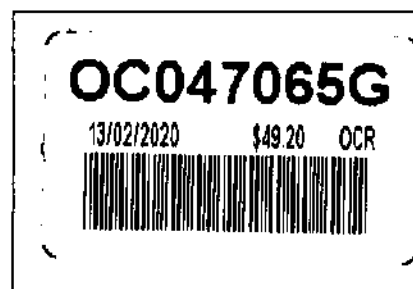
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Owners corporation notification of making rules
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3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ABBOT KINNEY PTY LTD
Signer Name THOMAS DEGNAN
Signer Organisation DEGNAN & ASSOCIATES
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 
Execution Date 13/02/2020

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OWNERS CORPORATION 1 PLAN OF SUBDIVISION NO 746020J 320

PLUMMER STREET, PORT MELBOURNE

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
 - (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
 - (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods; and

- (3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.

- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
 - (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
 - (A) the security system is not operating; or

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- (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

- (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
- (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
- (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with; or
- (4) the amenity (visual and practical) of the Common Property is not impacted
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
- (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
- (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
- (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
- (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the

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Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use and or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) fail to clean up as necessary any animal debris from Common Property, balconies or terraces;
 - (8) keep any animal on a balcony or terrace if the Owner, Occupier or Guest is not present;
 - (9) allow any animal to be on the Common Property without being on a leash;
 - (10) hold or permit to be held any auction sale in a lot or on the Common

Property (this rule does not apply to all retail lots and the Developer);

- (11) alter or affix anything to Common Property;
- (12) allow any glazed portions of Common Property to be tinted or treated;
- (13) allow a bicycle to be stored anywhere other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
- (14) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (15) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but does not apply to all retail lots and the Developer whereas any installation is subject to any town planning or any other requirement of the City of Port Phillip);
- (16) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but does not apply to all retail lots and the Developer whereas any installation is subject to any town planning or any other requirement of the City of Port Phillip);
- (17) permit any signage advertising a lot for Sale or Lease on Common Property (this rule does not apply to all retail lots and the Developer);

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than for storage in a Storage Space or to park a vehicle and must not sublet or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any

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parking space to wash, clean or repair any vehicle;

- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
 - (1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or
 - (3) to be parked or left in any place other than in a parking space,

but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners

Corporation or use the article for other than its intended use;

- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour and material to be determined at the absolute discretion of Manager; or
- (f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
 - (2) leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Port Phillip that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;

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- (1) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
- (2) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
- (3) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Port Phillip planning scheme (save and except the retail lots);
- (c) not use a Car Space other than for storage in a Storage Space or parking of vehicles;
- (d) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot;
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on

or over any balconies or terraces forming part of any lot;

- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot or Common Property; and
- (n) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 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.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days (this rule does not apply to all retail lots and the Developer).

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony, Car Space or terrace area which forms part of any Lot to be unkempt or

unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;

- (c) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but does not apply to all retail lots and the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Port Phillip);
- (d) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices but does not apply to all retail lots and the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Port Phillip);
- (e) permit any signage advertising a lot for sale or lease on a Lot (this rule does not apply to the retail lots and the Developer);
- (f) install basketball hoops or similar devices on a Lot;
- (g) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot or Common Property;
- (h) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (i) allow any glazed portions of the Lot to be tinted or treated; or
- (j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot; or
- (k) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the buildings – including balconies or terraces.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside are charcoal in colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance or amenity of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

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5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit. (this rule does not apply to all retail lots and the Developer)

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:

- (1) on any public holiday or a Sunday; or
- (2) before 7.00 am or after 6.00 pm Monday to Friday; or
- (3) before 9.00 am or after 6.00 pm on a Saturday;

except in the case of an emergency which includes:

- (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
- (B) a leak or similar problem requiring prompt attention; or
- (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
- (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners

Corporation has given written permission for the noise to be made;

- (2) encourage birds by feeding them;
- (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the Common Property save and except the common amenities and then only in accord with the Owners Corporation Rules of Use;
- (4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
- (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or any parts of the Common Property;
- (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
- (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

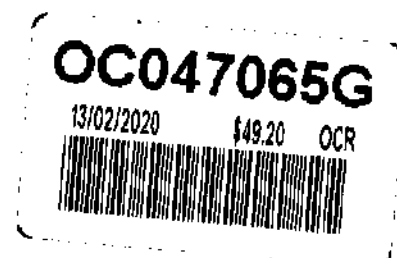
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:

- (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
- (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at their discretion of any statutory authority; and
- (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.



7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

An Owner or Occupier of a Lot operating any business must not except with the prior written

consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) 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; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.
- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:
 - (1) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
 - (2) any requirements about the trade or business stipulated by any relevant

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authority from time to time are complied with; and

- (3) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it

- (a) in a manner, in areas and during times determined by the Owners Corporation to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise.

Notwithstanding the above, all deliveries and moving in and out must be conducted through the Upper Ground Car Park Level, accessed via the loading bay entrance in Tarver Street. No deliveries or moving in/out should take place through lobby entries.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

10. Special Rules for the Developer

1. These Rules do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - (a) the Developer is an Owner or Occupier;
 - (b) any mortgagee or chargee of the Developer has an interest in any Lot; or
 - (c) the Developer is engaged in any action required to complete the Development,

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

2. The Developer, its mortgagees and chargees must be and are by this Rule 10, authorised by each and every Owner of each and every Owners Corporation in the Plan of Subdivision and by each and every Owners Corporation in the Plan of Subdivision to:
 - a. use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
 - b. exclusively conduct open for inspections of any lot or display lot;
 - c. place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
 - d. place anywhere on a Lot or on the Common Property promotional advertising or other signs as the Developer may require;
 - e. conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
 - f. use in any way it considers necessary any part of the Common Property for the purpose of marketing, promotion, promotion of related real estate development companies, related real estate agencies, selling or leasing Lots;
 - g. use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
 - h. erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - i. take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - j. exclude any Owner or Occupier and their invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the Development or to exercise its rights under these Rules;
 - k. grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
 - l. limit or restrict access to certain areas of the Development including areas of the

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Common Property in order to expeditiously complete the Development;

- m. use whatever right of way and/or points of egress and ingress to any part of the Development as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Development in order to carry out any works; and
- n. assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

provided that the Developer and any third party authorised by it under this Rule 10 or any party to which it assigns all or part of the benefits of its rights under this Rule 10, uses its reasonable endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 3. The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.
- 4. An Owner must not:
 - a. vote against any resolution of the Owners Corporation that would be prejudicial to the interests of the Developer. The Owner acknowledges, without limitation, that any resolution that restricts, or adds to the cost of exercising, any of the rights of the Developer under these Rules will be prejudicial to the interests of the Developer;
 - b. vote in favour of any resolution of the Owners Corporation that is proposed by the Developer and the effect of which is to facilitate the exercise of, or to secure, the Developer's rights under these Rules;
 - c. vote in favour of any resolution of the Owners Corporation that is proposed by the Developer and the effect of which is to facilitate further development within the Development, such as the construction of additional levels or which may involve the expansion, reduction or alteration of Common Property;
 - d. not exercise its rights as a Owner of the Owners Corporation contrary to the reasonable directions of the Developer from time to time;
 - e. vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 10 or contravene any right or

reprieve afforded to the Developer under this Rule 10.

- 5. Every Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule 10. The Owner must not do anything to prevent or hinder the Developer exercising any of its rights under this Rule 10.

Warranties & Novation or assignment of contracts

- 6. The Developer may at its discretion enter into contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 7. The Owners Corporation must accept, the assignment or novation of the contracts referred to in Rule 10.
- 8. The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 10 to the end of its then current term.
- 9. The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

Licences

- 10. If required by the Developer, and within the time required by the Developer, the Owners Corporation must grant the Developer:
 - (a) a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - (b) a licence to host festivals, parties or other celebratory or promotional events in the main lobby area, rooftop areas or other parts of the Common Property the Developer nominates;
 - (c) a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; and
 - (d) allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit.

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Hotel and service apartments

11. The Owners and Owners Corporation acknowledges the Developer or other operator may, and authorises the Developer and other operator to, use any part of the Development or the Plan of Subdivision as a hotel and/or serviced apartments.
12. If any part of the Development or the Plan of Subdivision is used as a hotel and/or serviced apartments, the operator may have access to all Common Property and use all Common Property facilities in order to effectively and efficiently operate the hotel and serviced apartments.

Domestic building contract

13. The Owner agrees that for the purpose of its obligations under the Owners Corporations Act 2006 (Vic), reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act 1995*) include:
 - a. the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;
 - b. the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;
 - c. the settlement of any dispute under any domestic building contract between the Developer and the builder on terms acceptable to the Developer; and
 - d. any other enforcement action the Developer considers appropriate in the circumstances; and
14. The Owner must pay and/or reimburse the Developer its portion of any enforcement relative to its lot liability at the time required by the Developer.
15. The reference to the Developer in Rule 10 means the 'Initial Owner' for the purposes of the Owners Corporations Act 2006 (Vic).

General

16. An Owner must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule 10.16.
17. The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 10.
An Owner must not vote in favour of any motion for a resolution proposed for consideration at a meeting of the Owners Corporation which would

impede the powers of the Owners Corporation(s) under this Rule 10.

11. AMENITIES

- 11.1. The Amenities are available for use by the Owners and Occupiers, subject to the Rules.
- 11.2. The Amenities are managed by the Owners Corporation and Building Management.
- 11.3. The Owners Corporation may:
 - 11.3.1. resolve to make, amend or introduce rules, regulations or guidelines in respect of the use, operation, management or maintenance of any of the Amenities, in addition to or in place of these Rules;
 - 11.3.2. vary the hours of operation of any of the Amenities from time to time;
 - 11.3.3. set fees and charges for the use of any of the Amenities from time to time; and
 - 11.3.4. engage any contractor, tradespersons or maintenance persons to maintain, operate or manage any of the Amenities, as determined by the Owners Corporation Manager.
- 11.4. All Owners, Occupiers and any other user (including guests of Owners or Occupiers) of the Amenities use the Amenities at their own risk.
- 11.5. Owners and Occupiers are responsible for informing any of their guests who use the Amenities of the Rules and any relevant policies and guidelines.
- 11.6. Users of the Amenities must not make any excessive or offensive noise or engage in behavior which interferes or is likely to interfere with the peaceful enjoyment of other Occupiers, including those using the Common Property, the Amenities or Lots.
- 11.7. Improper use of the Amenities by a user, may result in the bans and/or restrictions being imposed on the user by the Owners Corporation, in the Owners Corporation's absolute discretion.
- 11.8. Users of the Amenities must ensure that they leave the relevant Amenity in a clean and tidy state, failing which the user may be liable for any costs associated with the cleaning and/or repair required, as determined by the Owners Corporation in its absolute discretion.

12. USE OF POOL AND SPAS

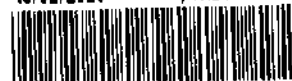
- 12.1. An Occupier is only permitted to use the Pool and Spas between the hours of 8.00am and 10.00pm Monday to Friday and 9.00am and 10.00pm on Saturdays and Sundays, or as otherwise directed by the Owners Corporation or Building Management from time to time
- 12.2. An Owner, Occupier or Guest must be in appropriate attire at all times while using the Pool and Spa facilities. Nude and topless bathing or lounging is not permitted.
- 12.3. All users must shower before entering the Pool or Spa.

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- 12.4. All users must towel dry themselves before leaving the Pool and Spa.
- 12.5. Footwear must be worn to and from the Pool and Spa.
- 12.6. Children may only use the Pool and Spa if supervised and accompanied by an adult at all times.
- 12.7. The Pool and Spa is for use by Owners, Occupiers and their guests. Only two guests per Lot are permitted in the Pool and Spa at any one time. Guests must be accompanied by an Owner or Occupier at all times.
- 12.8. The following items and actions are not permitted in the Pool and Spa:
 - 12.8.1. smoking;
 - 12.8.2. food;
 - 12.8.3. glass objects;
 - 12.8.4. sharp objects;
 - 12.8.5. pets or animals; and
 - 12.8.6. amplified music.
- 12.9. Diving, running and other hazardous activities as determined by the Owners Corporation in its absolute discretion are not permitted in the Pool and Spa.

13. USE OF KITCHEN, DINING AND OUTDOOR AREAS

- 13.1. An Occupier is only permitted to use the Kitchen, Dining and Outdoor Areas between the hours of 8:00am and 10:00pm Sunday to Thursday and 8:00am and 11:00pm on Fridays and Saturdays, or as otherwise directed by the Owners Corporation or Building Management from time to time.
- 13.2. An Occupier or any guest of an Occupier must be in appropriate attire and be wearing suitable footwear at all times while using the Kitchen, Dining and Outdoor Areas.
- 13.3. Children may only use and access the Kitchen, Dining and Outdoor Areas if supervised and accompanied by an adult at all times.
- 13.4. The Kitchen, Dining and Outdoor Areas is for use by Occupiers and their guests. Only two guests per lot are permitted in the Kitchen, Dining and Outdoor Areas at any one time. Guests must be accompanied by an Occupier at all times.
- 13.5. The following items and actions are not permitted in the Kitchen, Dining and Outdoor Areas:
 - 13.5.1. smoking;
 - 13.5.2. glass objects;
 - 13.5.3. sharp objects;
 - 13.5.4. pets or animals;
 - 13.5.5. private barbeques;
 - 13.5.6. hazardous behaviour (as determined by the Owners Corporation in its absolute discretion); and
 - 13.5.7. amplified music.

13.6. Users must not:

- 13.6.1. throw any items or rubbish from the Terrace;
 - 13.6.2. take any items into the Outdoor Areas or any unenclosed area of the Kitchen or Dining area which have the potential to be blown over the rail or balustrade or side of the Building;
 - 13.6.3. climb or lean over any railing or balustrade or any unenclosed area of the Kitchen, Dining and Outdoor Areas; or
 - 13.6.4. hang any items over the side of the Building or any railing or balustrade or any unenclosed area of the Kitchen, Dining and Outdoor Areas.
- 13.7. Occupiers may only use the Barbeques if they have made a booking and the booking has been confirmed by Building Management. The Barbeques and the surrounding area of the Kitchen, Dining and Outdoor Areas must be left in a clean and tidy state.

14. PRIVATE FUNCTIONS

- 14.1. Occupiers may book the Kitchen and Dining Areas for private functions.
- 14.2. Bookings for private functions must be made no more than 3 months in advance of the private function date and written approval must be provided by Building Management.
- 14.3. The following information must be provided to Building Management at the time of submitting a request for a private function booking:
 - 14.3.1. the nature of the function;
 - 14.3.2. the duration of the function;
 - 14.3.3. the number of proposed attendees;
 - 14.3.4. whether external catering will be arranged and if so, what type of catering; and
 - 14.3.5. details of any other suppliers attending the function.
- 14.4. Building Management or the Owners Corporation may in its absolute discretion:
 - 14.4.1. withhold approval to a private function booking request;
 - 14.4.2. impose time limits or restrictions on any private function or place limits on the maximum number of attendees;
 - 14.4.3. request payment of a bond from the Occupier who made the booking prior to the private function. The amount and payment arrangements of the bond may be determined by the Owners Corporation or Building Management in its absolute discretion from time to time; or
 - 14.4.4. require that the Occupier arranges professional security (the number of security personnel may also be determined by the Building Management or the Owners Corporation) to be present at the private function at the costs of the Occupier

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14.5. The Owner or Occupier who made the booking must be in possession of the booking receipt at all times during the private function.

14.6. The Kitchen, Dining and Outdoor Areas must be cleaned and tidied to the satisfaction of Building Management by the Occupier who made the booking after the private function. The costs incurred by Building Management (if any) to properly clean or repair any damage caused by or during the private function will be deducted from the bond, and if the bond is not sufficient, then any further costs will be charged to the Occupier who made the booking.

14.7. Building Management or the Owners Corporation may restrict the use of the Kitchen, Dining and Outdoor Areas by other users when those areas are in use for private functions, but for the avoidance of doubt:

14.7.1. Building Management and the Owners Corporation is not restricted from accessing the Kitchen, Dining and Outdoor Areas are in use for private functions in order to undertake inspection of those areas for the purposes of ensuring

compliance with these Rules or the terms on which the private function has been booked;

14.7.2. an Occupier may access the Kitchen, Dining and Outdoor Areas when those areas are in use for private functions in an emergency;

14.7.3. the use of the Kitchen, Dining and Outdoor Areas for a private function does not constitute the grant of a lease or the right to otherwise exclusively use those areas.

15. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the *Owners Corporations Regulations 2007*;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 1, 3 and 4 as applicable, and includes common facilities and fixtures thereon;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 320 Plummer Street, Port Melbourne;

"Developer" means Abbot Kinney Pty Ltd, and includes its shareholders, directors, Related Bodies Corporate and Related Parties (as those terms are defined in the *Corporations Act 2001* (Cth).);

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No 746020J;

"Regulations" means the *Owners Corporations Regulations 2018* (Vic);

"Retail Lots" means Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R, 8R, 11R, 12R, 13R and 14R on the Plan of Subdivision, if applicable;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Storage Space" means that part of a Car Space as constructed during the Development for storage or that part of an Owner's lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

"Vehicle" means a motor vehicle; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Service

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Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

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Lodged by	Degnan & Associates
Name	Degnan & Associates
Phone	0438 021 163
Address	1433 Malvern Road, Malvern in the State of Victoria
Reference	
Customer code	11627P
Owners corporation number	4
Plan number	746020J

Supplied with this notification is:

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

2. If applicable, the special resolution passed on

10 March 2020

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



Dated:

18 March 2020

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

Thomas Degnan
Australian Legal Practitioner
under the Legal Profession Act
2004

The common seal of owners corporation number:

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	07/07/2020	\$49.20 OCAR
		
Plan number: 746020J		

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

--

Lot owner

Full name	Abbot Kinney Pty Ltd ACN 082 873 694
Address	1433 Malvern Road, Malvern in the State of Victoria

Lot owner

Full name	Abbot Kinney Pty Ltd ACN 082 873 694
Address	1433 Malvern Road, Malvern in the State of Victoria

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

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

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OWNERS CORPORATION 4 PLAN OF SUBDIVISION NO 74602

320 PLUMMER STREET, PORT MELBOURNE RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
- (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
- (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
- (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
- (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
- (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
- (7) throw objects or allow objects to fall from a lot or the Common Property; or
- (8) exceed the floor loadings for the Lot.

(b) An Owner or Occupier must:

- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
- (2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods; and

(3) permit access at all reasonable times to the lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.

(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
- (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and

(3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:

- (A) the security system is not operating; or

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- (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,
- but this rule does not apply to:
- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

- (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
- (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
- (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with; or
- (4) the amenity (visual and practical) of the Common Property is not impacted
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
- (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
- (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
- (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
- (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the

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Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use and or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) fail to clean up as necessary any animal debris from Common Property, balconies or terraces;
 - (8) keep any animal on a balcony or terrace if the Owner, Occupier or Guest is not present;
 - (9) allow any animal to be on the Common Property without being on a leash;
 - (10) hold or permit to be held any auction sale in a lot or on the Common

Property (this rule does not apply to all retail lots and the Developer);

- (11) alter or affix anything to Common Property;
- (12) allow any glazed portions of Common Property to be tinted or treated;
- (13) allow a bicycle to be stored anywhere other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
- (14) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (15) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but does not apply to all retail lots and the Developer whereas any installation is subject to any town planning or any other requirement of the City of Port Phillip);
- (16) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but does not apply to all retail lots and the Developer whereas any installation is subject to any town planning or any other requirement of the City of Port Phillip);
- (17) permit any signage advertising a lot for Sale or Lease on Common Property (this rule does not apply to all retail lots and the Developer);

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than for storage in a Storage Space or to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any

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parking space to wash, clean or repair any vehicle;

- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:

(1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or

(2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or

(3) to be parked or left in any place other than in a parking space,

but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;

- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or

- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners

Corporation or use the article for other than its intended use;

- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour and material to be determined at the absolute discretion of Manager; or
- (f) install a covering to any Storage Space which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

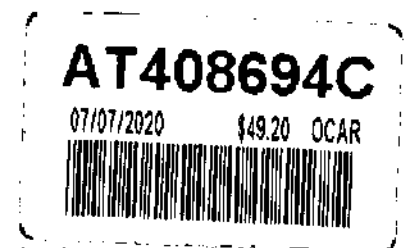
3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
- (2) leave any rubbish or other materials on the Common Property.

- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:

- (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Port Phillip that apply from time to time;
- (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
- (3) appropriately contain and wrap all wet garbage to prevent spillage;



- (1) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
- (2) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
- (3) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Port Phillip planning scheme (save and except the retail lots);
- (c) not use a Car Space other than for storage in a Storage Space or parking of vehicles;
- (d) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot;
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on

or over any balconies or terraces forming part of any lot;

- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot or Common Property; and
- (n) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 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.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with for any period less than thirty calendar days (this rule does not apply to all retail lots and the Developer) .

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony, Car Space or terrace area which forms part of any Lot to be unkempt or



- unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but does not apply to all retail lots and the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Port Phillip);
- (d) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices but does not apply to all retail lots and the Developer whereas any such installation is to be subject to any town planning or any other requirement of the City of Port Phillip);
- (e) permit any signage advertising a lot for sale or lease on a Lot (this rule does not apply to the retail lots and the Developer);
- (f) install basketball hoops or similar devices on a Lot;
- (g) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot or Common Property;
- (h) build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (i) allow any glazed portions of the Lot to be tinted or treated; or
- (j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot; or
- (k) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the buildings – including balconies or terraces.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside are charcoal in colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance or amenity of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

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5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit. (this rule does not apply to all retail lots and the Developer)

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;

except in the case of an emergency which includes:

 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
 - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners

Corporation has given written permission for the noise to be made;

- (2) encourage birds by feeding them;
- (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the Common Property save and except the common amenities and then only in accord with the Owners Corporation Rules of Use;
- (4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
- (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or any parts of the Common Property;
- (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
- (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:

- (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
- (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at their discretion of any statutory authority; and
- (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

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7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) 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.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

An Owner or Occupier of a Lot operating any business must not except with the prior written

consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) 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; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.
- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:
 - (1) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
 - (2) any requirements about the trade or business stipulated by any relevant

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authority from time to time are complied with; and

- (3) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it

- (a) in a manner, in areas and during times determined by the Owners Corporation to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise.

Notwithstanding the above, all deliveries and moving in and out must be conducted through the Upper Ground Car Park Level, accessed via the loading bay entrance in Tarver Street. No deliveries or moving in/out should take place through lobby entries.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

10. Special Rules for the Developer

1. These Rules do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - (a) the Developer is an Owner or Occupier;
 - (b) any mortgagee or chargee of the Developer has an interest in any Lot; or
 - (c) the Developer is engaged in any action required to complete the Development,

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

2. The Developer, its mortgagees and chargees must be and are by this Rule 10, authorised by each and every Owner of each and every Owners Corporation in the Plan of Subdivision and by each and every Owners Corporation in the Plan of Subdivision to:

- a. use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- b. exclusively conduct open for inspections of any lot or display lot;
- c. place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- d. place anywhere on a Lot or on the Common Property promotional advertising or other signs as the Developer may require;
- e. conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- f. use in any way it considers necessary any part of the Common Property for the purpose of marketing, promotion, promotion of related real estate development companies, related real estate agencies, selling or leasing Lots;
- g. use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- h. erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
- i. take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- j. exclude any Owner or Occupier and their invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the Development or to exercise its rights under these Rules;
- k. grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or its mortgagee or chargee thinks fit;
- l. limit or restrict access to certain areas of the Development including areas of the

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- Common Property in order to expeditiously complete the Development;
- m. use whatever right of way and/or points of egress and ingress to any part of the Development as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Development in order to carry out any works; and
 - n. assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

provided that the Developer and any third party authorised by it under this Rule 10 or any party to which it assigns all or part of the benefits of its rights under this Rule 10, uses its reasonable endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

3. The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.
4. An Owner must not:
 - a. vote against any resolution of the Owners Corporation that would be prejudicial to the interests of the Developer. The Owner acknowledges, without limitation, that any resolution that restricts, or adds to the cost of exercising, any of the rights of the Developer under these Rules will be prejudicial to the interests of the Developer;
 - b. vote in favour of any resolution of the Owners Corporation that is proposed by the Developer and the effect of which is to facilitate the exercise of, or to secure, the Developer's rights under these Rules;
 - c. vote in favour of any resolution of the Owners Corporation that is proposed by the Developer and the effect of which is to facilitate further development within the Development, such as the construction of additional levels or which may involve the expansion, reduction or alteration of Common Property;
 - d. not exercise its rights as a Owner of the Owners Corporation contrary to the reasonable directions of the Developer from time to time;
 - e. vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 10 or contravene any right or

reprieve afforded to the Developer under this Rule 10.

5. Every Owner hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule 10. The Owner must not do anything to prevent or hinder the Developer exercising any of its rights under this Rule 10.

Warranties & Novation or assignment of contracts

6. The Developer may at its discretion enter into contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
7. The Owners Corporation must accept, the assignment or novation of the contracts referred to in Rule 10.
8. The Owners Corporation must maintain any contracts assigned or novated to it under this Rule 10 to the end of its then current term.
9. The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

Licences

10. If required by the Developer, and within the time required by the Developer, the Owners Corporation must grant the Developer:
 - (a) a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - (b) a licence to host festivals, parties or other celebratory or promotional events in the main lobby area, rooftop areas or other parts of the Common Property the Developer nominates;
 - (c) a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; and
 - (d) allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit.

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Hotel and service apartments

11. The Owners and Owners Corporation acknowledges the Developer or other operator may, and authorises the Developer and other operator to, use any part of the Development or the Plan of Subdivision as a hotel and/or serviced apartments.
12. If any part of the Development or the Plan of Subdivision is used as a hotel and/or serviced apartments, the operator may have access to all Common Property and use all Common Property facilities in order to effectively and efficiently operate the hotel and serviced apartments.

Domestic building contract

13. The Owner agrees that for the purpose of its obligations under the Owners Corporations Act 2006 (Vic), reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act 1995*) include:
 - a. the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;
 - b. the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;
 - c. the settlement of any dispute under any domestic building contract between the Developer and the builder on terms acceptable to the Developer; and
 - d. any other enforcement action the Developer considers appropriate in the circumstances; and
14. The Owner must pay and/or reimburse the Developer its portion of any enforcement relative to its lot liability at the time required by the Developer.
15. The reference to the Developer in Rule 10 means the 'Initial Owner' for the purposes of the Owners Corporations Act 2006 (Vic).

General

16. An Owner must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule 10.16.
17. The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 10. An Owner must not vote in favour of any motion for a resolution proposed for consideration at a meeting of the Owners Corporation which would

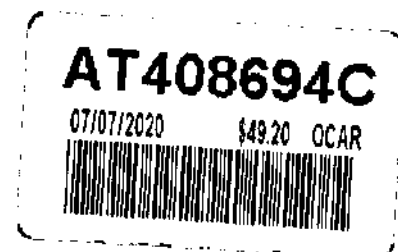
impede the powers of the Owners Corporation(s) under this Rule 10.

11. AMENITIES

- 11.1. The Amenities are available for use by the Owners and Occupiers, subject to the Rules.
- 11.2. The Amenities are managed by the Owners Corporation and Building Management.
- 11.3. The Owners Corporation may:
 - 11.3.1. resolve to make, amend or introduce rules, regulations or guidelines in respect of the use, operation, management or maintenance of any of the Amenities, in addition to or in place of these Rules;
 - 11.3.2. vary the hours of operation of any of the Amenities from time to time;
 - 11.3.3. set fees and charges for the use of any of the Amenities from time to time; and
 - 11.3.4. engage any contractor, tradespersons or maintenance persons to maintain, operate or manage any of the Amenities, as determined by the Owners Corporation Manager.
- 11.4. All Owners, Occupiers and any other user (including guests of Owners or Occupiers) of the Amenities use the Amenities at their own risk.
- 11.5. Owners and Occupiers are responsible for informing any of their guests who use the Amenities of the Rules and any relevant policies and guidelines.
- 11.6. Users of the Amenities must not make any excessive or offensive noise or engage in behavior which interferes or is likely to interfere with the peaceful enjoyment of other Occupiers, including those using the Common Property, the Amenities or Lots.
- 11.7. Improper use of the Amenities by a user, may result in the bans and/or restrictions being imposed on the user by the Owners Corporation, in the Owners Corporation's absolute discretion.
- 11.8. Users of the Amenities must ensure that they leave the relevant Amenity in a clean and tidy state, failing which the user may be liable for any costs associated with the cleaning and/or repair required, as determined by the Owners Corporation in its absolute discretion.

12. USE OF POOL AND SPAS

- 12.1. An Occupier is only permitted to use the Pool and Spas between the hours of 8.00am and 10.00pm Monday to Friday and 9.00am and 10.00pm on Saturdays and Sundays, or as otherwise directed by the Owners Corporation or Building Management from time to time
- 12.2. An Owner, Occupier or Guest must be in appropriate attire at all times while using the Pool and Spa facilities. Nude and topless bathing or lounging is not permitted.
- 12.3. All users must shower before entering the Pool or Spa.



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- 12.4. All users must towel dry themselves before leaving the Pool and Spa.
- 12.5. Footwear must be worn to and from the Pool and Spa.
- 12.6. Children may only use the Pool and Spa if supervised and accompanied by an adult at all times.
- 12.7. The Pool and Spa is for use by Owners, Occupiers and their guests. Only two guests per Lot are permitted in the Pool and Spa at any one time. Guests must be accompanied by an Owner or Occupier at all times.
- 12.8. The following items and actions are not permitted in the Pool and Spa:
 - 12.8.1. smoking;
 - 12.8.2. food;
 - 12.8.3. glass objects;
 - 12.8.4. sharp objects;
 - 12.8.5. pets or animals; and
 - 12.8.6. amplified music.
- 12.9. Diving, running and other hazardous activities as determined by the Owners Corporation in its absolute discretion are not permitted in the Pool and Spa.

13. USE OF KITCHEN, DINING AND OUTDOOR AREAS

- 13.1. An Occupier is only permitted to use the Kitchen, Dining and Outdoor Areas between the hours of 8.00am and 10.00pm Sunday to Thursday and 8.00am and 11.00pm on Fridays and Saturdays, or as otherwise directed by the Owners Corporation or Building Management from time to time.
- 13.2. An Occupier or any guest of an Occupier must be in appropriate attire and be wearing suitable footwear at all times while using the Kitchen, Dining and Outdoor Areas.
- 13.3. Children may only use and access the Kitchen, Dining and Outdoor Areas if supervised and accompanied by an adult at all times.
- 13.4. The Kitchen, Dining and Outdoor Areas is for use by Occupiers and their guests. Only two guests per lot are permitted in the Kitchen, Dining and Outdoor Areas at any one time. Guests must be accompanied by an Occupier at all times.
- 13.5. The following items and actions are not permitted in the Kitchen, Dining and Outdoor Areas:
 - 13.5.1. smoking;
 - 13.5.2. glass objects;
 - 13.5.3. sharp objects;
 - 13.5.4. pets or animals;
 - 13.5.5. private barbeques;
 - 13.5.6. hazardous behaviour (as determined by the Owners Corporation in its absolute discretion); and
 - 13.5.7. amplified music.

13.6. Users must not:

- 13.6.1. throw any items or rubbish from the Terrace;
- 13.6.2. take any items into the Outdoor Areas or any unenclosed area of the Kitchen or Dining area which have the potential to be blown over the rail or balustrade or side of the Building;
- 13.6.3. climb or lean over any railing or balustrade or any unenclosed area of the Kitchen, Dining and Outdoor Areas; or
- 13.6.4. hang any items over the side of the Building or any railing or balustrade or any unenclosed area of the Kitchen, Dining and Outdoor Areas.

- 13.7. Occupiers may only use the Barbeques if they have made a booking and the booking has been confirmed by Building Management. The Barbeques and the surrounding area of the Kitchen, Dining and Outdoor Areas must be left in a clean and tidy state.

14. PRIVATE FUNCTIONS

- 14.1. Occupiers may book the Kitchen and Dining Areas for private functions.
- 14.2. Bookings for private functions must be made no more than 3 months in advance of the private function date and written approval must be provided by Building Management.
- 14.3. The following information must be provided to Building Management at the time of submitting a request for a private function booking:
 - 14.3.1. the nature of the function;
 - 14.3.2. the duration of the function;
 - 14.3.3. the number of proposed attendees;
 - 14.3.4. whether external catering will be arranged and if so, what type of catering; and
 - 14.3.5. details of any other suppliers attending the function.
- 14.4. Building Management or the Owners Corporation may in its absolute discretion:
 - 14.4.1. withhold approval to a private function booking request;
 - 14.4.2. impose time limits or restrictions on any private function or place limits on the maximum number of attendees;
 - 14.4.3. request payment of a bond from the Occupier who made the booking prior to the private function. The amount and payment arrangements of the bond may be determined by the Owners Corporation or Building Management in its absolute discretion from time to time; or
 - 14.4.4. require that the Occupier arranges professional security (the number of security personnel may also be determined by the Building Management or the Owners Corporation) to be present at the private function at the costs of the Occupier

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14.5. The Owner or Occupier who made the booking must be in possession of the booking receipt at all times during the private function.

14.6. The Kitchen, Dining and Outdoor Areas must be cleaned and tidied to the satisfaction of Building Management by the Occupier who made the booking after the private function. The costs incurred by Building Management (if any) to properly clean or repair any damage caused by or during the private function will be deducted from the bond, and if the bond is not sufficient, then any further costs will be charged to the Occupier who made the booking.

14.7. Building Management or the Owners Corporation may restrict the use of the Kitchen, Dining and Outdoor Areas by other users when those areas are in use for private functions, but for the avoidance of doubt:

14.7.1. Building Management and the Owners Corporation is not restricted from accessing the Kitchen, Dining and Outdoor Areas are in use for private functions in order to undertake inspection of those areas for the purposes of ensuring

compliance with these Rules or the terms on which the private function has been booked;

14.7.2. an Occupier may access the Kitchen, Dining and Outdoor Areas when those areas are in use for private functions in an emergency;

14.7.3. the use of the Kitchen, Dining and Outdoor Areas for a private function does not constitute the grant of a lease or the right to otherwise exclusively use those areas.

15. LICENCES

15.1 Defined terms:

- (a) **Amenities** means the amenities located in the Licensed Areas, which may include a gymnasium, cinema, conference centre, childcare centre and bar;
- (b) **Licence Agreements** means the occupation licence agreements entered into by the Owners Corporation for the use of the Licensed Areas as amended from time to time
- (c) **Licensed Areas** means those areas (including the Amenities), over which the Licence Agreements apply.

15.2 The Owners Corporation has entered into the Licence Agreements.

15.3 The Licence Agreements allow Owners and Occupiers of Lots in the Owners Corporation (and their invitees) to gain access to and utilise the Amenities.

15.4 A third party operator may be engaged to operate the Amenities which may result in an assignment or novation of obligations under the Licence Agreements to such an operator. Owners and Occupiers must not object to such as assignment or novation.

15.5 Owners and Occupiers must comply with, observe and abide by the terms of the Licence Agreements, including any rules, terms of use, and other such reasonable conditions imposed on the Owners Corporation (as if the Owners and Occupiers were the Owners Corporation) as set out in the Licence Agreements and all other terms and conditions imposed on the Owners Corporation as a result of an assignment or novation of the Licence Agreements.

The Owners acknowledge and agree that the Owners Corporation must contribute towards outgoings and the costs of maintenance of and repairs to the Licensed Areas by way of levies as set out in the Licence Agreements.

16. THIRD PARTY AGREEMENTS

16.1 In this Rule:

(a) **Agreements** means any agreements entered into by the Owners Corporation as amended from time to time

16.2 The Owners Corporation may enter into Agreements

16.3 The Agreements may relate to such arrangements that include, but are not limited to, the maintenance of services provided to the Owners Corporation, the ongoing maintenance of the common property of the Owners Corporation, or any other type of agreement validly entered into by the Owners Corporation.

16.4 Owners and Occupiers must comply with, observe, and abide by the terms of the Agreements (as if the Owners and Occupiers were the Owners Corporation under the Agreements), including any rules and terms of use, and other such reasonable conditions imposed on the Owners Corporation including those arising on an assignment or novation of the Agreements, and must not do anything that would cause the Owners Corporation to breach the Agreements.

16.5 The Owners acknowledge and agree that the Owners Corporation may be liable for the payment of costs and/or fees pursuant to the terms of the Agreements, and that such costs may be recouped from the Owners through Owners Corporation levies payable by the Owners.

17. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"**Act**" means the *Owners Corporations Act 2006* (Vic);

"**Approved Form**" means the form prescribed under the Owners Corporations Regulations 2007;

"**Car Space**" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"**Common Property**" means any common property as shown and described on the Plan of Subdivision as Common Property No 4 as applicable, and includes common facilities and fixtures thereon;

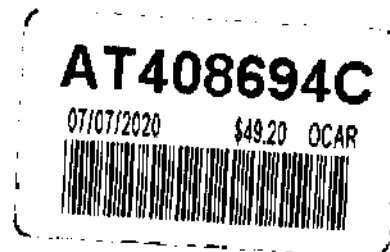
"**Development**" means the development on the land in the Plan of Subdivision including the buildings located at 320 Plummer Street, Port Melbourne;

"**Developer**" means Abbot Kinney Pty Ltd, and includes its shareholders, directors, Related Bodies Corporate and Related Parties (as those terms are defined in the Corporations Act 2001 (Cth));

"**Guest**" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"**Lease**" includes rent, let and license the Lot or any part of it;

"**Lot**" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;



"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 4 of Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No 746020J;

"Regulations" means the Owners Corporations Regulations 2018 (Vic);

"Retail Lots" means Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R, 8R, 11R, 12R, 13R and 14R on the Plan of Subdivision, if applicable;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Storage Space" means that part of a Car Space as constructed during the Development for storage or that part of an Owner's lot as shown in the Plan of Subdivision for storage or an over bonnet storage unit to which the specifications of the over bonnet storage unit are at the absolute discretion of the Manager ;

"Vehicle" means a motor vehicle; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Service

I hereby certify these rules are
a true and accurate copy of the resolution
dated on 10/3/2020

Signed by T. Sahar

TAL SAHAR - CHAIRPERSONS/Secretary .

22/6/2020

Owners Corporation PS746020J
320 Plummer Street, Port Melbourne VIC 3207

Minutes of the Inaugural General Meeting of Owners Corporation No. 1, No. 2, No. 4 and No. 8 held 10th March 2020 at Tideways Level 3 / 521 Toorak Road, Toorak VIC 3142 at 11:30am

1. Registration of Attendance, Apologies, Proxies

Present

David Joachim representing all lots

Apologies

Proxies

Abbot Kinney Pty Ltd in favour of David Joachim

Other Attendance

Kieren O' Leary

Third Street

Tal Sahar

Tideways

It was noted that Plan of Subdivision PS74020J was registered on 28/2/2020 and that the registered proprietor of all lots is Abbot Kinney Pty Ltd. As the only member of the Owners Corporation, the requirement of 14 days' notice before a General Meeting is waived; and Abbot Kinney Pty Ltd has the capacity to exercise all powers of the Owners Corporation under the Act and Regulations.

2. Quorum

As all lots were represented either by way of owners present or their proxies, a quorum was declared with all decisions of the meeting to be binding.

3. Appointments

It was resolved that Tal Sahar would chair the meeting and act as Secretary for the meeting.

4. Budget & Financials

Owners Corporation No. 1

It was resolved that Owners Corporation No. 1 fees be levied annually in advance, due 1st January each year and it was resolved that the Owners Corporation Financial Year begin 1st January and end 31st December in any year.

A total of \$20,000 (incl. GST) payable in advance on 24/3/2020, being the adjusted annual amount based on the annual budget pro rata'd for the period 24/3/2020 to 30/09/2020.

Owners Corporation No. 8

It was resolved that Owners Corporation No. 1 fees be levied annually in advance, due 1st January each year and it was resolved that the Owners Corporation Financial Year begin 1st January and end 31st December in any year.

It was further resolved to adopt the below budget and fees and for levies to be based on lot liabilities as detailed in the Plan of Subdivision until the next AGM.

Annual Budget: \$0.00

Annual Fees: \$0.00

A total of \$0.00 payable in advance on 24/3/2020, being the adjusted annual amount based on the annual budget pro rata'd for the period 24/3/2020 to 30/09/2020.

5. Insurance

Tal Sahar tabled a policy from Resolute Property Protect for Building and Public Liability cover:

Broker:	Resolute Property Protect Insurance
Company:	Chubb Insurance Australia Limited
Policy Number:	02GS028332
Building & Common Property:	\$60,000,000 (Stages 1 & 2)
Public Liability Cover	\$20,000,000
Office Bearers Cover	\$5,000,000
Renewal Date:	10/3/2021
Premium (Stage 1 & 2):	\$51,847.01

The Owners Corporation acknowledged it has received the Product Disclosure Statement and Financial Services Guide.

It was resolved that the lot serving to benefit from a claim against the Owners Corporations insurance policy, shall be liable for any applicable excess.

In accordance with the provisions of legislation, authorised licensees and insurance brokers may share the fee they receive from the underwriter with Tideways.

It was resolved that if the Owners Corporation require additional monies to extend the policy's expiry within the first 12 months of having taken out the policy and/or should the policy's limits of cover be increased in line with any replacement and reinstatement report undertaken, then the funding for such an extension and/or increase is to come from the Maintenance Fund in the form of a loan to be paid back in full once sufficient funds exist in the Administrative Fund.

Substation Lease Deed of Novation	
Parties:	Owners Corporation No. 1 PS746020J and Abbot Kinney Pty Ltd (ABN 68 686 012 216)
Purpose:	A deed novating the lease with Citipower from Abbot Kinney Pty Ltd to Owners Corporation No. 1 PS746020J

Licence – Bar & Pool – Tower 3 Rooftop	
Parties:	Owners Corporation No. 2 & 4 PS746020J and Abbot Kinney Pty Ltd
Purpose:	A non-exclusive licence to enter and use the Licensed Area in common with the Licensor, other licensees, and the Licensor's invitees, for the Permitted Use on the terms of the licence agreement.

Licence – Business Centre – Tower 3 Ground/Mezzanine	
Parties:	Owners Corporation No. 2 & 4 PS746020J and Abbot Kinney Pty Ltd
Purpose:	A non-exclusive licence to enter and use the Licensed Area in common with the Licensor, other licensees, and the Licensor's invitees, for the Permitted Use on the terms of the licence agreement.

Licence – Childcare Centre – Tower 3 Mezzanine	
Parties:	Owners Corporation No. 2 & 4 PS746020J and Abbot Kinney Pty Ltd
Purpose:	A non-exclusive licence to enter and use the Licensed Area in common with the Licensor, other licensees, and the Licensor's invitees, for the Permitted Use on the terms of the licence agreement.

Licence – Cinema – Tower 3 Mezzanine	
Parties:	Owners Corporation No. 2 & 4 PS746020J and Abbot Kinney Pty Ltd
Purpose:	A non-exclusive licence to enter and use the Licensed Area in common with the Licensor, other licensees, and the Licensor's invitees, for the Permitted Use on the terms of the licence agreement.

Licence – Gym – Tower 3 Ground/Mezzanine	
Parties:	Owners Corporation No. 2 & 4 PS746020J and Abbot Kinney Pty Ltd
Purpose:	A non-exclusive licence to enter and use the Licensed Area in common with the Licensor, other licensees, and the Licensor's invitees, for the Permitted Use on the terms of the licence agreement.

fees set/determined will be based on the lot entitlement / liability that apply to the entire Owners Corporation (noting sections 33(2) and (3) of the Subdivision Act) following the registration of the subsequent staged subdivision affecting Lot S5 of the Plan of Subdivision.

Resolution to Consent to Further Registrations of the Plan (Owners Corporation No. 1)

It was resolved unanimously by Owners Corporation No. 1 Plan No. PS746020J (**Owners Corporation**) that:

- i. Members of the Owners Corporation (**Members**) consent to the registration of the plan of subdivision/consolidation generally in accordance with the plan annexed in Annexure A to create additional lots and common property (**Plan**);
- ii. a surveyor and legal representative may be appointed to prepare all necessary applications and forms required for the Plan and to obtain all requisite permits and approvals to effect the registration of the Plan at Land Victoria;
- iii. the Owners Corporation is authorised to execute all necessary applications (including for any planning permit, certification of the Plan and Land Victoria applications) to give effect to the registration of the Plan;
- iv. Members will do all things required (including obtaining any required consents of Mortgagees or Caveators affecting their lots) to ensure that the certificates of title to their respective lots are nominated or made available at Land Victoria in order to permit the Plan to be registered promptly; and
- v. Members will not object to any application made in respect of the Plan.

Resolution to Consent to Further Registrations of the Plan (Owners Corporation No. 2)

It was resolved unanimously by Owners Corporation No. 2 Plan No. PS746020J (**Owners Corporation**) that:

- i. Members of the Owners Corporation (**Members**) consent to the registration of the plan of subdivision/consolidation generally in accordance with the plan annexed in Annexure A to create additional lots and common property (**Plan**);
- ii. a surveyor and legal representative may be appointed to prepare all necessary applications and forms required for the Plan and to obtain all requisite permits and approvals to effect the registration of the Plan at Land Victoria;
- iii. the Owners Corporation is authorised to execute all necessary applications (including for any planning permit, certification of the Plan and Land Victoria applications) to give effect to the registration of the Plan;
- iv. Members will do all things required (including obtaining any required consents of Mortgagees or Caveators affecting their lots) to ensure that the certificates of title to their respective lots are nominated or made available at Land Victoria in order to permit the Plan to be registered promptly; and
- v. Members will not object to any application made in respect of the Plan.

Resolution to Consent to Further Registrations of the Plan (Owners Corporation No. 4)

It was resolved unanimously by Owners Corporation No. 4 Plan No. PS746020J (**Owners Corporation**) that:

- i. Members of the Owners Corporation (**Members**) consent to the registration of the plan of subdivision/consolidation generally in accordance with the plan annexed in Annexure

Owners Corporation.

It was resolved that any costs associated with repairs, maintenance, leak investigations or other works relevant to private property or for the benefit of a lot, incurred by the Owners Corporation shall be passed on the lot owner affected or serving to benefit. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation

It was resolved that all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (i.e: from the false fire alarms, fire brigade charges, or relevant authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation

10. Appointment of Owners Corporation Manager

The contract for the appointment of Tideways Pty Ltd as Manager of the Owners Corporation was tabled.

It was resolved that Tideways Pty Ltd be appointed as Manager of Owners Corporations No. 1, No. 2, No. 4 and No. 8 for a term of three (3) years on the terms set out in the tabled Management Contract. It was resolved that the Owners Corporation should execute and finalise the tabled Management Contract.

11. Common Seals

It was resolved that the Common Seal (OC No. 1, No. 2, No. 4 and No. 8) be held by Tideways Pty Ltd. It was resolved to delegate powers to the Manager to use the Common Seals for the purpose of issuing Owners Corporation certificates.

12. Owners Corporation Bank Account

It was resolved that the Manager should set up on behalf of the Owners Corporation a bank account, through which to operate the financial transactions of the Owners Corporation.

13. Application of Tax File Number and ABN for the Owners Corporation

It was resolved that the Manager should apply as soon as practicable possible for a tax file number and an ABN for the owners Corporation.

14. Owners Corporation Rules

Owners Corporation No. 1

It was noted that the rules for Owners Corporation No. 1 have already been registered at the Land Titles Office by Degnan & Associates (instrument number OC047065G).

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.