

**NFC HOLDINGS PTY LTD
(A.C.N.092 921 872)
(As Trustee for the Mary Tudor Unit Trust)**

**CONTRACT OF SALE &
VENDORS STATEMENT**

**Unit 328
1 Queens Road
Melbourne**

**MAHONS LAWYERS
177 Surrey Road
BLACKBURN VIC 3130**

SWM:2241843

**Telephone: 8877 6888
Email: smorgan@mahons.com.au**

CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 328, 1 Queens Road, Melbourne

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; and
- General conditions;
- In that order of priority.

Signing of this Contract

WARNING: This is a legally binding Agreement. You should read this Contract before signing it.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract and a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

The authority of a person signing:

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

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

Important Notice to Purchaser

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.

Important Notice to Purchasers of 'OFF THE PLAN' properties

This information is provided to the Purchaser under section 9AA(1A) of the *Sale of Land Act 1962*

1. The Purchaser may negotiate with the Vendor about the amount of deposit moneys payable under this Contract, up to 10 per cent of the Purchaser Price.
2. A substantial period of time may elapse between the day on which the Purchaser signs the Contract for Sale and the day on which the Purchaser becomes the registered proprietor of the lot.
3. The value of the lot may change between the day on which the Purchaser signs the Contract for Sale of the lot and the day on which the Purchaser becomes the registered proprietor.

Signed by the Purchaser/s x..... on/...../2024

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 x.....x..... on/...../2024

Print names of persons signing FIONA JUSTINE MILNES

BRADLEY JOHN O'HARA

State Nature of Authority: (Director)

(Director)

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

PARTICULARS OF SALE

VENDOR'S
SELLING AGENT

DOUBLEDAY REAL ESTATE
of 22 Normanby Road, Kew, 3101
Tel: 0418 523 828
Email: admin@doubledayrealestate.com.au

VENDOR'S
LAWYER

MAHONS LAWYERS
of 177 Surrey Road, Blackburn, 3130
Tel: 8877 6888
Ref: SWM:2241843
Email: smorgan@mahons.com.au

PURCHASER'S LEGAL
PRACTITIONER OR
CONVEYANCER:

VENDOR:

NFC NOMINEES PTY LTD (A.C.N. 096 921 872)
(As Trustee for the Mary Tudor Unit Trust)

PURCHASER/S:

LAND:

the whole of the land described in Certificate of Title
Volume 10667 Folio 232

PROPERTY:
ADDRESS

the land together with any improvements & fixtures known
as Unit 328,1 Queens Road, Melbourne

GOODS:

All fixed floor coverings, electric light fittings and window furnishings
as inspected by the Purchaser on the day of sale;

PRICE:

\$

DEPOSIT

\$

payable on signing

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:

SETTLEMENT: is due on
or earlier by mutual agreement.

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.

ENCUMBRANCES: This sale is NOT subject to an existing mortgage unless the words “**subject to existing mortgage**” appear in this box:

SPECIAL
CONDITIONS: This contract does not include any special conditions unless the words “**special conditions**” appear in this box:

Special conditions

Loan: (General Condition 14)

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

Lender:

Loan Amount:

Approval date:

SPECIAL CONDITIONS

1. Interpretation and Construction

- (a) In these Conditions unless the context otherwise requires:

“General Conditions” means the annexed General Conditions incorporated into and forming part of this Contract;

“SLA” means the Sale of Land Act 1962 as amended;

“the Vendor’s Statement” means a written statement of the Vendor pursuant to Section 32 (1) of the SLA;

- (b) **Headings**

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

- (c) **References to statutes**

A reference to a statute, ordinance, code or other law includes any regulation and 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.

- (d) **Joint and several obligations**

An obligation of two or more parties binds them jointly and each of them severally.

- (e) **Reading down**

A provision of this Contract which is void, unenforceable or illegal must be read down to the extent required to give the provision legal effect.

- (f) **Waiver**

A right of a party under this Contract may only be waived in writing by that party.

- (g) **No merger**

Any provision of this Contract capable of having effect after the Settlement Date do not merge on the transfer of the Land and continue to have full force and effect.

2. Purchaser’s Acknowledgments

The Purchaser acknowledges that:

- (a) prior to signing this Contract, the Purchaser received a signed Vendor’s Statement;
- (b) the only information, representations and warranties (if any) by the Vendor, the Vendor’s Agent or the Vendor’s Lawyer relied upon by the Purchaser are those expressly contained in this Contract;
- (c) this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property;
- (d) the Purchaser has inspected the Property and the improvements (including, where appropriate, inspections by tradespersons or consultants) erected upon it and is satisfied as to the condition of the property and the improvements as at the date of the Contract.

- (e) The Purchaser must provide copies of all certificates and other information used to calculate adjustments if requested by the Vendor.

3. **Default, Interest, Costs**

- 3.1 If the Purchaser defaults in any of the terms and conditions of this Contract, and the Vendor serves on the Purchaser any notice pursuant to the provisions of this Contract relating to that default ("**the notice**"), the Purchaser does not cure that default until:
 - (a) the remedy by the Purchaser of the relevant default or, if the default is incapable of remedy, full and proper compensation is paid to the Vendor in satisfaction of all loss and damage suffered by the Vendor; and
 - (b) the Purchaser pays all expenses incurred by the Vendor as a result of the default including, without limitation:
 - (i) legal costs on a Practitioner client basis and disbursements incurred in drawing and giving the notice;
 - (ii) all costs, charges, expenses and damages which are incurred or suffered by the Vendor arising from any default in payment of the money overdue or from any other breach or failure by the Purchaser to observe any of the terms and conditions of this Contract; and
 - (iii) all additional costs incurred by the Vendor including, without limitation, accommodation expenses, interest on any existing mortgage registered over the property, discount on bills and borrowing expenses in relation to this Property or any other property (including the costs on bridging finance) now or later purchased by the Vendor in anticipation of or reliance upon this Contract; and
 - (c) the Purchaser pays interest calculated in accordance with Special Condition 3.2.
- 3.2 If the Purchaser defaults in payment of any money under this Contract ("**the money overdue**") the Purchaser must pay to the Vendor interest upon the money overdue during the period of default at a rate six per cent higher than that fixed under section 2 of the Penalty Interest Rates Act 1983, without prejudice to any other rights of the Vendor.

4. **Company Purchaser**

If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the Guarantee annexed to this Contract by:

- (a) two directors of the Purchaser company; or
- (b) one director and the company secretary; or
- (c) one director of a sole director company; or
- (d) with the written consent of the Vendor, it's shareholder or shareholders.

5. **Nominated Purchaser**

- 5.1 The Purchaser may not nominate a substitute or additional Purchaser pursuant to General Condition 18 ("**the Nominated Purchaser**") unless it has delivered to the Vendor at least 14 days before the Settlement Date:

- (a) an executed form of nomination;
- (b) if the Nominated purchaser is a company, an executed Guarantee in accordance with Special Condition 4.

5.2 Upon the nomination of the Nominated Purchaser:

- (a) all moneys previously paid by the Purchaser under this Contract are deemed to have been paid by the Nominated Purchaser; and
- (b) the Substitute Purchaser is deemed to have accepted title.

5.3 It is acknowledged that the original Purchaser will remain personally liable for completion of the Contract notwithstanding any nomination made.

6. Stamp duty: Purchasers buying unequal interests

- 6.1 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").
- 6.2 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.
- 6.3 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.
- 6.4 This Condition shall not merge on completion.

7. Changes to General Conditions

General Condition 2.1 is amended by insertion of the word "former" before the words Estate Agents (Contracts) Regulation 2008.

General conditions 8, 11.6, & 24.4-24.6 do not apply.

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.

General condition 14 is replaced with the following:

The Contract is subject to the lender approving the loan on the security of the property by the approval date in the particulars of sale or any later date in accordance with this general condition.

The approval date is extended to any later date requested by the Purchaser in writing provided that the Purchaser makes that request before the approval date in the particulars of sale.

The Vendor may reject the Purchaser's request for an extended approval date in writing at any time after receipt of the Purchaser's written request, in which case the approval date is the later of the approval date in the particulars of sale or 2 business days after the Purchaser receives the Vendor's rejection.

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 on the Vendor within 2 clear days of the approval date; and
- (d) provides the vendor's solicitor with information reasonably required by the vendor's solicitor so as to enable the Vendors to confirm that the loan has been applied for and refused and to show that the purchaser has done everything required to obtain the loan (as detailed above).
- (e) is not in default under any condition of this Contract when the notice is given;

All money must be immediately refunded to the purchaser if the contract is ended in accordance with this Condition.

General condition 17 is replaced with the following:

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

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

A document is sufficiently served if served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

Any document sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

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

8. Foreign Resident Capital Gains Withholding

This Special Condition applies to contracts entered into on or after 1 July 2016.

- 8.1 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.
- 8.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchase 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.
- 8.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 8.4 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.
- 8.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 8.6 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 this contract to the contrary.
- 8.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

- (a) The settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 8.8 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.
- 8.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 8.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

9. Payment by EFT

- 9.1 Subject to general condition 11.3, the Purchaser may pay the deposit or any part of it by way of electronic funds transfer to the Vendor's estate agent, legal practitioner or conveyancer as soon as practicable after signing of this Contract.
- 9.2 The Purchaser must notify the Vendor's estate agent, legal practitioner or conveyancer in writing of sufficient particulars to readily identify the relevant conveyancing transaction and the reference details recorded against the money electronically transferred or the transaction number, before or as soon as the money has been remitted to the Purchaser's financial institution for transfer to the intended recipient. The Purchaser must provide reasonable evidence of the electronic remittance to the financial institution if requested by the intended recipient.
- 9.3 Payment is made when cleared funds are received in the intended recipient's bank account.
- 9.4 Each party must do everything reasonably necessary to assist the other party trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

10. Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law*

- 10.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 10.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically,
- 10.3 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*

10.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

10.6 Settlement occurs when the workspace records that:

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

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

10.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

10.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

10.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

11. GST Withholding

- 11.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.
- 11.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 11.3 If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
 - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
 - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.
 - (d) The purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment (unless the purchaser has complied with sub-paragraph (b) hereof or settlement has occurred using an electronic lodgement network operator).
- 11.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 11.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 11.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 11.7 In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

12. Land Tax Adjustment

- 12.1 For the purposes of General Condition 15 the expression "periodic outgoings" does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.
- 12.2 General Condition 21 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.

GUARANTEE AND INDEMNITY

To: The Vendor (as named in the Contract to which this document is attached)
("the Contract")

I/We,
of

("the Guarantor"), **IN CONSIDERATION** of the Vendor, at the Guarantor's request, having agreed to sell the Property and the Chattels (if any) to the Purchaser, for the Price and other terms as contained in the Contract;

1. **GUARANTEES** to the Vendor (if there is more than one Guarantor, jointly and severally) the due and punctual performance and observance by the Purchaser of all the covenants and conditions contained in the Contract including the payment of the Price, interest and other moneys; and
2. **AGREES:**
 - 2.1 to indemnify and keep indemnified the Vendor (including the Vendor's assigns, as the Vendor may assign the benefit of this Guarantee) against all loss, costs, charges and expenses which the Vendor may incur as a result of any default by the Purchaser or of any failure of the Contract;
 - 2.2 the liability of the Guarantor is not conditional upon the making or serving of any notice or demand upon the Guarantor or the Purchaser;
 - 2.3 The proper law and jurisdiction is that of the State of Victoria;
 - 2.4 The giving of any notice under the Guarantee and Indemnity may be made in any mode of service permitted under the Contract; and
3. **DECLARES** that this Guarantee and Indemnity:
 - 3.1 is a continuing guarantee and indemnity;
 - 3.2 will not be determined by the death of the Guarantor;
 - 3.3 will not be affected, cease or be exonerated by:
 - (a) any neglect of the Vendor to enforce any remedy in respect of any breach of the covenants and conditions of the Contract;
 - (b) any time or other indulgence given to the Purchaser by the Vendor;
 - (c) the invalidity or unenforceability of the whole or part of the Contract;
 - (d) any other thing which under the law relating to sureties would, other than for this clause, release the Guarantor from this guarantee;
 - 3.4 binds all persons executing it (and their personal representatives and successors), even though:
 - (a) any other person who intended to give the guarantee fails or refuses to do so; or
 - (b) any of the guarantors lacks capacity;
 - 3.5 has not been induced by any promise or representation made or given by the Vendor or its agent; and
 - 3.6 Enures for the benefit of the Vendor and the Vendor's successors and assignees.

DATED the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED

by the Guarantors in the
presence of

CONTRACT OF SALE OF REAL ESTATE
Estate Agents (Contracts) Regulations 2008

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 Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- 3. Identity of the land**
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 4. Services**
- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5. Consents**
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6. Transfer**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
- 7. Release of security interest**
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

- 7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth) , not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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 of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to 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 transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (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.

MAHONS LAWYERS

VENDORS STATEMENT

A statement pursuant to Section 32 of the
Sale of Land Act 1962 ("the Act")

Vendor: **NFC NOMINEES PTY LTD (A.C.N. 096 921 872)**
(As Trustee for the Mary Tudor Unit Trust)

Property: Unit 328, 1 Queens Road, Melbourne

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

1 FINANCIAL MATTERS

(1.1) Information concerning any **rates, taxes, charges or other similar outgoings** (and any interest on them) are as follows-

(a) Their total does not exceed \$5,000.00

(b) Are contained in the attached certificates

(c) 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

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

Except for the Statutory Charges referred to in Item 1 hereof, none to the Vendor's knowledge.

2 INSURANCE

(2.1) **Damage and Destruction**

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

Not Applicable

(2.2) **Owner Builder**

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

Not Applicable

3 LAND USE

(3.1) Easements, Covenants or other similar restrictions

- (a) 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 copy of title.
 - Covenants affecting the land are as set out in the attached copy of title.
 - Other restrictions affecting the land (if any) are as attached.
- (b) • Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction 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.

(3.2) Road Access

There is access to the Property by Road.

(3.3) Bushfire

This land is not in a designated bushfire- prone area under Section 192A of the Building Act 1993.

The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2006 through application of the Building Code of Australia

(3.4) Planning Scheme

Attached is a certificate with the required specified information

4 NOTICES

(4.1) Notice Order Declaration Report of Recommendation:

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

No such Notice has been issued to the Vendors knowledge other than as may be detailed in the certificate attached

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(4.2) Agricultural Chemicals

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

None to the Vendors knowledge

(4.3) Compulsory Acquisition

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

None to the Vendors knowledge

5. BUILDING PERMITS

Particulars of any Building Permit issued under the Building Act 1993 in the preceding seven years (required only where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge other than as may be detailed in the certificate attached.

6 OWNERS CORPORATION

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

(6.1) Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with Section 151 of the Owners Corporation Act 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Clause 7 does not apply to this property.

8. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT ACT)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate.	220.4
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

8 SERVICES

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

Electricity supply	<input type="checkbox"/>
Gas supply	<input checked="" type="checkbox"/>
Water supply	<input checked="" type="checkbox"/>
Sewerage	<input checked="" type="checkbox"/>
Telephone services	<input checked="" type="checkbox"/>

9 TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958 a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

10 ENERGY INFORMATION DISCLOSURE

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m² (but does not include a building under a strata title system or if an occupancy permit has issued in the last 2 years)

Not applicable

Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Vendor's Statement for convenience.

Date of this Statement

	/		/	
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Name of the Vendor

NFC NOMINEES PTY LTD (A.C.N. 096 921 872)
(As Trustee for the Mary Tudor Unit Trust)

Signature of the Vendor

X
BRADLEY JOHN O'HARA
(Director)

X
FIONA JUSTINE MILNES
(Director)

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

Date of this acknowledgment

	/		/	
--	---	--	---	--

Name/s of the Purchaser

--

Signature/s of the Purchaser

X



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

Certificate No: CTLI/06549/2024
Property No: 234323
Issue Date: 10/10/2024

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.

**Dye And Durham
550 Bourke Street MELBOURNE VIC 3000**

Your Ref:

<u>Property</u>	<u>Title Details</u>
328/1 QUEENS ROAD MELBOURNE VIC 3004	Lot 328 PS500424G V10667 F232

Level of Valuation Date: 1/1/2024

Valuation Effective Date: 1/7/2024

Site Value	Capital Improved Value	Net Annual Value
\$30,000	\$110,000	\$11,500

1/7/2024 to 30/6/2025

Opening Balance at 1/7/2024	\$ 0.00
General Rates	\$ 226.35
Waste Bin Charge	\$ 203.60
Fire Services Property Levy	\$ 340.00
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ -193.95
Other Outstanding Charges/Property Debt	\$ 0.00
Total Due	\$ 576.00

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

PEXA Payments Biller Code: 356899 Reference: 2039 0742 2343 237

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/06549/2024
Property No: 234323
Issue Date: 10/10/2024

ABN 21 762 977 945

PARKING PERMITS

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

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 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

Property Clearance Certificate

Land Tax



MAHONS WITH YUNCKEN & YUNCKEN VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	85728194:126382399
Certificate No:	80194637
Issue Date:	04 OCT 2024
Enquiries:	ESYSPROD

Land Address: SUITE 328, 1 QUEENS ROAD MELBOURNE VIC 3004

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29708211	328	500424	10667	232	\$346.98

Vendor: NFC NOMINEES PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MARY TUDOR UNIT TRUST	2024	\$30,000	\$346.98	\$0.00	\$346.98

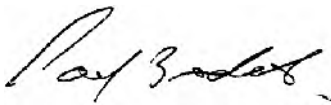
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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:	\$115,000
SITE VALUE:	\$30,000
CURRENT LAND TAX CHARGE:	\$346.98



Notes to Certificate - Land Tax

Certificate No: 80194637

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$30,000

Calculated as \$0 plus (\$30,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80194637

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: 80194637

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

Commercial and Industrial Property Tax



MAHONS WITH YUNCKEN & YUNCKEN VIA DYE & DURHAM PROPERTY PTY	Your Reference:	85728194:126382399
LEVEL 20, 535 BOURKE STREET	Certificate No:	80194637
MELBOURNE VIC 3000	Issue Date:	04 OCT 2024
	Enquires:	ESYSPROD

Land Address: SUITE 328, 1 QUEENS ROAD MELBOURNE VIC 3004					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
29708211	328	500424	10667	232	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
220.4	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$115,000
SITE VALUE:	\$30,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80194637

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate 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. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



MAHONS WITH YUNCKEN & YUNCKEN VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	85728194:126382399
Certificate No:	80194637
Issue Date:	04 OCT 2024

Land Address: SUITE 328, 1 QUEENS ROAD MELBOURNE VIC 3004

Lot	Plan	Volume	Folio
328	500424	10667	232

Vendor: NFC NOMINEES PTY LTD
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80194637

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 80194632</div></div><div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div></div>	<div><div><div>CARD</div><div></div><div>Ref: 80194632</div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div></div>	<div><div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div></div>
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SAI GLOBAL - PSP
E-mail:
property.certificates@dyedurham.com

Statement for property:
UNIT 328 LOT 328 1 QUEENS ROAD
MELBOURNE 3004
328 PS 500424

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
08A//03336/01189	85728194:126382400	04 OCTOBER 2024	47718707

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	01/10/2024 to 31/12/2024	\$21.79
Melbourne Water Corporation Total Service Charges	01/10/2024 to 31/12/2024	\$45.85

(b) By South East Water

Subtotal Service Charges	\$67.64
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TOTAL UNPAID BALANCE	\$67.64
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- 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.
- 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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.

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.

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.

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

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.

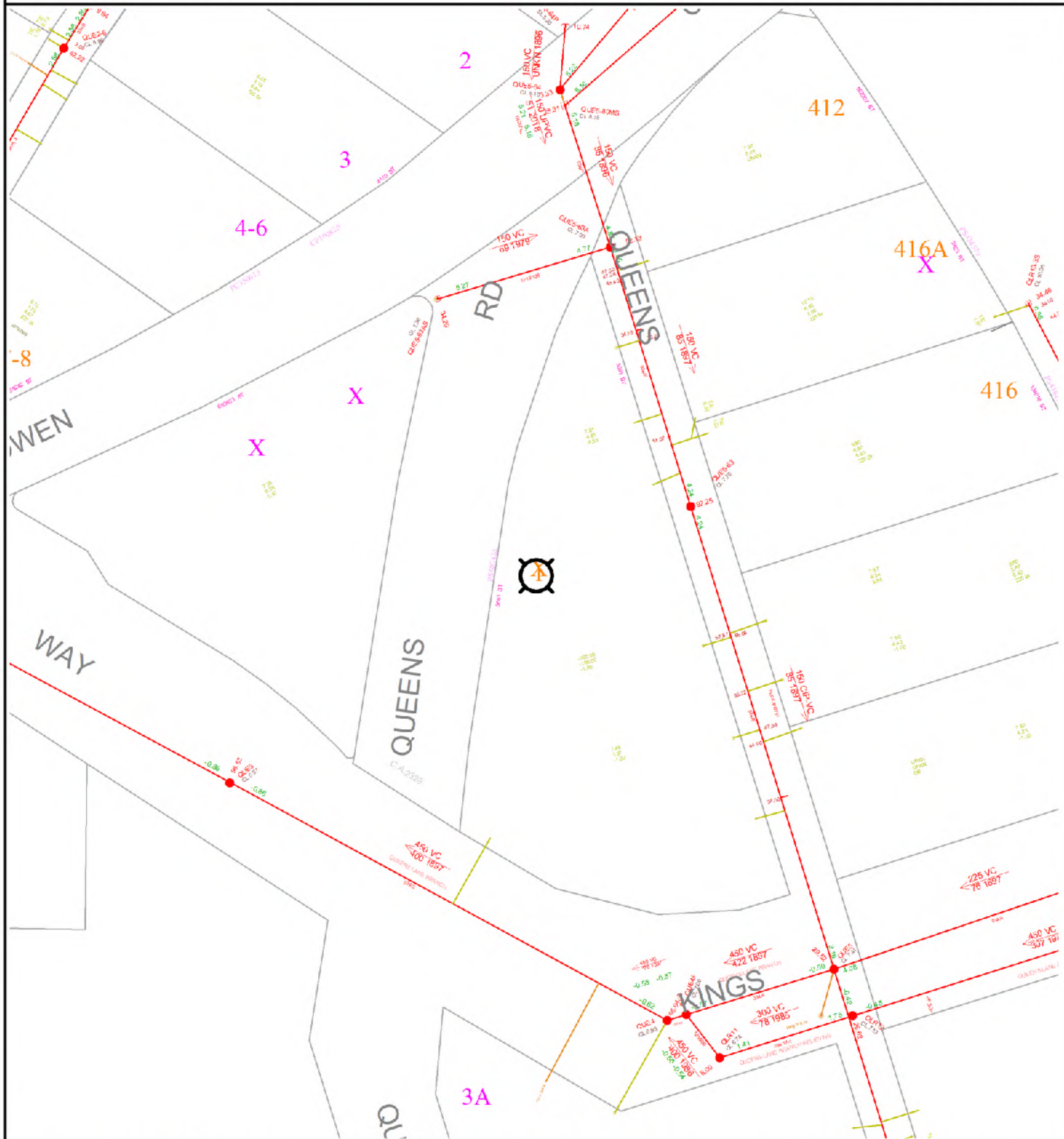
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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



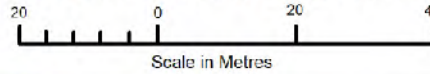
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

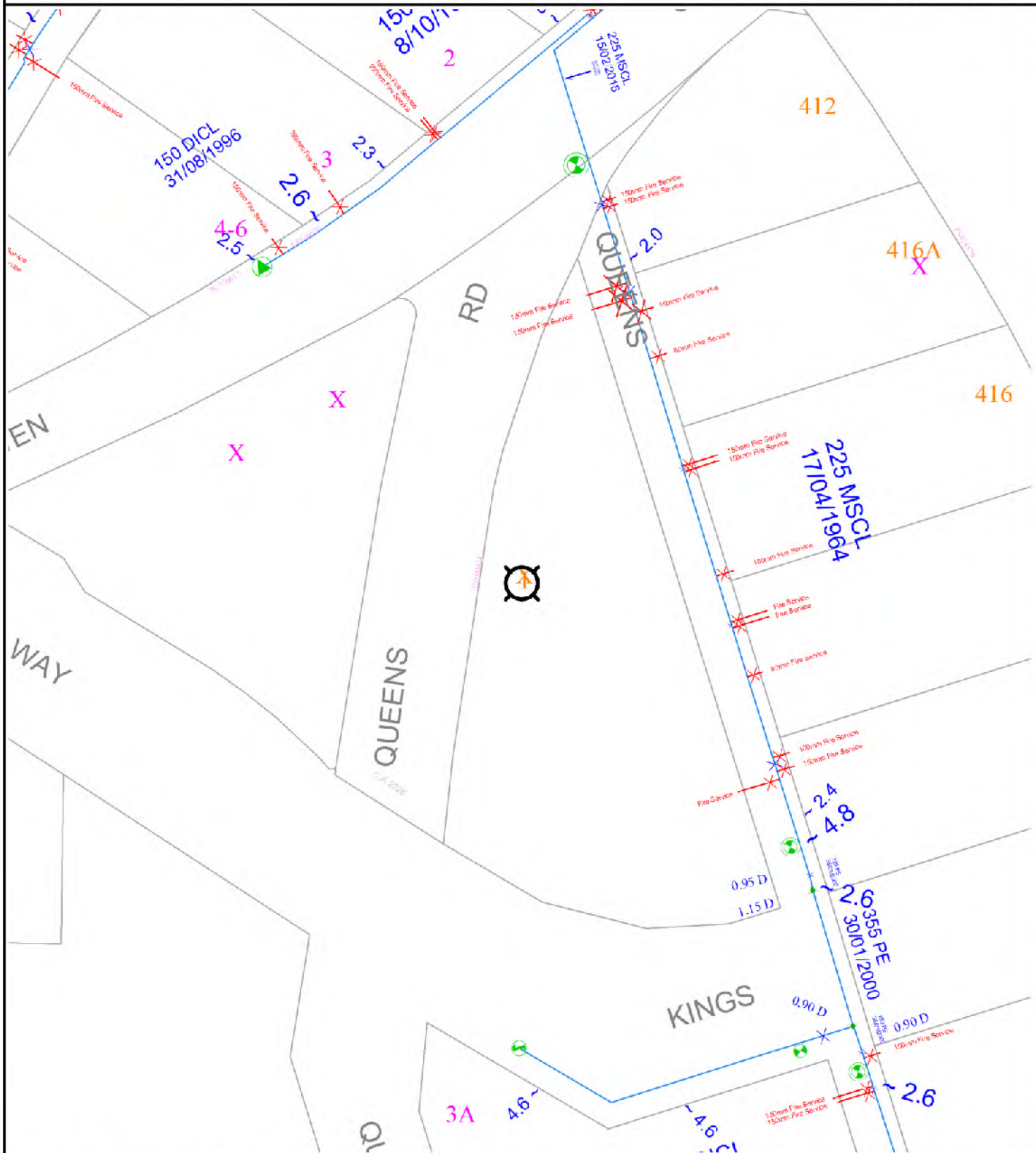


Property: Lot 328 UNIT 328 1 QUEENS ROAD MELBOURNE 3004

Case Number: 47718707



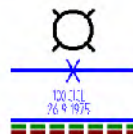
Date: 04OCTOBER2024



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement

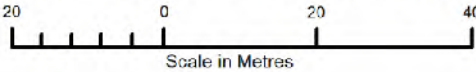


- Subject Property
- Water Main Valve
- Water Main & Services

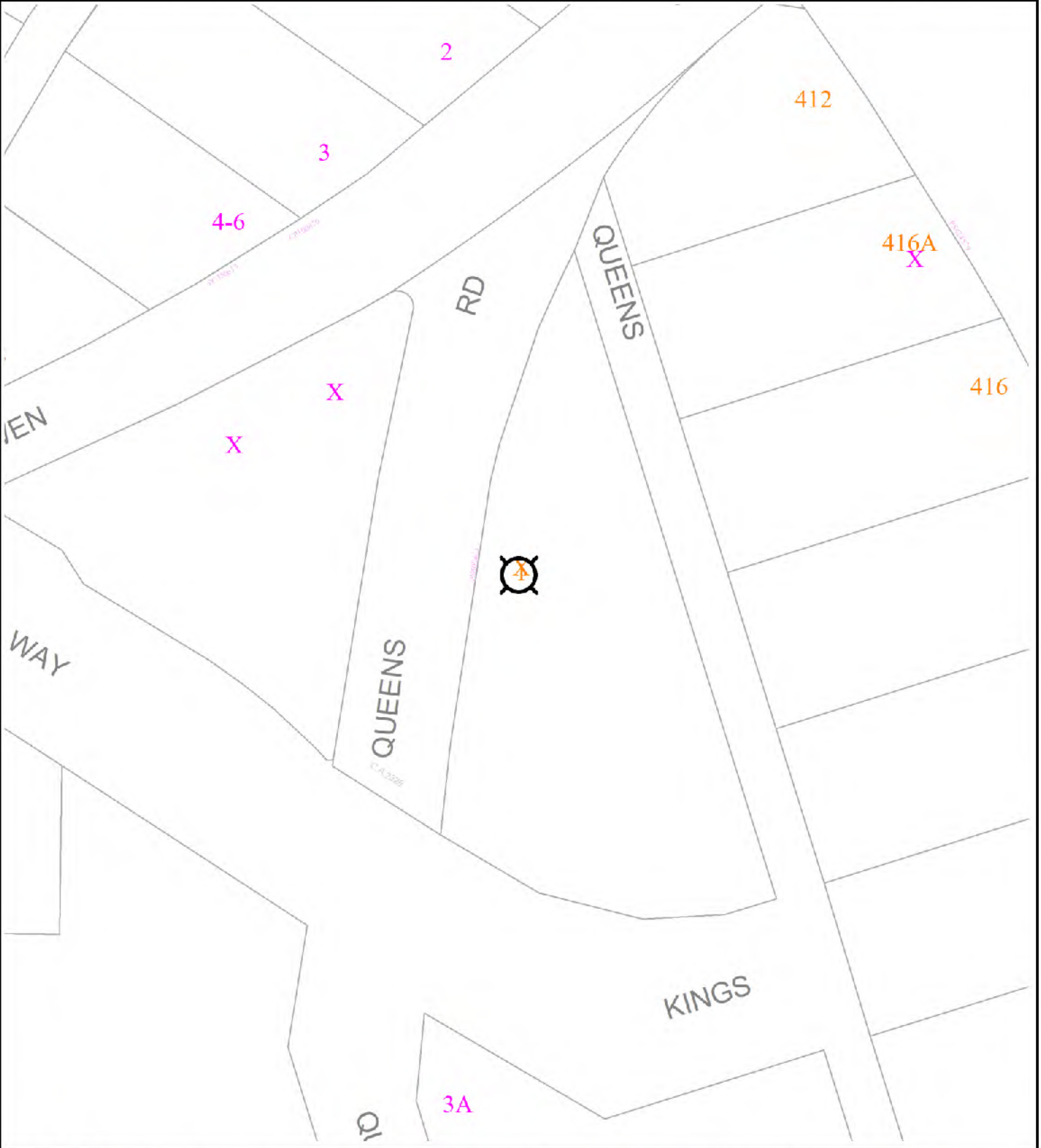
- Hydrant
- Fireplug/Washout
- Offset from Boundary



Case Number: 47718707



Date: 04OCTOBER2024



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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye Durham
Suite 1, Level 3, 550 Bourke Street Melbourne VIC 3001
MELBOURNE 3001

Client Reference: 85728194 126382397

NO PROPOSALS. As at the 7th October 2024, 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®.

Unit 328 1 QUEENS ROAD, MELBOURNE 3004
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: 7th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74482474 - 74482474130837 '85728194
126382397'

PROPERTY REPORT

From www.land.vic.gov.au at 22 October 2024 04:12 PM

PROPERTY DETAILS

Address: **328/1 QUEENS ROAD MELBOURNE 3004**

Lot and Plan Number: **Lot 328 PS500424**

Standard Parcel Identifier (SPI): **328\PS500424**

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

Council Property Number: **234323**

Directory Reference: **Melway 2K K3**

www.portphillip.vic.gov.au

Note: There are 682 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: 4374 sq. m

Perimeter: 309 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: **PRAHRAN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the 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



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 22 October 2024 04:12 PM

PROPERTY DETAILS

Address: **328/1 QUEENS ROAD MELBOURNE 3004**

Lot and Plan Number: **Lot 328 PS500424**

Standard Parcel Identifier (SPI): **328\PS500424**

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

Council Property Number: **234323**

Planning Scheme: **Port Phillip**

Directory Reference: **Melway 2K K3**

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: **PRAHRAN**

OTHER

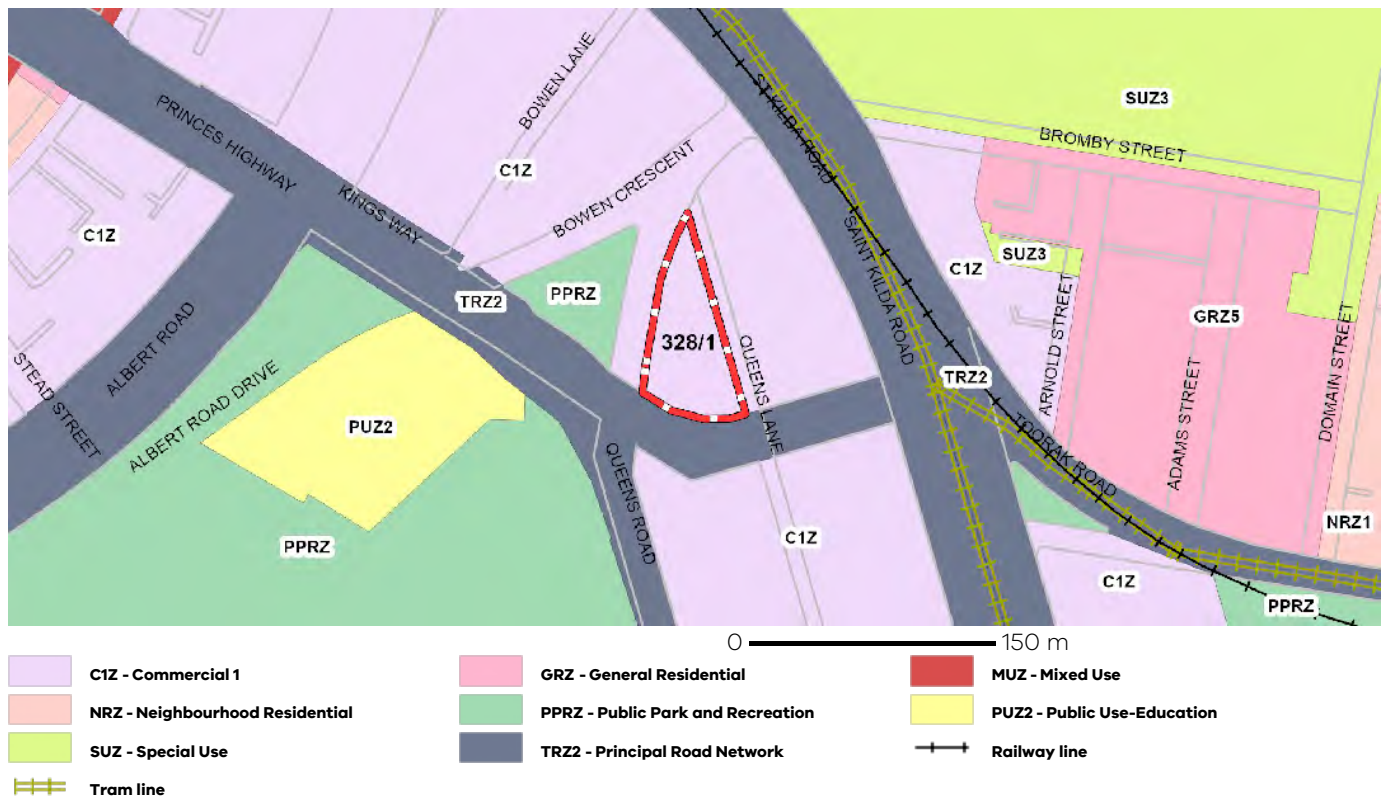
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\) \(PORT PHILLIP\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\) \(PORT PHILLIP\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 328/1 QUEENS ROAD MELBOURNE 3004

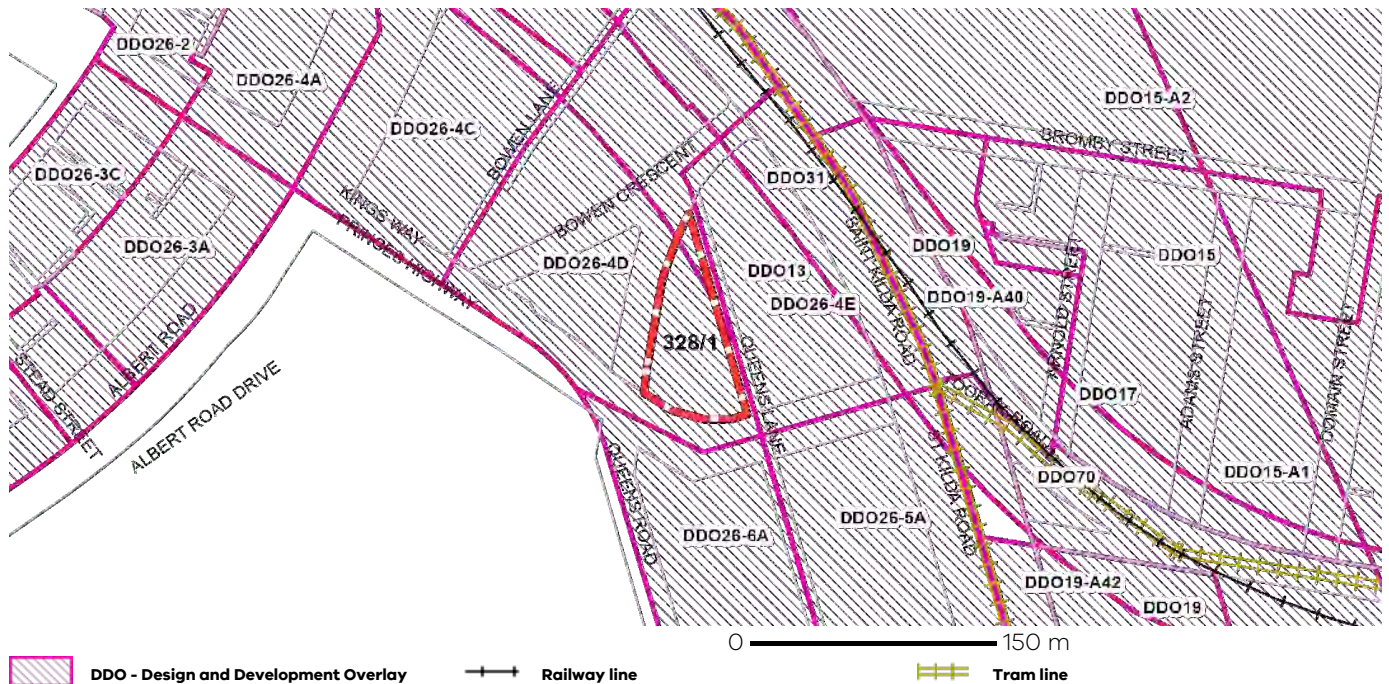
Page 1 of 4

Planning Overlays

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

[DESIGN AND DEVELOPMENT OVERLAY – SCHEDULE 13 \(DDO13\) \(PORT PHILLIP\)](#)

[DESIGN AND DEVELOPMENT OVERLAY – SCHEDULE 26-4D \(DDO26-4D\) \(PORT PHILLIP\)](#)



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

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(MELBOURNE\)](#)

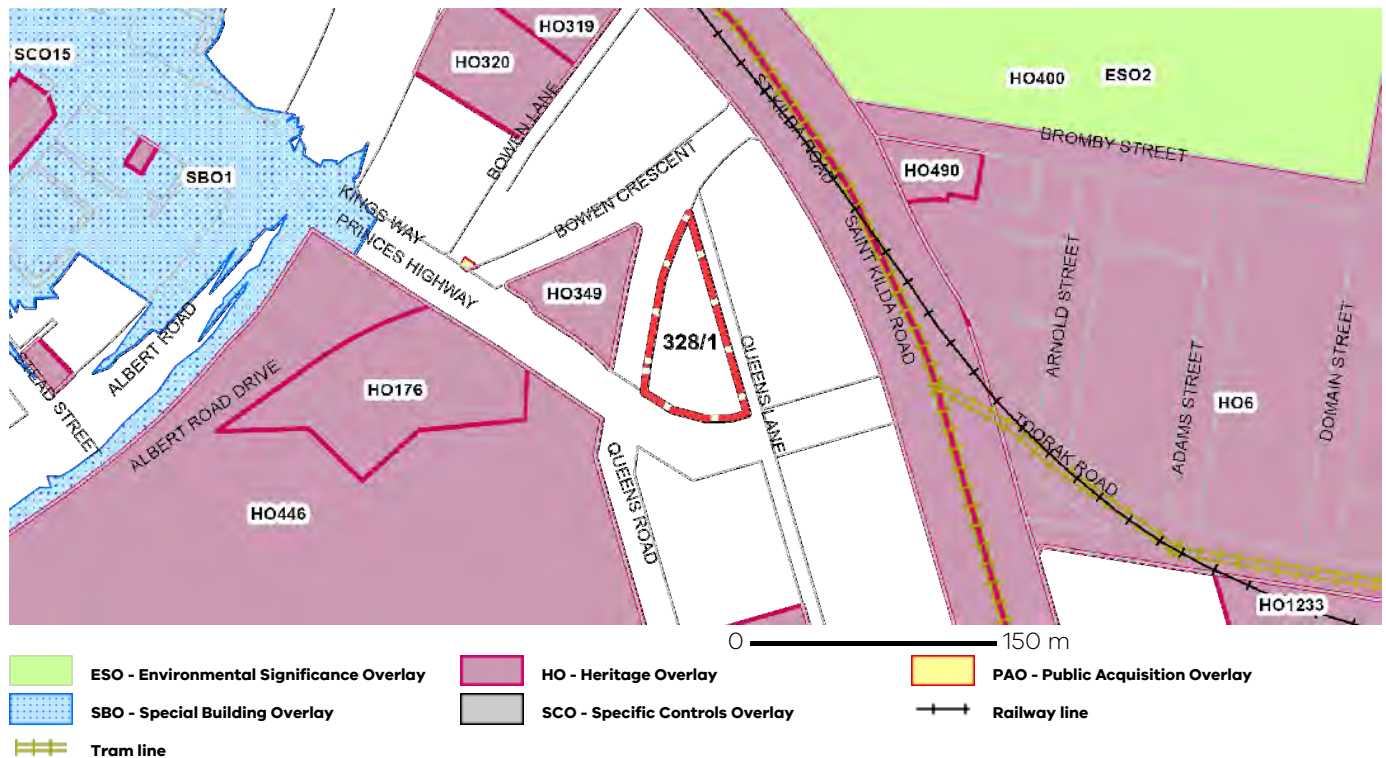
[HERITAGE OVERLAY \(HO\) \(PORT PHILLIP\)](#)

[HERITAGE OVERLAY \(HO\) \(MELBOURNE\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(PORT PHILLIP\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\) \(PORT PHILLIP\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(PORT PHILLIP\)](#)



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

Further Planning Information

Planning scheme data last updated on 16 October 2024.

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>

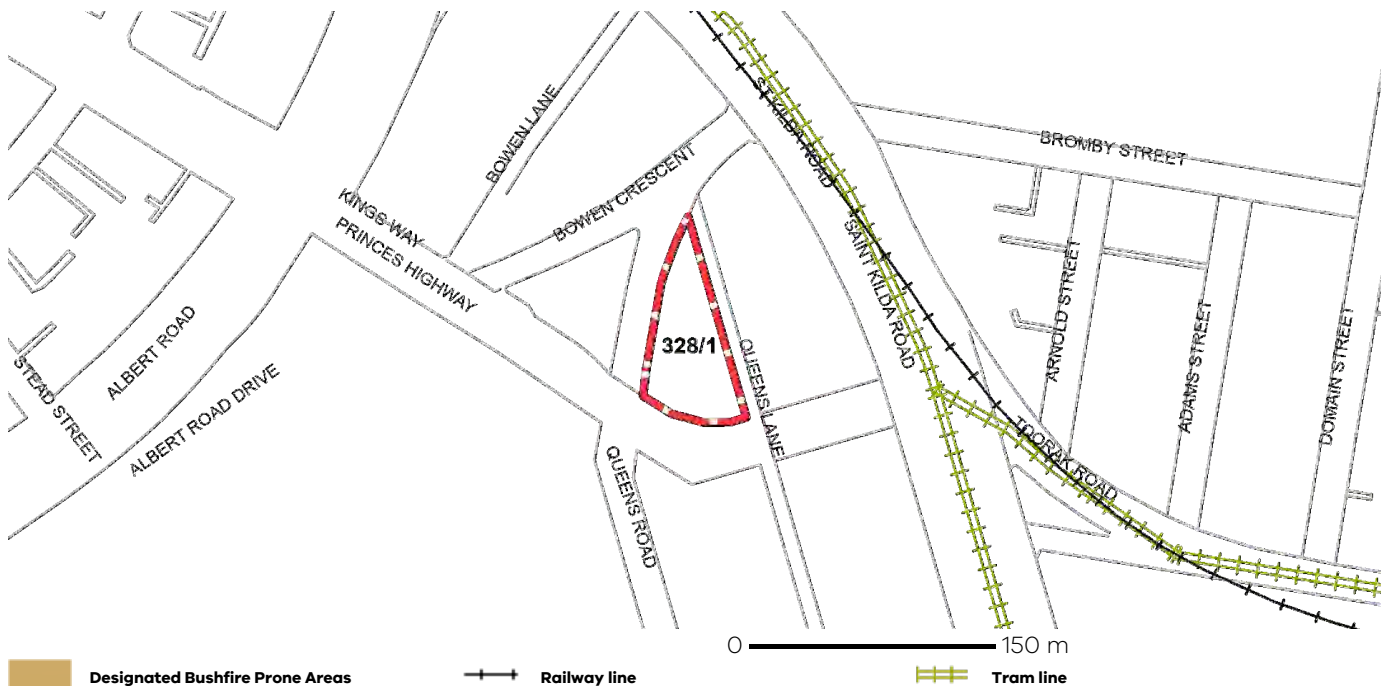
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)



Planning Certificate



PROPERTY DETAILS

Property Address: 328 1 QUEENS ROAD MELBOURNE VIC 3004
Title Particulars: Vol 10667 Fol 330
Vendor: NFC NOMINEES PTY LTD
Purchaser: N/A

Certificate No: 126382396

Date: 04/10/2024
Matter Ref: 85728194
Client: Mahons with
Yuncken & Yuncken



MUNICIPALITY

PORT PHILLIP



PLANNING SCHEME

PORT PHILLIP PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

PORT PHILLIP CITY COUNCIL / THE MINISTER FOR PLANNING / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



ZONES

COMMERCIAL 1 ZONE



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

ABUTS A TRANSPORT ZONE 2 (KINGS WAY)



APPLICABLE OVERLAYS

PART DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-4D

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

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

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PORT PHILLIP PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2, and 3 of Part 4 and Part 4AA of the Act and for matters required by a permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority in relation to:

- Land in the Fishermans Bend Urban Renewal Area as shown in Maps 1 and 2 for matters limited to one or more of the following:
 - Development with a building height of 4 storeys or greater.
 - Use and/or development for 60 or more dwellings.
 - Use and/or development with a gross floor area exceeding 10,000 square metres.
 - Use and/or development where any part of the land is owned by a public authority and/or municipal council and the estimated cost of development is more than \$10,000,000.

Victorian Planning Authority (formerly Growth Areas Authority, or the Metropolitan Planning Authority) is the responsible authority for 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 as shown in Map 3.

Despite anything to the contrary stated in this schedule, the Port Phillip City Council is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Port Phillip and is the responsible authority in relation to all permits that were issued by Port Phillip City Council prior to 5 July 2012 in relation to land that is included in the Fishermans Bend Urban Renewal Area as shown in Map 3.

PLANNING ZONES MAP



ZONING

- C1Z - COMMERCIAL 1 ZONE
- C1Z - COMMERCIAL 1 ZONE
- GRZ5 - GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- PPRZ - PUBLIC PARK AND RECREATION ZONE
- PPRZ - PUBLIC PARK AND RECREATION ZONE
- PUZ2 - PUBLIC USE ZONE - EDUCATION
- SUZ3 - SPECIAL USE ZONE - SCHEDULE 3
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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Your Ref: CTPI/04012/2024
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(1)

04 October 2024

Dye & Durham Property Pty Ltd
PO Box 5420
SYDNEY NSW 2001

Dear Sir/Madam,

RE: Building Information Details for 328/1 QUEENS ROAD MELBOURNE VIC 3004

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

The following Building Permits have been issued for this property in the last 10 years:

Council Reference Number	Date Issued	Description
P/1200/2017	24 Nov 2017	New doors, partitions, operable wall, electrical fit-off and re-arrangement of services to suit new layout
P/142/2020	18 Feb 2020	Shop Fitout for MOMO Sushi
P/456/2020	10 Jun 2020	Suite 1036 & 1038 tenancy fitout
P/163/2015	16 Jan 2015	Fit out to kiosk - Non structural
P/681/2016	10 Jun 2016	Office alterations -Level 14, bp 1064-2016-1544
P/1016/2016	29 Jul 2016	Internal office fit-out
P/451/2017	17 May 2017	Proposed Construction of Full Height Wall Between Tenancies 918 & 920
P/490/2017	10 May 2017	Internal alterations to existing office
B/508/2017	26 Jun 2017	Alterations to an existing building
B/508/2017/A	16 Aug 2017	Architectural amendment - Alterations to an existing building
P/671/2020	31 Aug 2020	Retail Tenancy Fitout

The following Certificates of Final Inspection have been issued for this property in the last 10 years:

Council Reference Number	Date Issued
P/163/2015	06 Feb 2015
P/681/2016	28 Nov 2016
P/451/2017	17 May 2017
B/508/2017	23 Aug 2017



P/671/2020

09 Dec 2020

There are no Occupancy Permits issued for this property within the last 10 years.

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,

A handwritten signature in blue ink, appearing to read "Bill Yannelis".

Bill Yannelis
Municipal Building Surveyor

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &
Regulation 11 Owners Corporations Regulations 2018

Owners Corporation No: **Plan of Subdivision No. 500424G**
1 Queens Road Melbourne VIC 3004

Vendor: **NFC NOMINEES PTY LTD**

Purchaser:

Reference:

Applicant for the Certificate is: **Mahons with Yuncken & Yuncken via
Dye & Durham**

Address for delivery of Certificate: **property.certificates@dyedurham.com**

Date the application was received: **7th October, 2024**

The information on this certificate was issued on: **15th October, 2024**

This certificate is issued for **Lot 328** on Plan No **500424G** the postal address of which is **Unit 328 / 1 Queens Rd, St Kilda Rd Towers, Melbourne, VIC 3004**

1. The present fees for the above lot are **\$6,951.27** per annum inclusive of GST; paid quarterly on 1 July, 1 October, 1 January & 1 April each year.

Admin Fund (P.A.)	\$4,914.02
Maintenance Fund (P.A.)	\$2,037.25

2. 2.1 Admin Fund Fees are currently paid to **30th September, 2024**
2.2 Maintenance Fund Fees are currently paid to **30th September, 2024**

3. 3.1 Unpaid fees and levies, including GST and interest now total

Administrative Fund

Quarterly Levy (01/10/24 – 31/12/24)	\$1,228.50
Interest owing	\$0.00
Total amount owing	\$1,228.50

Maintenance Fund

Quarterly Levy (01/10/24 – 31/12/24)	\$477.41
Interest owing	\$0.00
Total amount owing	\$477.41

Total amount **\$1,705.91**

3.2 Prepaid levies including GST now total

Amount Prepaid **\$0.00**

***** Payment Details *****

Biller code **96503**
Reference Number **29649167317514**

Payment Note ; Where there are any arrears or fees owing for the Lot, please confirm current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees, legal fees and interest will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.

4. The following special fees or levies will be struck and will become due and payable:
None to our knowledge at this time however they may be raised in coming months to cover the costs of the air conditioner system replacement
5. The Owners Corporation has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
None to our knowledge save for possible air conditioning replacement

Interest on arrears:

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:

NAME OF COMPANY	CHUBB
POLICY NUMBER	93207938
BUILDING	187,431,760.00
COMMON CONTENTS	1,874,317.00
MACHINERY BREAKDOWN	100,000.00
CONSEQUENTIAL LOSS	108,710,420.00
PROPERTY DAMAGE & CONSEQUENTIAL LOSS INSURANCE	298,016,497.00
CRIME INSURANCE	100,000.00
GENERAL LIABILITY (PERSONAL INJURY & PROPERTY DAMAGE)	30,000,000.00
ENVIRONMENTAL IMPAIRMENT LIABILITY	250,000.00
MANAGEMENT COMMITTEE LIABILITY	2,000,000.00
AUDIT EXPENSE	30,000.00
LOSS OF RENT/TEMP AC	107,634,080.00
VOLUNTARY WORKERS (ACCIDENT)	100,000.00
RENEWAL DATE	01/07/2025

7. The members of the Owners Corporation resolved that the members may arrange their own insurance cover under section 63 of the Act
Not Applicable
8. Total funds held by Owners Corporation (including any investment accounts):
\$4,152,109.45
9. The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following
See item 10 – Proposed works to replace air conditioning system for circa \$10 million.
10. The Owners Corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
 1. Lease OC - APBC P/L dated 6/10/2003 re L1, L2, L4A, L5A, L6, L7, L8, L9, L10, L11A, L12, L13.
 2. Lease OC - APBC P/L dated 5/3/2003 re 1B.
 3. Lease OC - APBC P/L dated 5/3/2003 re ATM Machine on Common Area.
 4. Lease OC - APBC P/L dated 5/3/2003 re Southern End Levels 1-14.
 5. Lease OC - APBC P/L dated 5/3/2003 re Signage and Naming Rights.
 6. Lease OC - APBC P/L dated 5/3/2003 re Storage Level 14.
 7. Lease OC - Kongari Asset Management P/L dated 19/9/2005 re Offices 8th Floor.
 8. Lease OC - APBC P/L dated 7/8/2002 re L4.
 9. Lease OC - APBC P/L dated 7/8/2002 re L3, L4, L5, L6, L7, L8, L9, L10, L11, L12.
 10. Lease OC - APBC P/L dated 7/8/2002 re AR Park Levels A, B1, B2, B3, B4, B5, B6.
 11. Lease OC-APBC P/L dated 3/12/2019 re Moveables

Note: The Owners Corporation is currently reviewing these leases and licenses. A Special Resolution will be presented to the owners via an upcoming email Ballot to amend the leases and licenses affecting the common areas.
Some will be renewed whilst others rescinded as expired.
An email Ballot is scheduled to take place shortly to determine above.
11. The Owners Corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
None to our knowledge.
12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following.
None to our knowledge
13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following.
Various VCAT applications for collection of arrears
14. The Owners Corporation has resolved to appoint AOCM Pty Ltd as Manager whose postal address is Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC 3004
15. No appointment or proposal has been made for the appointment of an Administrator except as follows:
None to our knowledge

16. A copy of the rules of the Owners Corporation is attached.
17. A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
18. A copy of the Minutes of the most recent Annual General Meeting of the Owners Corporation is attached
19. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 13 above. Prescribed fees will apply for the provision of a copy of any document
20. **Outstanding Matters**
 The Owners Corporation is currently considering the cost of replacement of the air conditioning system as the current system is reaching its end of life.
 The Owners Corporation is seeking approval from the owners via an in progress Email Ballot to approve the obtaining a loan of circa \$10million to finance this project.
 No final vote has yet to be made as the Ballot is still in progress and to be determined.

The Email Ballot is scheduled complete on 31-10-2024 to determine these costs and the Special Levies that will be raised.

Owners Corporation Act Victoria 2006 Section 151 - The Common Seal of Owners Corporation Plan No 500424G, 1 Queens Road, Melbourne was hereunto affixed in the presence of Australian Owners Corporation Pty Ltd.

DATED: 15th October, 2024


 Ethan Gamage



Owners Corporation Manager



*Suite 1118, Level 11, 1 Queens Road,
 Melbourne, Victoria, 3004*

Owners Corporation Certificate Notes:

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

**Minutes of the Annual General Meeting
Owners Corporation Plan 500424G
1 Queens Rd Melbourne**

Minutes of the Annual General Meeting of Members held

On	30th May 2023
At	level 1 Mornington Boardroom 1 Queens rd Melbourne
At	6.00 pm

1. Office Bearers

1.1 Returning Officer

Motion: Members resolved to appoint Ben Strimling of AOCM PTY LTD to be the returning officer for the meeting.

Moved: Matthew Toms
Seconded: Mark Edwards
Votes in favour 177
Votes Against 0
Abstentions 7
Motion carried.

1.2 Chairperson

Motion: Members resolved that Duncan McFarlane be appointed as chairperson for the meeting.

Moved: Malcolm Sloan
Seconded: Matthew Toms
Votes in favour 167
Votes Against 48
Abstentions 4
Motion carried.

2. Recording of the meeting

Motion: Members resolved to record the meeting.

Moved: Duncan McFarlane
Seconded: Mark Edwards
Votes in favour 222
Votes Against 0
Abstentions 0
Motion carried.

3. Minute taker

Motion: Members resolved that Danielle Strimling be appointed to take minutes for the meeting.

Moved: Duncan McFarlane

Seconded: Gianni Zagame

Votes in favour 170

Votes Against 44

Abstentions 8

Motion carried.

4. Voting Procedure

The matter of voting options were discussed by the members. Danielle Strimling explained the option of calling a poll and the process required should owners wish to proceed in this manner.

It was agreed that motions 1.1, 1.2, 2 and 3 above will stand as voted.

Sally Kincaid proposed an amendment to the resolution contained in the agenda. Members agreed to include the amendment as highlighted below.

Motion: Members resolved to adopt the procedure that voting at this Annual General Meeting will be conducted by members using voting cards and on the basis of one vote per lot **unless a poll vote is called for on a specific motion.**

Members further resolved that **Special Resolutions will be voted upon in accordance with the Owners Corporation Act 2006 calculated on lot entitlements as opposed to one vote per lot.**

Moved: Matthew Toms

Seconded: Emmanuel Guignard

Motion carried unanimously with no objections or abstentions.

5. Meeting protocol

Motion: Members resolved to approve and adopt the meeting protocol tabled at the meeting.

Moved: Duncan McFarlane

Seconded: Mark Edwards

Votes in favour 179

Votes Against 30

Abstentions 12

Motion carried.

6.Members in Attendance

Ben Strimling reported to the meeting the following members were in attendance.

Lot	Owner name
A19	Duncan McFarlane
T25	Jessica Luo
Lot 810	David Schneider
Lot 923	Adam Lacy
Lot 1009	Kim Dowse
Lot 1018	Brian Hall
Lot 1501	Christopher Lester
Lot 1502	Christopher Lester
Lot 1506	Jude Deville
Lot 1509	Adrian Davis
Lot 1512	Dale Reeves

The following additional **non-members were in attendance:**

- i. Danielle Strimling AOCM PTY LTD
- ii. Ben Strimling AOCM PTY LTD
- iii. Simone Petrilli AOCM PTY LTD
- iv. James Abrams

7. Proxies Ben Strimling reported to the meeting the following members were represented at the meeting by Proxy:

Lot	Owner's contact name	Proxy/Nominee name
1B	Asian Pacific Building Corporation	Gianni Zagame-Romas
PA1	Asian Pacific Building Corporation	Gianni Zagame-Romas
A1	Asian Pacific Building Corporation	Gianni Zagame-Romas
A10	Asian Pacific Building Corporation	Gianni Zagame-Romas
A11	Asian Pacific Building Corporation	Gianni Zagame-Romas
A12	Asian Pacific Building Corporation	Gianni Zagame-Romas
A13	Asian Pacific Building Corporation	Gianni Zagame-Romas
A14	Asian Pacific Building Corporation	Gianni Zagame-Romas
A16	Asian Pacific Building Corporation	Gianni Zagame-Romas
A17	Asian Pacific Building Corporation	Gianni Zagame-Romas
A18	Asian Pacific Building Corporation	Gianni Zagame-Romas
A2	Asian Pacific Building Corporation	Gianni Zagame-Romas
A20	Asian Pacific Building Corporation	Gianni Zagame-Romas
A21	Asian Pacific Building Corporation	Gianni Zagame-Romas
A22	Asian Pacific Building Corporation	Gianni Zagame-Romas
A23	Asian Pacific Building Corporation	Gianni Zagame-Romas
A24	Asian Pacific Building Corporation	Gianni Zagame-Romas
A25	Asian Pacific Building Corporation	Gianni Zagame-Romas
A26	Asian Pacific Building Corporation	Gianni Zagame-Romas
A27	Asian Pacific Building Corporation	Gianni Zagame-Romas
A28	Asian Pacific Building Corporation	Gianni Zagame-Romas
A29	Asian Pacific Building Corporation	Gianni Zagame-Romas

A3	Asian Pacific Building Corporation	Gianni Zagame-Romas
A4	Asian Pacific Building Corporation	Gianni Zagame-Romas
A5	Asian Pacific Building Corporation	Gianni Zagame-Romas
A6	Asian Pacific Building Corporation	Gianni Zagame-Romas
A7	Asian Pacific Building Corporation	Gianni Zagame-Romas
A8	Asian Pacific Building Corporation	Gianni Zagame-Romas
A9	Asian Pacific Building Corporation	Gianni Zagame-Romas
B10	Zhong Hua Fang Da (International) Holdings Enterprise Limited	Ken Kwang Chang
B11	Zhong Hua Fang Da (International) Holdings Enterprise Limited	Ken Kwang Chang
B17	Zhong Hua Fang Da (International) Holdings Enterprise Limited	Ken Kwang Chang
B18	Zhong Hua Fang Da (International) Holdings Enterprise Limited	Ken Kwang Chang
B19	Maria Garcia & Robert Karaoutsadis (non-financial)	Cheryl Andrews
B24	DREAM PROPERTY HOLDINGS PTY LTD	Duncan McFarlane
t	DREAM PROPERTY HOLDINGS PTY LTD	Duncan McFarlane
B26	DREAM PROPERTY HOLDINGS PTY LTD	Duncan McFarlane
B28	Asian Pacific Building Corporation	Gianni Zagame-Romas
C1	Asian Pacific Building Corporation	Gianni Zagame-Romas
C10	Asian Pacific Building Corporation	Gianni Zagame-Romas
C11	Asian Pacific Building Corporation	Gianni Zagame-Romas
C15	Malcolm Cameron	Leonard Abrams
C16	Malcolm Cameron	Leonard Abrams
C17	Malcolm Cameron	Leonard Abrams
C18	Malcolm Cameron	Leonard Abrams
C2	Asian Pacific Building Corporation	Gianni Zagame-Romas
C3	Asian Pacific Building Corporation	Gianni Zagame-Romas
C4	Asian Pacific Building Corporation	Gianni Zagame-Romas
C5	Asian Pacific Building Corporation	Gianni Zagame-Romas
C6	Asian Pacific Building Corporation	Gianni Zagame-Romas
C7	Asian Pacific Building Corporation	Gianni Zagame-Romas
C8	Asian Pacific Building Corporation	Gianni Zagame-Romas
C9	Asian Pacific Building Corporation	Gianni Zagame-Romas
H	Asian Pacific Building Corporation	Gianni Zagame-Romas
J	Asian Pacific Building Corporation	Gianni Zagame-Romas
P101	Asian Pacific Building Corporation	Gianni Zagame-Romas
P102	Asian Pacific Building Corporation	Gianni Zagame-Romas
P103	Asian Pacific Building Corporation	Gianni Zagame-Romas
P201	Asian Pacific Building Corporation	Gianni Zagame-Romas
P301	Asian Pacific Building Corporation	Gianni Zagame-Romas
P302	Asian Pacific Building Corporation	Gianni Zagame-Romas
P303	Asian Pacific Building Corporation	Gianni Zagame-Romas
P401	Asian Pacific Building Corporation	Gianni Zagame-Romas
P402	Asian Pacific Building Corporation	Gianni Zagame-Romas
P403	Asian Pacific Building Corporation	Gianni Zagame-Romas

P404	Asian Pacific Building Corporation	Gianni Zagame-Romas
P405	Asian Pacific Building Corporation	Gianni Zagame-Romas
P501	Asian Pacific Building Corporation	Gianni Zagame -Romas
P601	Asian Pacific Building Corporation	Gianni Zagame -Romas
T2	L&Z Family Pty Ltd	E-Lyn Tan
T10B	Conventus Super Management P/L	E-Lyn Tan
T10C	Conventus Super Management P/L	E-Lyn Tan
T13	Conventus Super Management P/L	E-Lyn Tan
T22	Asian Pacific Building Corporation	Gianni Zagame-Romas
T24	Heddie Nominees Pty Ltd	Brian J Davis
101	Serei Put	Lauren Palmer
102	JDC Prime Holdings P/L	Lauren Palmer
104	Lindsay J. & Sue Y. Brunton	E-lyn Tan
106	Brenton & Tanya Burr	Lauren Palmer
107	Anugerah Investments Pty Ltd	E-lyn Tan
109	Bare Co Pty Ltd	E-lyn Tan
117	Adriannus Henricus Johanes Bol	E-lyn Tan
120	Roots Property Pty Ltd	Lauren Palmer
139b	Asian Pacific Building Corporation	Lauren Palmer
140	Murphy Superannuation Pty Ltd	Lauren Palmer
142	Barbara Connor & Greg Morris	Lauren Palmer
143	Darren Peter Chalk	Lauren Palmer
147	Mr Dimitrios Michaelides	Lauren Palmer
161	Mr Dimitrios Michaelides	Lauren Palmer
201	DFP & Associates Pty Ltd	Gianni Zagame
203	John Grey McKenzie & Kathryn Anne McKenzie	Danielle Strimling
219	Steven Gorevski and Melodi Gorevski	Lauren Palmer
220	William Holland Whiting	E-lyn Tan
231	Davessica Property Pty Ltd	E-lyn Tan
233	Paul J. & Anne-Marie Williams	Lauren Palmer
236	Roots Property Pty Ltd	Lauren Palmer
242	Incrementum Unit Holdings Pl	Lauren Palmer
249	Contestabile Holdings Pty Ltd	Lauren Palmer
260	Malcolm Cameron	Leonard Abrams
302	David Ridley	Gianni Zagame-Romas
308	Low Doc Commercial Pty Ltd	Leonard Abrams
311	Skliros Enterprises PTY LTD (non-financial)	Lauren Palmer
331	Nelson Gordon Ehsman	Lauren Palmer
334	Khanh Le	E-lyn Tan
336	Karramarr Property Pty Ltd	Leonard Abrams
342	JDPL Investments Pty Ltd	Ben Strimling
344	Low Doc Commercial Pty Ltd	Leonard Abrams
349	Detering Nominees Pty Ltd	Lauren Palmer
350	Robert & Sherylynne Gaspar	Lauren Palmer
402	Karamarr Property Pty Ltd	Leonard Abrams

403	Davis Family Super Holdings Pty Ltd	Lauren Palmer
404	Rattray & Walker (Mornington) Pty Ltd	Gianni Zagame-Romas
410	J & E Ross Super Pty Ltd	Leonard Abrams
415	Ricky M. & Cindy PARKER	Lauren Palmer
432	Peter Spriggs	Leonard Abrams
436	Crestland Pty. Ltd.	Duncan McFarlane
443	Gavin B Syme Pty Ltd	Lauren Palmer
448	Prasanna Wijesekera	Lauren Palmer
501	Jabian Investments Pty Ltd	Gianni Zagame-Romas
511	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
512	D & B Ridley Pty Ltd	Gianni Zagame-Romas
517	Nelson Gordon Ehsman	Lauren Palmer
524	DFP & Associates Pty Ltd	Gianni Zagame-Romas
533	Mario Kuslijic	Lauren Palmer
534	Roots Property Pty Ltd	Lauren Palmer
535	Matthew Errol Buckle	Lauren Palmer
536	Monnaie Pty Ltd	Leonard Abrams
537	Frank & Melissa Failla	Lauren Palmer
542	Monnaie P/L as Trustee for Mansour Superannuation Fund	Leonard Abrams
544	Monnaie P/L	Leonard Abrams
601	Jin Joo Ko	Gianni Zagame-Romas
613	Brendon Ralston Farrell and Kylie Anne Farrell ATF Farrell Family Trust	Brendon Ralston Farrell
617	Wayne Leslie Neale	Lauren Palmer
618	DFP & Associates Pty Ltd	Gianni Zagame-Romas
628	Mong & Pheuang Keomanivong Diamond Super Fund	Joanne Filippone
630	Mong & Pheuang Keomanivong Diamond Super Fund	Joanne Filippone
646	Zhong Hua Fang Da (Internat)	Ken Kwang Chang
648	Zhong Hua Fang Da (Internat)	Ken Kwang Chang
649	Zhong Hua Fang Da (Internat)	Ken Kwang Chang
650	Zhong Hua Fang Da (Internat)	Ken Kwang Chang
702	Buellar Holdings PL	Caroline Miller
712	Low Doc Commercial Pty Ltd	Leonard Abrams
716	Jason Scott Shanks	Lauren Palmer
719	PEARLE INTERNATIONAL PTY LTD	Lauren Palmer
721	J & E Ross Super Pty Ltd	Leonard Abrams
723	J & E Ross Super Pty Ltd	Leonard Abrams
725	J & E Ross Super Pty Ltd	Leonard Abrams
730	Azda Pty Ltd	Lynne Lin
731	PG & RJ Holdings Pty Ltd	Lauren Palmer
732	Azda Pty Ltd	Lynne Lin
734	Gholomreza & Mary Ann GHAFURIAN	Lynne Lin
736	Zhou WY Pty Ltd/ Zhou Family Trust No.2	Jun Zhao
746	Fanghua Investments Pty Ltd	Lynne Lin
748	Fanghua Investments Pty Ltd	Lynne Lin

750	Fanghua Investments Pty Ltd	Lynne Lin
801	Zarko Andjic & Vera Andjic	Gianni Zagame-Romas
815	Stephen & Rhonda Craig	Lauren Palmer
819	Adil Bashir Chohan	Lauren Palmer
829	Michael Edwin and Leanne Beverley Scott	Gianni Zagame-Romas
832	Paul Maxwell & Sabrina Jane Catlin	Lauren Palmer
850	Asian Pacific Building Corporation	Cheryl Andrews
851	Asian Pacific Building Corporation	Matthew Toms
911	F & P Investment Guru P/L	Danielle Strimling
912	LOANS BY MANU ENTERPRISES PTY LTD	Emmanuel Guignard
916	Geoffrey W Pratt & Nicole M Smith	Lauren Palmer
927	Tan Kin Giou	Lauren Palmer
936	Kumarpanwar Pty Ltd	Lauren Palmer
938	Kumarpanwar Pty Ltd	Lauren Palmer
939	Mr Ahab Saada	Leonard Abrams
942	J. C. International Construction & Urban Design Pty. Ltd	Lauren Palmer
943	Gavin B.Syme Pty Ltd	Lauren Palmer
944	Sam Baraz	Lauren Palmer
1001	Loans by Manu Enterprises PTY LTD	Emmanuel Guignard
1017	Sreeram Palanan & Anju Karthik	Lauren Palmer
1036	Linda Edwards & Mark Edwards	Mark Edwards
1038	Linda Edwards & Mark Edwards	Mark Edwards
1040	Australian Society of Medical Imaging & Radiation Therapy	S Kincaid
1041	Australian Society of Medical Imaging & Radiation Therapy	S Kincaid
1042	Australian Society of Medical Imaging & Radiation Therapy	S Kincaid
1043	Australian Society of Medical Imaging & Radiation Therapy	S Kincaid
1044	Australian Society of Medical Imaging & Radiation Therapy	S Kincaid
1102	Circle 5 Management Pty Ltd	Duncan McFarlane
1103	Circle 5 Management Pty Ltd	Duncan McFarlane
1104	Konal Doshi	Leonard Abrams
1106	Phillip Thomas	E-Lyn Tan
1107	Isabel Margarita Rodriguez	Marcela Zamora
1108	ASGS Super Pty Ltd	Leonard Abrams
1110	Cheerful Prosperous Investments P/L	Leonard Abrams
1117	John Roland and Nongyao O'Donoghue	E-Lyn Tan
1126	Dababneh SMSF Pty Ltd	E-Lyn Tan
1140	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
1141	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
1142	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
1143	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
1144	Fortune Holding Group Pty Ltd	Gianni Zagame-Romas
1160	Hollyrood Pty Ltd	E-Lyn Tan

1202	Joy Thelma Riva	Duncan Mcfarlane
1204	Giovanni Gregorio David Manenti	Gianni Zagame-Romas
1206	ACG International Group P/L	Gianni Zagame-Romas
1208	Michael Cadden	E-Lyn Tan
1210	John Kevin & Jan Maree Richardson	E-Lyn Tan
1212	Adrian Woodberry & Sonia Shearer	E-Lyn Tan
1233	Mary Nicolazzo	E-Lyn Tan
1234	Love Wu Holding PTY LTD	Lynne Lin
1240	JDC Prime Holdings Pty Ltd	Lauren Palmer
1241A	LRJ Investments Pty Ltd	Luke Neesham
1401	Low Doc Commercial Pty Ltd	Leonard Abrams
1402	Strongcore Pty Ltd	E-Lyn Tan
1424	Anthony & Sonia Creer	Gianni Zagame-Romas
1426	Nicholas Oliver Newman	Gianni Zagame-Romas
1431	Adrian Graeme & Megan Louise Porter	Gianni Zagame-Romas
1440	DREAM PROPERTY HOLDINGS PTY LTD	Duncan Mcfarlane
1441	DREAM PROPERTY HOLDINGS PTY LTD	Duncan Mcfarlane
1443	Paul Damian Shaw	E-Lyn Tan
1444	BS Wilson Group Pty Ltd	Sally Wilson
1505	Walnut Enterprises Pty. Ltd.,	Leonard Abrams
1507	Malcolm Keith and Gayle Mary Sloan	Malcolm Sloan
1508	Dean and Sally Pty Ltd	Leonard Abrams
1511	PETER GERARD SPRIGGS	Leonard Abrams
1512	Dale Reeves	Leonard Abrams
1514	MALCOLM DAVID CAMERON	Leonard Abrams
1515	Dr Kenneth Brearley	Leonard Abrams

8.Apologies

Ben Strimling reported to the meeting all proxies are regarded as apologies.

Apologies were received from:

Lot 206
Lot 214
Lot 142
Lot 215
Lot 424
Lot 1117

9.Quorum

The Chairman tabled that a quorum was not achieved and accordingly all ordinary resolutions passed will be interim resolutions.

10. Minutes

The motion was tabled subject to the amendment **that the owners of lot 406 were not present at the meeting.**

Motion THAT subject to the amendment that the owners of lot 406 were not present at the meeting, the minutes of the last Annual General Meeting held on the 30th November 2021 be confirmed as a true and correct record of the proceedings of that meeting.

Moved: Matthew Toms
Seconded: Gianni Zagame
Votes in favour 202
Votes Against 0
Abstentions 14
Motion carried.

11. Committee Chairpersons Report

Note: Mr Leonard Abrams requested it be noted that in his view no matters of importance were included in the report.

Motion: That the members receive and adopt the Committee Chairpersons report.

Moved: Matthew Toms
Seconded: Mark Edwards
Votes in favour 165
Votes Against 34
Abstentions 23
Motion carried.

12. Facilities Managers Report

Motion: That the members receive and adopt the Facilities Managers report.

Moved: Mark Edwards
Seconded: Malcolm Sloan
Votes in favour 169
Votes Against 31
Abstentions 20
Motion carried.

13. Owners Corporation Managers Report

Motion: That the members receive and adopt the Owners Corporation Managers report.

Moved: Matthew Toms
Seconded: Gianni Zagame
Votes in favour 168
Votes Against 38
Abstentions 13
Motion carried.

Note a member requested Danielle Strimling to confirm that the report tabled was in accordance with the governance of the Owners Corporation Act 2006 and the amendments. Danielle Strimling confirmed this is the case.

Note: Mr Leonard Abrams requested it be noted that in his view no matters of importance were included in the report.

14. Complaints and Disputes Report

Motion: That the members receive and adopt the Complaints and Disputes report.

Moved: Malcolm Sloan

Seconded: Matthew Toms

Votes in favour 206

Votes Against 0

Abstentions 13

Motion carried.

15. FINANCIAL MATTERS

15.1 Auditors Report

Motion: THAT the Audit Report of the books for 1 July 2021 to 30 June 2022 as prepared by Pinnacle Accountants be received.

Members discussed the question of the audit. Leonard Abrams attempted to table a document but was advised he could not do so at this time and that the appropriate time would be in General Business. After discussion the members decided not to approve this resolution and instead the following resolution was tabled at the meeting.

Motion: THAT the books of account for the financial years ending in 2021, 2022 and 2023 (3 years) be the subject of a full general-purpose audit as prepared by Auditors appointed by the Owners Corporation Committee after receipt of quotes from three different audit practices.

Moved: Sally Kincaid

Seconded: Luke Neesham

Motion carried unanimously with no objections or abstentions.

15.2 Appointment of Auditor

Motion: THAT Pinnacle Accountants be appointed to conduct the audit of the books for 1 July 2021 to 30 June 2022.

As a result of the Motion passed in respect to 15.1 above the members decided not to pursue this resolution.

Motion: THAT Pinnacle Accountants are not appointed to conduct the audit of the books for 1 July 2021 to 30 June 2022

Moved: Sally Kincaid

Seconded: Luke Neesham

Motion carried unanimously with no objections or abstentions.

15.3 Income & Expenditure Statement and Balance Sheet 2021-2022

The Motion that the statement of income and expenditure and the balance sheet for the Owners Corporation PS 500424G for the year 1 July 2021 to 30 June 2022 was amended considering the decision to perform and audit (15.2)

Motion: THAT The statement of income and expenditure and the balance sheet for the Owners Corporation PS 500424G for the year 1 July 2021 to 30 June 2022 be postponed for approval to be voted upon at the next AGM.

Moved: Sally Kincaid

Seconded: Luke Neesham

Motion carried unanimously with no objections or abstentions.

Leonard Abrams addressed the meeting regarding the matter of certain arrears, the APTEL/5G communications agreement, the fiduciary duties of the OC Committee and the OC Manager.

Leonard Abrams handed out a document to a number of, but not all, members in attendance.

Matthew Toms provided the members with background to the Communications agreement and the negotiations with both Asian Pacific Building Corporation in 2017 and with 5GN in 2022 regarding the fees charged to the Owners Corporation.

Matthew Toms provided background to the concierge desk agreement.

Danielle Strimling reminded members that many documents are available for inspection in the Owners portal, alternatively requests can be made to request OC records from AOCM PTY LTD.

15.4 Administration Fund Budget 2022-2023

15.4.1 Motion: THAT members agreed to retain the order of the current agenda tabled and topics relating thereto and that other matters will be open to the floor for discussion under General business.

Moved: Matthew Toms

Seconded: Duncan McFarlane

Motion carried unanimously with no objections or abstentions.

15.4.2 Motion: THAT the proposed Administration fund budget for the Owners Corporation PS 500424G for the year 1 July 2022 to 30 June 2023 in the sum of \$2,730,000.00 be approved and adopted.

Moved: Matthew Toms

Seconded: Mark Edwards

Votes in favour 212

Votes Against 1

Abstentions 7

Motion carried.

15.4.3 Motion: THAT the fees for the Owners Corporation based on lot liability be due and payable quarterly in advance on 1 July 2022, 1 October 2022, 1 January 2023 and 1 April 2023 and continue to be collected at this rate until the next Annual General Meeting.

Moved: Matthew Toms

Seconded: Gianni Zagame

Motion carried unanimously with no objections or abstentions.

15.5 Maintenance Fund Budget 2022-2023

Motion: THAT the Owners Corporation PS 500424G resolve to collect \$1,060,900.00 (excluding GST) as a Maintenance Levy for the year 1 July 2022 to 30 June 2023 from members payable in quarterly instalments.

Moved: Matthew Toms

Seconded: Duncan McFarlane

Votes in favour 218

Votes Against 0

Abstentions 2

Motion carried.

15.6 Motion: THAT the fees for the Owners Corporation based on lot liability be due and payable quarterly in advance on 1 July 2022, 1 October 2022, 1 January 2023 and 1 April 2023 and continue to be collected at this rate until the next Annual General Meeting. As accounts have already been issued at the old rate, it is intended that any adjustment to owners' contributions will be included with the next scheduled fee notice due on 1 July 2023 issued to owners. The fees will remain at this level prior to the convening of the next AGM.

Moved: Mark Edwards

Seconded: Malcolm Sloan

Motion carried unanimously with no objections or abstentions.

16.1. PENALTY INTEREST ON ARREARS

Motion: THAT pursuant to S.29 of the Owners Corporation Act 2006, the Owners Corporation on Plan No. 500424G resolves to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 which is currently 10%. and that the committee and /or AOCM PTY LTD is empowered to amend the rate at which interest may be charged including deciding to charge no interest.

Moved: Gianni Zagame

Seconded: Matthew Toms

Motion carried unanimously with no objections or abstentions.

16.2 Motion: THAT the members receive and adopt the interest report.

Moved: Malcolm Sloan

Seconded: Mark Edwards

Motion carried unanimously with no objections or abstentions.

17 Power to Bring Legal Proceedings

The matter of the arrears due by Daikou Faigen Group PTY LTD and the legal process adopted was discussed.

17.1 Motion: THAT the Owners Corporation may bring legal proceedings, for recovery of outstanding fees, levies, charges and other monies due, against any member of the Owners Corporation, in VCAT or the Magistrates Court of Victoria. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees, charges and other money or to enforce the Rules of the Owners Corporation.

Moved: Matthew Toms

Seconded: Mark Edwards

Motion carried unanimously with no objections or abstentions.

17.2 Motion: THAT The Owners Corporation hereby resolves to delegate to the Committee full authority to give all appropriate instructions to the Owners Corporation's legal representatives to:

- i. commence and conduct such proceedings;
- ii. attend mediation or compulsory conference, for negotiations with any party; and
- iii. settle the proceedings, on appropriate terms and conditions, based upon legal advice.

Moved: Malcolm Sloan

Seconded: Matthew Toms

Motion carried unanimously with no objections or abstentions.

18. COST RECOVERY

18.1 Motion: THAT all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner, not limited to interest. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges.

Moved: Mark Edwards

Seconded: Malcolm Sloan

Motion carried unanimously with no objections or abstentions.

18.2 Motion: THAT all costs and expenses arising out of any breach by a Lot Owner, or an occupier of a lot, of an obligation imposed on that person under the Act, The Regulations or Rules, incurred by the Owners Corporation, including costs and charges payable by the Owners Corporation to the Manager or otherwise (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) shall be payable on an indemnity basis by any Lot owner in default or breach. The costs, charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Moved: Malcolm Sloan

Seconded: Matthew Toms

Motion carried unanimously with no objections or abstentions.

19. Special resolutions

Motion: THAT, as a special resolution within the meaning of s96 of the Owners Corporation Act 2006 (the Act) to commence separate legal proceedings in the Supreme Court of Victoria, alternatively in a court of competent jurisdiction against:

- (i) Diakou Faigen Group Pty Ltd ACN 108 772 667 to wind-up the company pursuant to the Corporations Act 2001; and against
- (ii) Australian Securities & Investments Commission and any other interested party to re- instate the registration of Hillcrest Capital Fund Pty Ltd ACN 622 879 010.

And that the committee do such things and sign all such documents as are necessary to give effect to the resolutions, a representative including but not limited to the appointment of person to sign any affidavit in support of each separate legal proceeding.

Moved: Mark Edwards

Seconded: Kim Dowse

Votes in favour – 59,627 entitlements 26.514%

Votes Against: 3,855 entitlements 1.714 %

Abstentions 0

Motion failed.

20. Insurance

Members reviewed the Insurance held by the Owners Corporation

21. Use of Common Seal

Motion: That the Owners Corporation in terms of Section 18A Paragraph 4 resolves that the common seal is no longer required and is to be destroyed.

Moved: Gianni Zagame

Seconded: Cheryl Andrews

Motion carried unanimously with no objections or abstentions.

22. ELECTION OF A COMMITTEE

Danielle Strimling advised members that she had received 10 written nominations to the committee prior to the meeting.

The written nominations were received from:

1. Duncan Mcfarlane
2. Matthew Toms
3. Gianni Zagame-Romas
4. Cheryl Andrews
5. Mark Edwards
6. Marcela Zamora
7. Leon Abrams
8. Chris Lester
9. Emmanuel Guignard
10. Lauren Palmer

An additional nomination was received from the floor:

Carolynn Cameron (not present) – nominated by Jude Deville

The nominees provided a brief introduction of themselves to the members and both Jude Deville and Leonard Abrams providing some insights on Carolyn Cameron.

It was noted that members requested that the OC Committee members discuss the length of tenure moving forward of the chairperson and also consider a code of conduct of committee members.

22.1 Motion: THAT Nominations will be called for a committee of 7(seven) members.

Moved: Matthew Toms

Seconded: Gianni Zagame

Votes in favour 161

Votes Against 58

Abstentions 0

The results were tabled .

Marcela Zamora called for a poll vote on the above Motion (22.1) at this time.

22.2 Motion THAT 7 (seven) members be appointed to the committee.

The results of the poll vote were as follows:

In Favour– 39993 of all entitlements – 17.78352%

Against– 17945 of all entitlements – 7.979528%

Abstentions - none

Motion Carried.

Luke Neesham – was nominated by David Schneider to be a committee member. Mr. Neesham accepted the nomination and introduced himself to the members.

22.3 DELEGATION OF POWER – COMMITTEE

The motion was not put to the meeting, however, by operation of Section 11 of the OC Act 2006 all powers are deemed delegated to the committee other than matters that require Special or Unanimous resolutions.

22.4 Motion: THAT all members of the OC Committee will sign Declaration of disclosure and conflict of interest forms in respect to disclosure of any interest in interrelated organizations or businesses affiliated with the Owners Corporation PS500425G

Moved: Luke Neesham

Seconded: Matthew Toms

Motion carried unanimously with no objections or abstentions.

22.5 ELECTION OF GRIEVANCE COMMITTEE

22.5.1 Motion: THAT a grievance Committee, consisting of at least 3 lot owners from the main elected Committee, be elected for the purpose of dispute resolution as referred to in Rule 6 of the Model Rules in Schedule 2 to the Owners Corporation Regulations 2007.

22.5.2 Motion: THAT this grievance committee is delegated powers that are limited to convening and attending grievance meetings, and to work through a solution to the complaint that is to be referred to the main Committee for formal resolution.

These resolutions were amended as tabled below:

Motion THAT the election of the Grievance Committee and their powers of delegation be appointed and made at the first Committee meeting of the newly appointed committee.

Moved: Duncan McFarlane

Seconded: Matthew Toms

Motion carried unanimously with no objections or abstentions.

Members were provided with a written list of all 12 nominees and were requested to select up to a maximum of seven members and agreed to appoint the members with the highest votes to be appointed to the Committee.

Danielle Strimling adjourned the meeting for the purposes of the vote and advised the members that the results will be published in the coming days post this meeting.

The results are as follows:

Votes	Nominee
208	Luke Neesham
208	Chris Lester
177	Matthew Toms
175	Emmanuel Guignard
164	Gianni Zagame
163	Duncan McFarlane
163	Mark Edwards
49	Carolynn Cammeron
46	Marcela Zamore
44	Leonard Abrams
8	Cheryl Andrews
2	Lauren Palmer

Accordingly, the seven members of the Committee are:

1. Luke Neesham
2. Chris Lester
3. Matthew Toms
4. Emmanuel Guignard

5. Gianni Zagame
6. Duncan McFarlane
7. Mark Edwards

23. General Business

During the period whilst persons were voting for their choice of the seven committee members matters of General business were discussed as follows:

Air Conditioner project

Matthew Toms advised the members that the current Air Conditioner system is at “end of life” (the condensers) etc. Currently the system in place is a 2-pipe system which does not allow for individual office suites to adjust their temperature. Replacement parts are also no longer available on the market. It was noted that the Committee over the past few years have purchased some stock for replacement coverage but not sufficient stock to cover every scenario of parts required and that these would, in time, be depleted.

The Committee first approached NDY to provide schematic drawings of the system. Base Group have been appointed as project managers. Base Group have completed a full review of the building and appointed a Building Surveyor, Fire Engineer and Quantity Surveyor to provide expert advice. Currently a full scope of services is being compiled and in about 6 weeks the tender process can commence.

The Owners Corporation Committee has been considering 4 options:

1. Full replacement of the entire system including replacing the existing pipe system. (to install a 3-pipe system) the initial price indicated was approximately \$7/8 million, The latest pre-tender indicative price is closer to \$19 million.
2. Replace the 2 -pipe system using the existing pipe work. This system doesn't provide the same level of control or energy efficiencies but may be substantially cheaper
3. A totally different solution not yet considered by the Committee but proposed by a contractor during the Tender period
4. Do nothing.

Members will be informed throughout the process and will participate and determine the choice referred to above. Once the tender process is complete, meetings with owners will be arranged by informal information meetings, special general meetings and / or ballots where decisions on how to proceed, the raising of special levies, financing options, the application of the benefit principle and any other matters required will be made by lot owners.

Matthew Toms requested that if any members have expertise in this area any assistance provided to the Committee would be appreciated.

Cheryl Andrews of MFM advised members that the Owners Corporation does hold some replacement stock purchased in previous years.

Leonard Abrams addressed the meeting and made several comments on a number of topics including inter alia:

1. The Owners portal is difficult to access documents.
2. People have provided proxies with no knowledge of the affairs of the Owners Corporation.
3. The Communication Agreement was expected to be rolled over.
4. The Concierge desk was created without unanimous consent.
5. The gym rental and lease have not been renegotiated.
6. The OC Managers schedule 2.2 fees and management contract and fees.
7. The Facilities Management contract and fees
8. The access to information including the private lot owner's details.
9. The lack of provision in the financial reports regarding doubtful debts
10. The legal strategy to recovery fees from Diakou Faigen Group Pty Ltd and Hillcrest Capital Fund Pty Ltd.
11. The fees paid to Mr Duncan McFarlane.
12. The lease/ licence agreements entered into by the Owners Corporation and the Developer Asia Pacific Business Corporation PTY LTD at the inaugural AGM (including The Section 173 Carpark agreement)
13. Certain extra lots have been created that are on common areas and should be investigated. Mention was made of one specific lot in the Food court in this regard.

Various members of the committee disagreed and disputed several of the matters raised by Mr Abrams.

David Schneider requested the Committee to proceed by way of a tender process if engaging a financial advisor to assist in procuring future loans for the Owners Corporation.

There being no further business, the meeting closed at 11.56pm

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10/01/2013 \$55.10 OCAR



~~CONSOLIDATED~~ RULES FOR BODY CORPORATE PLAN NO PS 500424G

1. A member must not and must ensure that the occupier of a member's lot does not :
 - a. use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their invitees;
 - b. park or leave a vehicle in the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate;
 - c. use or permit any lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other member or occupier of any lot of their invitees;
 - d. make or permit to be made any undue noise in or about the common property or any lot;
 - e. make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 8am and 6pm;
 - f. keep any animal on an office lot or the common property;
 - g. store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate;
 - h. erect or display, or permit to remain erected or displayed, any sign (including "lease" and "for sale" signs), device or object which may be seen from outside the member's lot;
 - i. install or place, or permit to remain installed or placed, any air conditioning unit, fan or other appliance in such a position as to be visible from outside the member's lot;
 - j. keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever;

I certify that this is a true and correct
copy of the corresponding page of
the original document.

Dated this 13 day of 12 / 12

GILLIAN WALSH
OC MANAGER

AK128381N



2

- k. carry out or permit to be carried out, on a lot affected by the Body Corporate, any building work requiring building approval under the Building Act 1993 unless:
 - i. at least 21 day' written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Body Corporate by the member who owns the lot on which the work is proposed to be carried out; and
 - ii. the work is carries out in accordance with such reasonable directions as the Body Corporate may give;
- l. obstruct any fire appliance cupboard, stairway or landing or permit any fire appliance cupboard, stairway or landing to be obstructed or break the fire regulations by installing unapproved dead locks or peep holes that would void the Body's Corporate insurance policy;
- m. dispose of or leave any rubbish on the common property otherwise than in a place designated for the receipt of rubbish of that type;
- n. store any materials or goods on the common property except with the prior written consent of the Body Corporate and in accordance with the terms and conditions contained in that written consent;
- o. use or permit the lot or any part thereof to be used for carrying on any trade or business or for any use other than that of an office (whether of the member or the occupier of a member's lot), except for the apartments on level 15 which are for residential use and the retail area on the ground floor, and ancillary car parking;
- p. make any alterations or additions to the exterior of the Building or the member's lot or any part thereof or paint or otherwise decorate the same or erect any blind curtain or other awning there to without the written consent of the Body Corporate be incongruous or unsightly or impair or detract from the architecture form or style or general appearance of the member's lot, the common property or the Building generally;
- q. install to external windows any blind other than charcoal grey horizontal slim line blinds. If additional screening is required written consent from wither the Body Corporate or their representative is to be obtained;

I certify that this is a true and correct copy of the corresponding page of the original document.

Dated this 13 day of 12/12

GILLIAN WASH
OC MANAGER

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10/01/2013 \$55.10 OCAR



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- r. Smoke in any part of the Building, other than interiors of residential units on level 15, or common property other than those areas designated by the Body Corporate. A proprietor or occupier of the lot must not, nor permit disposal of cigarette butts or cigarette ash over their balconies
- s. permit any hawkers and/or canvassers entering the Building
- t. if occupier of an apartment that has use of a roof or garden balcony:-
 - i. make any noise which would disturb the occupiers of apartments after 11.00pm
 - ii. hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or any part of the exterior of the Lots so as to be visible from the outside of the Lot;
 - iii. construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony, terrace or garden area forming part of the Lot;
 - iv. allow any balcony, terrace or garden area which forms part of any Lot to be un-kempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs.
- u. without the prior written consent of the Body Corporate, interfere with the operation of any equipment installed on the common property or remove any article from the common property placed there by the direction or authority of the Body Corporate and must use reasonable endeavors to ensure that those articles are used only for their intended use and not damaged and on becoming of aware of any damage to or defect in the common property promptly notify the Manager or Building Manager;
- v. modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Body Corporate;

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Dated this 13 day of 12/12

GILLIAN WALSH
OC MANAGER

AK128381N

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2. Any reference to "Building" herein means the Building erected at 1 Queens Road, Melbourne including walls, out-buildings, service installations and other appurtenances
3. A member must or must ensure that the occupiers of a member's lot will at the member's cost replace any security key which is issued to the member by the managing agent
4. Air-conditioning will be provided to office suites during the hours of 8am and 6pm Monday to Friday excluding public holidays. Any air-conditioning required outside these hours will be provided by the Body Corporate to the member requiring it at sole cost of that member at a rate to be paid by that member on receipt of an account from the Body Corporate. The accounting process for the after hours service will be provided by Melbourne Facilities Management Pty Ltd ACN 092 611 615 ("MFM")
5. No member will erect or display any sign, hoarding, board or other form of advertisement on the common property without first obtaining the written permission of the Body Corporate which will regulate the time limit for display, size, type, contents, location and fee for the right to the display of any sign on the common property. This rule is subject to rule 15.
6. The Body Corporate will establish and maintain a separate account (the "sinking fund") or the purposes of on-going maintenance, improvement and development works on the common property to which each member will be required to contribute on an annual basis an amount determined by the Body Corporate payable quarterly in advance when required by the Body Corporate.
7. The Body Corporate will be responsible for the maintenance of the food court area including cleaning and the repair and replacement of all furniture therein. The Body Corporate will ensure that a full time cleaner be employed between the hours of 10.00am and 3.00pm Monday to Friday to ensure cleanliness is maintained in the food court area. The maintenance, repair and replacement shall be at the sole discretion of the Body Corporate
8. Lots with a unit liability of one will not make contributions by way of levy or sinking fund to the Body Corporate

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Dated this 13 day of 12/12

GILLIAN WALSH
OC MANAGER

AK128381N



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9. The Body Corporate may impose a penalty for non-payment of any moneys owed by a Body Corporate member at a rate of 2% less than the rate fixed pursuant to the Penalty Interest Rates Act which penalty will continue to accrue from the due date for payment until full payment of the moneys owed and the total accrued penalty is received by the Body Corporate. The member shall pay on demand by the Body Corporate all legal costs on a solicitor-own client basis which the Body Corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Body Corporate contribution fees;
10. The common property including the car park will be cleaned by a single contractor as appointed by the Body Corporate from time to time, the cost of which will be shared by the Members in accordance with lot liability. Each lot will be cleaned by the same contractor at the expense of the respective occupant.
11. The Body Corporate will lease lot 132 on Plan of Subdivision No 500424G from Asian Pacific Building Corporation Pty Ltd ACN 053 997 989 (APBC) for use as a health club for a period of 20 years from 1st March 2003 with an option exercisable at the election of the Body Corporate for three further periods of 5 years. The annual rental for the first year will be \$34,786.50 plus outgoings. The rent for second, third, fourth, sixth, seventh, eighth, ninth, tenth, twelfth, thirteenth, fourteenth, fifteenth, seventeenth, eighteenth, nineteenth, and twentieth years will be the rental for the immediately preceding year increased by 3%. The rent for the fifth, eleventh, and sixteenth years will be subject to market review. The gymnasium equipment will be leased and maintained by the Body Corporate. All users of the health club do so at their own risk.
12. The Body Corporate will enter into an agreement with Asian Pacific Telecommunications Pty Ltd ACN 091 353 374 for the period of 10 years with 4 options of 5 years for the provision, service and maintenance of telecommunications, data and internet equipment to the Building. A basic fee of not more than \$2.60 per unit of liability shall be administered. In the event of any upgrade in equipment during the aforesaid period of 10 years and 4 options of 5 years the sum of \$2.60 per unit liability may be increased accordingly.

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Dated this 13 day of 12/12

GILLIAN WALSH
GC MANAGER

AK128381N

10/01/2013 \$55.10 OCAR



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13. The Vendor and the Purchaser agree that the Body Corporate will enter into an agreement for the term of 10 years with four options of five years with MFM to assist in the management of the Building.
 - a. The Body Corporate will pay a management fee in the sum of not more than \$.58c per unit of liability such amount to be increased or decreased annually in accordance with the consumer price index.
 - b. MFM will be responsible for all costs arising from the employment of the day shift Concierge (8.30am – 5.30pm approx) which will include salary, uniform, facilities and all associated costs of which forms part of their management fee above
14. The Body Corporate will provide the building with a concierge / surveillance service 24 hours a day, 7 days a week. The Body Corporate will enter into an agreement with MFM for the provision and management of all after hours concierge facilities.
15. APBC will have sole and unfettered control of the naming rights of the Building and common area and signage rights on the Building and on common property for the period of twenty-five years.
16. If any lot when viewed from common property is in a condition which would detract from the general standard of the Building, the Body Corporate in its discretion has the right to require the owner or occupier at his expense to frost the glass or erect screens, such frosting and screens to be approved by the Body Corporate
17. APBC shall for the period of 10 years with 4 option periods of 5 years operate a commercial car park in those parts of the basements of the building set aside for car parking and shall enter into an agreement with the Body Corporate to park cars on common property in the basements for the aforesaid period and option periods. The cost of the cleaning of the car park will be borne by the Body Corporate
18. The Body Corporate grants to Asian Pacific Building Corporation Pty Ltd ACN 053 997 989 for the period of 5 years with 4 option periods of 5 years each a license to install LCD screens in all lifts and foyers for the purpose of lift entertainment and to receive any revenue which may be derived from the screens.

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Dated this 13 day of 12/12

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OC MANAGER

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19. To avoid false alarm call outs by the Fire Brigade, a proprietor or occupier of a lot must not:

- a. smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, Business Centre, Gymnasium and car park or such other parts of the common property as the Body Corporate or its Managers may designate from time to time;
- b. open their apartment door leading to the lobby in non dangerous instances such as smoke from burning toast or other food, to eliminate the resulting smoke from their apartment. Only windows should be opened to allow smoke to escape in non dangerous situations;
- c. open their apartment door whilst having steam cleaning or dry cleaning of their carpet undertaken
- d. utilize fire hoses except in the case of an emergency

Note: In cases of negligence resulting in a false alarm call out to be made by the Fire Brigade, the associated costs will be charged to the resident identified as being responsible.

20. The Body Corporate will supply and maintain a bowl of fresh flowers in each foyer of each level of the building.

21. The window contractor employed by the Body Corporate shall have access to all balcony areas in the Building for window cleaning purposes

22. This rule 22 applies only to lot T22.

- (a) The owner of lot T22 must, or must cause the occupant from time to time of that lot to, ensure that:
 - (i) the external appearance of the lot complements the foyer of a high class building;
 - (ii) if a retail business is conducted from the lot, the business operates and is ready and able to conduct business continuously between the hours of 9.00 am and 5.00 pm on each day which is not a Saturday, Sunday or public holiday in Melbourne;
 - (iii) the external glass of the lot is thoroughly cleaned not less than once each week;

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Dated this 13 day of 12/12

GILLIAN LAWRIE
OC MANAGER

8

- (iv) no rubbish or trade waste in the lot is visible from outside the lot;
 - (vi) the internal glass in the lot is not wholly or partially obscured by any poster, box or other good other than the owner or occupant's goods which are immediately available for sale or trade in the state in which they are visible through the glass forming the boundary of the lot; and
 - (vi) the contents of the lot when viewed through the glass forming the boundary of the lot are clean, tidy and professional in appearance.
- (b) The owner or occupant as the case may be from time to time of lot T22 must ensure that the matters referred to in clauses 22(a)(i) to 22(a)(vi) inclusive are carried out to the satisfaction of Owners Corporation No 1 PS500424G failing which Owners Corporation No 1 PS500424G may on any one or more occasions remedy any breach of those obligations at the cost in all things of the owner from time to time of lot T22."

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**rules made at the
annual general meeting
held on 30 October 2012*

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copy of the corresponding page of
the original document.*

Dated this 15 day of 12/12

GILLIAN WALSH
GC MANAGER



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 05 July 2024

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 500424G	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93207938	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 01 July 2024, Local Standard Time
	To:	4.00pm on 01 July 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	1 Queens Road, Melbourne VIC 3004	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 187,431,760
	Common Contents	AUD 1,874,317
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 108,710,420	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 298,016,497	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 2,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	Not Insured	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 100,000
	Accident aggregate Limit	AUD 100,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 05 July 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

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

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

The image shows a circular logo for Chubb Insurance Australia Limited. The logo contains the text "CHUBB" at the top, "Chubb Insurance Australia Limited" in the middle, and "ABN 23 001 642 020" at the bottom. Below the logo is a handwritten signature in black ink.

Ayman Farid
Strata Underwriter VIC/TAS

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Register Search Statement - Volume 10667 Folio 232

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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 10667 FOLIO 232

Security no : 124118677893T
Produced 01/10/2024 03:04 PM

LAND DESCRIPTION

Lot 328 on Plan of Subdivision 500424G.
PARENT TITLE Volume 09024 Folio 977
Created by instrument PS500424G 07/08/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NFC NOMINEES PTY LTD of UNIT 1 9 HAMMEL COURT HALLAM VIC 3803
AV623582V 13/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB386768W 03/07/2002

DIAGRAM LOCATION

SEE PS500424G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 328 1 QUEENS ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

eCT Control 21217D MAHONS WITH YUNCKEN & YUNCKEN
Effective from 13/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS500424G

DOCUMENT END

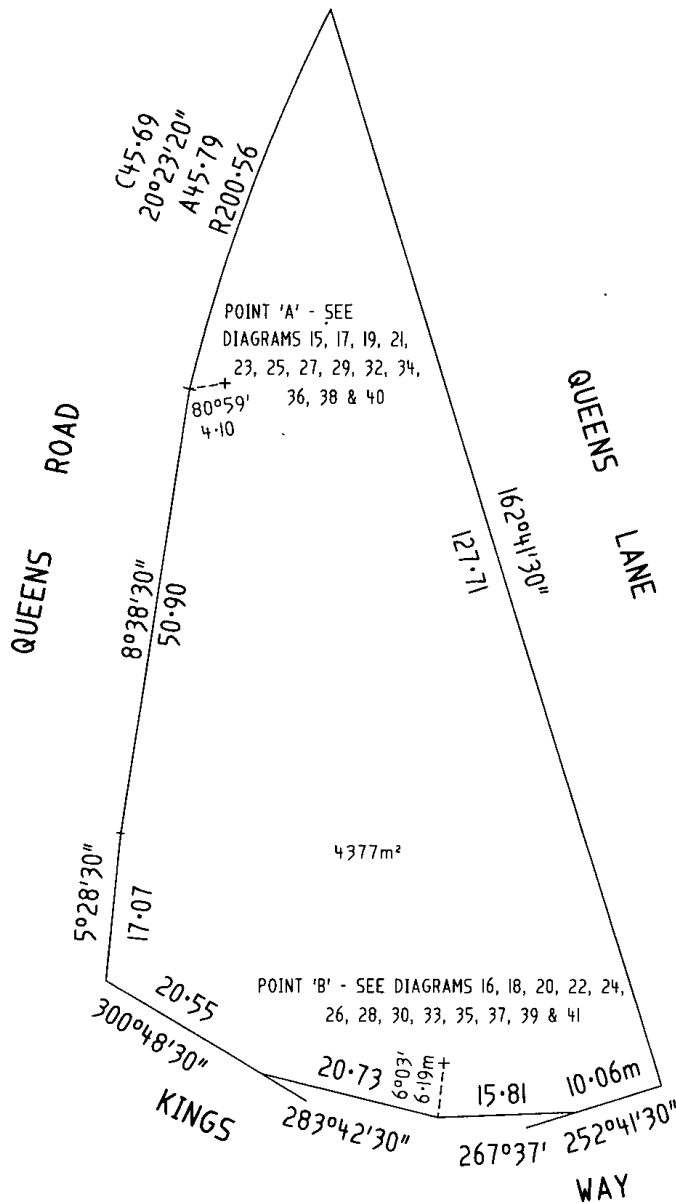
**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 01/10/2024, for Order Number 85688708. Your reference: SWM:2241843.**

PLAN OF SUBDIVISION		Stage No. <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; transform: rotate(45deg);"></div>	LR use only EDITION 11	Plan Number PS 500424 G										
Location of Land Parish: MELBOURNE SOUTH Township: SOUTH MELBOURNE Section: 0 Crown Allotment: 6, 6A & 5 (PART) Crown Portion: _____ Title References: Vol 9024 Fol 977 Last Plan Reference: BP 1530 Postal Address: 1 - 3 QUEENS ROAD MELBOURNE VIC. 3004 AMG Co-ordinates: E 321 590 (Of approx. centre of plan) N 5 810 275 Zone 55		Council Certification and Endorsement Council Name: PORT PHILLIP CITY COUNCIL Ref: 50/2002 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 19/7/02 <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</div>												
Vesting of Roads or Reserves		<div style="border: 1px solid black; padding: 5px; margin-top: 10px;">Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /</div>												
Identifier	Council/Body/Person													
NIL	NIL													
Notations														
Depth Limitation: Does not apply		Staging This is /is not a staged subdivision Planning Permit No. _____												
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERNAL FACE OF RELEVANT LOT: BOUNDARIES MARKED 'E' MEDIAN: BOUNDARIES MARKED 'M' INTERNAL FACE: ALL OTHER BOUNDARIES BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. COMMON PROPERTY No. 1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS. FOR CLARITY, HATCHING WITHIN A LOT HAS BEEN SHOWN ON SOME BOUNDARIES TO INDICATE WHEN THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED WITHIN THAT LOT.		ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. SEE SHEET 46 FOR CROSS SECTIONS INDEX Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). _____ In proclaimed Survey Area no. _____												
Easement Information				LAND REGISTRY use only Statement of Compliance / Exemption Statement Received <input type="checkbox"/> Date 29/7/02										
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 10%;">Easement Reference</th><th style="width: 30%;">Purpose</th><th style="width: 10%;">Width (Metres)</th><th style="width: 10%;">Origin</th><th style="width: 40%;">Land Benefited/In Favour Of</th></tr></thead><tbody><tr><td style="height: 150px;"></td><td></td><td></td><td></td><td></td></tr></tbody></table>				Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						LAND REGISTRY use only PLAN REGISTERED TIME 10:25am DATE 7/8/2002 IRM. Assistant Registrar of Titles Sheet 1 of 58 Sheets
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of										
DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS PO BOX 36 AIREYS INLET, VIC. 3231 TEL: 5289 6631 FAX: 5289 6638 EMAIL: davidmclennan@primus.com.au		LICENSED SURVEYOR (PRINT) <u>DAVID J. McLENNAN</u> SIGNATURE _____ DATE 8/11/03 REF. 2194SUBST05/01 VERSION E		_____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3										

PLAN OF SUBDIVISION			Stage No.	Plan Number
				PS 500424 G

DIAGRAM 1
TITLE DIAGRAM

A.M.G. ZONE 55

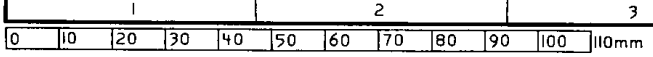


DAVID McLENNAN & ASSOCIATES PTY. LTD.
LAND SURVEYORS
36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

SHEET 2	
DATE / /	
COUNCIL DELEGATE SIGNATURE	

ORIGINAL	SCALE
SHEET SIZE	SCALE
A3	1:600
LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT)	DAVID J. McLENNAN
SIGNATURE	DATE 8/11/03
REF. 2194SUBST05/02	VERSION E

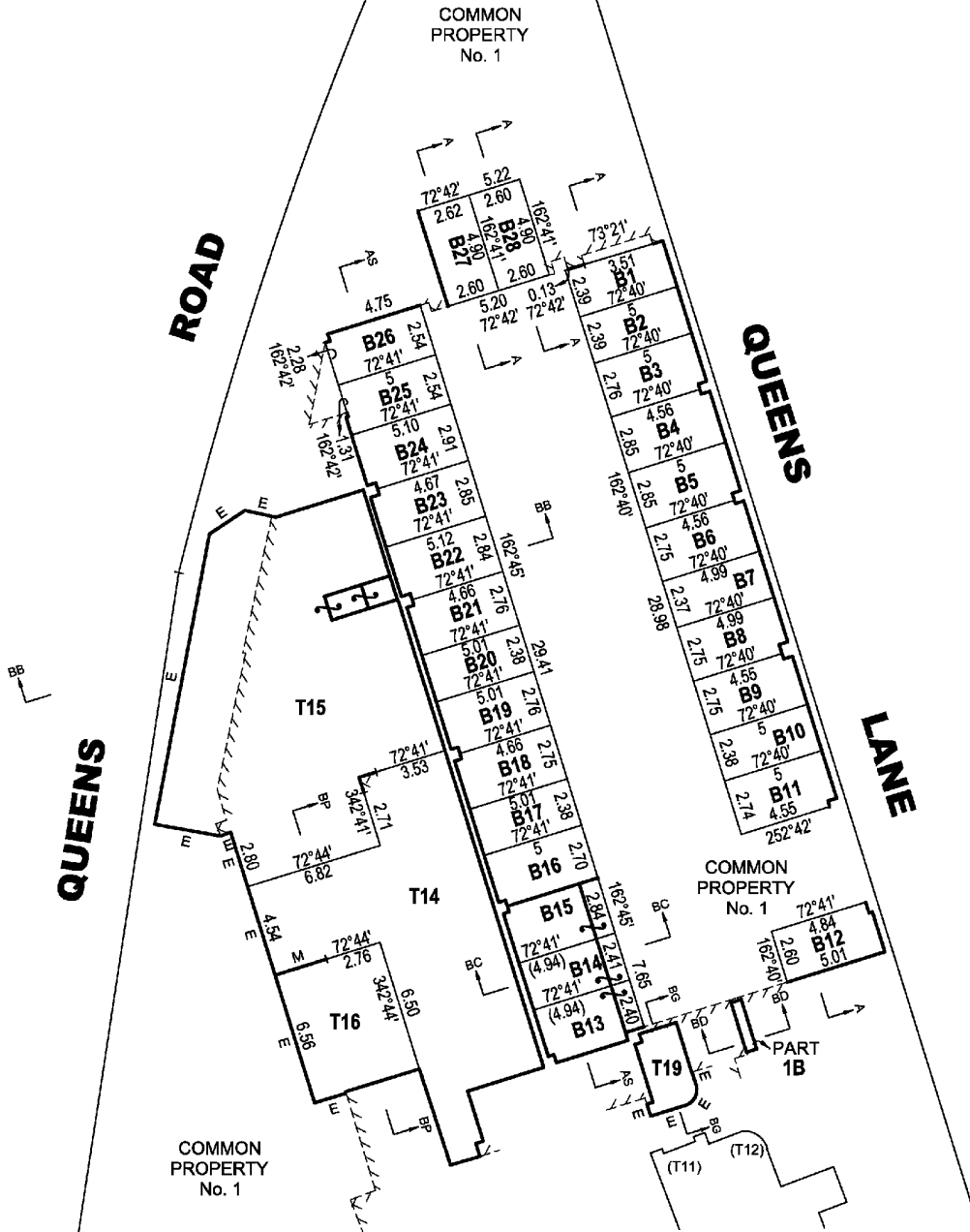


PLAN NUMBER
PS 500424G

**DIAGRAM 2
PART GROUND
STOREY &
PART LEVEL A**

A.M.G. ZONE 55

LOT 1B CONSISTS OF MORE THAN ONE PART.



SEE DIAGRAM 3

REF: 23064/S32-4
VERSION: A
DATE: 11/12/18
23064-0-TT4-M-A.DGN

SCALE 1:250
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LENGTHS ARE IN METRES
LICENSED SURVEYOR
DAVID MCLENNAN

ORIGINAL SHEET
SIZE A3

SHEET 3

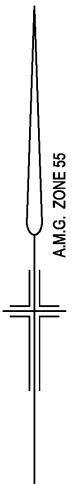
REEDS
CONSULTING

Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

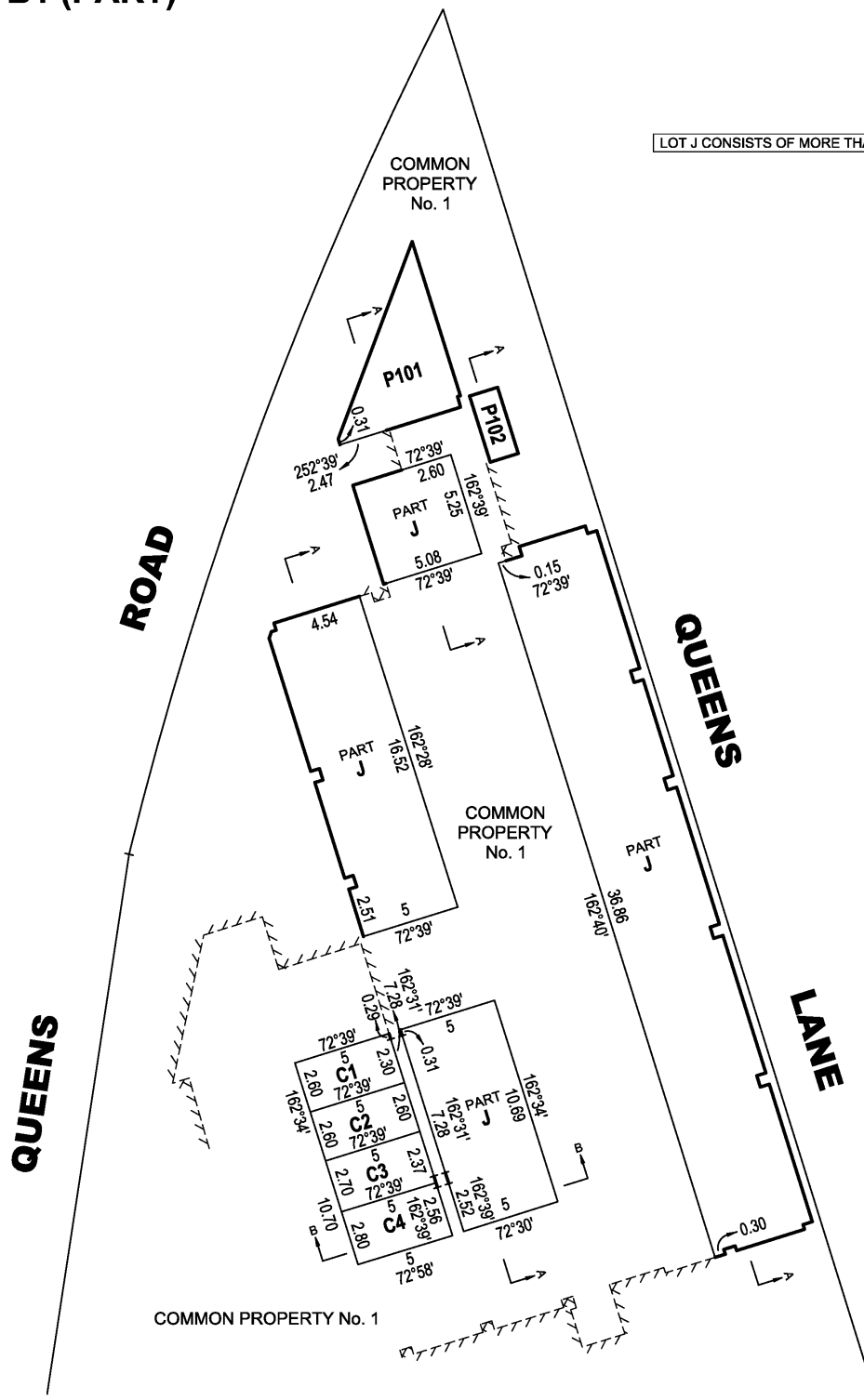
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0	10	20	30	40	50	60	70	80	90	100	110mm	

PLAN NUMBER
PS 500424G

**DIAGRAM 4
LEVEL B1 (PART)**



LOT J CONSISTS OF MORE THAN ONE PART.



SEE DIAGRAM 5

REF: 23064/S32-4 VERSION: A DATE: 11/12/18
23064-0-TT4-M-A.DGN

SCALE 1:250
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LENGTHS ARE IN METRES

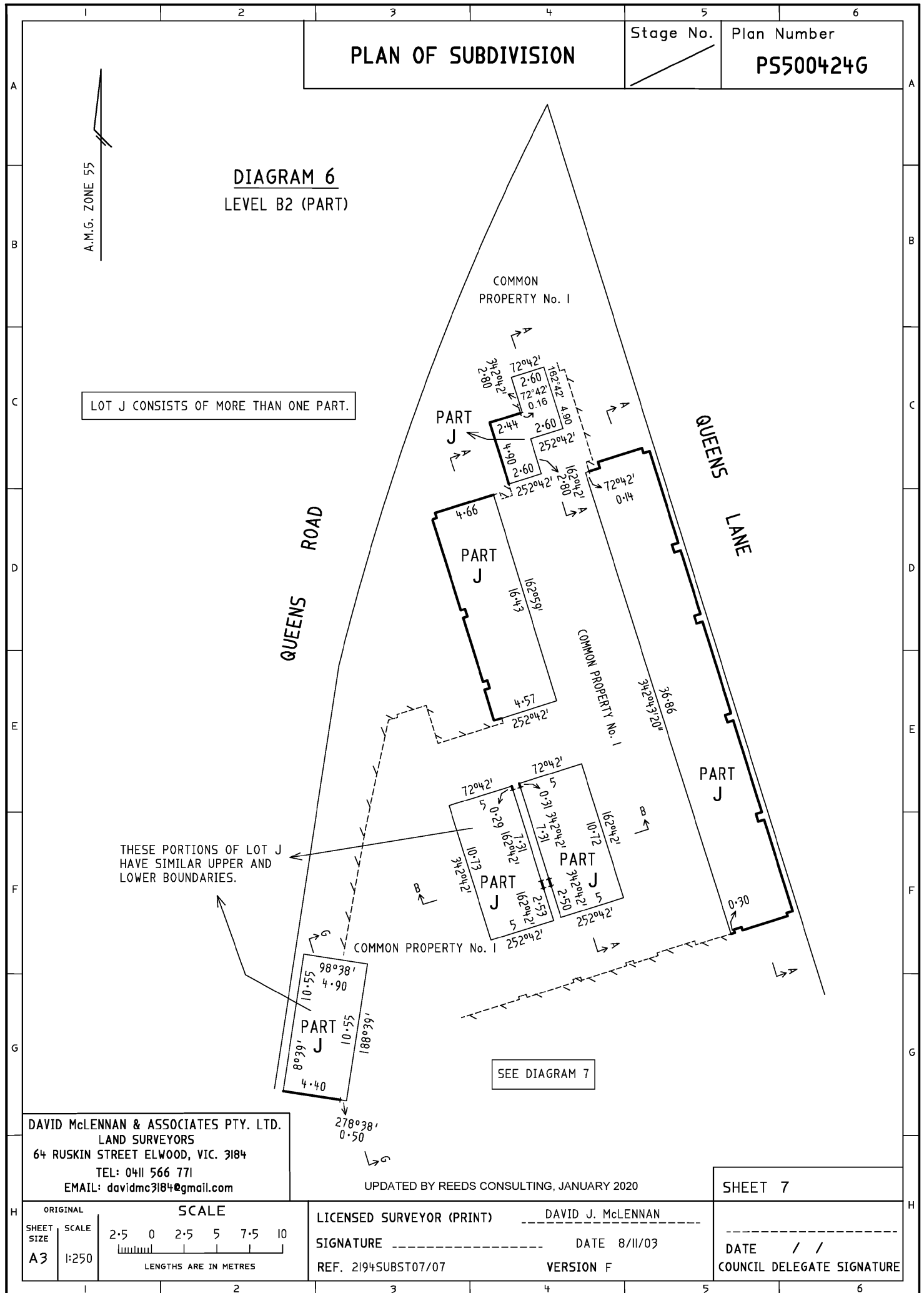
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SIZE A3

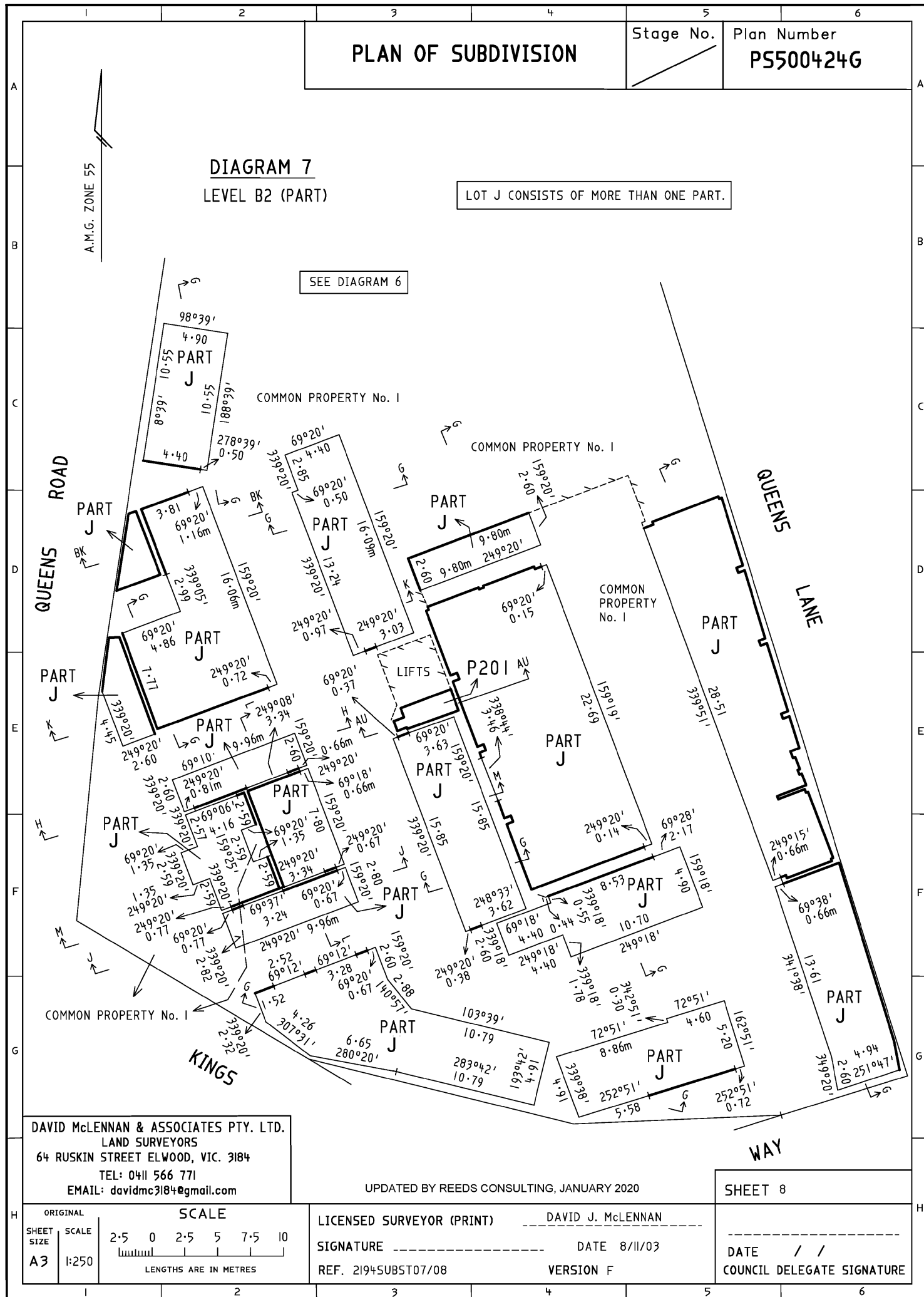
SHEET 5

REEDS
CONSULTING

Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
DAVID MCLENNAN





PLAN OF SUBDIVISION

Stage No.

Plan Number

PS500424G

DIAGRAM 8
LEVEL B3 (PART)

A.M.G. ZONE 55

LOT J CONSISTS OF MORE THAN ONE PART.

QUEENS ROAD

QUEENS LANE

THESE PORTIONS OF LOT J
HAVE SIMILAR UPPER AND
LOWER BOUNDARIES.

COMMON PROPERTY No. 1

SEE DIAGRAM 9

DAVID McLENNAN & ASSOCIATES PTY. LTD.
LAND SURVEYORS
64 RUSKIN STREET ELWOOD, VIC. 3184
TEL: 0411 566 771
EMAIL: davidmc3184@gmail.com

UPDATED BY REEDS CONSULTING, JANUARY 2020

SHEET 9

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

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

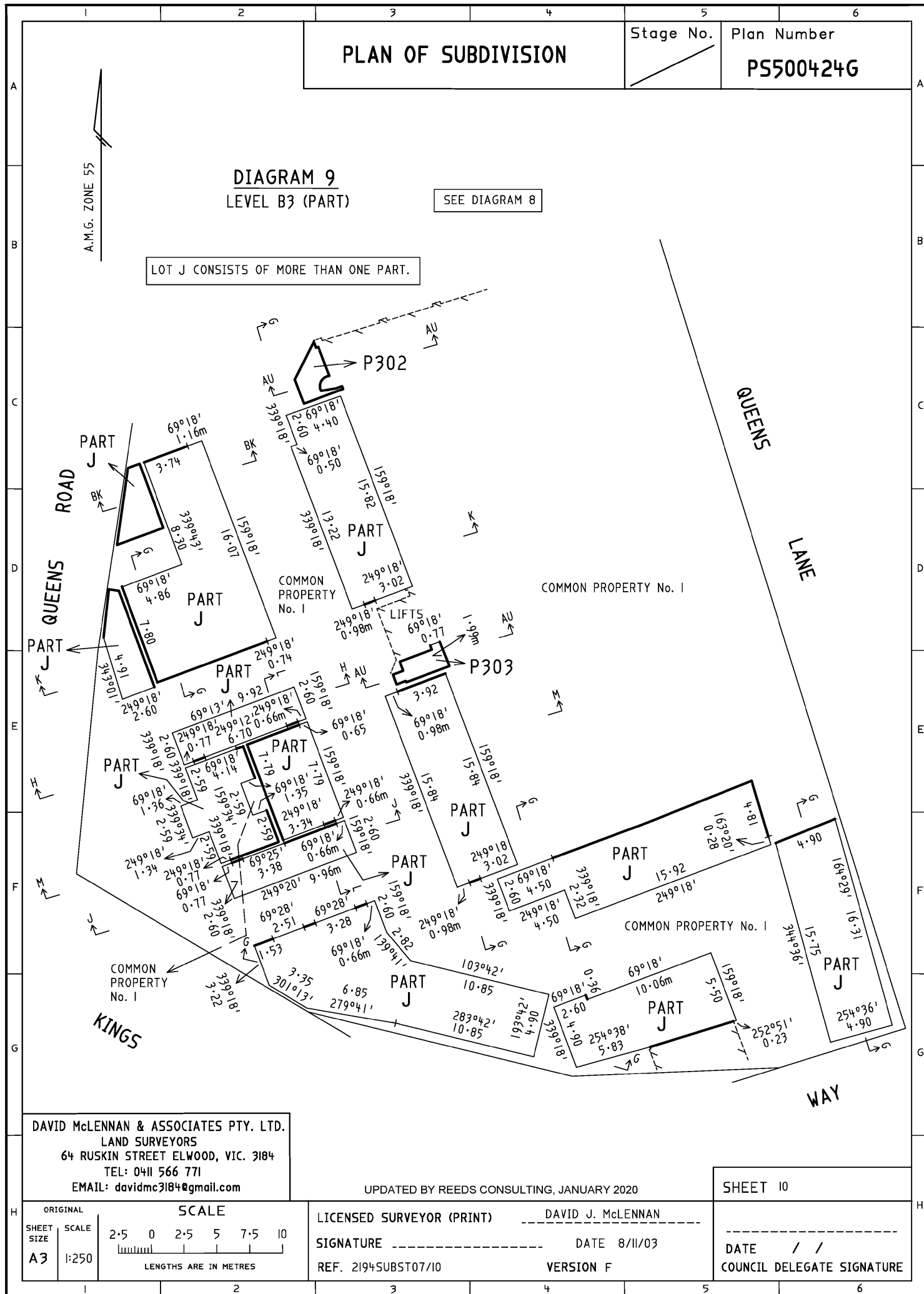
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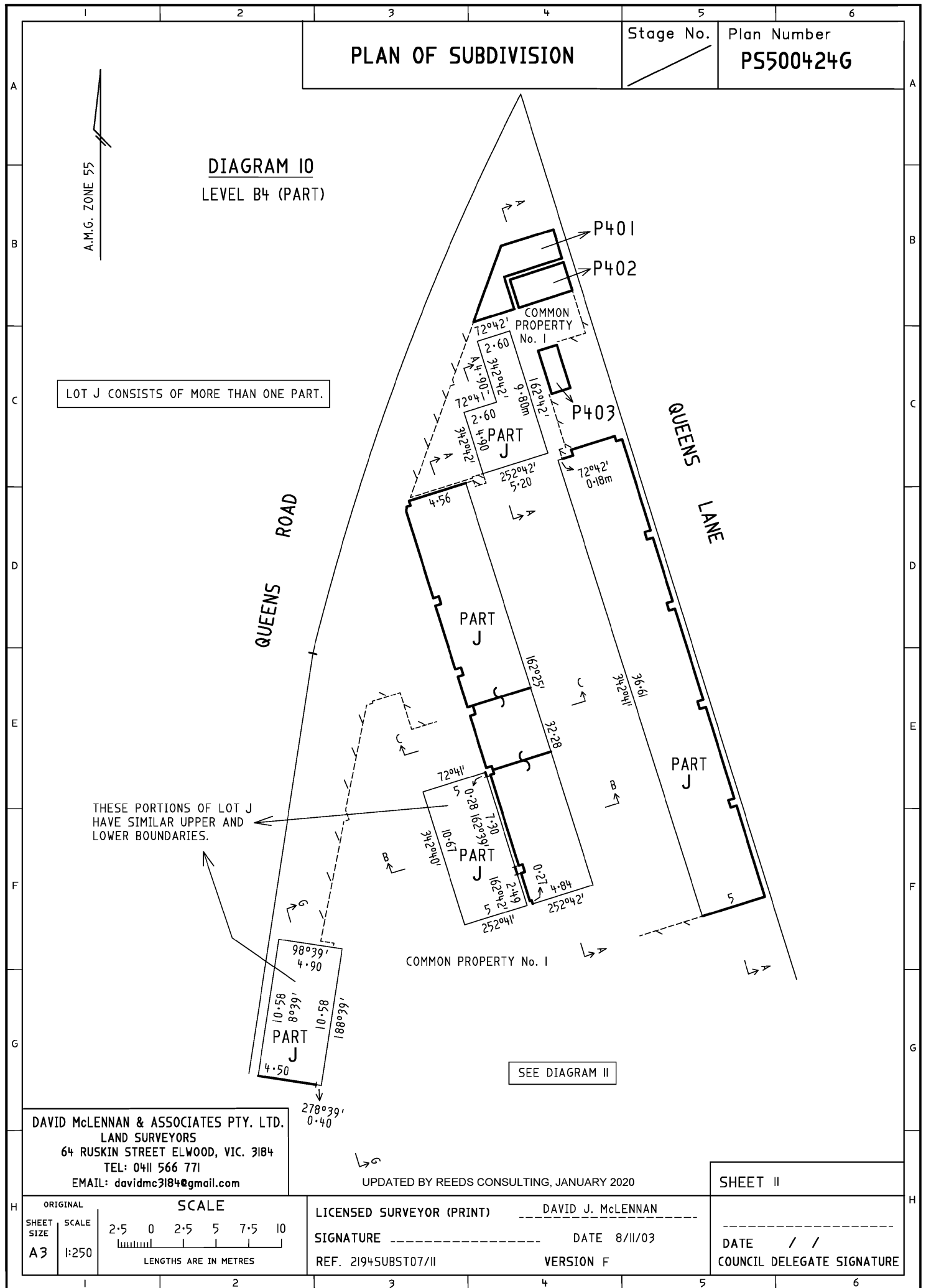
DATE 8/11/03

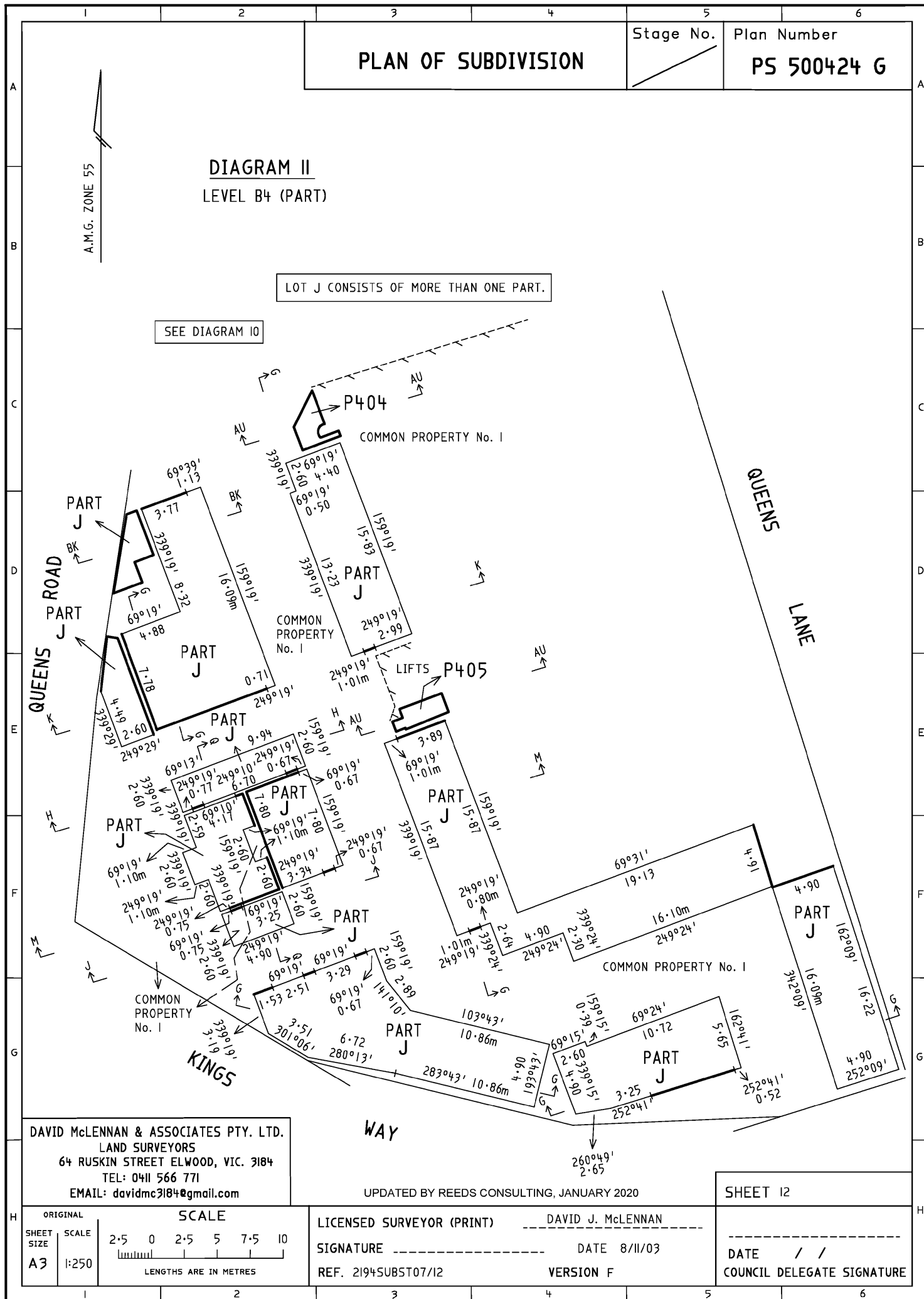
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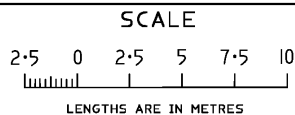
VERSION F

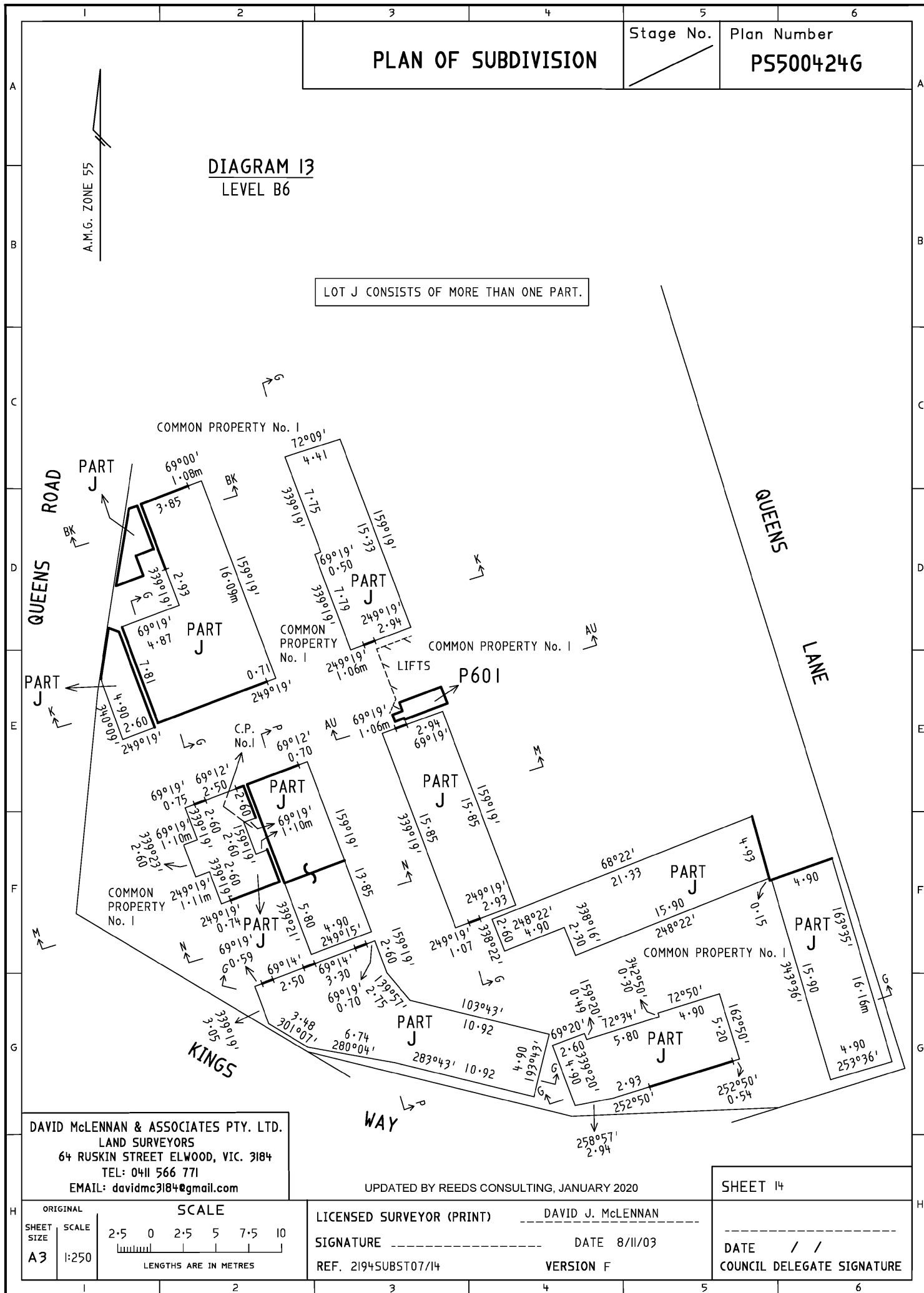
DATE / /
COUNCIL DELEGATE SIGNATURE

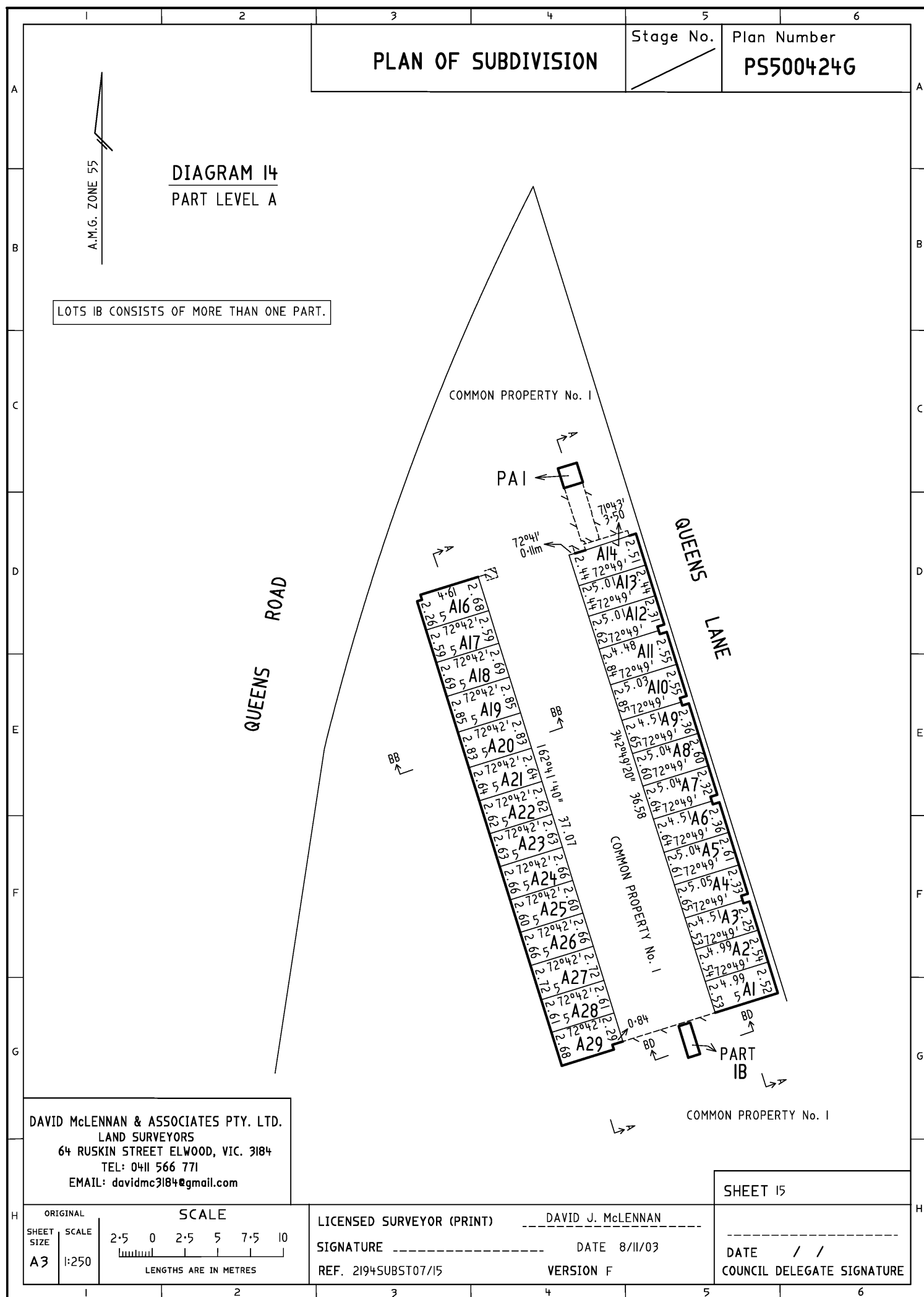


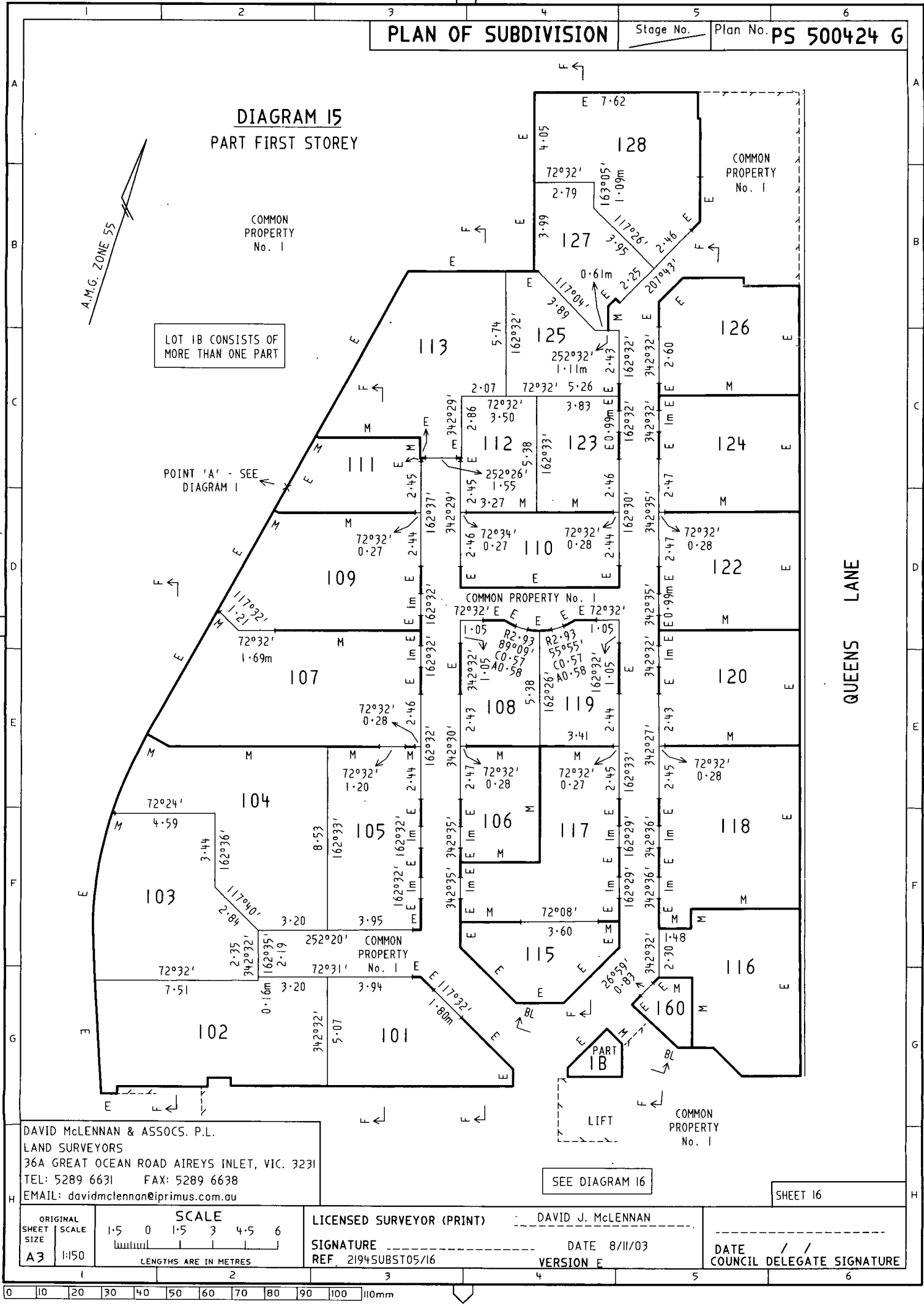












PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

DIAGRAM 16 PART FIRST STOREY

COMMON PROPERTY No. 1

A.M.G. ZONE 55

SEE DIAGRAM 15

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

POINT 'B' - SEE
DIAGRAM 1

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL SHEET SIZE	SCALE	LENGTHS ARE IN METRES
A3	1:150	0 10 20 30 40 50 60 70 80 90 100 110mm

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 13/07/03

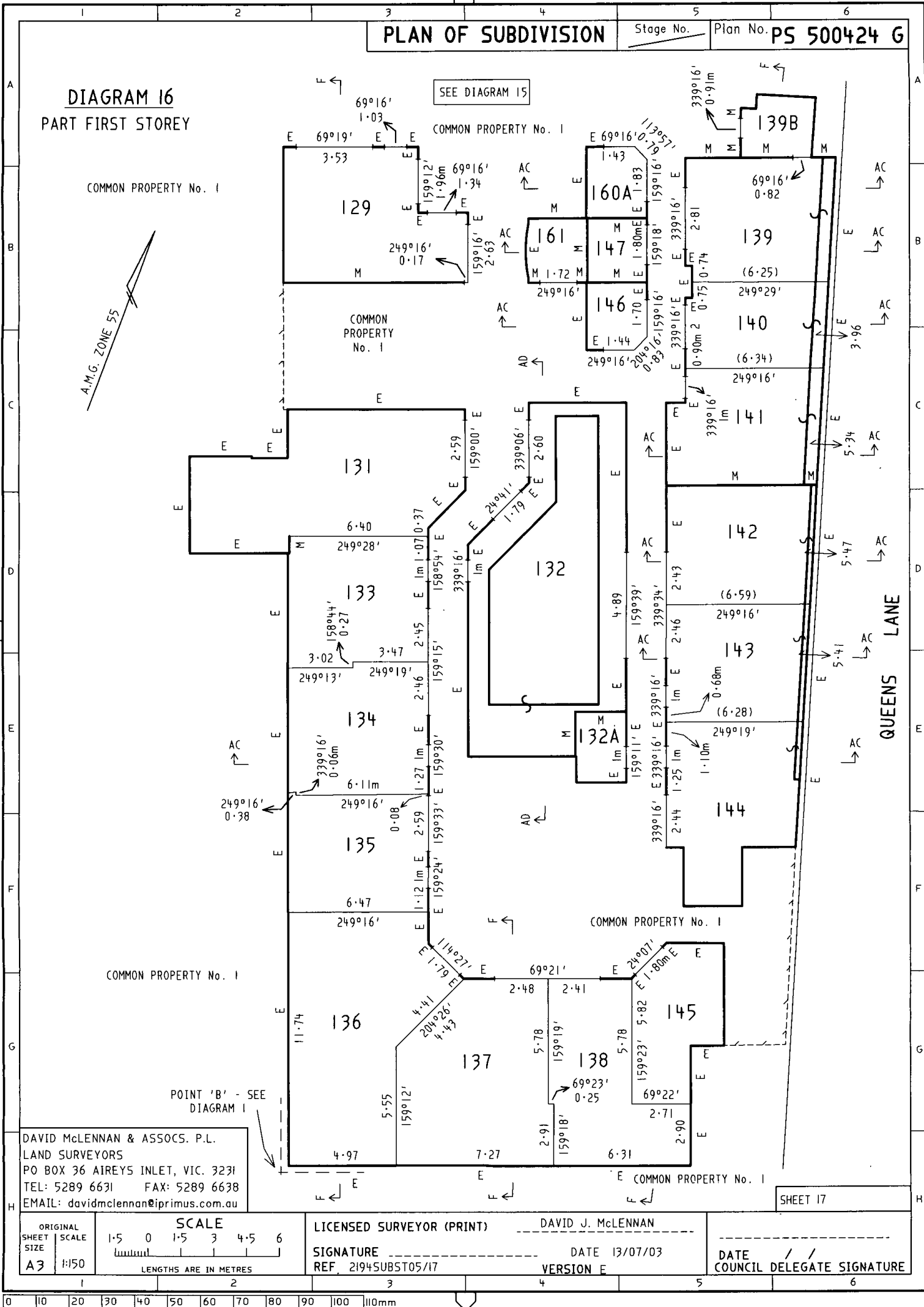
REF. 2194SUBST05/17

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 17

QUEENS LANE



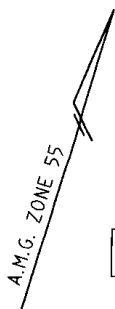
PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

DIAGRAM 17 PART SECOND STOREY



LOT 1B CONSISTS OF MORE THAN ONE PART

POINT 'A' - SEE
DIAGRAM 1

COMMON PROPERTY No. 1

COMMON
PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON
PROPERTY No. 1

QUEENS LANE

SEE DIAGRAM 18

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
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TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL
SHEET
SCALE
A3 1:150

SCALE
1:5 0 1.5 3 4.5 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 8/11/03

REF. 2194SUBST05/18

VERSION E

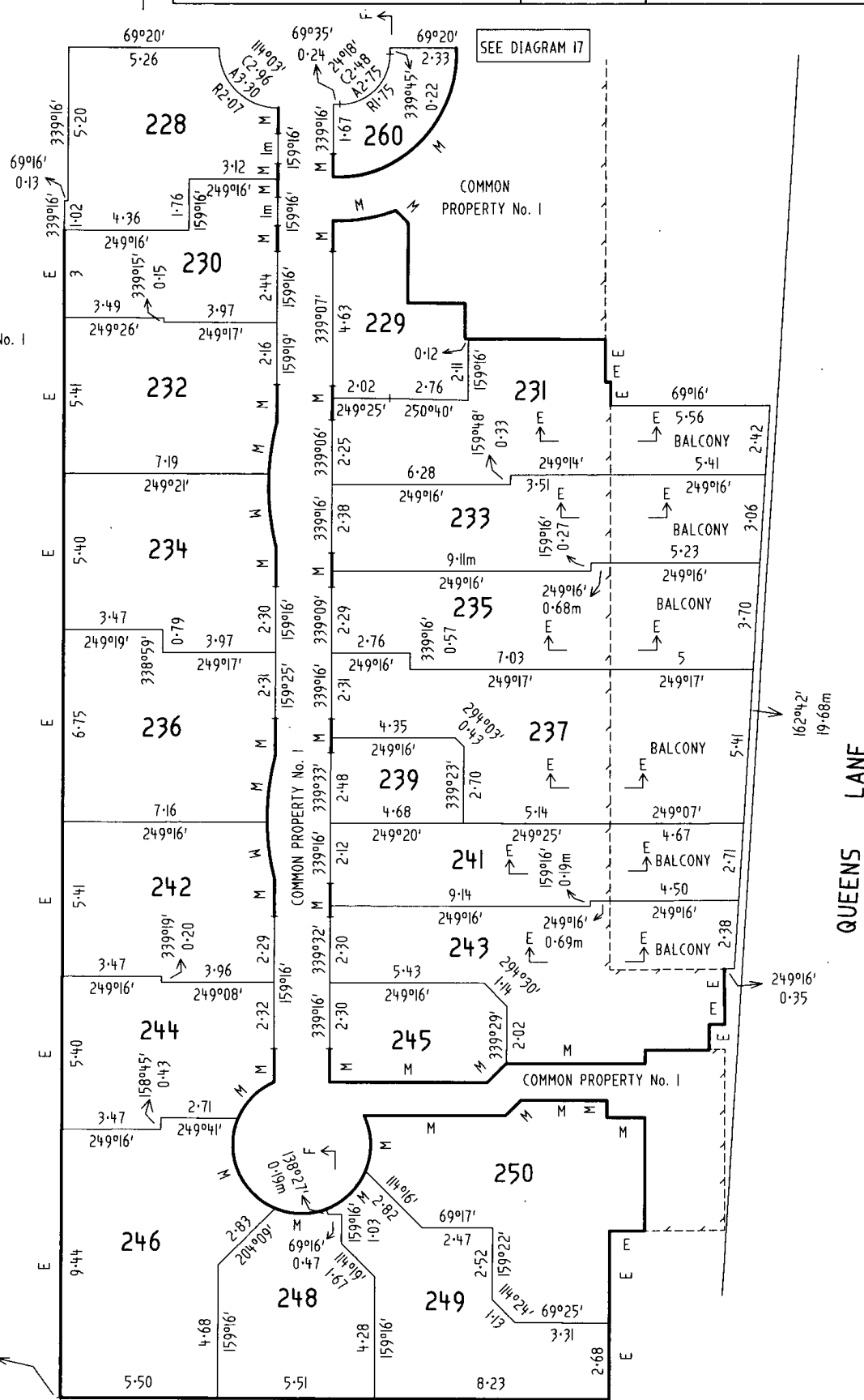
DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 18

0 10 20 30 40 50 60 70 80 90 100 110mm

PS 500424 G

DIAGRAM 18
PART SECOND STOREY



QUEENS
LANE

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

SHEET 19

ORIGINAL SHEET SIZE	SCALE
A3	1:150

SCALE

1.5 0 1.5 3 4.5 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 2/7/02

REF. 2194SUBST05/19

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

0	10	20	30	40	50	60	70	80	90	100	110mm
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0	10	20	30	40	50	60	70	80	90	100	110mm
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PLAN OF SUBDIVISION

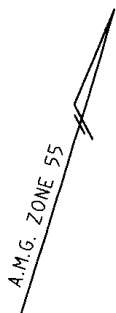
Stage No.

Plan No.

PS 500424 G

DIAGRAM 21 PART FOURTH STOREY

NORTHERN WALL OF BUILDING E



LOT 1B CONSISTS OF MORE THAN ONE PART

POINT 'A' - SEE
DIAGRAM 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

QUEENS LANE

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@primus.com.au

SEE DIAGRAM 22

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:150	1.5 0 1.5 3 4.5 6
		LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

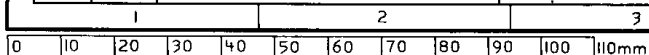
DATE 8/11/03

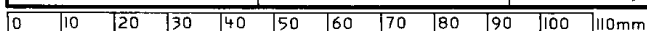
REF. 2194SUBST05/22

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 22





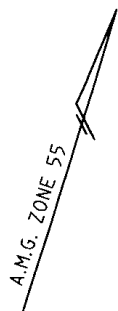
PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

DIAGRAM 23 PART FIFTH STOREY



POINT 'A' - SEE
DIAGRAM I

COMMON PROPERTY No. 1

LOT 1B CONSISTS OF MORE THAN ONE PART

COMMON PROPERTY No. 1

SEE DIAGRAM 24

COMMON PROPERTY No. 1

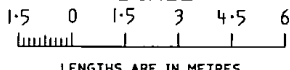
COMMON
PROPERTY
No. 1

QUEENS LANE

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL SHEET SIZE	SCALE
A3	1:150

SCALE



LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

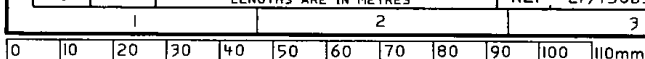
DATE 8/11/03

REF 2194SUBST05/24

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 24



0	10	20	30	40	50	60	70	80	90	100	110mm
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1					2					3		
0	10	20	30	40	50	60	70	80	90	100	110mm	

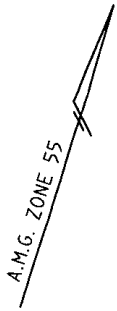
PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

DIAGRAM 27 PART SEVENTH STOREY



POINT 'A' - SEE
DIAGRAM 1

COMMON PROPERTY No. 1

LOT 1B CONSISTS OF MORE THAN ONE PART

COMMON PROPERTY No. 1

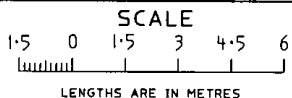
SEE DIAGRAM 27

COMMON PROPERTY No. 1

SHEET 28

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@primus.com.au

ORIGINAL SHEET SIZE	SCALE
A3	1:150



LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 11/08/03

REF. 2194SUBST05/28

VERSION E

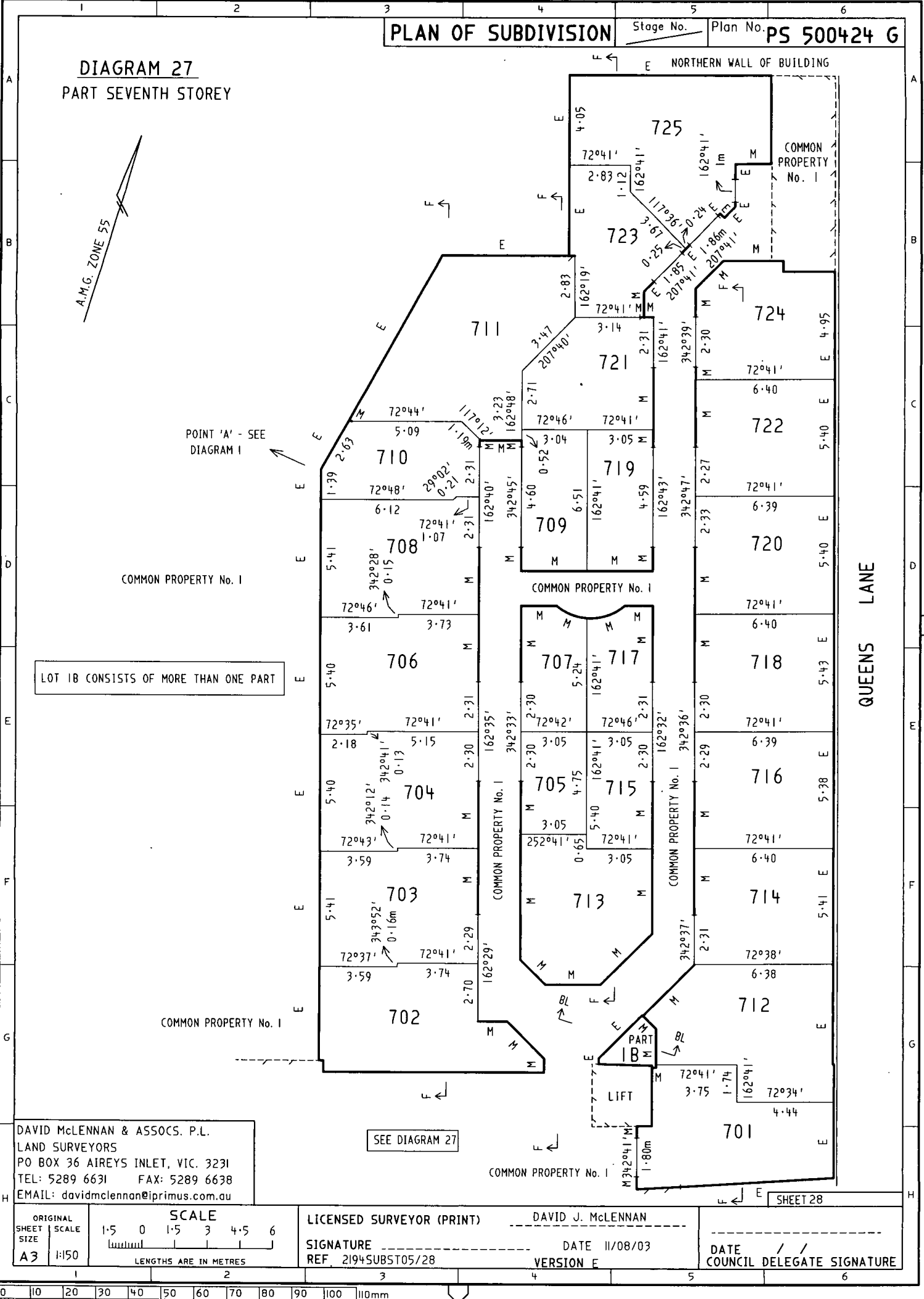
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

QUEENS LANE

A
B
C
D
E
F
G
H

A
B
C
D
E
F
G
H



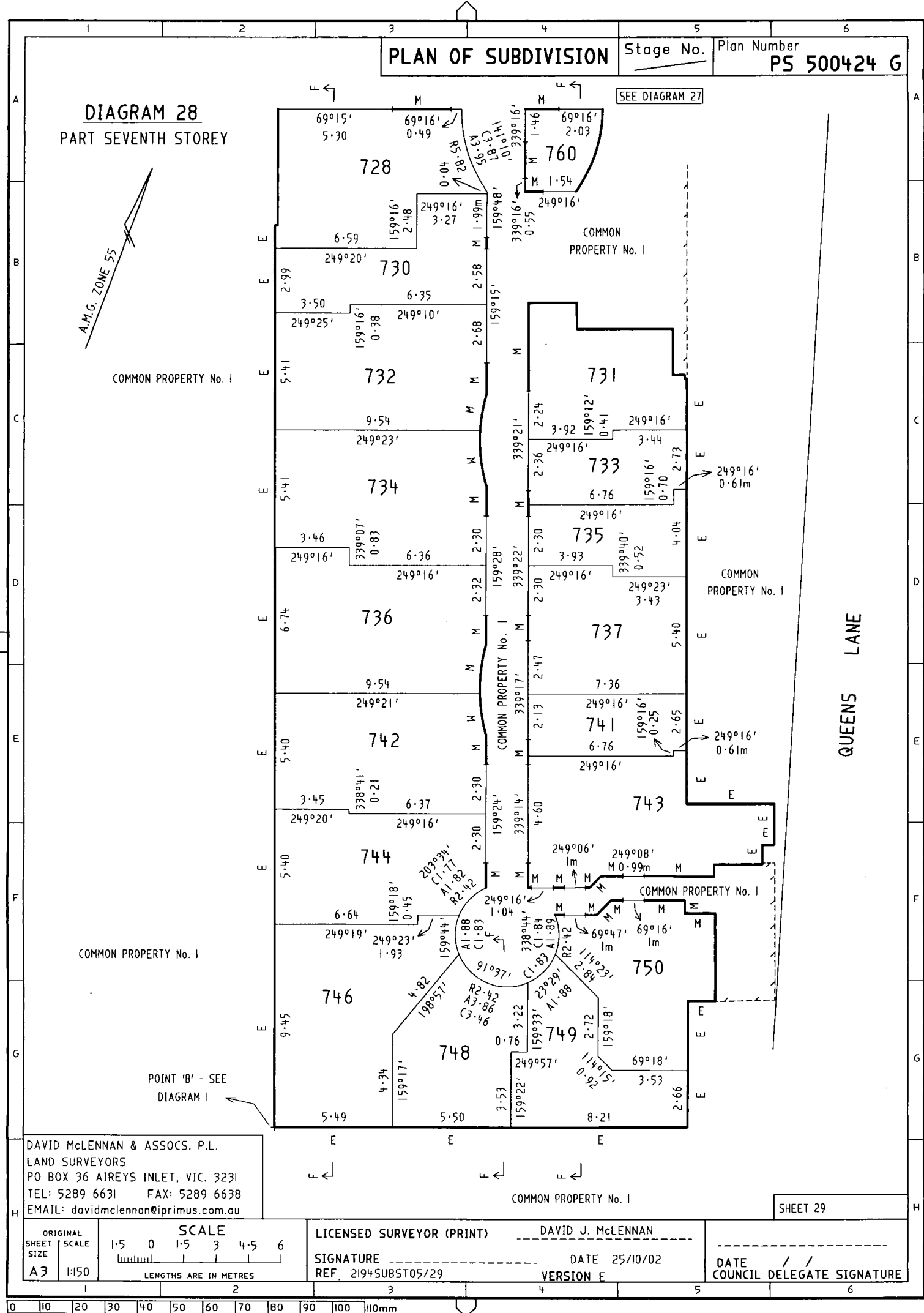


DIAGRAM 28
PART SEVENTH STOREY

PLAN OF SUBDIVISION Stage No. **PS 500424 G**

SEE DIAGRAM 27

A.M.G. ZONE 55

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

SHEET 29

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
PO BOX 36 AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@primus.com.au

ORIGINAL SCALE 1:150
SCALE 1:5 0 1.5 3 4.5 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN
SIGNATURE DATE 25/10/02
REF. 2194SUBST05/29 VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

DIAGRAM 30
PART EIGHTH STOREY

SEE DIAGRAM 29

COMMON PROPERTY No. 1

A.M.G. ZONE 55

COMMON PROPERTY No. 1

FOR LOT 850
SEE DIAG. 31

DIAGRAM 31
PART EIGHTH STOREY

COMMON
PROPERTY No. 1

QUEENS LANE

FOR LOT 829
SEE DIAG. 30

COMMON PROPERTY No. 1

POINT 'B' - SEE
DIAGRAM 1

DAVID MCLENNAN & ASSOCS. P.L.
LAND SURVEYORS
36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL	
SHEET SIZE	SCALE
A3	1:150

SCALE

1.5 0 1.5 3 4.5 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 13/07/03

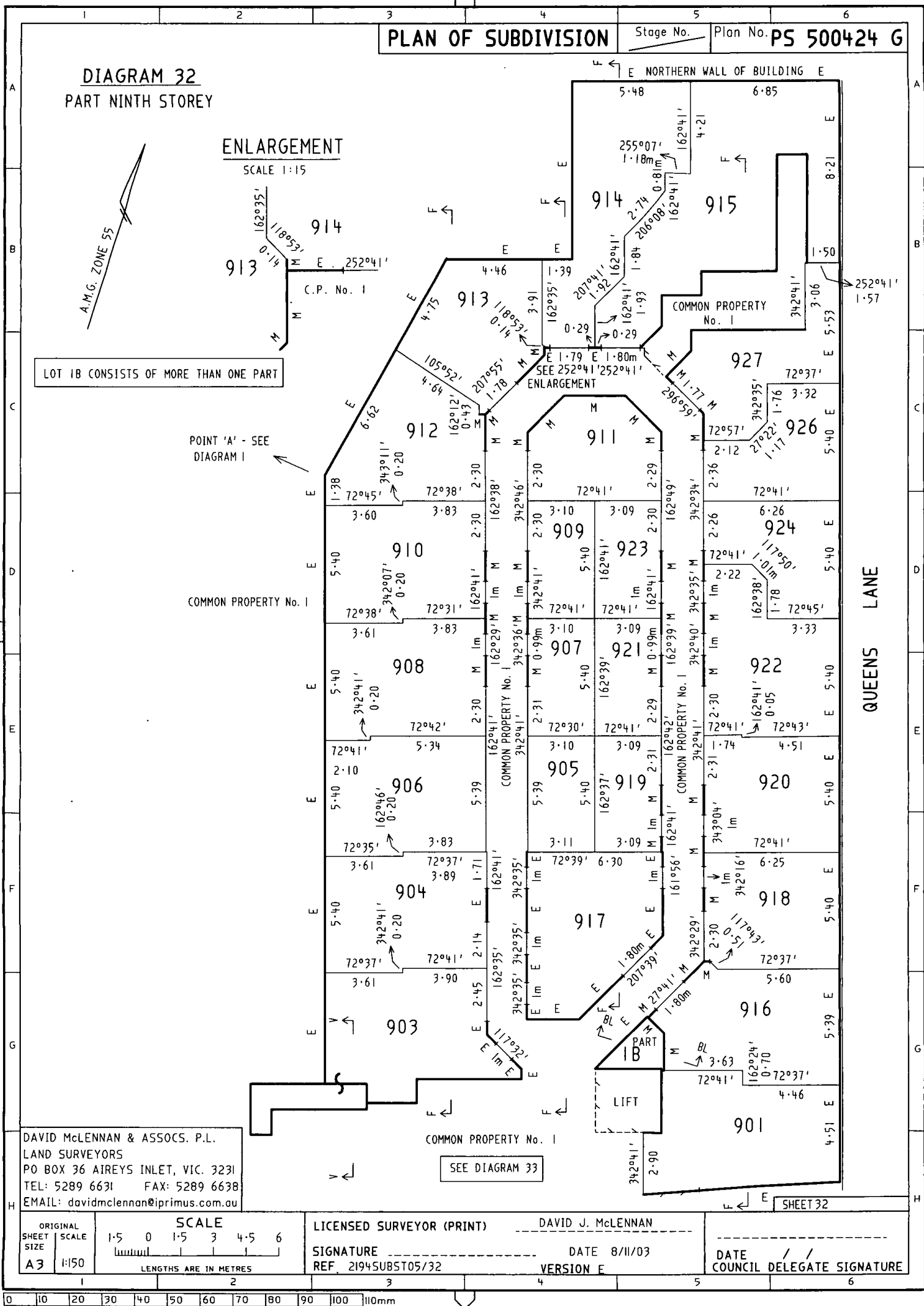
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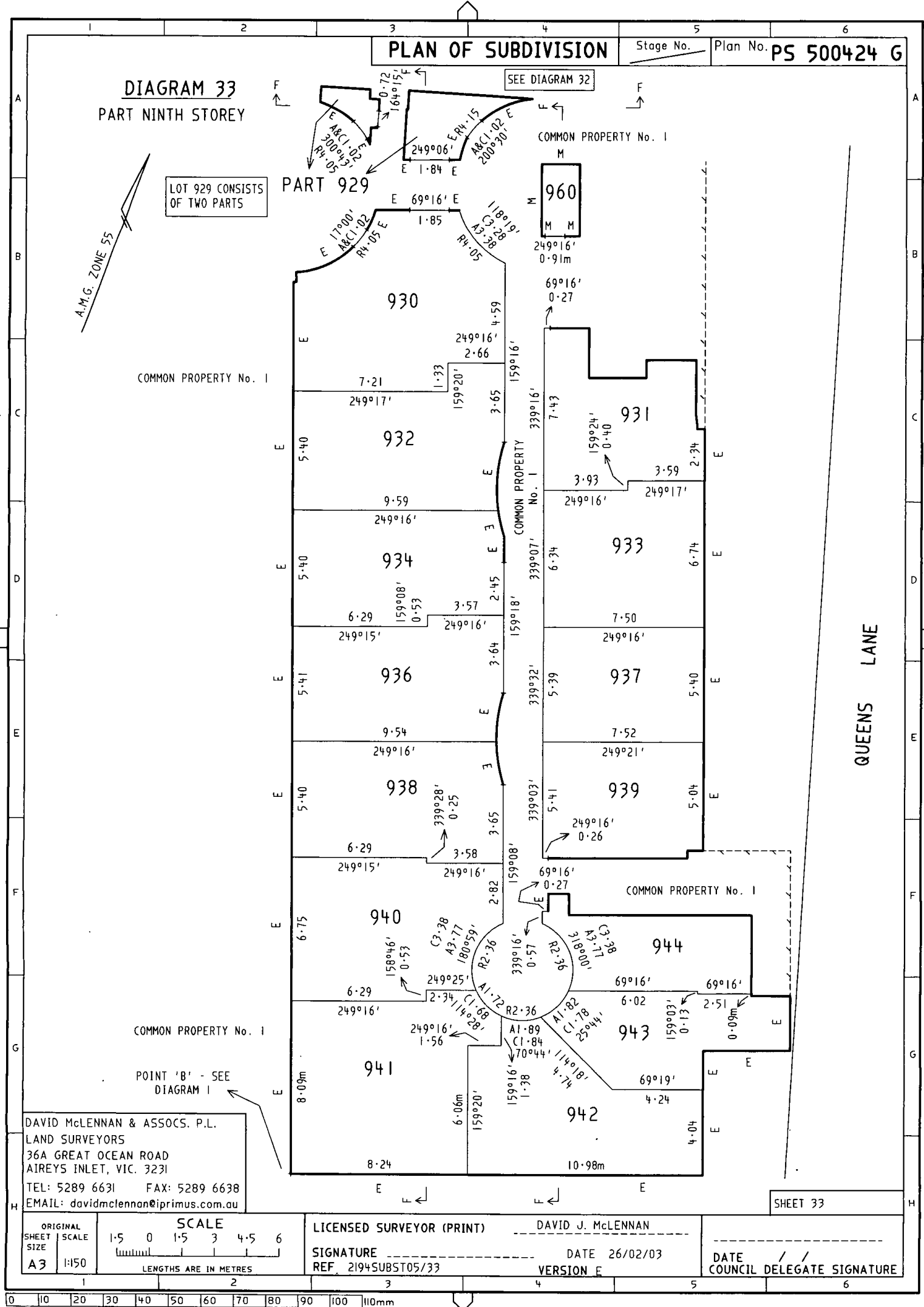
VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 31

1				2				3			
0	10	20	30	40	50	60	70	80	90	100	110mm





0	10	20	30	40	50	60	70	80	90	100	110mm
---	----	----	----	----	----	----	----	----	----	-----	-------

0	10	20	30	40	50	60	70	80	90	100	110mm
---	----	----	----	----	----	----	----	----	----	-----	-------

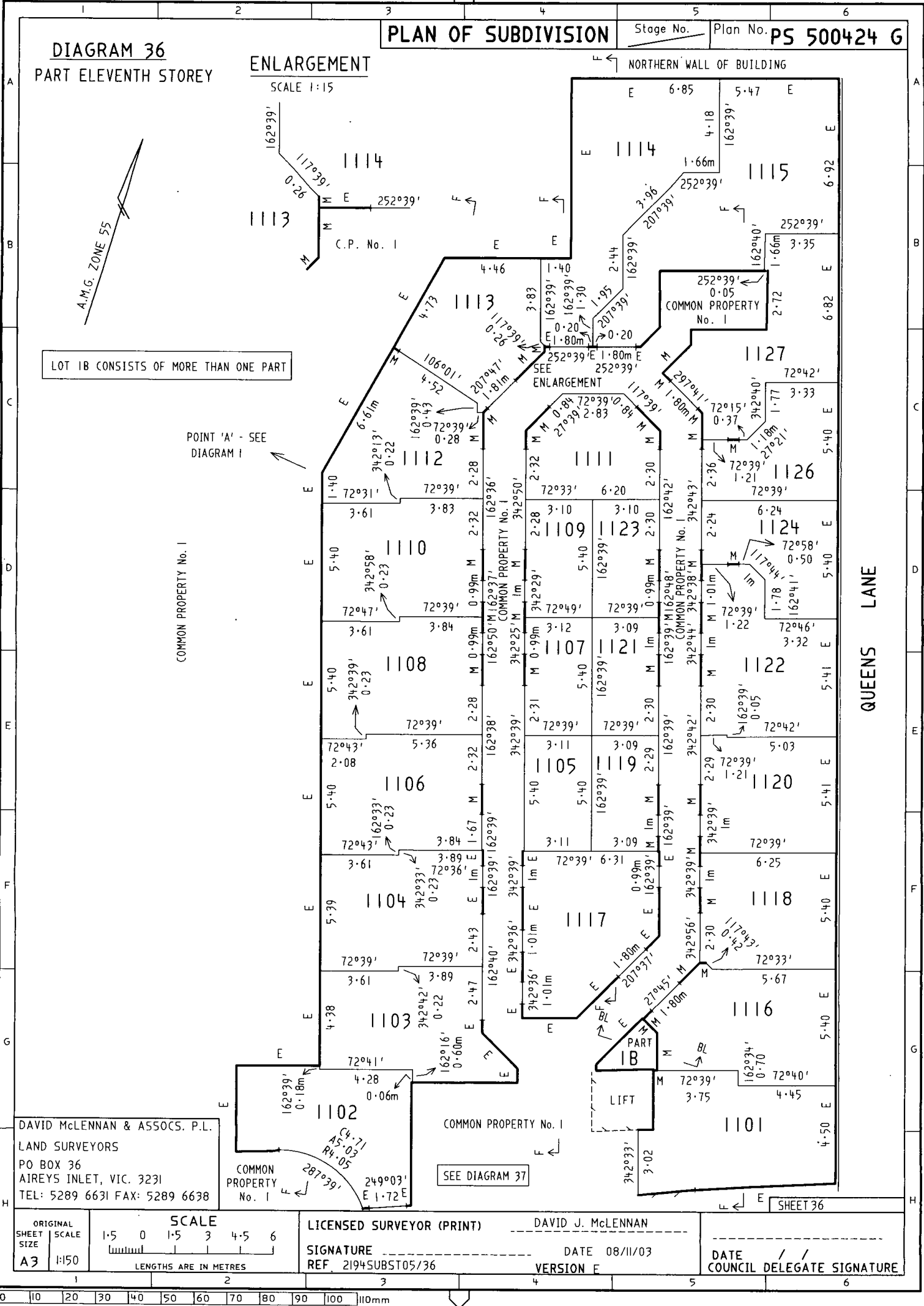
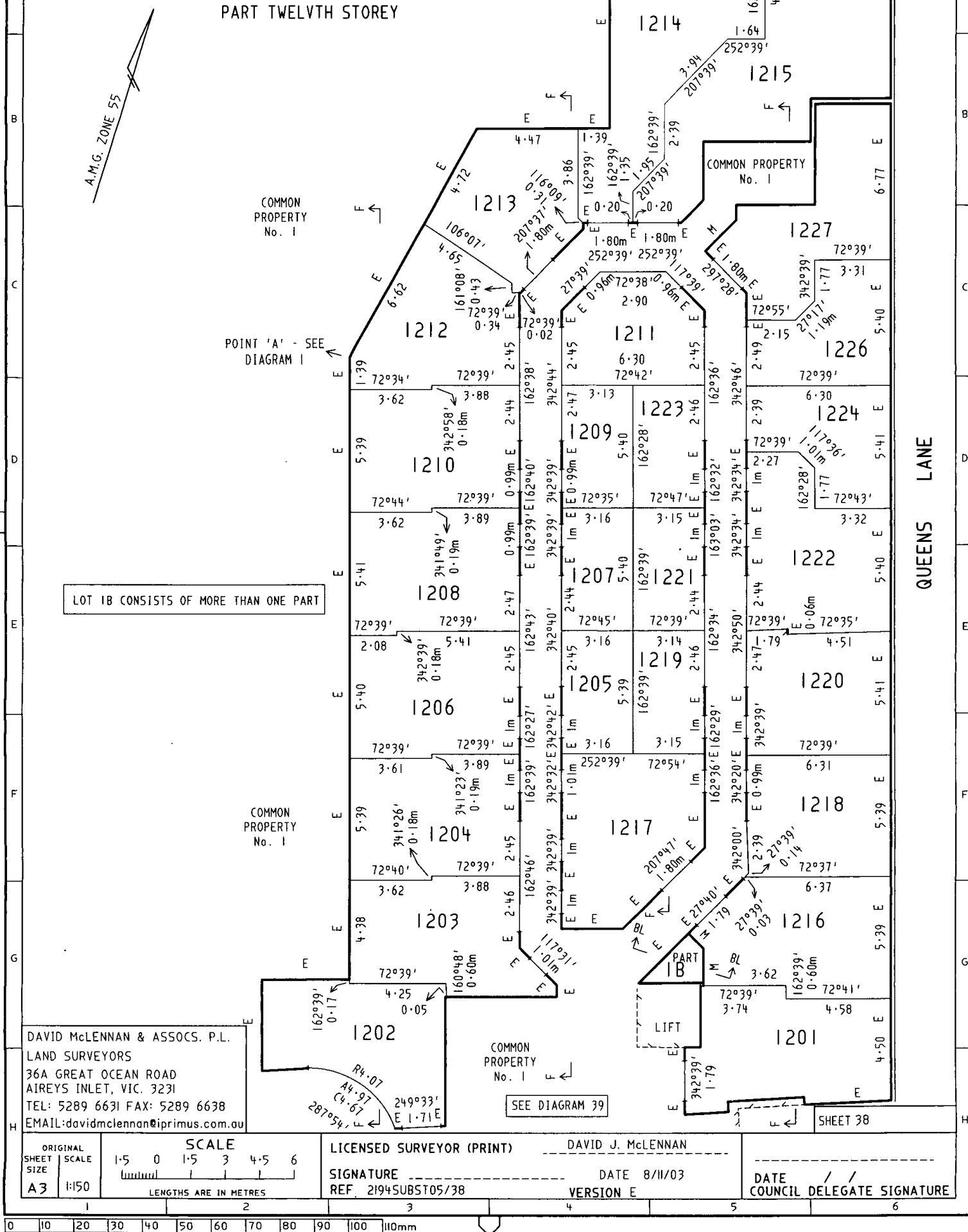


DIAGRAM 38
PART TWELVTH STOREY



PLAN OF SUBDIVISION

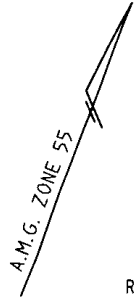
Stage No.

Plan No.

PS 500424 G

SEE DIAGRAM 38

DIAGRAM 39 PART TWELVTH STOREY



COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

QUEENS LANE

COMMON PROPERTY No. 1

POINT 'B' - SEE
DIAGRAM 1

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LAND SURVEYORS
36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL SHEET SIZE	SCALE	LENGTHS ARE IN METRES
A3	1:150	0 1.5 3 4.5 6

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 26/02/03

REF. 2194SUBST05/39

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

NORTHERN WALL OF BUILDING

COMMON
PROPERTY
No. 1

POINT 'A' - SEE
DIAGRAM 1

LOT 1B CONSISTS OF MORE THAN ONE PART

COMMON
PROPERTY
No. 1

COMMON
PROPERTY
No. 1

DAVID McLENNAN & ASSOCS. P.L.

LAND SURVEYORS

36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231

TEL: 5289 6631 FAX: 5289 6638

EMAIL: davidmclennan@iprimus.com.au

COMMON
PROPERTY
No. 1

SEE DIAGRAM 41

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 8/11/03

REF 2194SUBST05/40

VERSION E

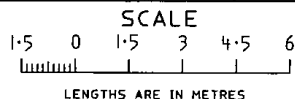
DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL	
SHEET SIZE	SCALE
A3	1:150

SCALE

LENGTHS ARE IN METRES

0	10	20	30	40	50	60	70	80	90	100	110mm
---	----	----	----	----	----	----	----	----	----	-----	-------



PLAN OF SUBDIVISION

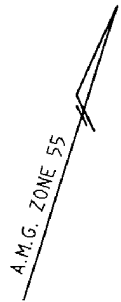
Stage No.

Plan No.

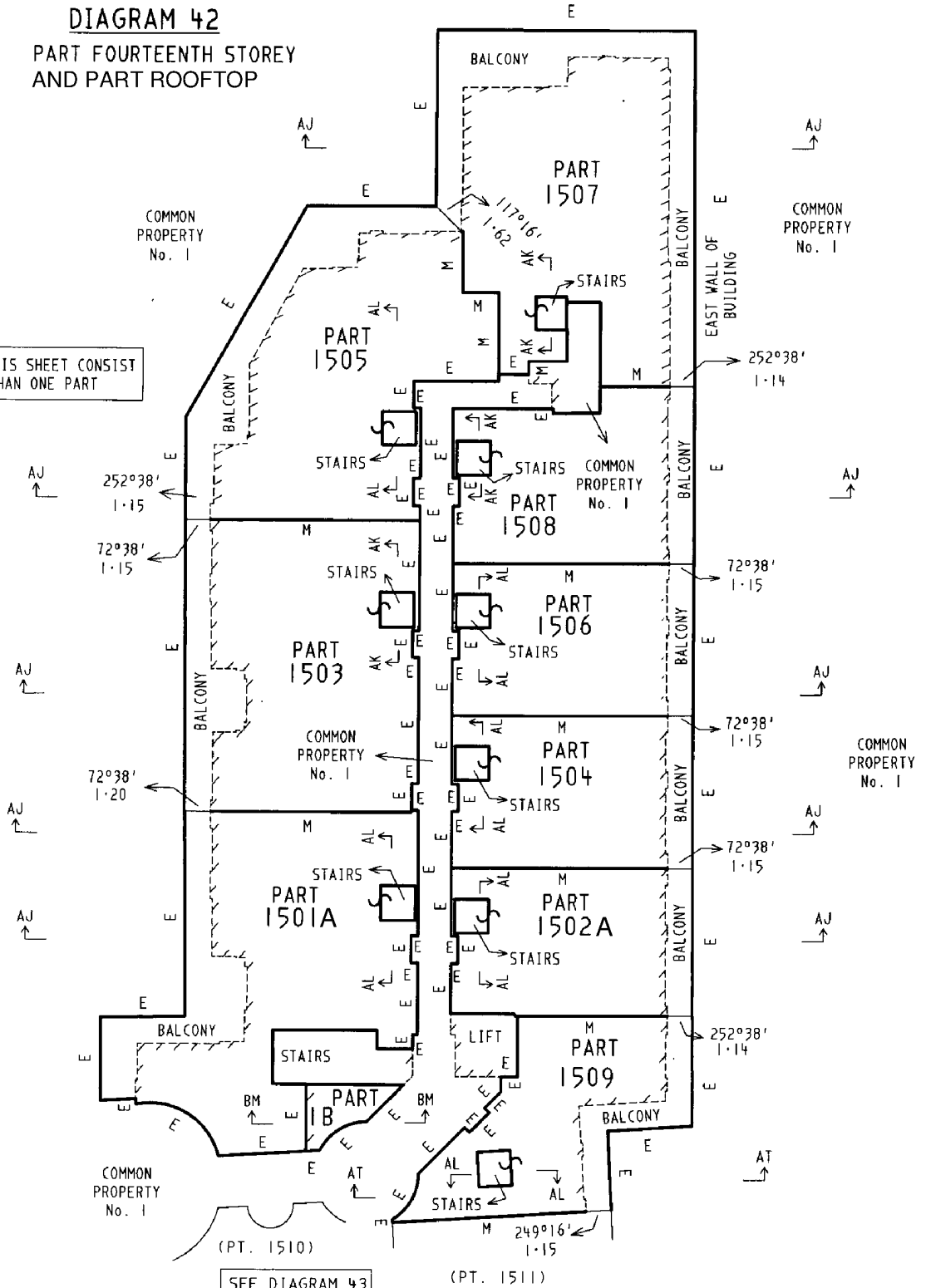
PS 500424 G

DIAGRAM 42

PART FOURTEENTH STOREY
AND PART ROOFTOP



ALL LOTS ON THIS SHEET CONSIST
OF MORE THAN ONE PART



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AIREYS INLET, VIC. 3231
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EMAIL: davidmclennan@iprimus.com.au

SHEET 42

ORIGINAL
SHEET
SIZE
A3

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 8/11/03

REF. 21945UBST05/42

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

DIAGRAM 43 PART FOURTEENTH STOREY

SEE DIAGRAM 42

COMMON PROPERTY No. 1

(PT 1509)

PART
1511

STAIRS

PART
1510

STAIRS

PART
1513

STAIRS

PART
1512

STAIRS

PART
1515

STAIRS

PART
1514

STAIRS

STAIRS

A.M.G. ZONE 55

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

ALL LOTS ON THIS SHEET CONSIST
OF MORE THAN ONE PART

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

SOUTH WALL
OF BUILDING

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@primus.com.au

SHEET 43

ORIGINAL
SHEET
SCALE
A3 1:150

SCALE
1:5 0 1:5 3 4:5 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 13/07/03

REF. 2194SUBST05/43

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

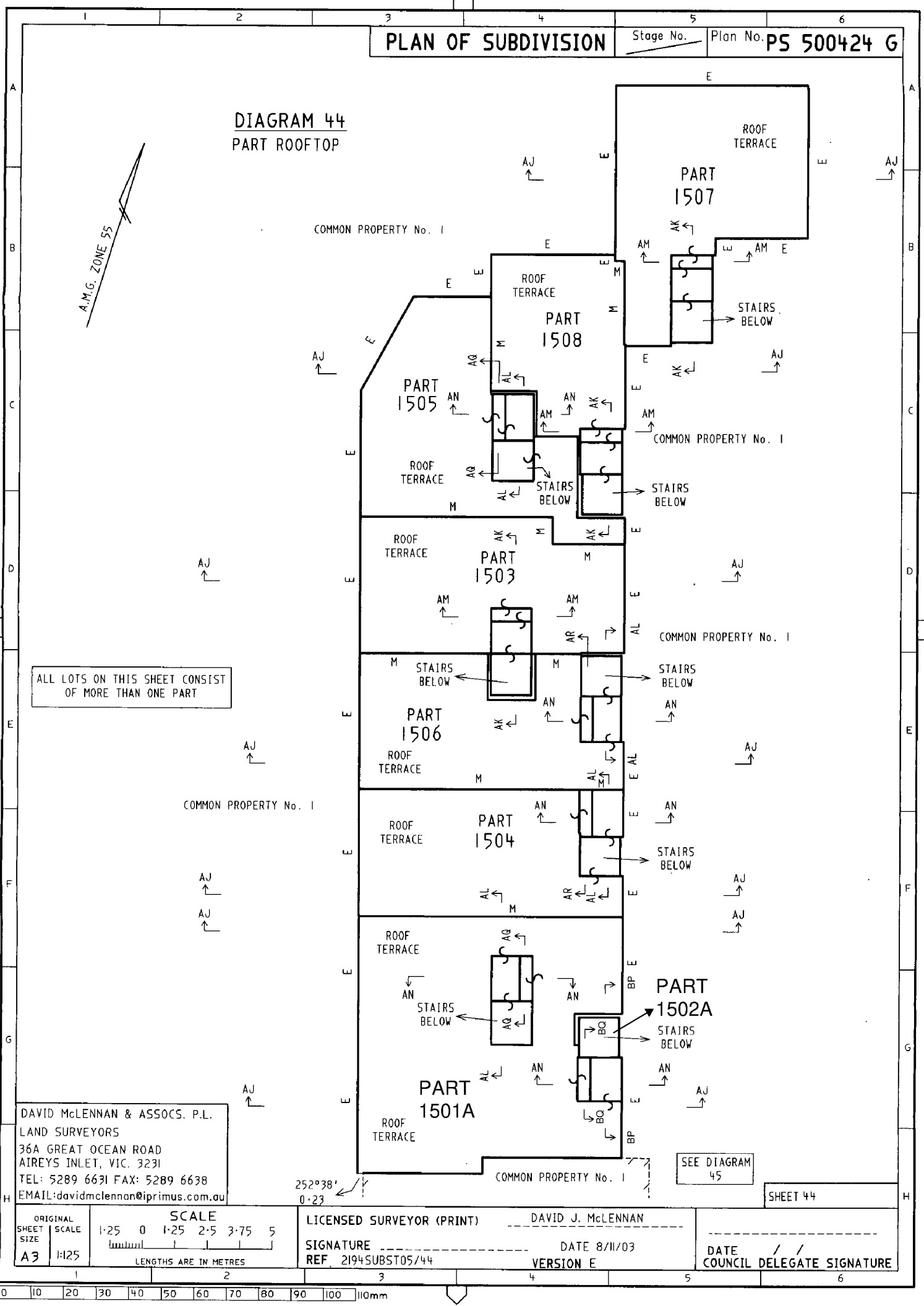


DIAGRAM 44
PART ROOFTOP

PLAN OF SUBDIVISION

Stage No.

Plan No.

PS 500424 G

A.M.G. ZONE 55

COMMON PROPERTY No. 1

PART
1507

ROOF
TERRACE

ROOF
TERRACE

PART
1508

PART
1505

ROOF
TERRACE

ROOF
TERRACE

PART
1503

ROOF
TERRACE

PART
1506

ROOF
TERRACE

ROOF
TERRACE

PART
1504

ROOF
TERRACE

PART
1501A

ROOF
TERRACE

PART
1502A

STAIRS
BELOW

COMMON PROPERTY No. 1

SEE DIAGRAM
45

SHEET 44

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

252°38'
0.23

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 8/11/03

REF. 2194SUBST05/44

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL
SHEET
SCALE
SIZE
A3 1:125

SCALE
1:25 0 1:25 2:5 3:75 5
LENGTHS ARE IN METRES

0 10 20 30 40 50 60 70 80 90 100 110mm

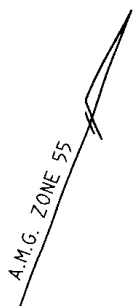
PLAN OF SUBDIVISION

Stage No.

SEE DIAGRAM 44

PS 500424 G

DIAGRAM 45 PART ROOFTOP



AJ

AJ

AJ

AJ

AJ

AJ

COMMON
PROPERTY
No. 1

DAVID McLENNAN & ASSOCS. P.L.
LAND SURVEYORS
36A GREAT OCEAN ROAD
AIREYS INLET, VIC. 3231
TEL: 5289 6631 FAX: 5289 6638
EMAIL: davidmclennan@iprimus.com.au

ORIGINAL SHEET SIZE	SCALE
A3	1:125

SCALE				
1:25	0	1:25	2:50	3:75
LENGTHS ARE IN METRES				

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

REF 2194SUBST05/45

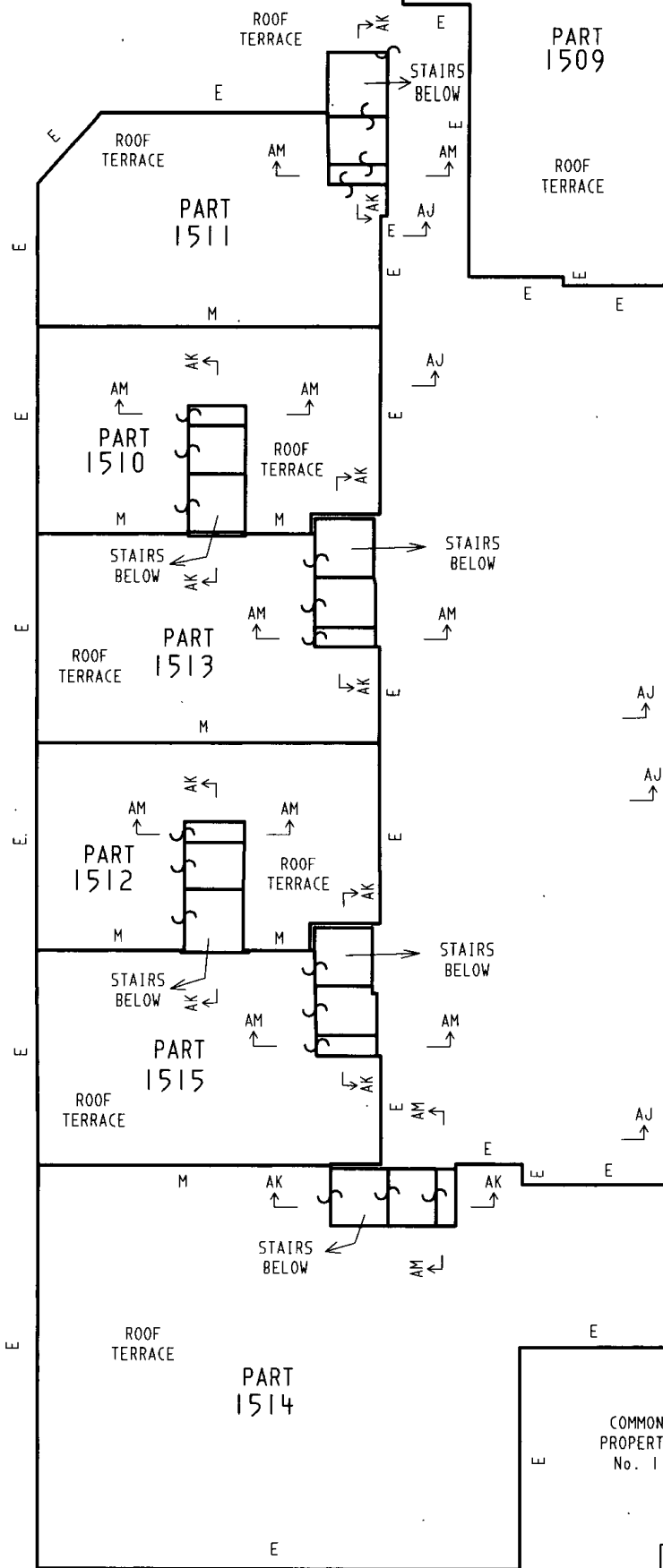
DATE 8/11/03

VERSION E

DATE / /
COUNCIL DELEGATE SIGNATURE

SHEET 45

0 10 20 30 40 50 60 70 80 90 100 110mm



COMMON
PROPERTY
No. 1

COMMON
PROPERTY
No. 1

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500424 G

DIAGRAM 46

PART GROUND STOREY

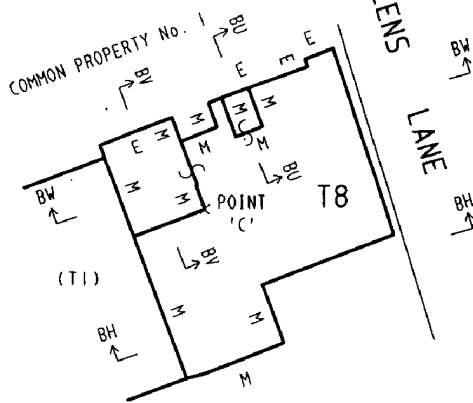
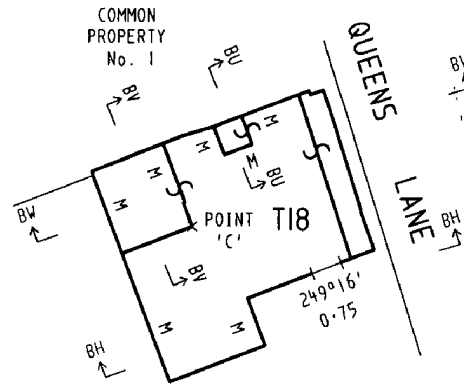


DIAGRAM 47

PART GROUND STOREY & GROUND STOREY MEZZANINE



CROSS SECTION INDEX

SHEET	CROSS SECTION
47	A, B, C, D & E
48	F
49	G, H & J
50	K, L, M, N, P & Q
51	R, S, T, U, V, W, X & Y
52	Z, AA, AB, AC, AD, AE, AF, AG & AH
53	AJ, AL, AM, AN & AQ
54	AK, AT, AU & BK
55	AR, BP, BQ-BQ', BR, BS, BT, BU, BV & BW
56	AS, BB, BC, BD, BF & BG
57	BH, BJ, BL, BM & BN
58	BP & BQ

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LAND SURVEYORS

36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231

TEL: 5289 6631 FAX: 5289 6638

EMAIL: davidmclennan@iprimus.com.au

SHEET 46

ORIGINAL	SCALE
SHEET SIZE A3	SCALE 1:125
	1:25 0 1:25 2.5 3.75 5
	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

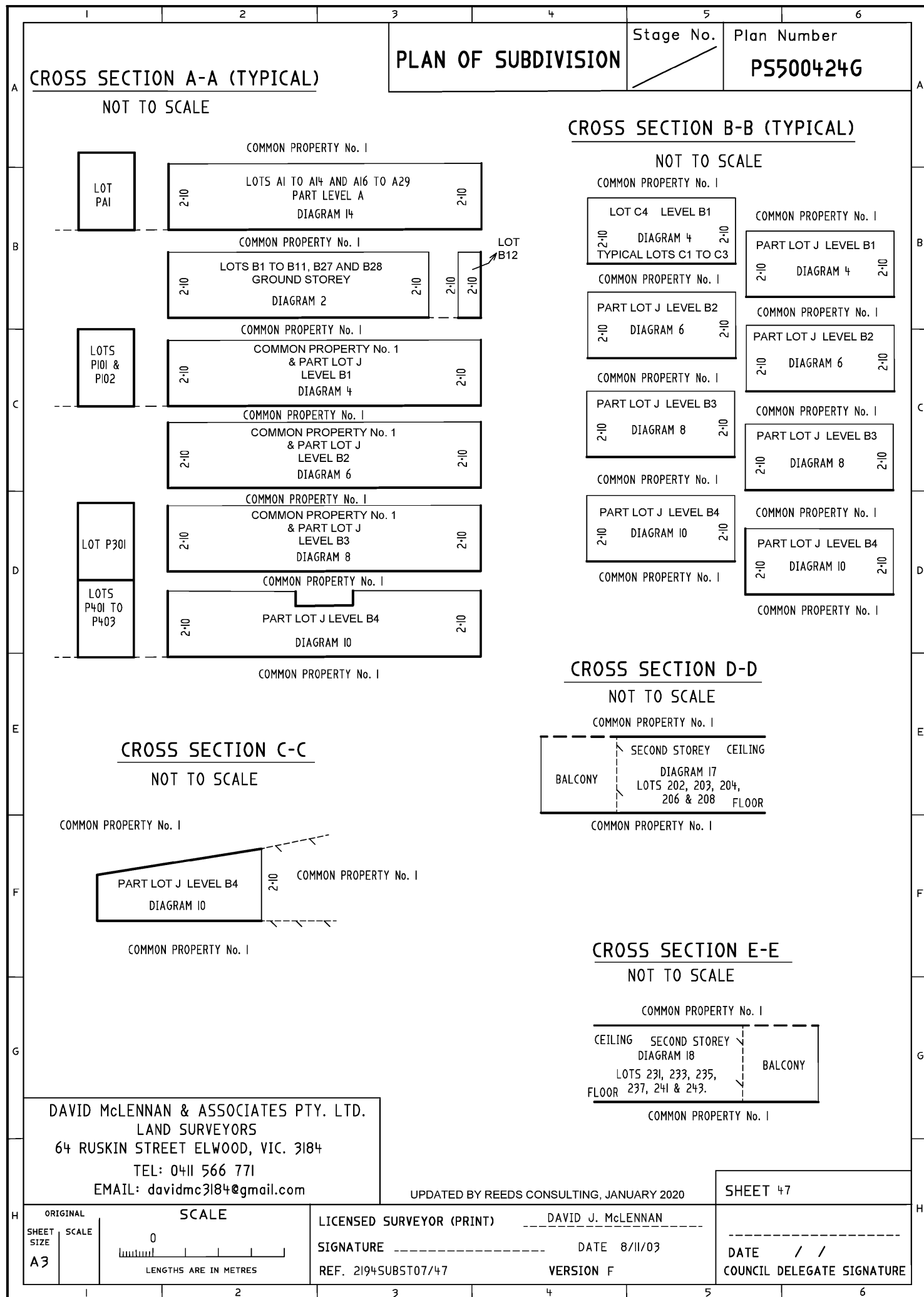
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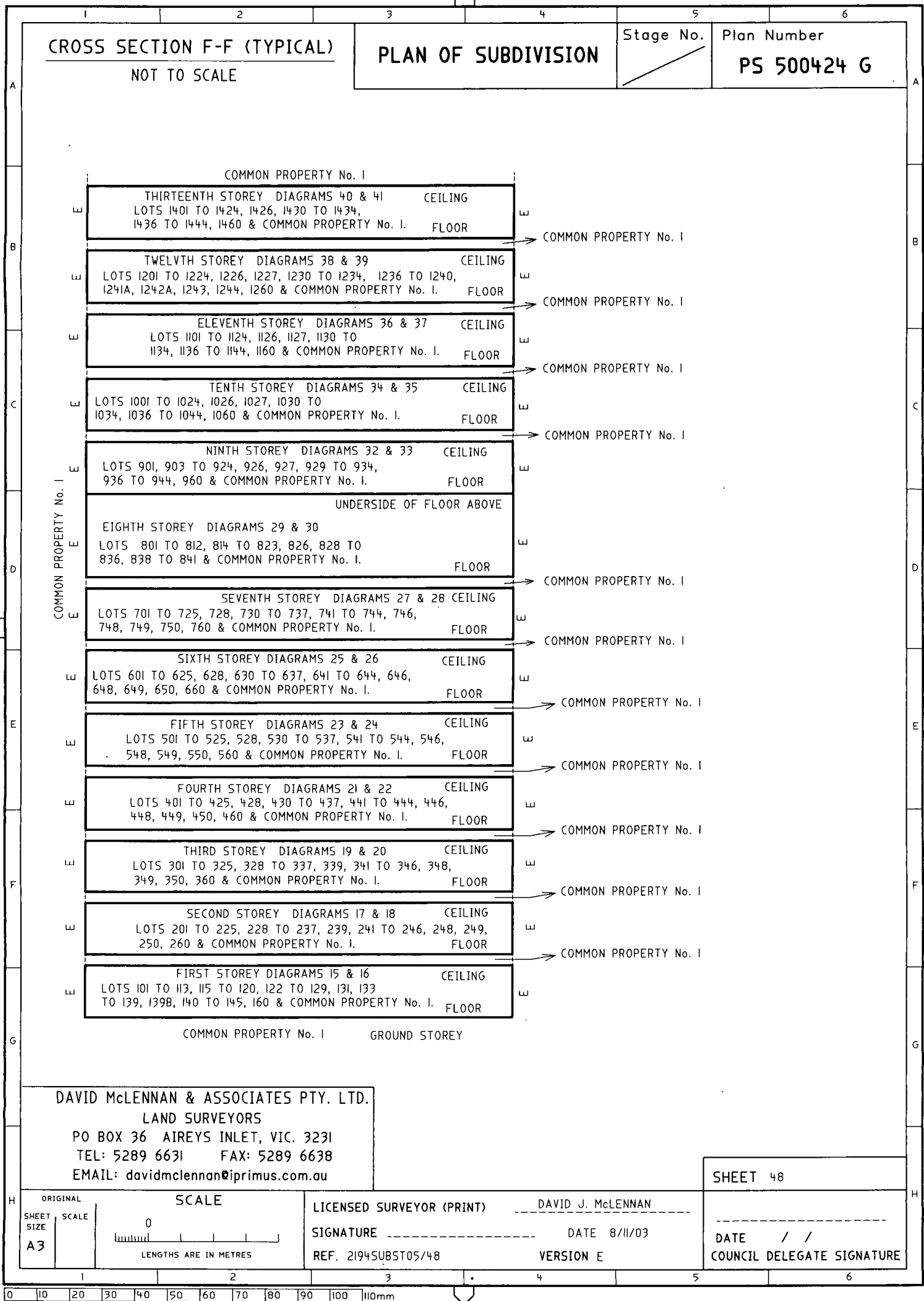
DATE 16/02/05

REF. 2194SUBST06/46

VERSION F

DATE / /
COUNCIL DELEGATE SIGNATURE

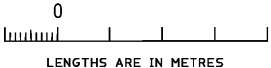


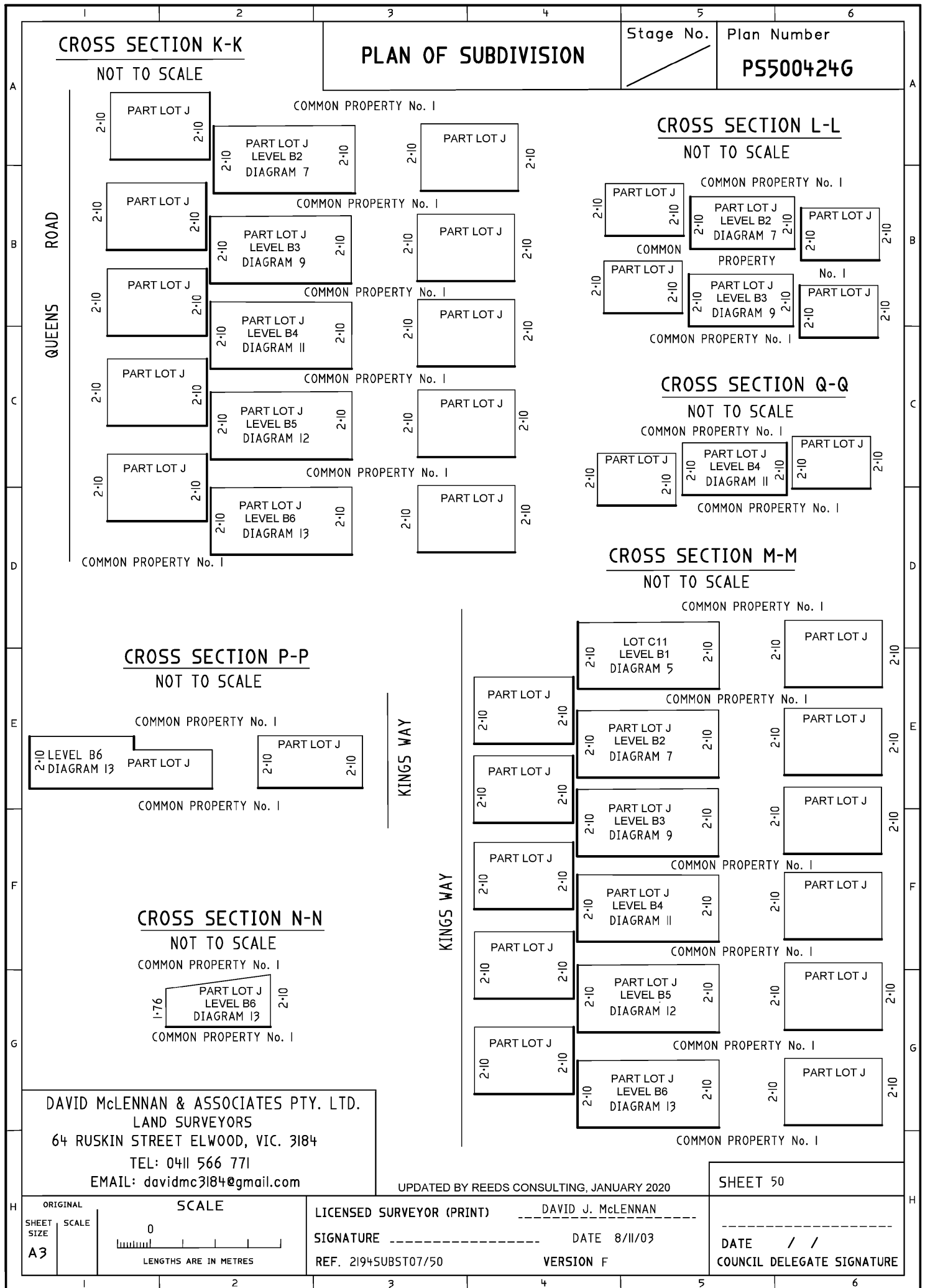


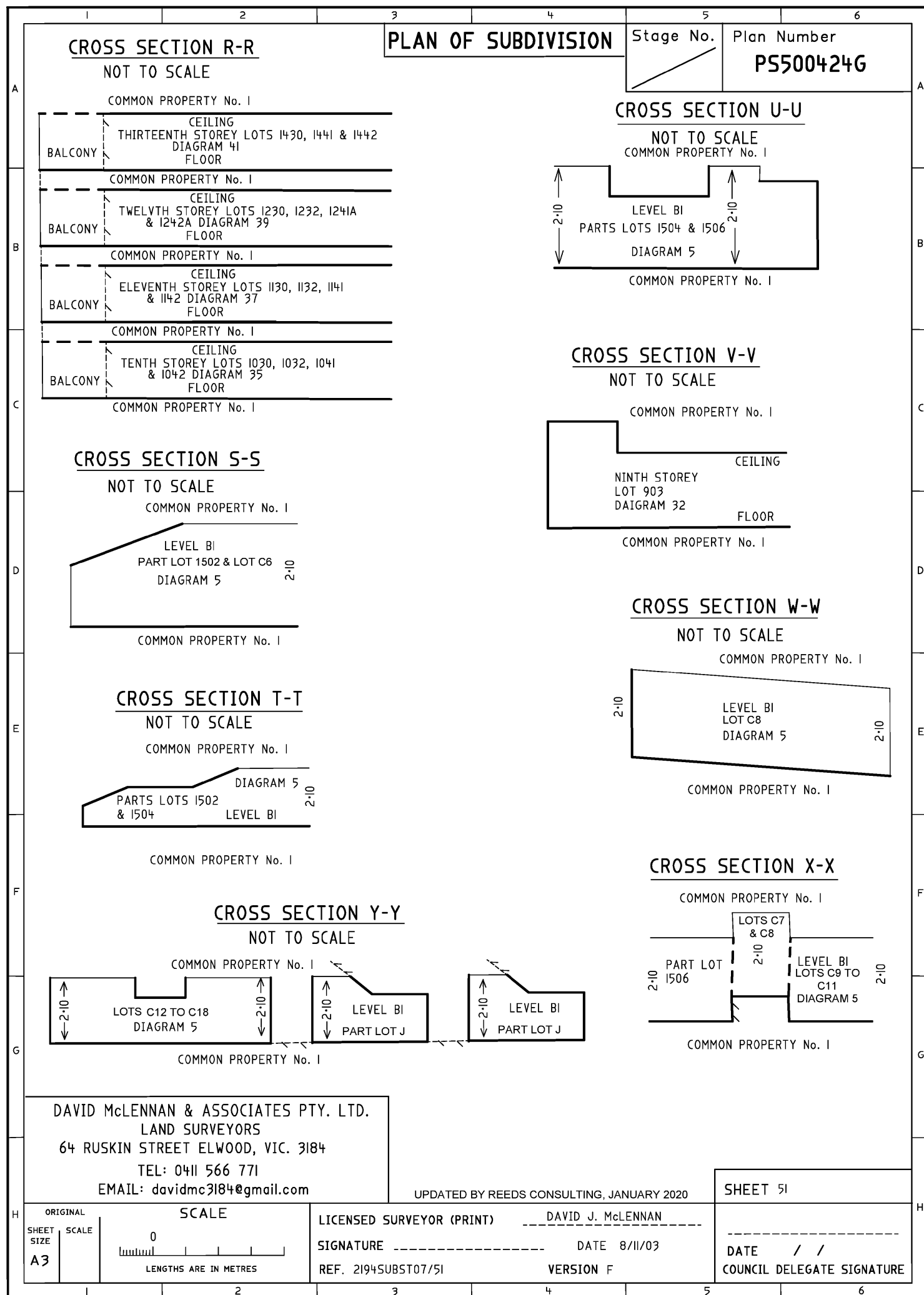
DAVID McLENNAN & ASSOCIATES PTY. LTD.
 LAND SURVEYORS
 PO BOX 36 AIREYS INLET, VIC. 3231
 TEL: 5289 6631 FAX: 5289 6638
 EMAIL: davidmclennan@iprimus.com.au

SHEET 48

ORIGINAL SCALE A3	<p style="text-align: center;">SCALE</p> <p style="text-align: center;">LENGTHS ARE IN METRES</p>	LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN SIGNATURE _____ DATE 8/11/03 REF. 2194SUBST05/48 VERSION E	DATE / / COUNCIL DELEGATE SIGNATURE _____
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PLAN OF SUBDIVISION			Stage No. <div style="border-top: 1px solid black; width: 100%; height: 20px;"></div>	Plan Number PS500424G
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<div style="display: flex; justify-content: space-between;"><div style="width: 48%;"></div><div style="width: 4%; text-align: center; font-weight: bold;">KINGS WAY</div><div style="width: 48%;"><p>CROSS SECTION J-J NOT TO SCALE</p><div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;">COMMON PROPERTY No. 1 PART LOT J LEVEL B1 DIAGRAM 5 RAMP</div><div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;">COMMON PROPERTY No. 1 PART LOT J LEVEL B2 DIAGRAM 7 RAMP</div><div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;">COMMON PROPERTY No. 1 PART LOT J LEVEL B3 DIAGRAM 9 RAMP</div><div style="border: 1px solid black; padding: 5px; margin-bottom: 5px; text-align: center;">COMMON PROPERTY No. 1 PART LOT J LEVEL B4 DIAGRAM 11 RAMP</div><div style="border: 1px solid black; padding: 5px; text-align: center;">COMMON PROPERTY No. 1</div></div></div>				
DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS 64 RUSKIN STREET ELWOOD, VIC. 3184 TEL: 0411 566 771 EMAIL: davidmc3184@gmail.com			UPDATED BY REEDS CONSULTING, JANUARY 2020	
<div style="display: flex; align-items: center;"><div style="border: 1px solid black; padding: 2px; margin-right: 5px;">ORIGINAL SHEET SIZE A3</div><div style="border: 1px solid black; padding: 2px; margin-right: 5px;">SCALE</div><div style="text-align: center;"> LENGTHS ARE IN METRES</div></div>			<div style="display: flex; justify-content: space-between;"><div>LICENSED SURVEYOR (PRINT) <u>DAVID J. McLENNAN</u></div><div>DATE <u>8/11/03</u></div></div> <div style="display: flex; justify-content: space-between;"><div>SIGNATURE _____</div><div>VERSION <u>F</u></div></div> <div style="display: flex; justify-content: space-between;"><div>REF. <u>2194SUBST07/49</u></div><div></div></div>	
			SHEET 49	
			DATE / / COUNCIL DELEGATE SIGNATURE _____	





1		2		3		4		5		6			
PLAN OF SUBDIVISION								Stage No. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		Plan Number PS500424G			
<div style="text-align: center;">CROSS SECTION AB-AB NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">↑ 2.10 PARTS LOTS J, 1501, 1503, 1505 & 1507 TO 1515 & COMMON PROPERTY NO. 1. DIAGRAM 5 LEVEL B1 ↓ 2.10</div> COMMON PROPERTY No. 1</div>								<div style="text-align: center;">CROSS SECTION Z-Z NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">↑ 2.10 PART LOT J DIAGRAM 5 LEVEL B1 ↓ 2.10</div> COMMON PROPERTY No. 1</div> <div style="text-align: center; width: 100px; margin-left: auto;">QUEENS LANE</div>					
<div style="text-align: center;">CROSS SECTION AD-AD NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">CEILING FIRST STOREY DIAGRAM 16 LOT 132 FLOOR</div> COMMON PROPERTY No. 1</div>								<div style="text-align: center;">CROSS SECTION AC-AC (TYPICAL) NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">FIRST STOREY DIAGRAM 16 LOTS 132A, 134, 139 TO 144, 146, 147, 160A, 161 & COMMON PROPERTY No. 1 CEILING FLOOR</div> COMMON PROPERTY No. 1</div> <div style="text-align: center; width: 100px; margin-left: auto;">QUEENS LANE</div>					
<div style="text-align: center;">CROSS SECTION AA-AA NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">UNDERSIDE OF FLOOR ABOVE EIGHTH STOREY DIAGRAM 29 LOT 802 FLOOR</div> COMMON PROPERTY No. 1</div>								<div style="text-align: center;">CROSS SECTION AE-AE NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">UNDERSIDE OF FLOOR ABOVE LOT 802 DIAGRAM 29 EIGHTH STOREY FLOOR</div> COMMON PROPERTY No. 1</div>					
<div style="text-align: center;">CROSS SECTION AG-AG NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">UNDERSIDE OF FLOOR ABOVE EIGHTH STOREY DIAGRAM 30 LOT 829 FLOOR</div> COMMON PROPERTY No. 1</div>								<div style="text-align: center;">CROSS SECTION AF-AF NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">↑ 1.6m EIGHTH STOREY DIAGRAM 29 LOT 851 FLOOR ↓ 1.6m</div> COMMON PROPERTY No. 1</div>					
<div style="text-align: center;">CROSS SECTION AH-AH NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">UNDERSIDE OF FLOOR ABOVE EIGHTH STOREY DIAGRAM 31 LOT 850 FLOOR</div> COMMON PROPERTY No. 1</div>								<div style="text-align: center;">CROSS SECTION AH-AH NOT TO SCALE COMMON PROPERTY No. 1 <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px; text-align: center;">UNDERSIDE OF FLOOR ABOVE EIGHTH STOREY DIAGRAM 31 LOT 850 FLOOR</div> COMMON PROPERTY No. 1</div>					
UPDATED BY REEDS CONSULTING, JANUARY 2020													
DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS 64 RUSKIN STREET ELWOOD, VIC. 3184 TEL: 0411 566 771 EMAIL: davidmc3184@gmail.com													
ORIGINAL SHEET SIZE A3		SCALE 0 LENGTHS ARE IN METRES <div style="border: 1px solid black; width: 100px; height: 10px; margin: 5px auto;"></div>		LICENSED SURVEYOR (PRINT) SIGNATURE _____ REF. 2194SUBST07/52		DAVID J. McLENNAN DATE 13/07/03 VERSION F		SHEET 52 DATE / / COUNCIL DELEGATE SIGNATURE _____					

PLAN OF SUBDIVISION

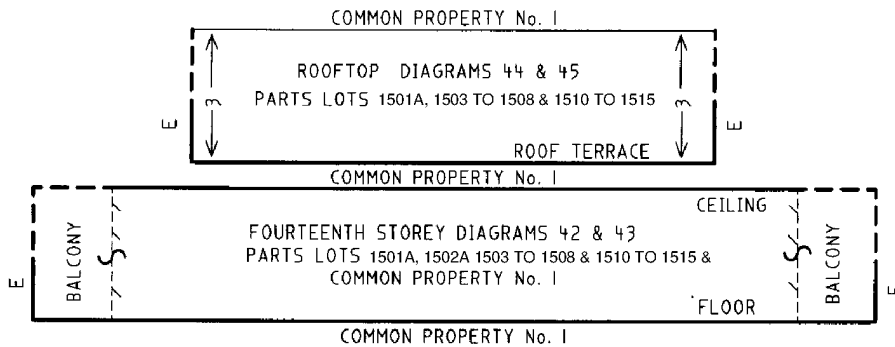
Stage No.

Plan Number

PS 500424 G

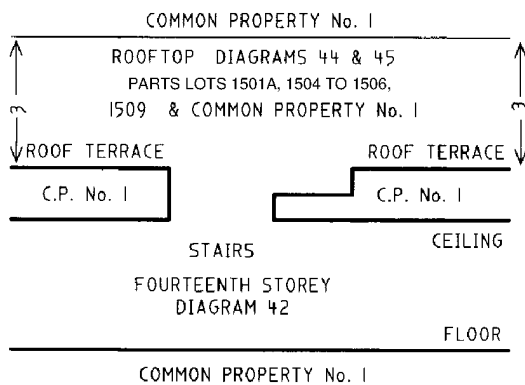
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NOT TO SCALE



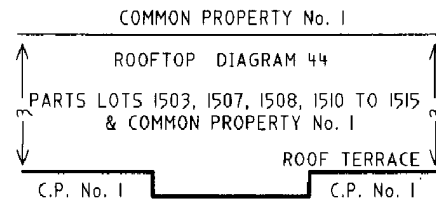
CROSS SECTION AL-AL (TYPICAL)

NOT TO SCALE



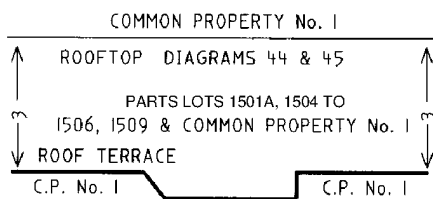
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NOT TO SCALE



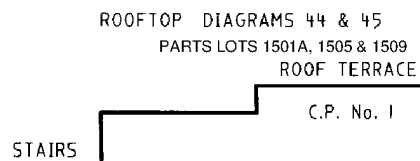
CROSS SECTION AN-AN (TYPICAL)

NOT TO SCALE



CROSS SECTION AQ-AQ

NOT TO SCALE



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LAND SURVEYORS

36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231

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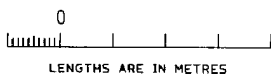
EMAIL: davidmclennan@iprimus.com.au

SHEET 53

ORIGINAL

SCALE

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 8/11/03

REF. 2194SUBST05/53

VERSION E

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION			Stage No. <div style="border-top: 1px solid black; width: 100%; height: 10px;"></div>	Plan Number PS500424G
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DAVID McLENNAN & ASSOCIATES PTY. LTD.
LAND SURVEYORS
64 RUSKIN STREET ELWOOD, VIC. 3184
TEL: 0411 566 771
EMAIL: davidmc3184@gmail.com

UPDATED BY REEDS CONSULTING, JANUARY 2020

SHEET 54

ORIGINAL SCALE

SHEET SIZE A3

0

LENGTHS ARE IN METRES

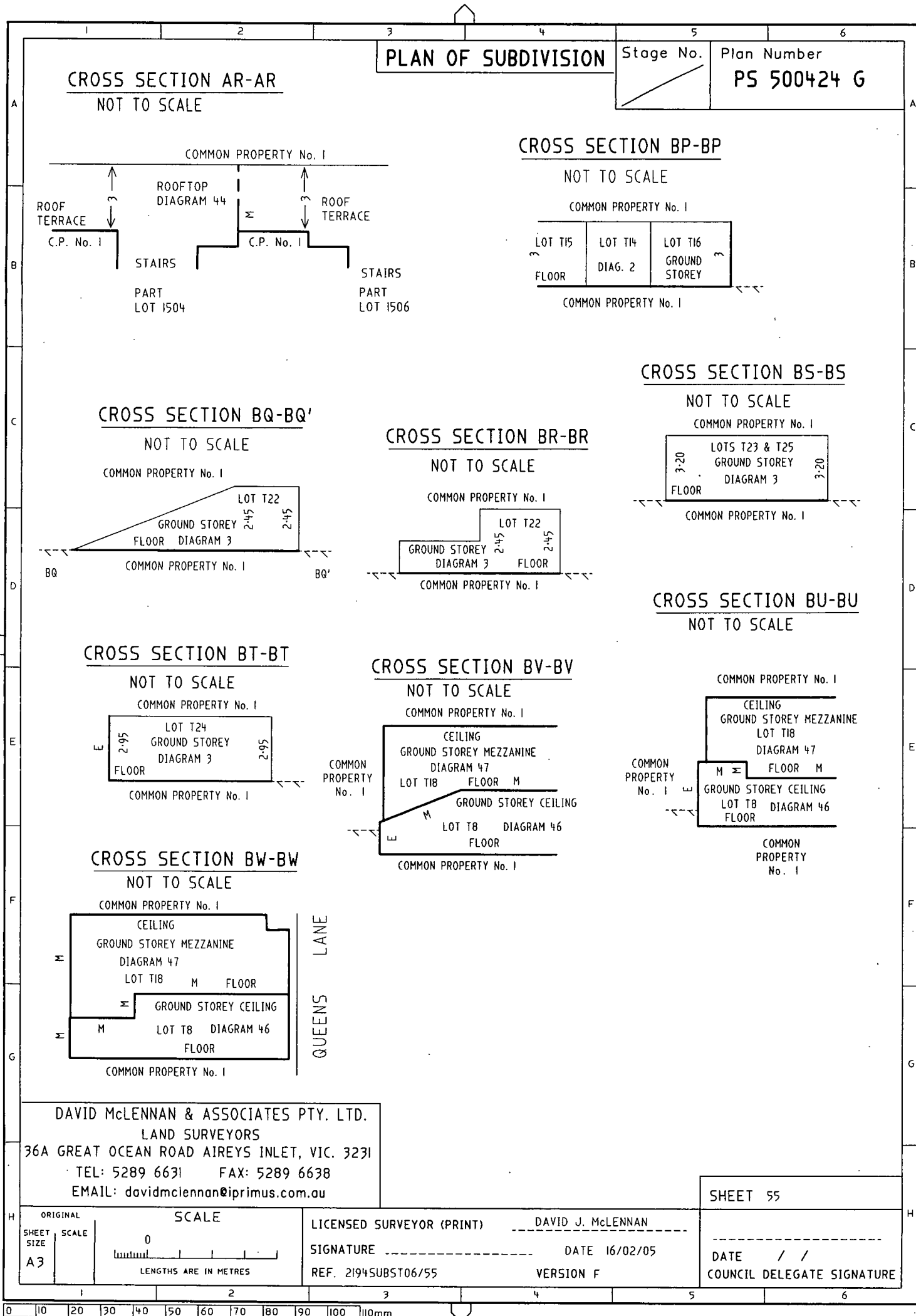
LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE _____ DATE 8/11/03

REF. 2194SUBST07/54 VERSION F

DATE / /

COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500424 G

CROSS SECTION AR-AR

NOT TO SCALE

CROSS SECTION BP-BP

NOT TO SCALE

CROSS SECTION BQ-BQ'

NOT TO SCALE

CROSS SECTION BR-BR

NOT TO SCALE

CROSS SECTION BS-BS

NOT TO SCALE

CROSS SECTION BT-BT

NOT TO SCALE

CROSS SECTION BV-BV

NOT TO SCALE

CROSS SECTION BU-BU

NOT TO SCALE

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LAND SURVEYORS

36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231

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EMAIL: davidmclennan@iprimus.com.au

SHEET 55

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SHEET

SCALE

0

SIGNATURE

DATE 16/02/05

DATE

/

/

COUNCIL DELEGATE SIGNATURE

REF. 2194SUBST06/55

VERSION F

LENGTHS ARE IN METRES

1

2

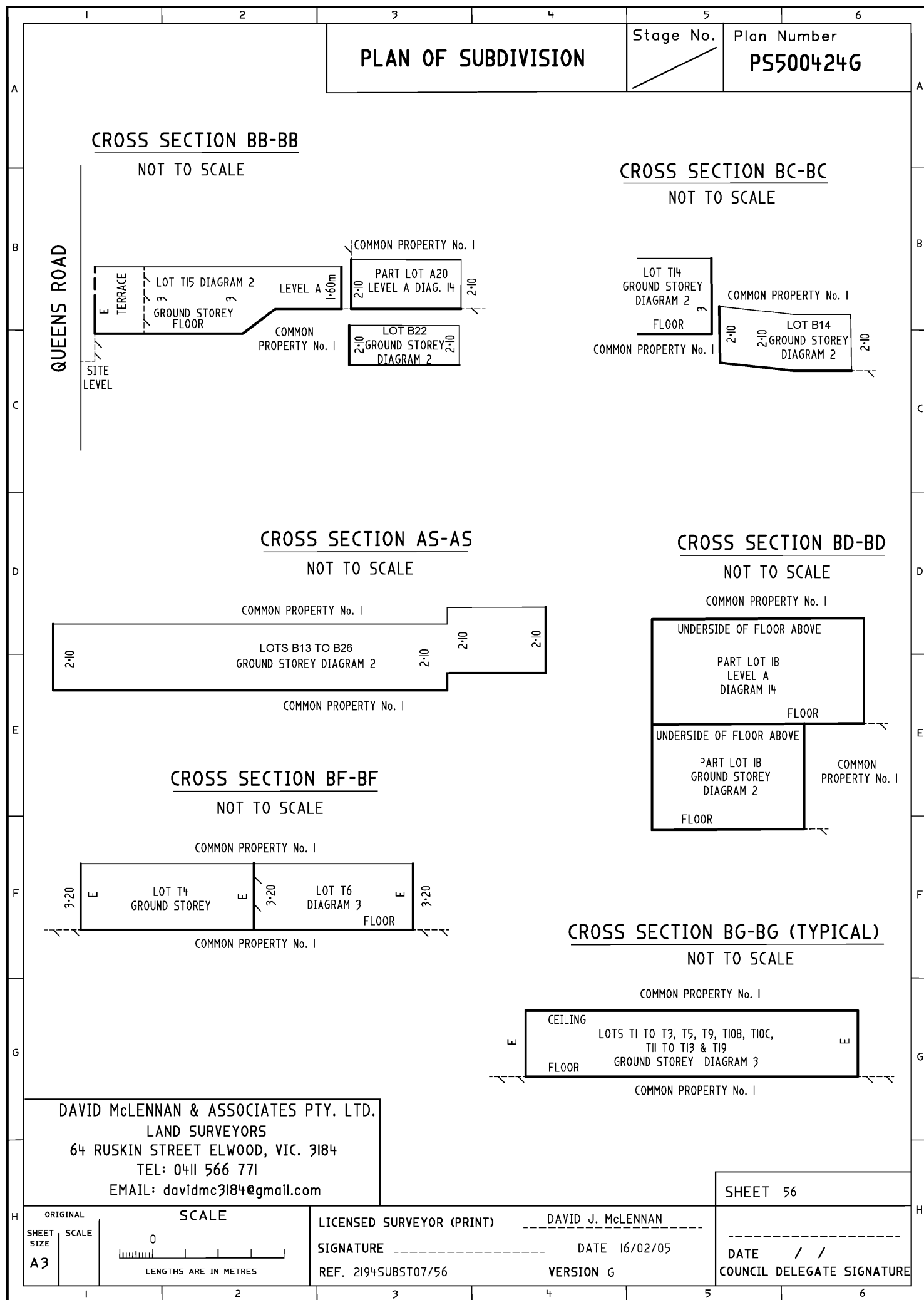
3

4

5

6

0 10 20 30 40 50 60 70 80 90 100 110mm



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 500424 G

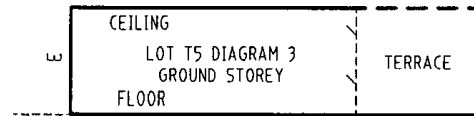
CROSS SECTION BL-BL (TYPICAL)

NOT TO SCALE

CROSS SECTION BJ-BJ

NOT TO SCALE

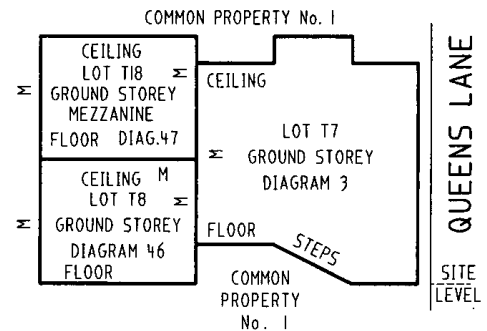
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	UNDERSIDE OF FLOOR ABOVE PART LOT 1B TWELVTH STOREY FLOOR DIAGRAM 38	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B ELEVENTH STOREY FLOOR DIAGRAM 36	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B TENTH STOREY FLOOR DIAGRAM 34	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B NINTH STOREY FLOOR DIAGRAM 32	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B EIGHTH STOREY FLOOR DIAGRAM 29	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B SEVENTH STOREY FLOOR DIAGRAM 27	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B SIXTH STOREY FLOOR DIAGRAM 25	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B FIFTH STOREY FLOOR DIAGRAM 23	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B FOURTH STOREY FLOOR DIAGRAM 21	≠
COMMON PROPERTY No. 1	UNDERSIDE OF FLOOR ABOVE PART LOT 1B THIRD STOREY FLOOR DIAGRAM 19	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B SECOND STOREY FLOOR DIAGRAM 17	≠
	UNDERSIDE OF FLOOR ABOVE PART LOT 1B FIRST STOREY FLOOR DIAGRAM 15	≠



QUEENS LANE
SITE LEVEL

CROSS SECTION BH-BH

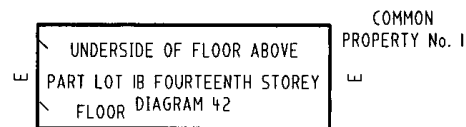
NOT TO SCALE



QUEENS LANE
SITE LEVEL

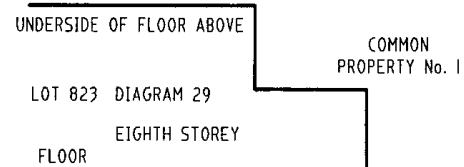
CROSS SECTION BM-BM

NOT TO SCALE



CROSS SECTION BN-BN

NOT TO SCALE



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LAND SURVEYORS

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SHEET 57

ORIGINAL	SCALE
SHEET SIZE	0
A3	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

DAVID J. McLENNAN

SIGNATURE

DATE 16/02/05

REF. 2194SUBST06/57

VERSION F

DATE / /

COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER

PS500424G

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS B,6,7,9,10,11 & PART OF COMMON PROPERTY No.1	FOR LOTS DETAILS SEE INSTRUMENT PS 500424G/D1	AMENDMENT SEC.32 SUBD. ACT 1988	PS500424G/D1	16/12/02	11.20AM	2	Greg Newman
LOTS C,1,9A,11A,12,14 PART OF COMMON PROPERTY No.1	FOR LOTS DETAILS SEE INSTRUMENT PS 500424G/D2	AMENDMENT SEC.32 SUBD. ACT 1988	PS500424G/D2	7/5/03		3	Greg Newman
LOTS D,1A,8,14A,15, 1241,1242 & PART COMMON PROPERTY	FOR LOT DETAILS SEE INSTRUMENT PS500424G/D3	AMENDMENT SEC.32 SUBD. ACT 1988	PS500424G/D3	6/10/03		4	G Venn
THIS PLAN		ADDITIONAL RULES APPLY	AC619005B	28/01/04		5	Robert Redman
Lots F, 8A, 14B, 15A & common property No.1	For Lot details see Inst. PS500424G/D4	AMENDMENT SEC.32 SUBD. ACT 1988	PS500424G/D4	4/2/04		6	ARH.
THIS PLAN		ALTERATION OF LOT ENTITLEMENT AND LIABILITY	AC696960S	25/02/04		7	ROBERT Mc BAIN
LOTS T7A,T10A,T14A & PART OF COMMON PROPERTY No.1	LOTS T7,T8,T10B,T10C, T11-T16(BI),T18,T19 & T22-T25(BI)	AMENDMENT PURSUANT TO SECTION 32	PS500424G/D5	17/08/05		8	BALA
LOT G	LOTS A1 TO A14 (B.I.), A16 TO A29 (B.I.) & H		PS500424G/D7	12/04/17		9	M.M.C.
LOT H	LOTS B1 TO B28, C1 TO C18 AND LOT J	AMENDMENT SECTION 32	PS500424G/D8	13/03/2020		10	GMR
LOT 1501 & 1502	LOTS 1501A & 1502A	AMENDMENT SECTION 32	PS500424G/D9	19/5/2023		11	PTM



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS500424G

The land in PS500424G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1B, 101 - 113, 115 - 120, 122 - 129, 131, 132, 132A, 133 - 139, 139B, 140 - 147, 160, 160A, 161, 201 - 225, 228 - 237, 239, 241 - 246, 248 - 250, 260, 301 - 325, 328 - 337, 339, 341 - 346, 348 - 350, 360, 401 - 425, 428, 430 - 437, 441 - 444, 446, 448 - 450, 460, 501 - 525, 528, 530 - 537, 541 - 544, 546, 548 - 550, 560, 601 - 625, 628, 630 - 637, 641 - 644, 646, 648 - 650, 660, 701 - 725, 728, 730 - 737, 741 - 744, 746, 748 - 750, 760, 801 - 812, 814 - 823, 826, 828 - 836, 838 - 841, 850, 851, 901, 903 - 924, 926, 927, 929 - 934, 936 - 944, 960, 1001 - 1024, 1026, 1027, 1030 - 1034, 1036 - 1044, 1060, 1101 - 1124, 1126, 1127, 1130 - 1134, 1136 - 1144, 1160, 1201 - 1224, 1226, 1227, 1230 - 1234, 1236 - 1240, 1241A, 1242A, 1243, 1244, 1260, 1401 - 1424, 1426, 1430 - 1434, 1436 - 1444, 1460, 1501A, 1502A, 1503 - 1515, A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A16, A17, A18, A19, A20, A21, A22, A23, A24, A25, A26, A27, A28, A29, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, J, P101, P102, P103, P201, P301, P302, P303, P401, P402, P403, P404, P405, P501, P601, PA1, T1, T2, T3, T4, T5, T6, T7, T8, T9, T11, T12, T13, T14, T15, T16, T18, T19, T22, T23, T24, T25, T10B, T10C.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1-3 QUEENS ROAD MELBOURNE VIC 3004

PS500424G 07/08/2002

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. AK128381N 10/01/2013

Additional Owners Corporation Information:

NIL

Notations:

NIL



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1B	1	1
Lot 101	346	346
Lot 102	524	524
Lot 103	487	487
Lot 104	556	556
Lot 105	369	369
Lot 106	199	199
Lot 107	622	622
Lot 108	211	211
Lot 109	447	447
Lot 110	253	253
Lot 111	205	205
Lot 112	189	189
Lot 113	492	492
Lot 115	214	214
Lot 116	403	403
Lot 117	402	402
Lot 118	506	506
Lot 119	211	211
Lot 120	350	350
Lot 122	352	352
Lot 123	206	206
Lot 124	352	352
Lot 125	233	233
Lot 126	334	334
Lot 127	226	226
Lot 128	439	439
Lot 129	450	450



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 131	649	649
Lot 132	994	994
Lot 132A	76	76
Lot 133	382	382
Lot 134	387	387
Lot 135	356	356
Lot 136	691	691
Lot 137	568	568
Lot 138	407	407
Lot 139	372	372
Lot 139B	1	1
Lot 140	253	253
Lot 141	363	363
Lot 142	368	368
Lot 143	348	348
Lot 144	427	427
Lot 145	261	261
Lot 146	85	85
Lot 147	80	80
Lot 160	1	1
Lot 160A	1	1
Lot 161	1	1
Lot 201	397	397
Lot 202	461	461
Lot 203	446	446
Lot 204	441	441
Lot 205	146	146
Lot 206	419	419
Lot 207	173	173



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208	400	400
Lot 209	199	199
Lot 210	247	247
Lot 211	562	562
Lot 212	443	443
Lot 213	385	385
Lot 214	342	342
Lot 215	166	166
Lot 216	343	343
Lot 217	173	173
Lot 218	342	342
Lot 219	199	199
Lot 220	342	342
Lot 221	298	298
Lot 222	341	341
Lot 223	253	253
Lot 224	329	329
Lot 225	486	486
Lot 228	369	369
Lot 229	234	234
Lot 230	285	285
Lot 231	393	393
Lot 232	394	394
Lot 233	319	319
Lot 234	429	429
Lot 235	339	339
Lot 236	466	466
Lot 237	432	432
Lot 239	140	140



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 241	296	296
Lot 242	406	406
Lot 243	495	495
Lot 244	367	367
Lot 245	212	212
Lot 246	573	573
Lot 248	323	323
Lot 249	408	408
Lot 250	518	518
Lot 260	1	1
Lot 301	399	399
Lot 302	423	423
Lot 303	399	399
Lot 304	401	401
Lot 305	144	144
Lot 306	391	391
Lot 307	172	172
Lot 308	390	390
Lot 309	197	197
Lot 310	246	246
Lot 311	565	565
Lot 312	447	447
Lot 313	377	377
Lot 314	344	344
Lot 315	164	164
Lot 316	347	347
Lot 317	172	172
Lot 318	341	341
Lot 319	197	197



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 320	343	343
Lot 321	296	296
Lot 322	344	344
Lot 323	353	353
Lot 324	330	330
Lot 325	593	593
Lot 328	368	368
Lot 329	232	232
Lot 330	284	284
Lot 331	382	382
Lot 332	395	395
Lot 333	307	307
Lot 334	431	431
Lot 335	311	311
Lot 336	466	466
Lot 337	406	406
Lot 339	139	139
Lot 341	292	292
Lot 342	409	409
Lot 343	474	474
Lot 344	367	367
Lot 345	219	219
Lot 346	572	572
Lot 348	321	321
Lot 349	407	407
Lot 350	518	518
Lot 360	1	1
Lot 401	401	401
Lot 402	424	424



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 403	397	397
Lot 404	399	399
Lot 405	144	144
Lot 406	393	393
Lot 407	170	170
Lot 408	391	391
Lot 409	195	195
Lot 410	247	247
Lot 411	563	563
Lot 412	445	445
Lot 413	372	372
Lot 414	343	343
Lot 415	165	165
Lot 416	344	344
Lot 417	170	170
Lot 418	343	343
Lot 419	195	195
Lot 420	344	344
Lot 421	303	303
Lot 422	343	343
Lot 423	350	350
Lot 424	330	330
Lot 425	597	597
Lot 428	495	495
Lot 430	353	353
Lot 431	389	389
Lot 432	552	552
Lot 433	236	236
Lot 434	578	578



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PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 435	225	225
Lot 436	607	607
Lot 437	418	418
Lot 441	218	218
Lot 442	541	541
Lot 443	546	546
Lot 444	490	490
Lot 446	625	625
Lot 448	380	380
Lot 449	376	376
Lot 450	432	432
Lot 460	1	1
Lot 501	390	390
Lot 502	426	426
Lot 503	400	400
Lot 504	402	402
Lot 505	145	145
Lot 506	393	393
Lot 507	171	171
Lot 508	391	391
Lot 509	196	196
Lot 510	247	247
Lot 511	567	567
Lot 512	447	447
Lot 513	377	377
Lot 514	344	344
Lot 515	164	164
Lot 516	344	344
Lot 517	173	173



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 518	344	344
Lot 519	196	196
Lot 520	344	344
Lot 521	298	298
Lot 522	343	343
Lot 523	349	349
Lot 524	329	329
Lot 525	600	600
Lot 528	493	493
Lot 530	356	356
Lot 531	385	385
Lot 532	553	553
Lot 533	234	234
Lot 534	578	578
Lot 535	228	228
Lot 536	607	607
Lot 537	421	421
Lot 541	220	220
Lot 542	545	545
Lot 543	549	549
Lot 544	489	489
Lot 546	624	624
Lot 548	378	378
Lot 549	374	374
Lot 550	435	435
Lot 560	1	1
Lot 601	401	401
Lot 602	425	425
Lot 603	397	397



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 604	398	398
Lot 605	144	144
Lot 606	393	393
Lot 607	167	167
Lot 608	391	391
Lot 609	199	199
Lot 610	245	245
Lot 611	565	565
Lot 612	449	449
Lot 613	379	379
Lot 614	345	345
Lot 615	164	164
Lot 616	347	347
Lot 617	167	167
Lot 618	341	341
Lot 619	198	198
Lot 620	344	344
Lot 621	294	294
Lot 622	344	344
Lot 623	350	350
Lot 624	328	328
Lot 625	601	601
Lot 628	495	495
Lot 630	339	339
Lot 631	371	371
Lot 632	558	558
Lot 633	222	222
Lot 634	575	575
Lot 635	239	239



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 636	611	611
Lot 637	422	422
Lot 641	219	219
Lot 642	543	543
Lot 643	544	544
Lot 644	495	495
Lot 646	625	625
Lot 648	381	381
Lot 649	374	374
Lot 650	434	434
Lot 660	1	1
Lot 701	404	404
Lot 702	422	422
Lot 703	395	395
Lot 704	398	398
Lot 705	145	145
Lot 706	394	394
Lot 707	172	172
Lot 708	392	392
Lot 709	199	199
Lot 710	246	246
Lot 711	568	568
Lot 712	443	443
Lot 713	373	373
Lot 714	346	346
Lot 715	165	165
Lot 716	344	344
Lot 717	170	170
Lot 718	348	348



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 719	198	198
Lot 720	346	346
Lot 721	284	284
Lot 722	345	345
Lot 723	359	359
Lot 724	329	329
Lot 725	600	600
Lot 728	493	493
Lot 730	350	350
Lot 731	373	373
Lot 732	554	554
Lot 733	232	232
Lot 734	578	578
Lot 735	230	230
Lot 736	606	606
Lot 737	418	418
Lot 741	212	212
Lot 742	540	540
Lot 743	550	550
Lot 744	493	493
Lot 746	625	625
Lot 748	383	383
Lot 749	374	374
Lot 750	432	432
Lot 760	1	1
Lot 801	496	496
Lot 802	325	325
Lot 803	248	248
Lot 804	209	209



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 805	406	406
Lot 806	329	329
Lot 807	406	406
Lot 808	324	324
Lot 809	406	406
Lot 810	366	366
Lot 811	410	410
Lot 812	618	618
Lot 814	523	523
Lot 815	339	339
Lot 816	330	330
Lot 817	350	350
Lot 818	242	242
Lot 819	342	342
Lot 820	307	307
Lot 821	473	473
Lot 822	363	363
Lot 823	517	517
Lot 826	682	682
Lot 828	578	578
Lot 829	502	502
Lot 830	597	597
Lot 831	425	425
Lot 832	588	588
Lot 833	418	418
Lot 834	587	587
Lot 835	539	539
Lot 836	379	379
Lot 838	550	550



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 839	406	406
Lot 840	475	475
Lot 841	278	278
Lot 850	507	507
Lot 851	10	10
Lot 901	440	440
Lot 903	505	505
Lot 904	405	405
Lot 905	167	167
Lot 906	405	405
Lot 907	167	167
Lot 908	399	399
Lot 909	167	167
Lot 910	401	401
Lot 911	271	271
Lot 912	371	371
Lot 913	335	335
Lot 914	574	574
Lot 915	822	822
Lot 916	407	407
Lot 917	414	414
Lot 918	335	335
Lot 919	167	167
Lot 920	338	338
Lot 921	167	167
Lot 922	407	407
Lot 923	167	167
Lot 924	267	267
Lot 926	265	265



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 927	310	310
Lot 929	143	143
Lot 930	677	677
Lot 931	429	429
Lot 932	561	561
Lot 933	491	491
Lot 934	512	512
Lot 936	547	547
Lot 937	405	405
Lot 938	537	537
Lot 939	403	403
Lot 940	602	602
Lot 941	709	709
Lot 942	591	591
Lot 943	386	386
Lot 944	323	323
Lot 960	1	1
Lot 1001	440	440
Lot 1002	394	394
Lot 1003	390	390
Lot 1004	404	404
Lot 1005	167	167
Lot 1006	404	404
Lot 1007	168	168
Lot 1008	398	398
Lot 1009	168	168
Lot 1010	401	401
Lot 1011	271	271
Lot 1012	370	370



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1013	335	335
Lot 1014	645	645
Lot 1015	757	757
Lot 1016	402	402
Lot 1017	424	424
Lot 1018	338	338
Lot 1019	167	167
Lot 1020	339	339
Lot 1021	167	167
Lot 1022	408	408
Lot 1023	167	167
Lot 1024	268	268
Lot 1026	265	265
Lot 1027	406	406
Lot 1030	616	616
Lot 1031	455	455
Lot 1032	525	525
Lot 1033	488	488
Lot 1034	511	511
Lot 1036	545	545
Lot 1037	401	401
Lot 1038	535	535
Lot 1039	401	401
Lot 1040	598	598
Lot 1041	664	664
Lot 1042	515	515
Lot 1043	441	441
Lot 1044	485	485
Lot 1060	1	1



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1101	443	443
Lot 1102	395	395
Lot 1103	394	394
Lot 1104	405	405
Lot 1105	168	168
Lot 1106	406	406
Lot 1107	168	168
Lot 1108	398	398
Lot 1109	168	168
Lot 1110	402	402
Lot 1111	272	272
Lot 1112	371	371
Lot 1113	334	334
Lot 1114	645	645
Lot 1115	754	754
Lot 1116	408	408
Lot 1117	417	417
Lot 1118	336	336
Lot 1119	168	168
Lot 1120	338	338
Lot 1121	167	167
Lot 1122	407	407
Lot 1123	167	167
Lot 1124	267	267
Lot 1126	265	265
Lot 1127	406	406
Lot 1130	614	614
Lot 1131	463	463
Lot 1132	530	530



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1133	491	491
Lot 1134	512	512
Lot 1136	548	548
Lot 1137	405	405
Lot 1138	539	539
Lot 1139	408	408
Lot 1140	601	601
Lot 1141	666	666
Lot 1142	516	516
Lot 1143	442	442
Lot 1144	490	490
Lot 1160	1	1
Lot 1201	426	426
Lot 1202	395	395
Lot 1203	389	389
Lot 1204	404	404
Lot 1205	170	170
Lot 1206	407	407
Lot 1207	170	170
Lot 1208	403	403
Lot 1209	170	170
Lot 1210	404	404
Lot 1211	278	278
Lot 1212	374	374
Lot 1213	338	338
Lot 1214	645	645
Lot 1215	754	754
Lot 1216	407	407
Lot 1217	425	425



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1218	339	339
Lot 1219	170	170
Lot 1220	342	342
Lot 1221	170	170
Lot 1222	411	411
Lot 1223	171	171
Lot 1224	270	270
Lot 1226	266	266
Lot 1227	405	405
Lot 1230	607	607
Lot 1231	454	454
Lot 1232	527	527
Lot 1233	495	495
Lot 1234	510	510
Lot 1236	543	543
Lot 1237	407	407
Lot 1238	535	535
Lot 1239	405	405
Lot 1240	598	598
Lot 1241A	742	742
Lot 1242A	434	434
Lot 1243	444	444
Lot 1244	492	492
Lot 1260	1	1
Lot 1401	443	443
Lot 1402	362	362
Lot 1403	395	395
Lot 1404	403	403
Lot 1405	170	170



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OWNERS CORPORATION 1
PLAN NO. PS500424G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1406	406	406
Lot 1407	170	170
Lot 1408	399	399
Lot 1409	170	170
Lot 1410	403	403
Lot 1411	278	278
Lot 1412	353	353
Lot 1413	350	350
Lot 1414	706	706
Lot 1415	658	658
Lot 1416	404	404
Lot 1417	417	417
Lot 1418	340	340
Lot 1419	170	170
Lot 1420	343	343
Lot 1421	170	170
Lot 1422	414	414
Lot 1423	170	170
Lot 1424	358	358
Lot 1426	470	470
Lot 1430	773	773
Lot 1431	401	401
Lot 1432	446	446
Lot 1433	393	393
Lot 1434	572	572
Lot 1436	552	552
Lot 1437	389	389
Lot 1438	420	420
Lot 1439	476	476



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1440	506	506
Lot 1441	609	609
Lot 1442	413	413
Lot 1443	451	451
Lot 1444	478	478
Lot 1460	1	1
Lot 1501A	510	510
Lot 1502A	339	339
Lot 1503	500	500
Lot 1504	361	361
Lot 1505	495	495
Lot 1506	361	361
Lot 1507	500	500
Lot 1508	378	378
Lot 1509	335	335
Lot 1510	495	495
Lot 1511	335	335
Lot 1512	495	495
Lot 1513	378	378
Lot 1514	700	700
Lot 1515	364	364
Lot A1	1	1
Lot A2	1	1
Lot A3	1	1
Lot A4	1	1
Lot A5	1	1
Lot A6	1	1
Lot A7	1	1
Lot A8	1	1



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Land Parcel	Entitlement	Liability
Lot A9	1	1
Lot A10	1	1
Lot A11	1	1
Lot A12	1	1
Lot A13	1	1
Lot A14	1	1
Lot A16	1	1
Lot A17	1	1
Lot A18	1	1
Lot A19	1	1
Lot A20	1	1
Lot A21	1	1
Lot A22	1	1
Lot A23	1	1
Lot A24	1	1
Lot A25	1	1
Lot A26	1	1
Lot A27	1	1
Lot A28	1	1
Lot A29	1	1
Lot B1	1	1
Lot B2	1	1
Lot B3	1	1
Lot B4	1	1
Lot B5	1	1
Lot B6	1	1
Lot B7	1	1
Lot B8	1	1
Lot B9	1	1



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Lot B10	1	1
Lot B11	1	1
Lot B12	1	1
Lot B13	1	1
Lot B14	1	1
Lot B15	1	1
Lot B16	1	1
Lot B17	1	1
Lot B18	1	1
Lot B19	1	1
Lot B20	1	1
Lot B21	1	1
Lot B22	1	1
Lot B23	1	1
Lot B24	1	1
Lot B25	1	1
Lot B26	1	1
Lot B27	1	1
Lot B28	1	1
Lot C1	1	1
Lot C2	1	1
Lot C3	1	1
Lot C4	1	1
Lot C5	1	1
Lot C6	1	1
Lot C7	1	1
Lot C8	1	1
Lot C9	1	1
Lot C10	1	1



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Land Parcel	Entitlement	Liability
Lot C11	1	1
Lot C12	1	1
Lot C13	1	1
Lot C14	1	1
Lot C15	1	1
Lot C16	1	1
Lot C17	1	1
Lot C18	1	1
Lot J	471	471
Lot P101	1	1
Lot P102	1	1
Lot P103	1	1
Lot P201	1	1
Lot P301	1	1
Lot P302	1	1
Lot P303	1	1
Lot P401	1	1
Lot P402	1	1
Lot P403	1	1
Lot P404	1	1
Lot P405	1	1
Lot P501	1	1
Lot P601	1	1
Lot PA1	1	1
Lot T1	560	560
Lot T2	648	648
Lot T3	576	576
Lot T4	410	410
Lot T5	669	669



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Land Parcel	Entitlement	Liability
Lot T6	1000	1000
Lot T7	365	365
Lot T8	285	285
Lot T9	210	210
Lot T11	177	177
Lot T12	187	187
Lot T13	495	495
Lot T14	1199	1199
Lot T15	1662	1662
Lot T16	352	352
Lot T18	258	258
Lot T19	90	90
Lot T22	1	1
Lot T23	1	1
Lot T24	193	193
Lot T25	1	1
Lot T10B	317	317
Lot T10C	257	257
Total	224888.00	224888.00

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.

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