

DATED

2021

BEYO GROUP PTY LTD

to

CONTRACT OF SALE OF LAND

Property: 21/45 Edgewater Blvd, Maribyrnong 3032



MCCLUSKYS LAWYERS

Lawyers
111 Bay Street
Port Melbourne Vic 3207

Tel: 03 9646 2833
Fax: 03 9646 5383
DX 31853 Bay Street
Ref: ACH: 210483

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2021

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2021

Print name(s) of person(s) signing: CHRISTOPHER JOHN WILSON

State nature of authority, if applicable: DIRECTOR

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Table of contents

Particulars of Sale
Special Conditions
General Conditions

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Email:

Tel:

Mob:

Fax:

Ref:

Vendor

Beyo Group Pty Ltd

31 Mayfield Avenue, Malvern, VIC 3144

Vendor's legal practitioner or conveyancer

McCluskys Lawyers

111 Bay Street, Port Melbourne VIC 3207

PO Box 15, Port Melbourne VIC 3207

DX: 31853 Bay Street

Email: melinda@mccluskys.com.au

Tel: 03 9646 2833

Mob:

Fax: 03 9646 5383

Ref: ACH:ACH:MM:210483

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11510 Folio 952	5R	PS622431D
Volume	Folio	

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **21/45 Edgewater Blvd, Maribyrnong 3032**

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

All fixed floor coverings, electric light fittings and window furnishings

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Amendment to General Conditions

General Conditions 31.4, 31.5 and 31.6 do not apply to this Contract

Special Condition 2 - Stamp Duty Indemnity

The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatever under the Duties Act 2000 relating to this Contract, any substitute Contract of Sale and the Instrument of transfer or conveyance of the Property or any one or more of them. If there is more than one purchaser, the purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the property ("the proportions"). If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's solicitor against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of proportions in the Transfer of Land differing from those in the Contract. This Special Condition does not merge on completion.

Special Condition 3 - Warranties and Exclusions

The Purchaser acknowledges that:

- (a) Any information, representation, comment, opinion, or warranty by the Vendor, the Vendor's Agent or the Vendor's Solicitors was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and
- (b) This Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and there are no conditions, warranties or other terms affecting the sale or purchase except those included in this Contract.

Special Condition 4 - Reasonable Foreseeable Loss

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following loss and expenses which the Purchaser must pay on demand, in addition to the interest chargeable on the balance of the purchase monies, in accordance with the terms of the Contract:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on any such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and own client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

Special Condition 5 – Environmental Matters

The Purchaser:-

- a. acknowledges that it has purchased the Land in its present condition and has entered into this Contract on that basis;
- b. acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or Land resulting in any way from the use of the Land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;
- c. release and discharges the Vendor and its successors, assigns, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- d. indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and wherever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and action.

This special condition 5 shall not merge on Settlement and will enure for the benefit of the Vendor.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner 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.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE

I/We the Guarantors whose name address and description are set out in the Schedule hereto (hereinafter called "the Guarantors") in consideration of the within named Vendor(s) selling to the within named Purchaser(s) at our request the property described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser(s) we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

SCHEDULE

Guarantors:-

- 1. Full Name:
Address:
Occupation:

- 2. Full Name:
Address:
Occupation:

IN WITNESS WHEREOF the said Guarantors have hereunto set their hands and seals the _____ day of _____ 2021

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of:- _____)

SIGNED SEALED AND DELIVERED by _____)
the said _____)
in the presence of:- _____)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	21/45 Edgewater Blvd, Maribyrnong 3032	
Vendor's name	Beyo Group Pty Ltd	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Are as follows:

None to the Vendor's knowledge

4.2 **Agricultural Chemicals**

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

Nil

4.3 **Compulsory Acquisition**

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

Nil

5. **BUILDING PERMITS**

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

Are contained in the attached certificate.

6. **OWNERS CORPORATION**

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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

VOLUME 11510 FOLIO 952

Security no : 124090630861X
Produced 18/06/2021 02:18 PM

LAND DESCRIPTION

Lot 5R on Plan of Subdivision 622431D.

PARENT TITLES :

Volume 11075 Folio 345 Volume 11510 Folio 813

Created by instrument PS622431D/D1 30/07/2014

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

BEYO GROUP PTY LTD of LEVEL 6 566 ST KILDA ROAD MELBOURNE VIC 3004
PS622431D/D1 30/07/2014

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.

DIAGRAM LOCATION

SEE PS622431D 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 21 45 EDGEWATER BOULEVARD MARIBYRNONG VIC 3032

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 2 PLAN NO. PS622431D

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	PS622431D
Number of Pages (excluding this cover sheet)	22
Document Assembled	18/06/2021 14:22

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PS622431D



PLAN OF SUBDIVISION

LR use only

EDITION 3

Location of Land
 Parish: CUT PAW PAW
 Township: ---
 Section: 15
 Crown Allotment: 1 (PART)
 Section: 21
 Crown Allotment: 11(PART)
 & FORMER GOVT ROAD (PART)
 Title Reference: VOL 11075 FOL 346
 Last Plan Reference: PS 619073W LOT G
 Postal Address: EDGEWATER BOULEVARD
 (at time of subdivision) MARIBYRNONG 3032
 MGA Co-ordinates E 314455 Zone: 55
 (of approx. centre N 5815850
 of land in plan)

Council Certification and Endorsement
 Council Name: MARIBYRNONG CITY COUNCIL Ref: TP 015/2008
 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 11(7) of the Subdivision Act 1988.

OPEN SPACE

- (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has ~~not~~ been made.
- (ii) The requirement has been satisfied.
- ~~(iii) The requirement is to be satisfied at Stage 1.~~

Council Delegate

~~Council Seal~~

Date 25/9/2009

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate

~~Council Seal~~

Date / /

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/is not a staged subdivision
 Planning Permit No.

Depth Limitation DOES NOT APPLY

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

COMMON PROPERTY No.2 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.1 AND INCLUDES THE WALLS, FLOORS SLAB AND CEILINGS THAT DEFINE BOUNDARIES WITHIN THE LOTS IN DIAGRAMS 4 TO 13

ALL SLABS BEAMS AND SERVICE DUCTS AND PIPE SHAFTS WITHIN THE LOTS IN DIAGRAMS 4 TO 13 WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.2 UNLESS OTHERWISE NOTED

LOTS 1 TO 33 AND COMMON PROPERTY No.1 ARE NOT LIMITED IN HEIGHT AND DEPTH

Survey This plan is/is not based on survey

This survey has been connected to permanent marks no(s) -
 In Proclaimed Survey Area No. -

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

BEND IN PANEL

TANGENT POINTS ARE SHOWN THUS:

B - BALCONY

P - PROJECTION

CP No.2 - COMMON PROPERTY No.2

--- DENOTES STURCTURE (NON BOUNDARY)

Easement Information

Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
 A - Appurtenant Easement
 R - Encumbering Easement (Road)

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MARIBYRNONG CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER PTY LTD
E-2	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER PTY LTD
E-3	WATER SUPPLY	SEE DIAG.	PS 519098M	CITY WEST WATER LIMITED
E-3	GAS SUPPLY	SEE DIAG.	PS 519098M	TXU NETWORKS (GAS) Pty. Ltd.
E-4	WATER SUPPLY	SEE DIAG.	PS 619073W	CITY WEST WATER LIMITED
E-5	POWERLINE	SEE DIAG.	THIS PLAN	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-6	SEWERAGE (LIMITED IN HEIGHT TO 3 METRES) (ABOVE SITE LEVEL)	SEE DIAG.	SEC.88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN	CITY WEST WATER PTY LTD

LR use only

Statement of Compliance/
 Exemption Statement

Received
 Date 15/10/09

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 21 sheets

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE 14/4/09

REF 6456003
 DWG 645600AD 02/04/09 VERSION D

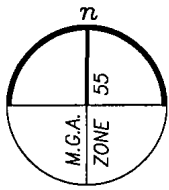
DATE 25/9/2009

COUNCIL DELEGATE SIGNATURE

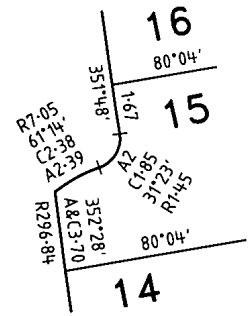
Original sheet size A3

PLAN OF SUBDIVISION

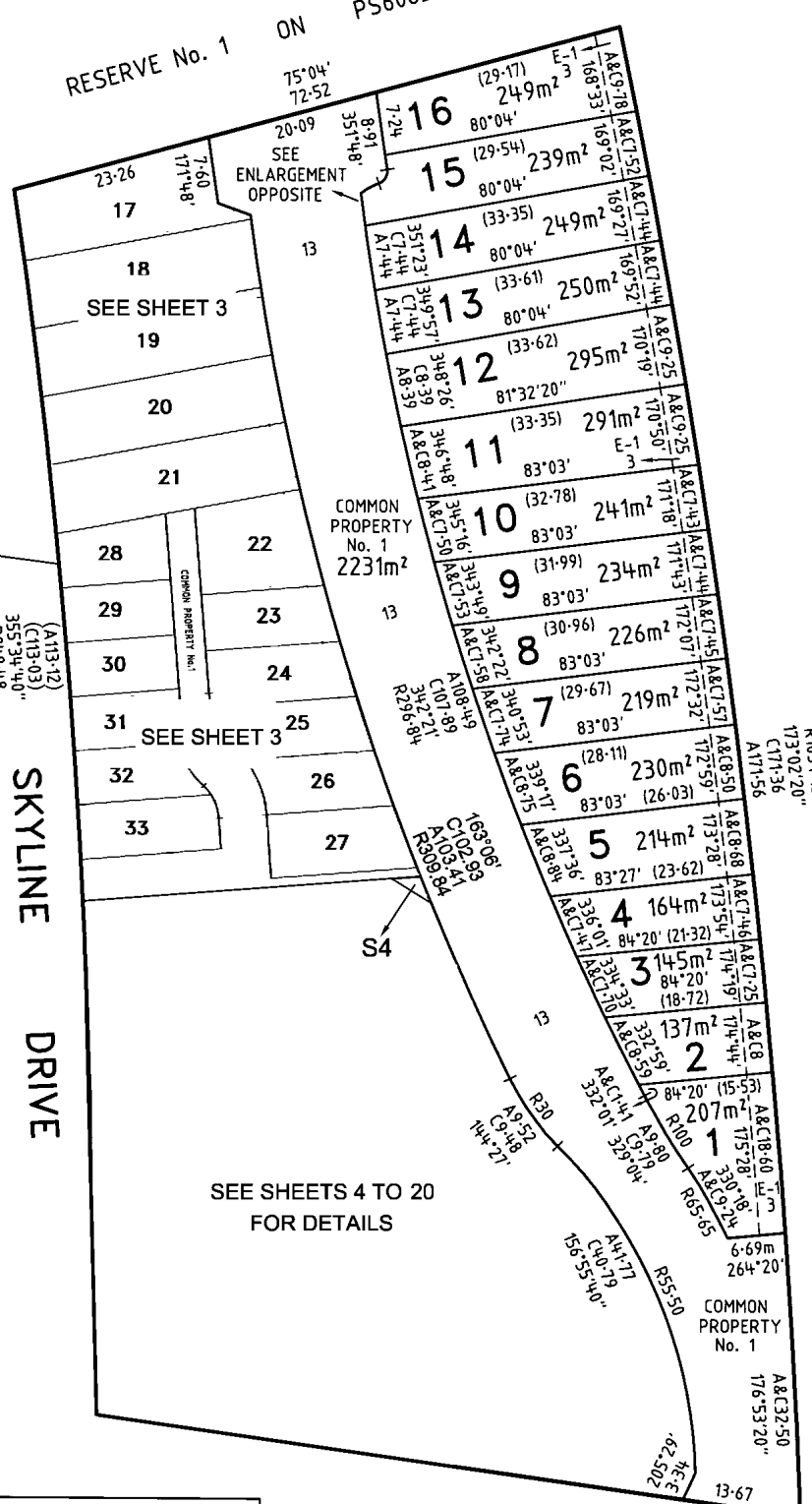
Plan Number
PS 622431D



RESERVE No. 1 ON PS606323X



ENLARGEMENT
NOT TO SCALE



RESERVE No. 1 ON PS606323X

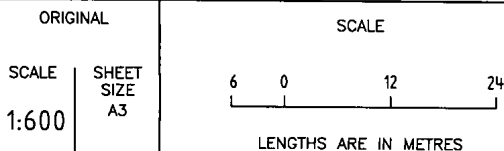
Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



EDGEWATER BOULEVARD

DIAGRAM 1

Sheet 2



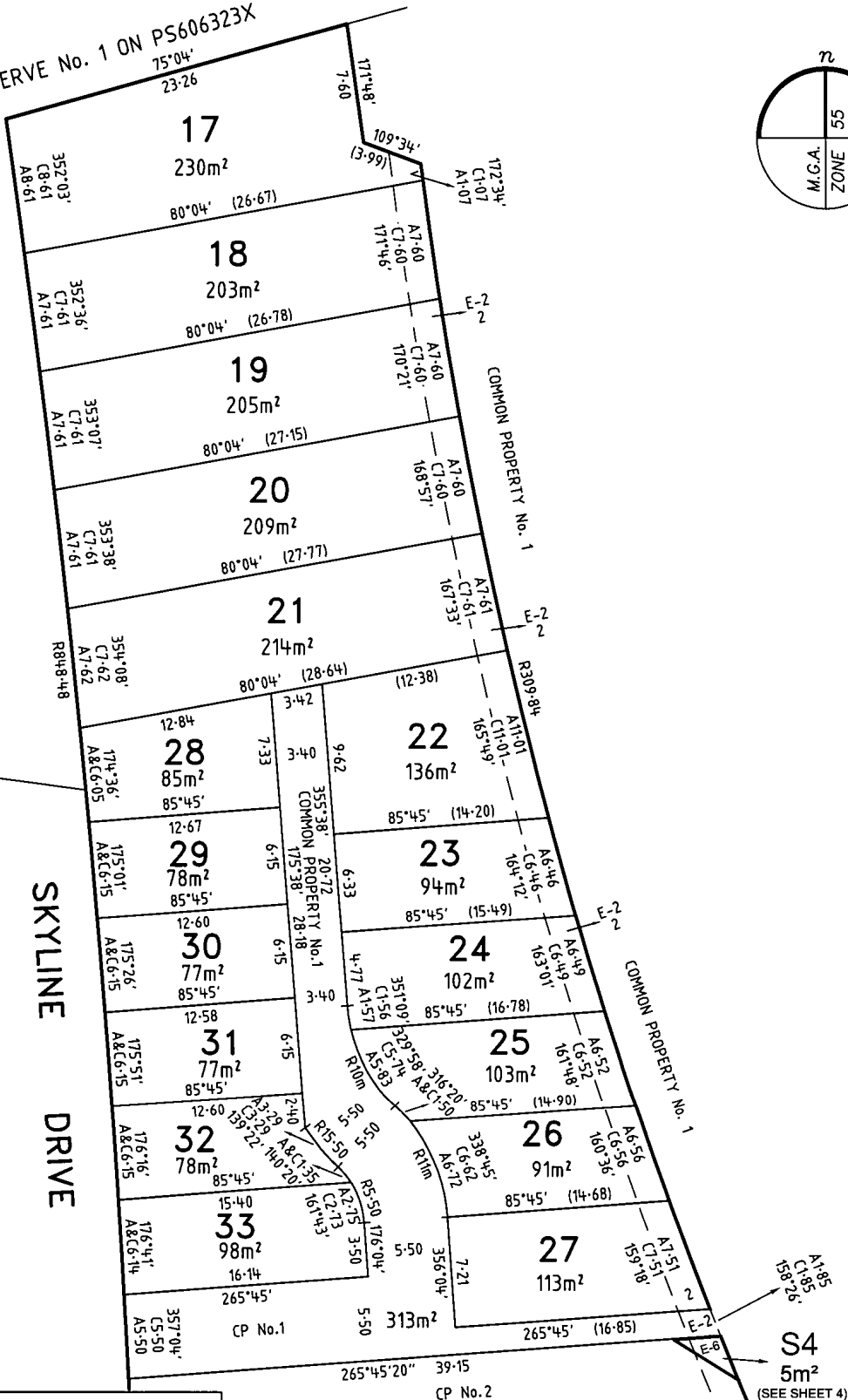
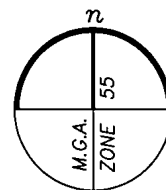
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE *[Signature]* DATE 14/4/09
REF 6456003 02/04/09 VERSION D
DWG 645600AD

[Signature]
DATE 25/9/2009
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Plan Number
PS 622431D

RESERVE No. 1 ON PS606323X



Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



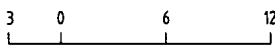
DIAGRAM 2

Sheet 3

ORIGINAL

SCALE

SCALE
1:300



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE *[Signature]* DATE 2/11/09

REF 6456003 10/09/09 VERSION C
DWG 645600EC

DATE 12/2/2010

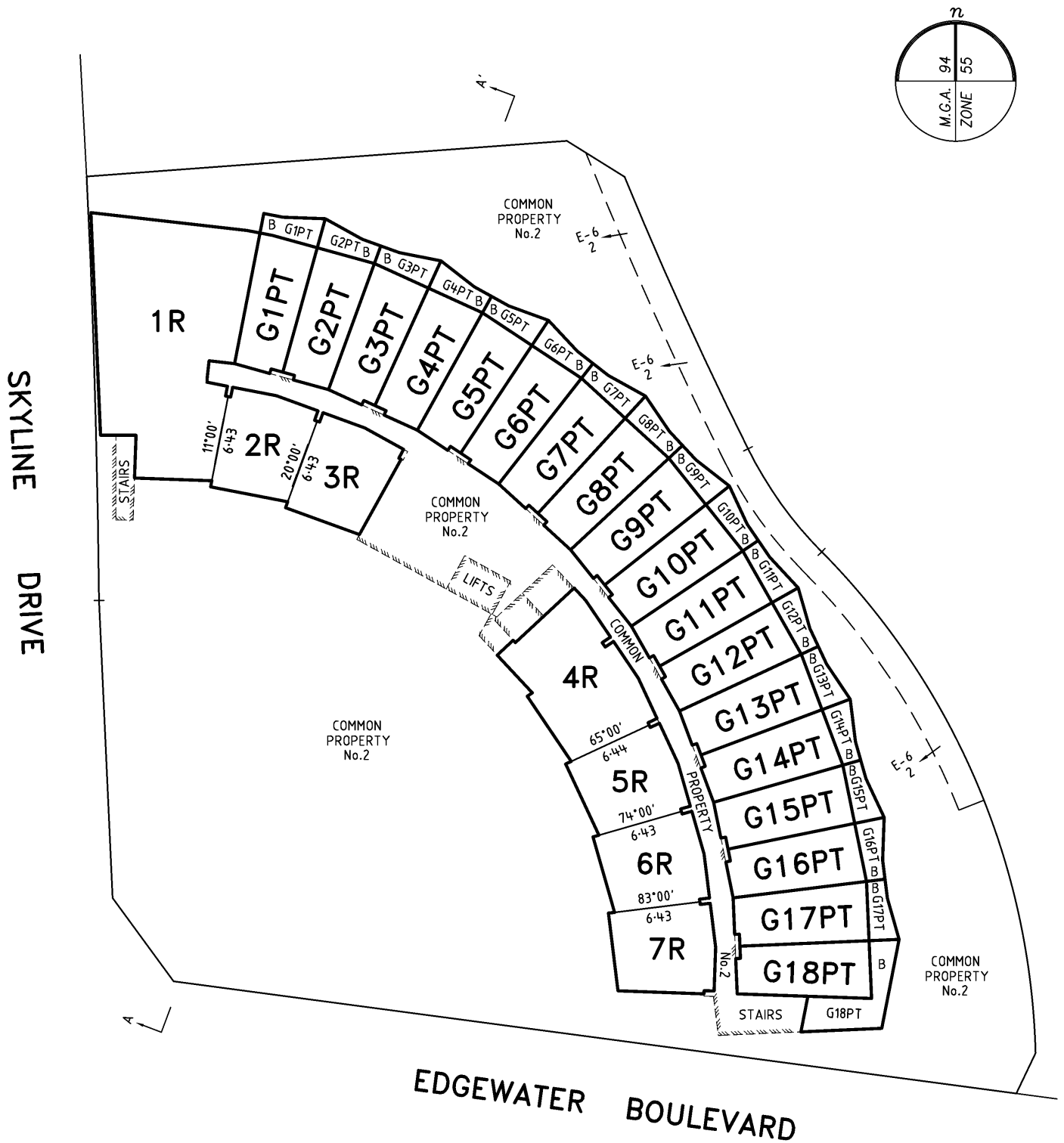
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



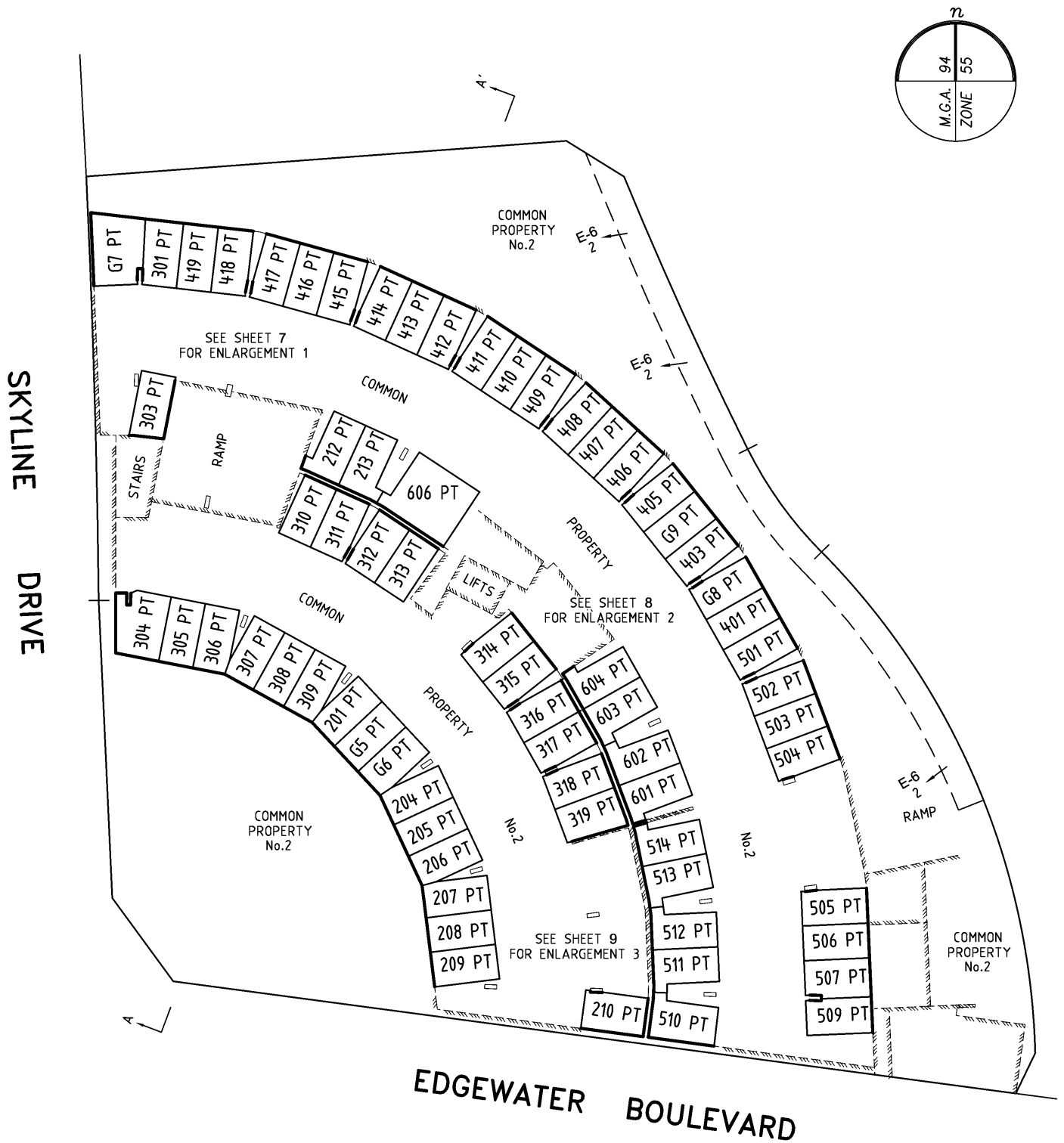
GROUND STOREY
 DIAGRAM 4

ORIGINAL		SCALE		SHEET 5	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

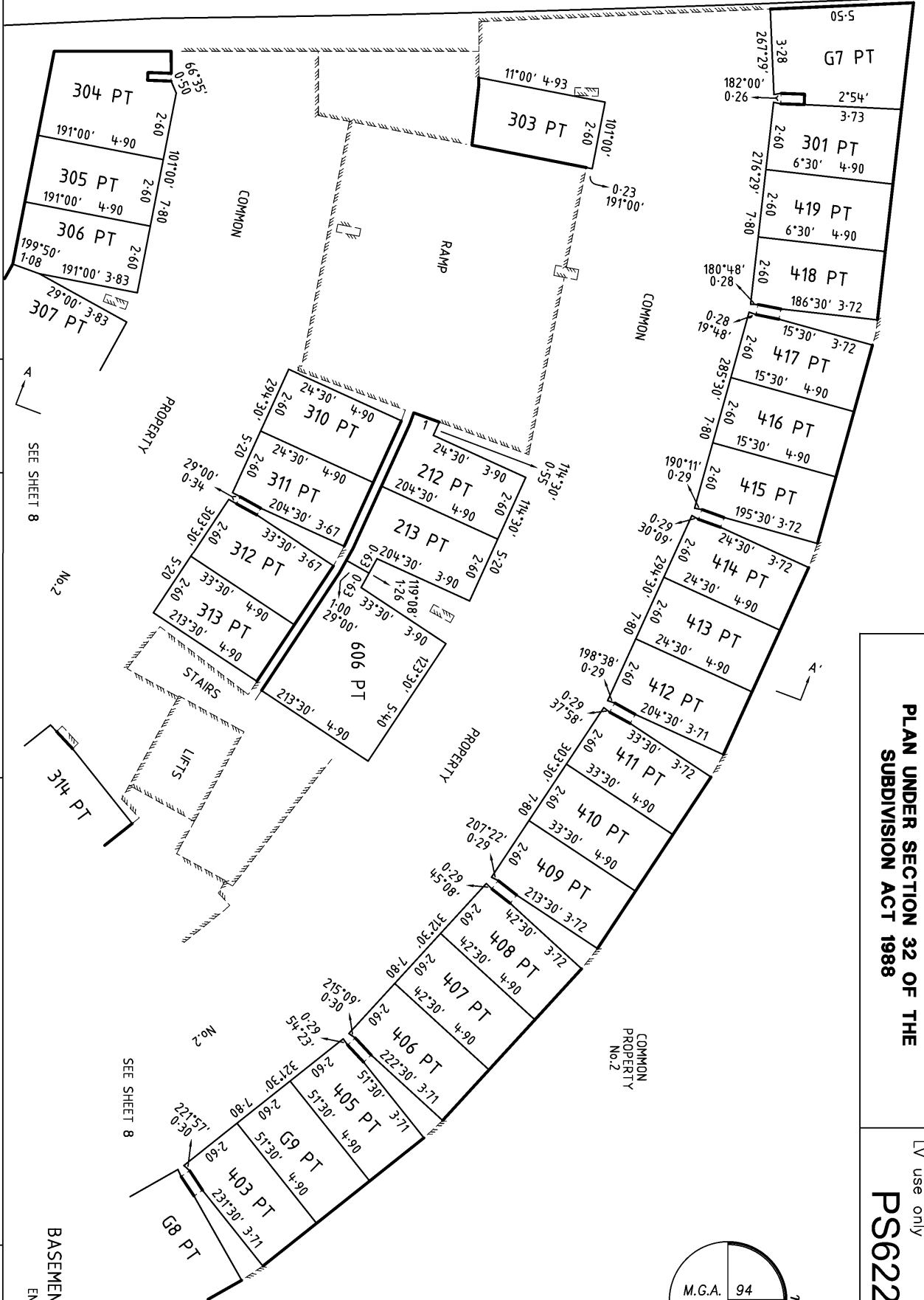
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



BASEMENT LOWER
 DIAGRAM 5
 SEE DIAGRAMS 6, 7 & 8 FOR ENLARGEMENTS

ORIGINAL		SCALE		SHEET 6	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT)	ROSS NICHOLSON
1:300	A3			SIGNATURE	DIGITALLY SIGNED
				DATE	/ /
		REF	6456003	24/06/14	VERSION S
		DWG	645600JS		

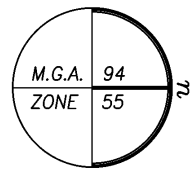
SKYLINE DRIVE



BASEMENT LOWER (PART)
ENLARGEMENT 1

PLAN UNDER SECTION 32 OF THE SUBDIVISION ACT 1988

LV use only
PS622431D



Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL
 SCALE 1:150
 SHEET SIZE A3

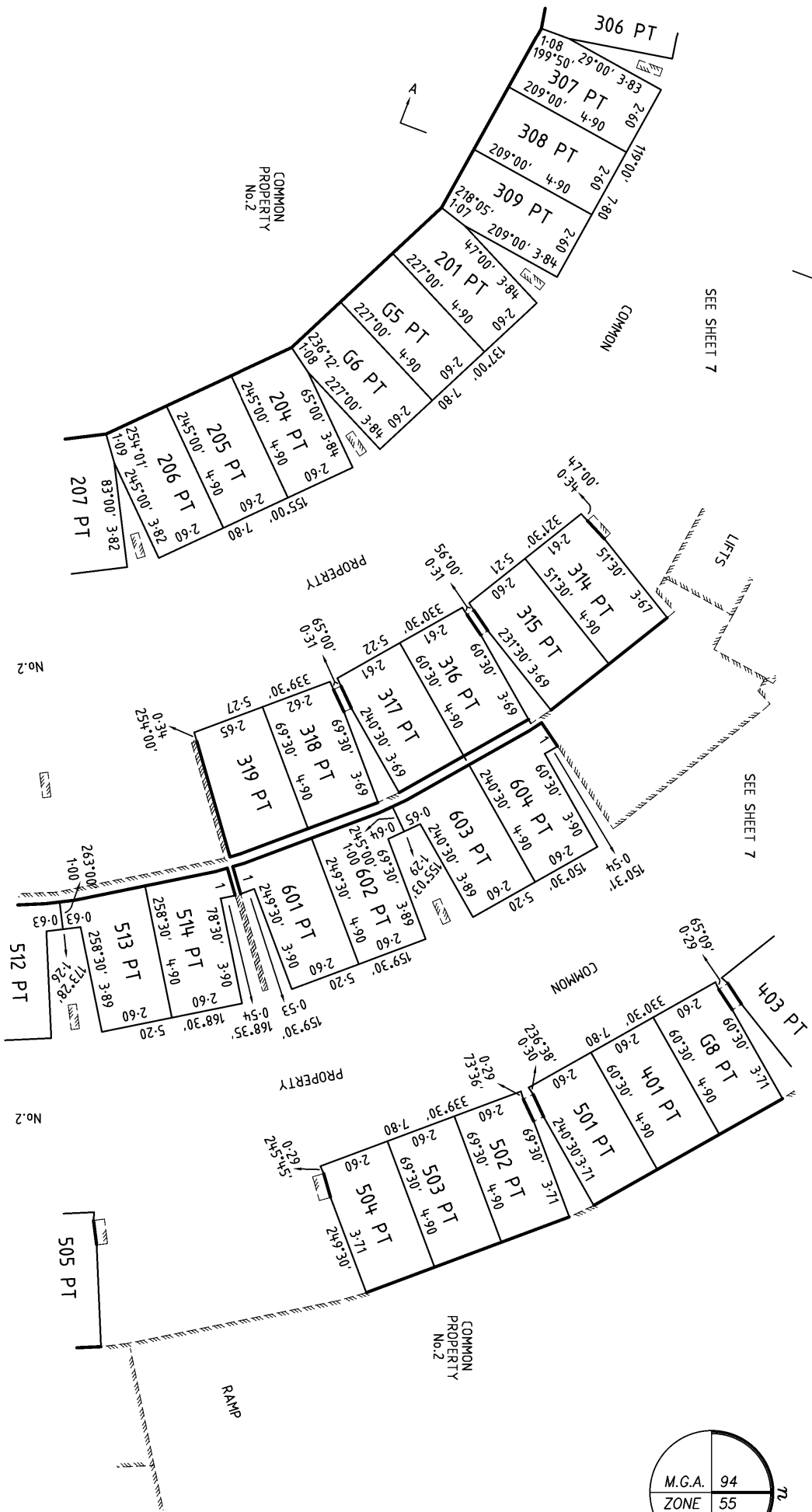
SCALE
 15 0 3 6
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
 SIGNATURE DATE / /
 DIGITALLY SIGNED DATE / /
 REF 6456003 24/06/14 VERSION S
 DWG 645600JS

SHEET 7

PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988

LV use only
PS622431D



ORIGINAL

SCALE

SCALE 1:150

SHEET SIZE A3

LENGTHS ARE IN METRES



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE / /

DIGITALLY SIGNED DATE / /

VERSION S

REF 6456003

DWG 645600J5

24/06/14

VERSION S

SHEET 8

BASEMENT LOWER (PART)
ENLARGEMENT 2

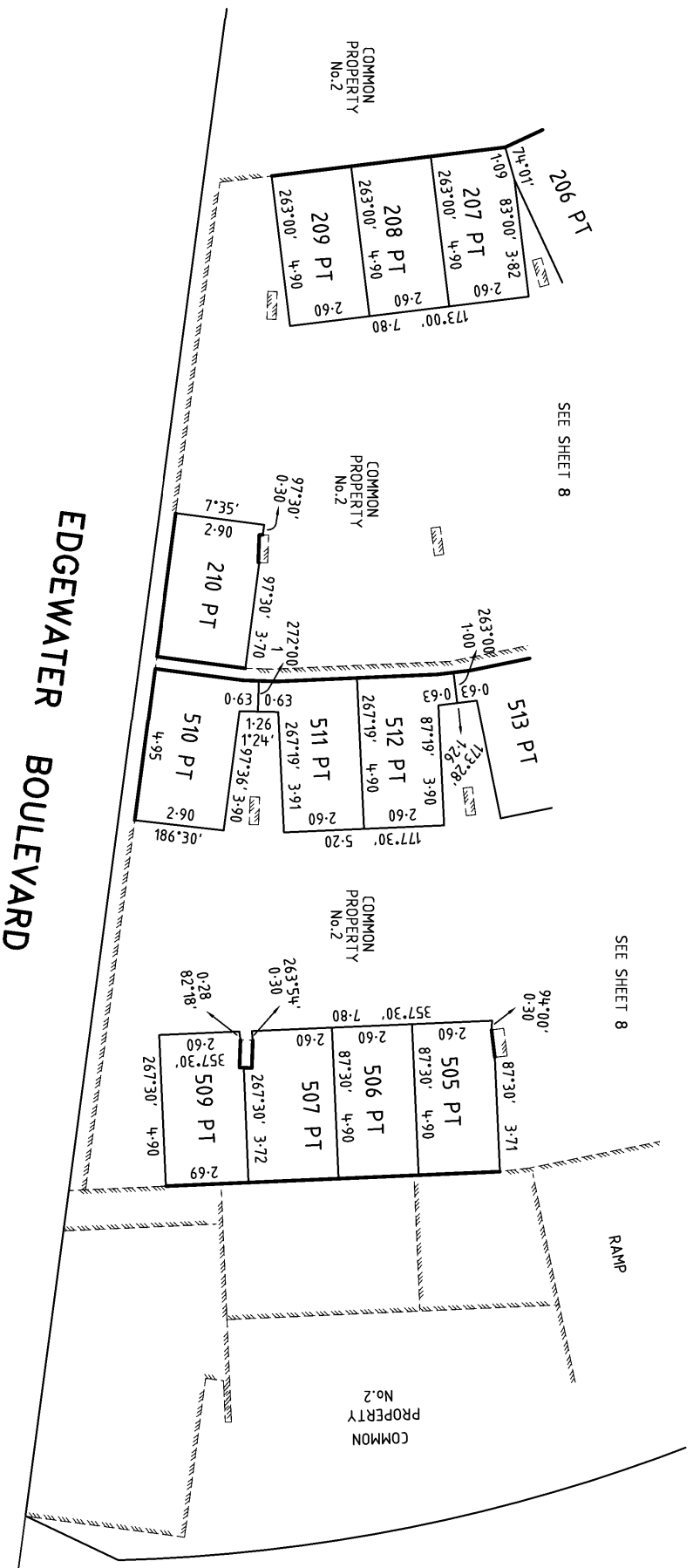
Bosco Jonson Pty Ltd

A/B/N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only
PS622431D



EDGEWATER BOULEVARD

**BASEMENT LOWER (PART)
ENLARGEMENT 3**

SHEET 9

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992

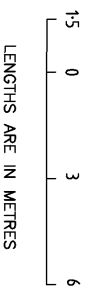


ORIGINAL

SCALE SHEET SIZE

1:150 A3

SCALE



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

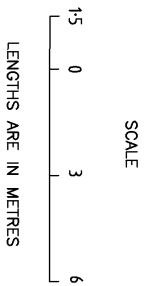
SIGNATURE DATE / /

REF 6456003 24/06/14 VERSION S
DWG 6456003S

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992

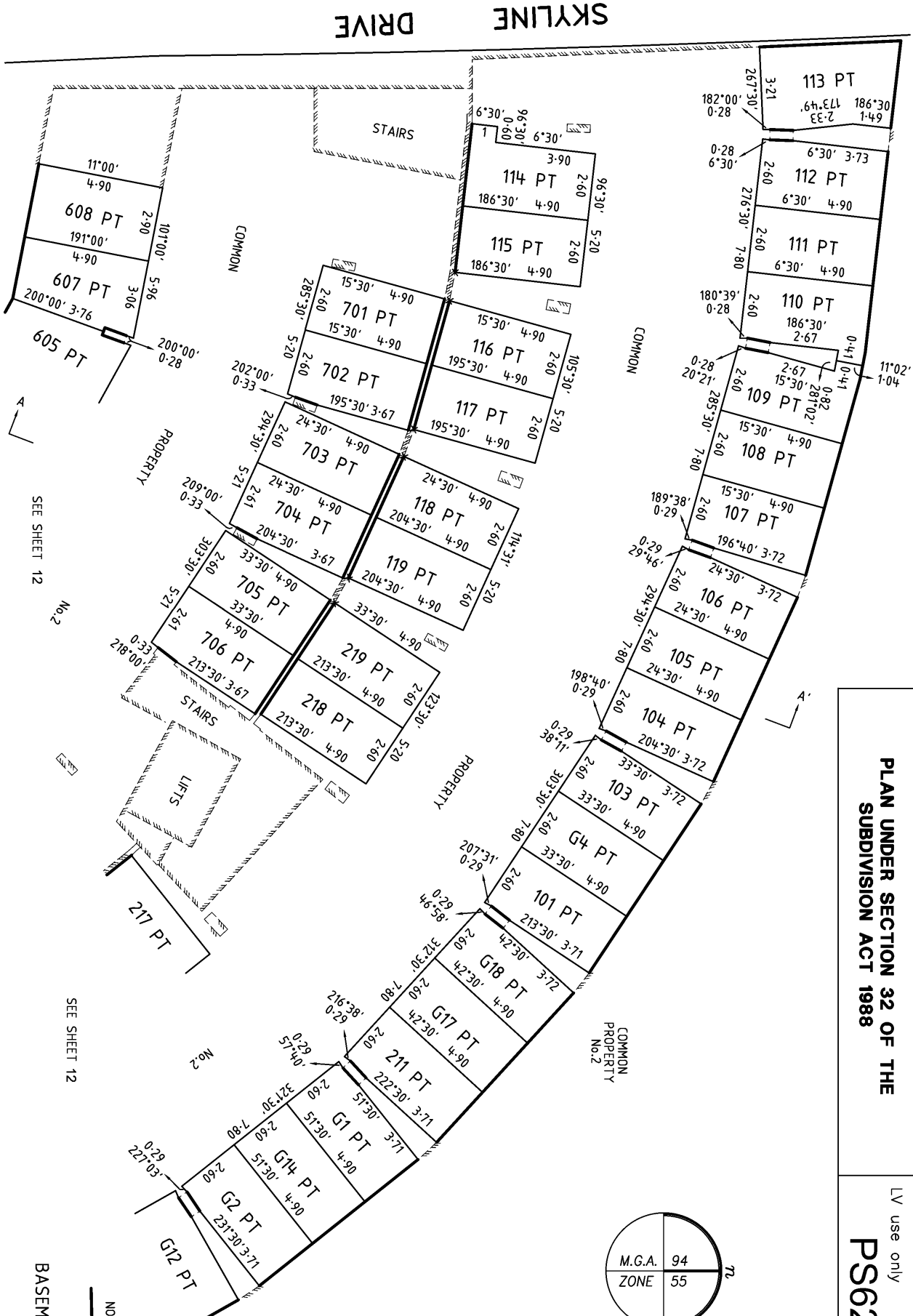


SCALE 1:150
SHEET SIZE A3

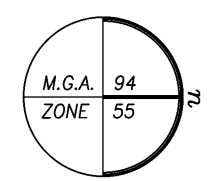


LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DATE / /
REF 6456003 24/06/14 VERSION S
DWG 645600JS

SHEET 11



NOTATION
DENOTES BEND IN PANEL
BASEMENT UPPER (PART) ENLARGEMENT 4

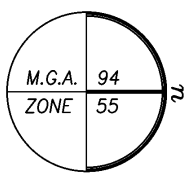
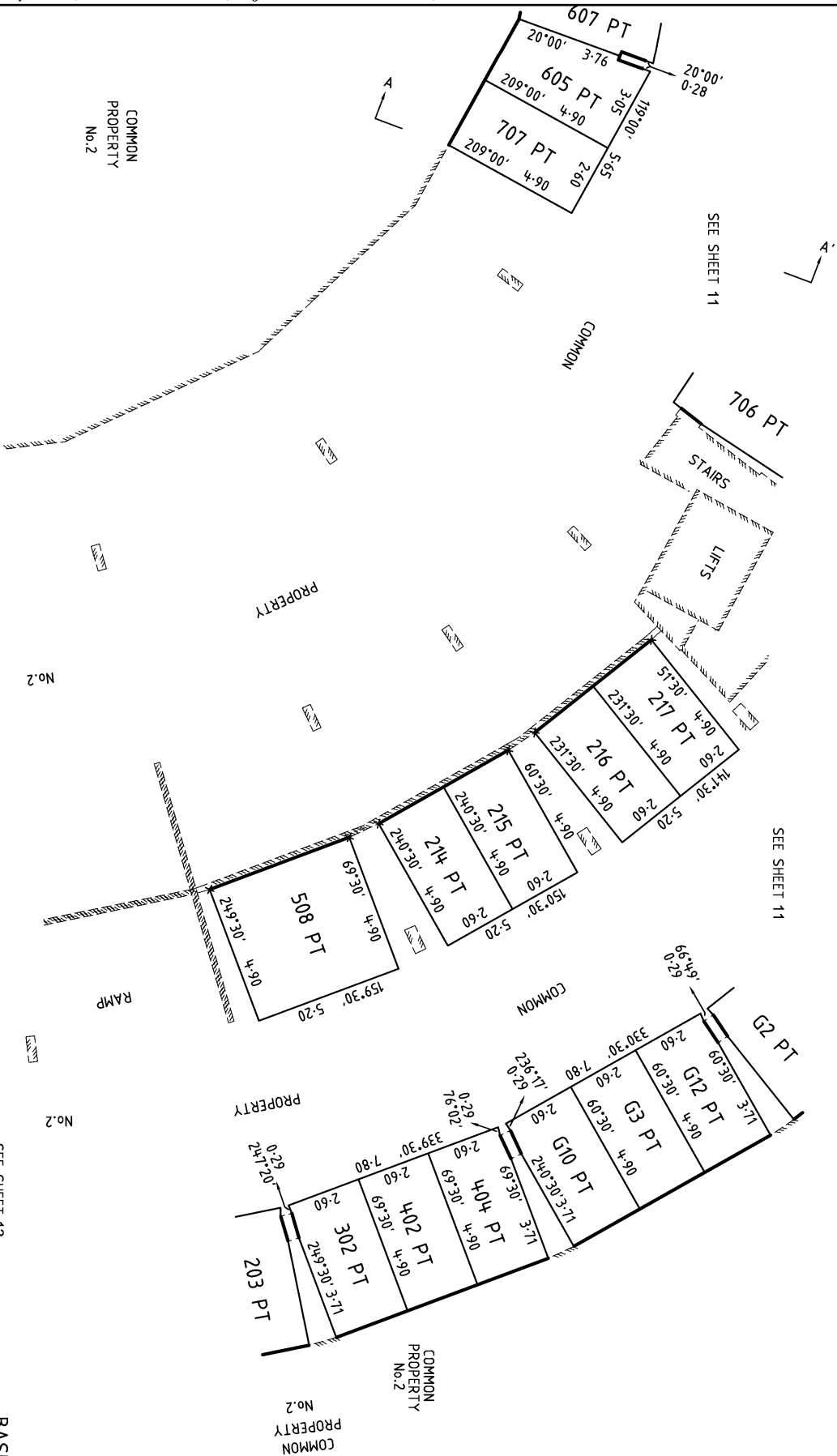


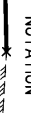

PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988
PS622431D
LV use only

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

PS622431D

LV use only



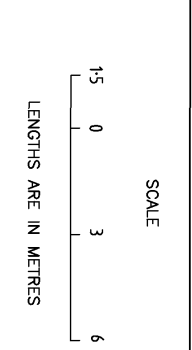
NOTATION
 DENOTES BEND IN PANEL
 BASEMENT UPPER (PART) ENLARGEMENT 5

SHEET 12

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992



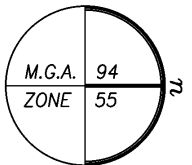
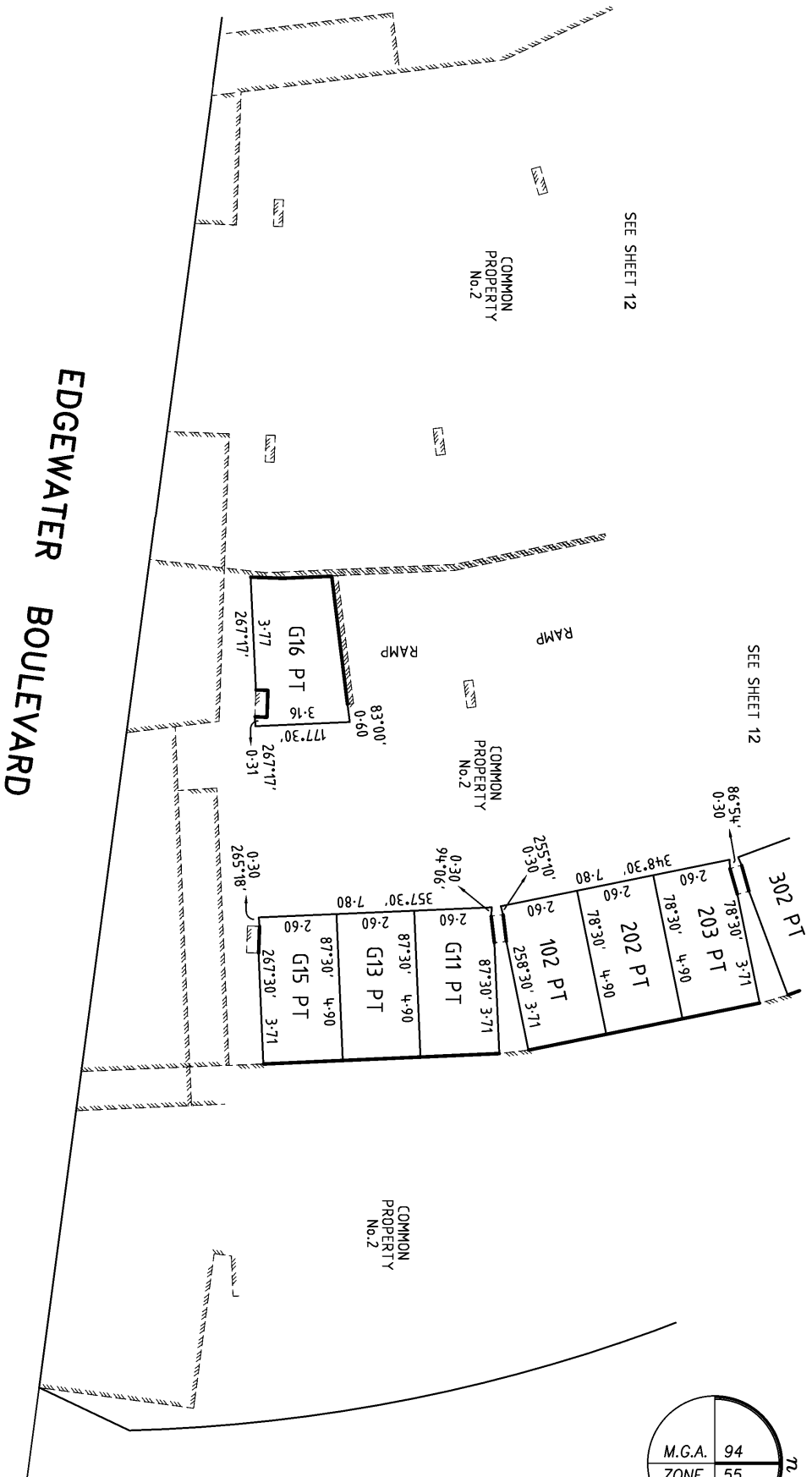
ORIGINAL SCALE 1:150 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
 SIGNATURE DATE / /
 DIGITALLY SIGNED DATE / /
 REF 6456003 24/06/14 VERSION S
 DWG 645600JS

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only
PS622431D



**BASEMENT UPPER (PART)
ENLARGEMENT 6**

SHEET 13

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992

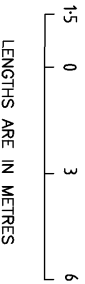


ORIGINAL

SCALE SHEET

1:150 A3

SCALE



LICENSED SURVEYOR (PRINT)

ROSS NICHOLSON

SIGNATURE

DIGITALLY SIGNED

DATE / /

VERSION S

REF 6456003
DWG 645600JS

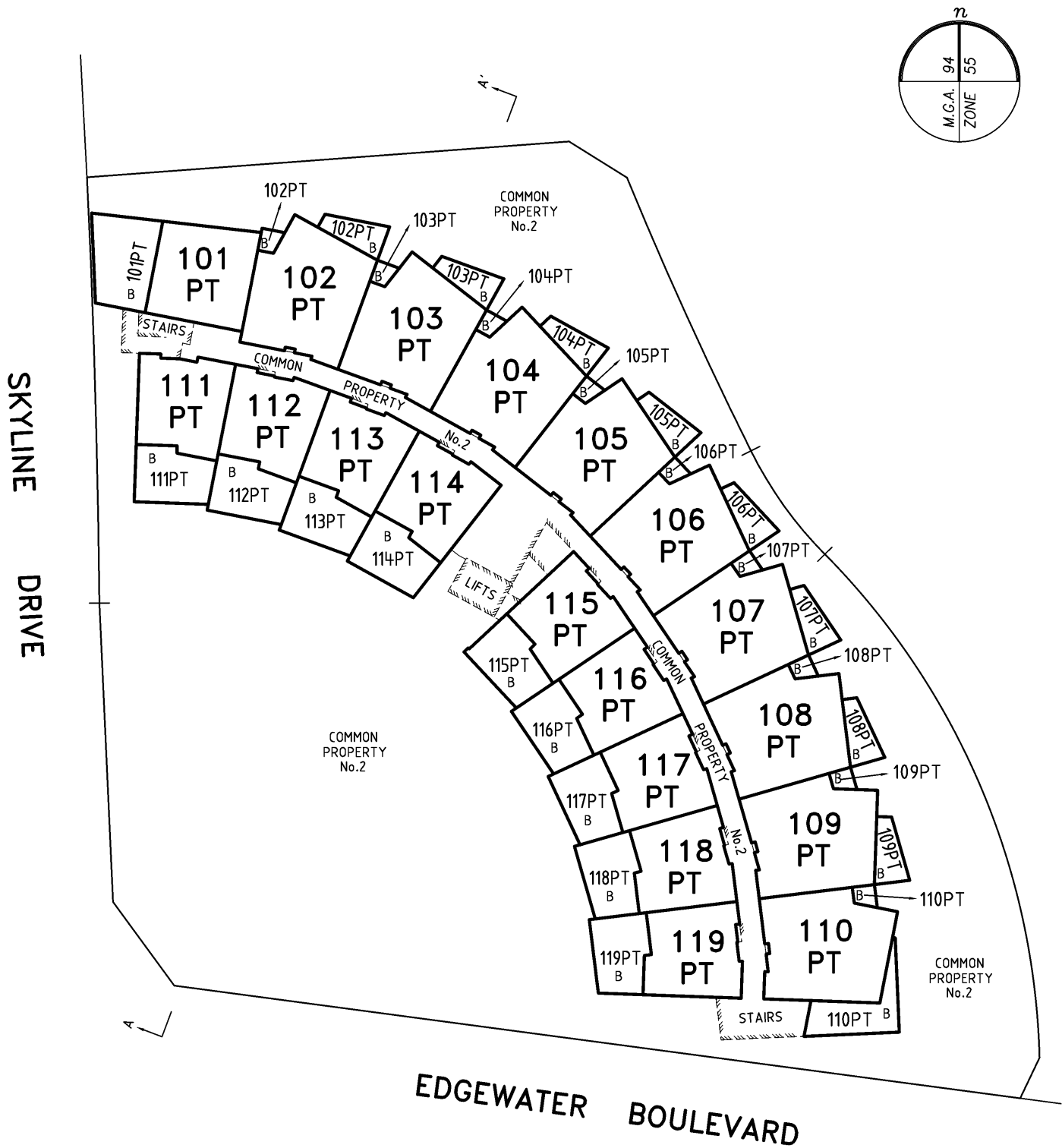
24/06/14

VERSION S

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



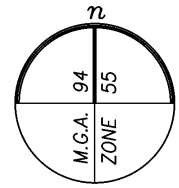
FIRST STOREY
DIAGRAM 7

ORIGINAL		SCALE		SHEET 14	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

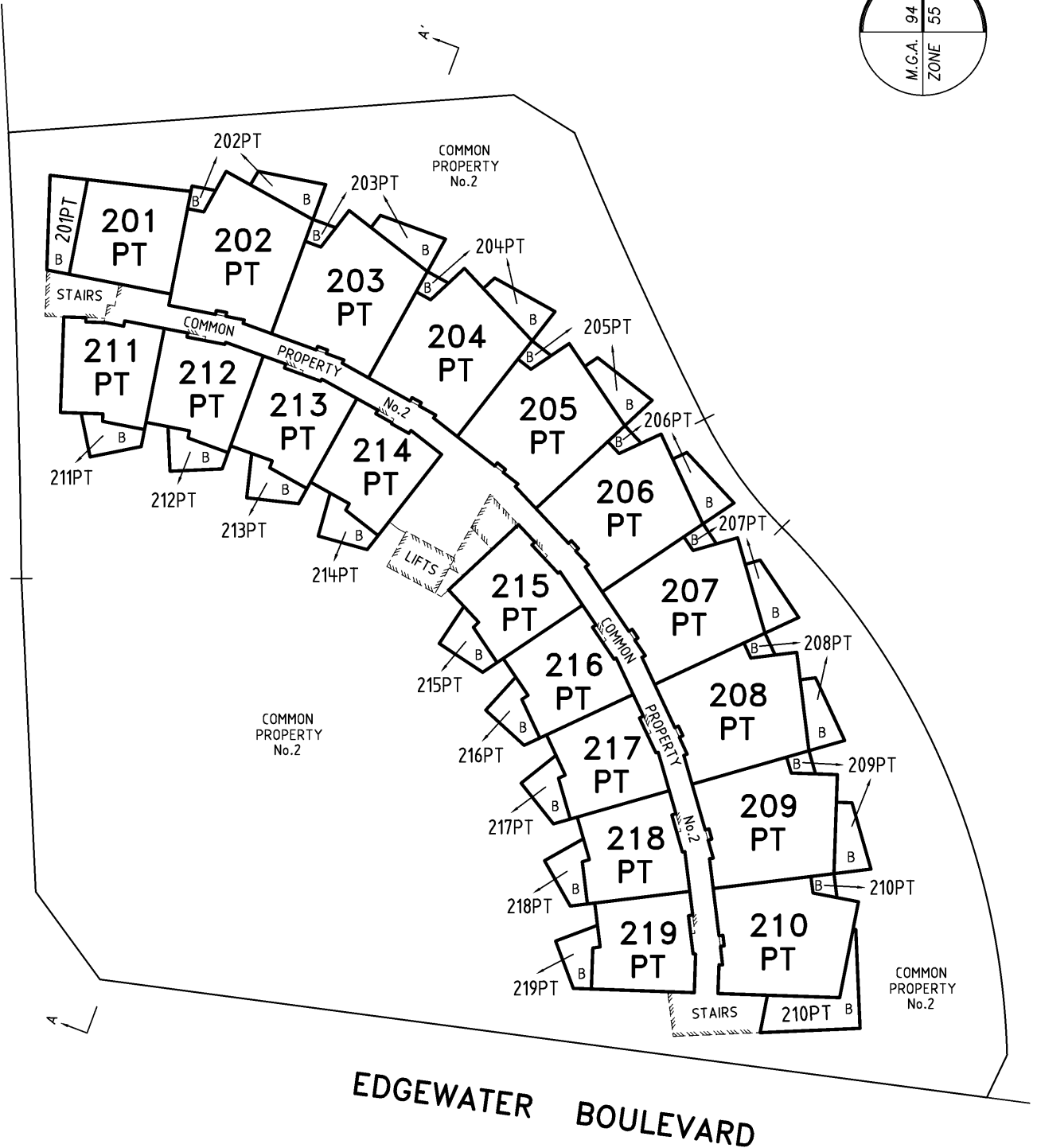
**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



**SKYLINE
DRIVE**



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



**SECOND STOREY
DIAGRAM 8**

ORIGINAL

SCALE

SCALE SHEET SIZE
1:300 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

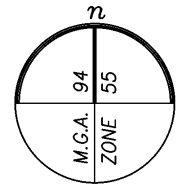
REF 6456003 24/06/14 VERSION S
DWG 645600JS

SHEET 15

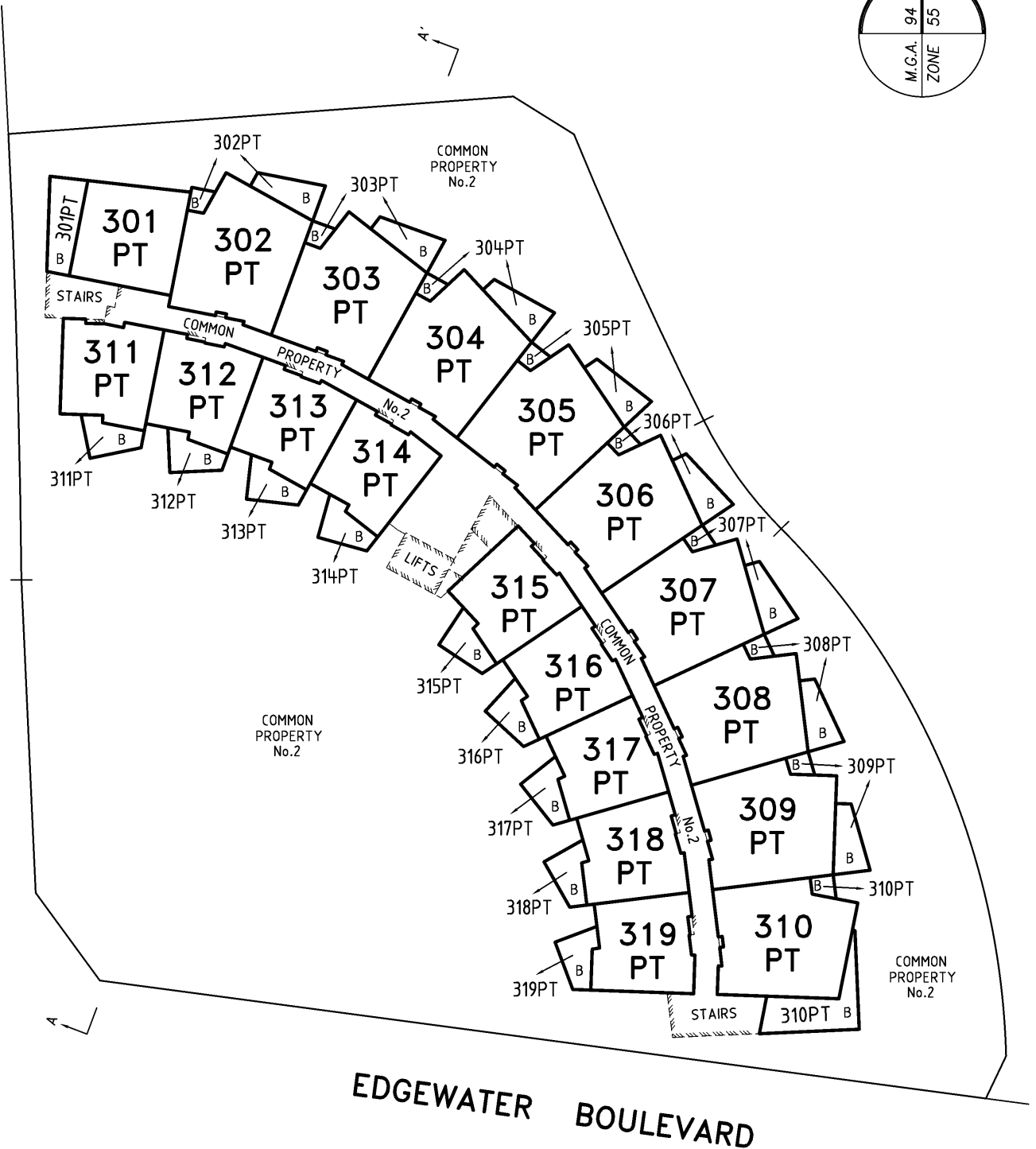
**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



**SKYLINE
DRIVE**



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

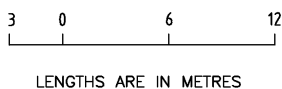


**THIRD STOREY
DIAGRAM 9**

ORIGINAL

SCALE

SCALE SHEET SIZE
1:300 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE / /

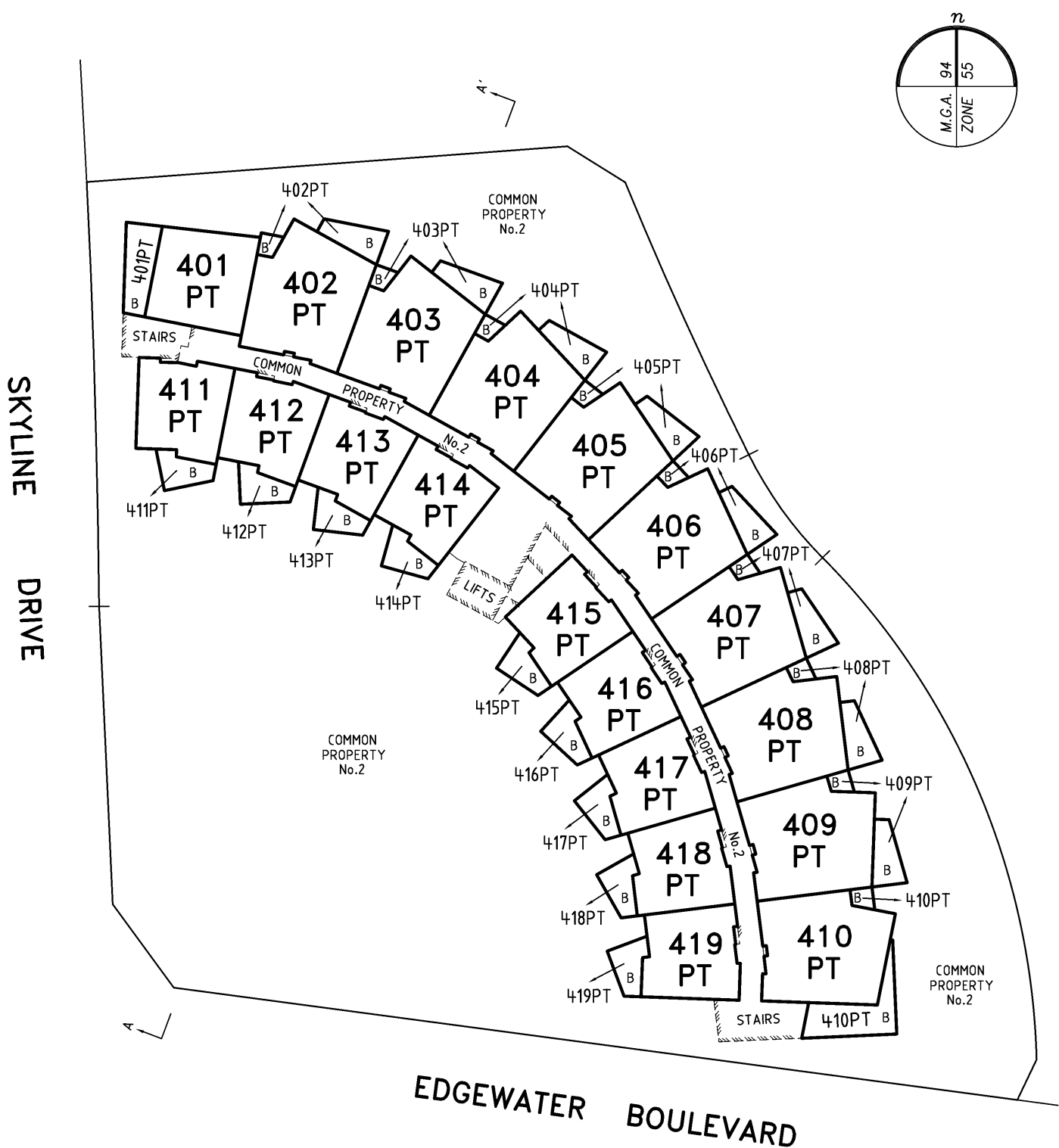
REF 6456003 24/06/14 VERSION S
DWG 645600JS

SHEET 16

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



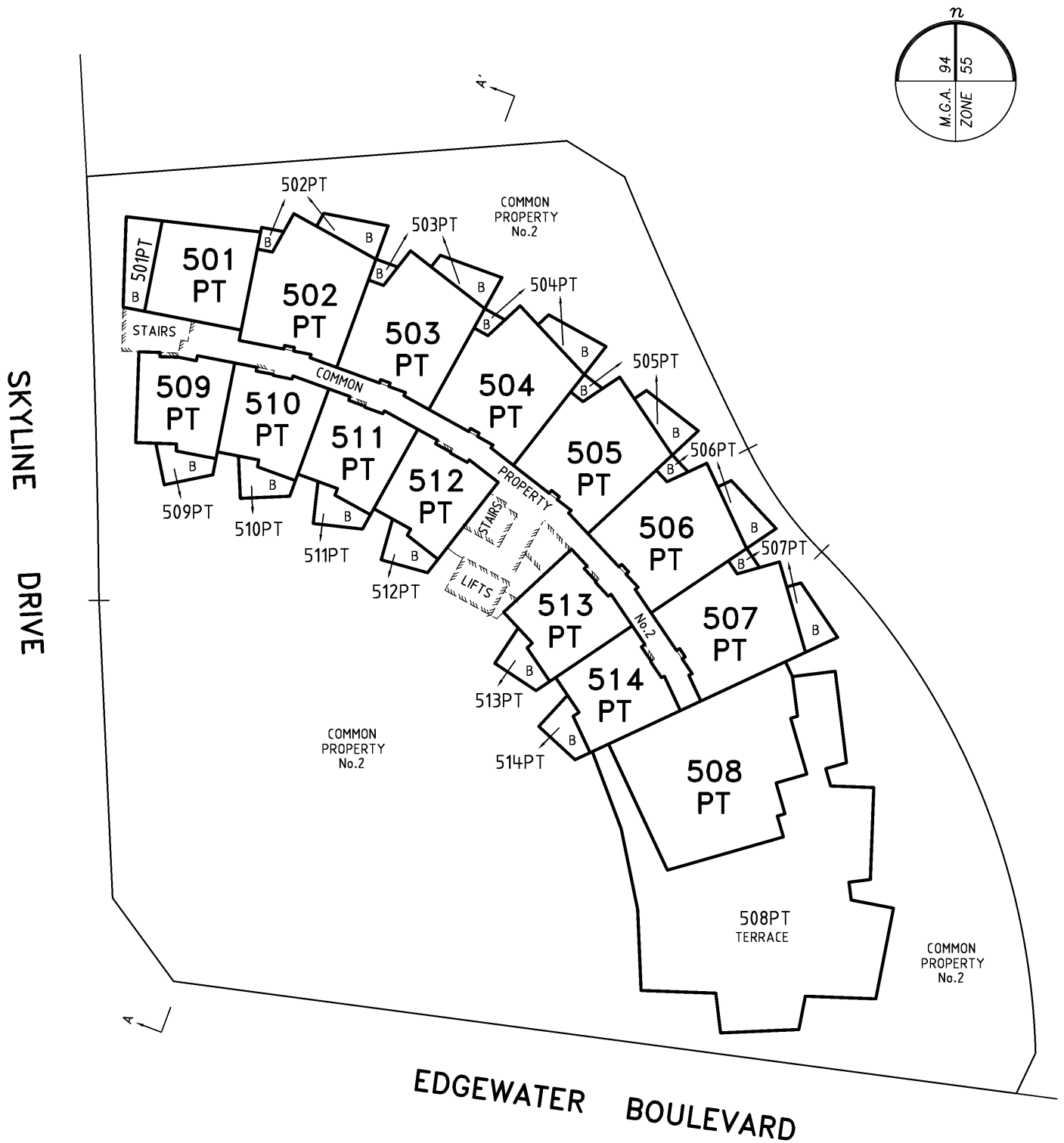
**FOURTH STOREY
DIAGRAM 10**

ORIGINAL		SCALE		SHEET 17	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



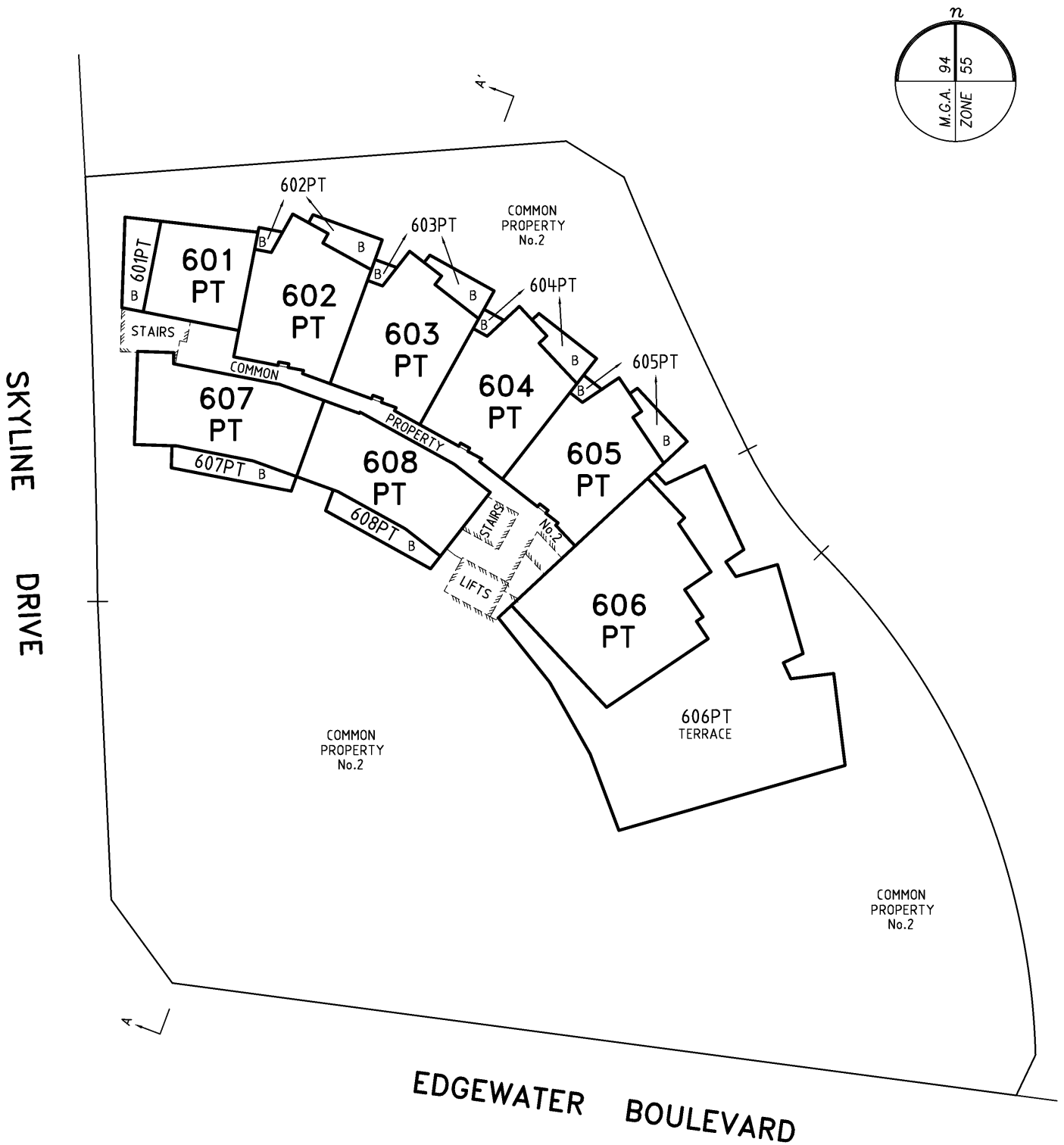
FIFTH STOREY
 DIAGRAM 11

ORIGINAL		SCALE		SHEET 18	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



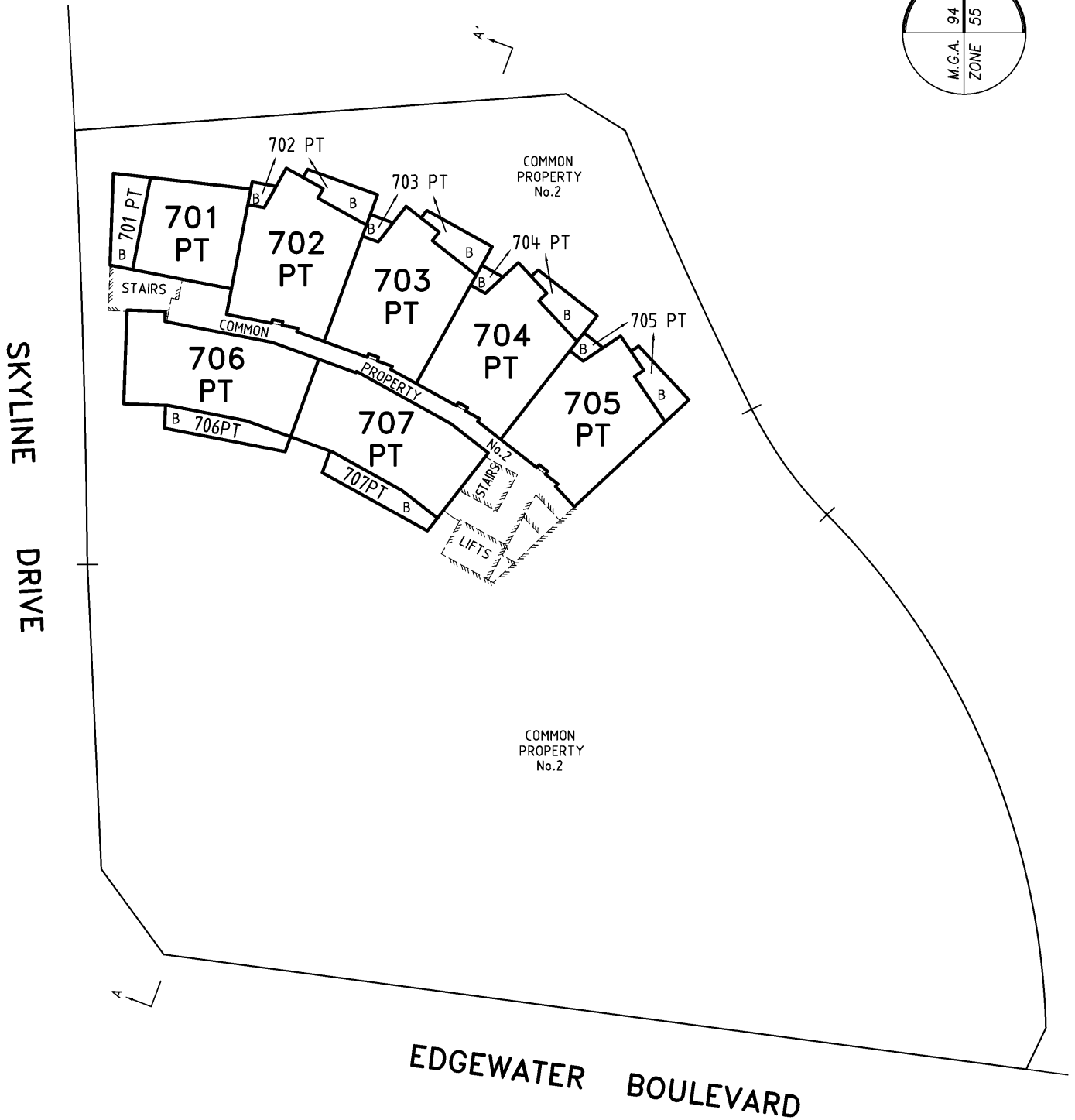
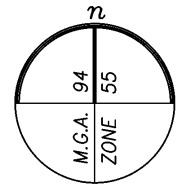
**SIXTH STOREY
DIAGRAM 12**

ORIGINAL		SCALE		SHEET 19	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only

PS622431D



SEE SITE DIAGRAM FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992

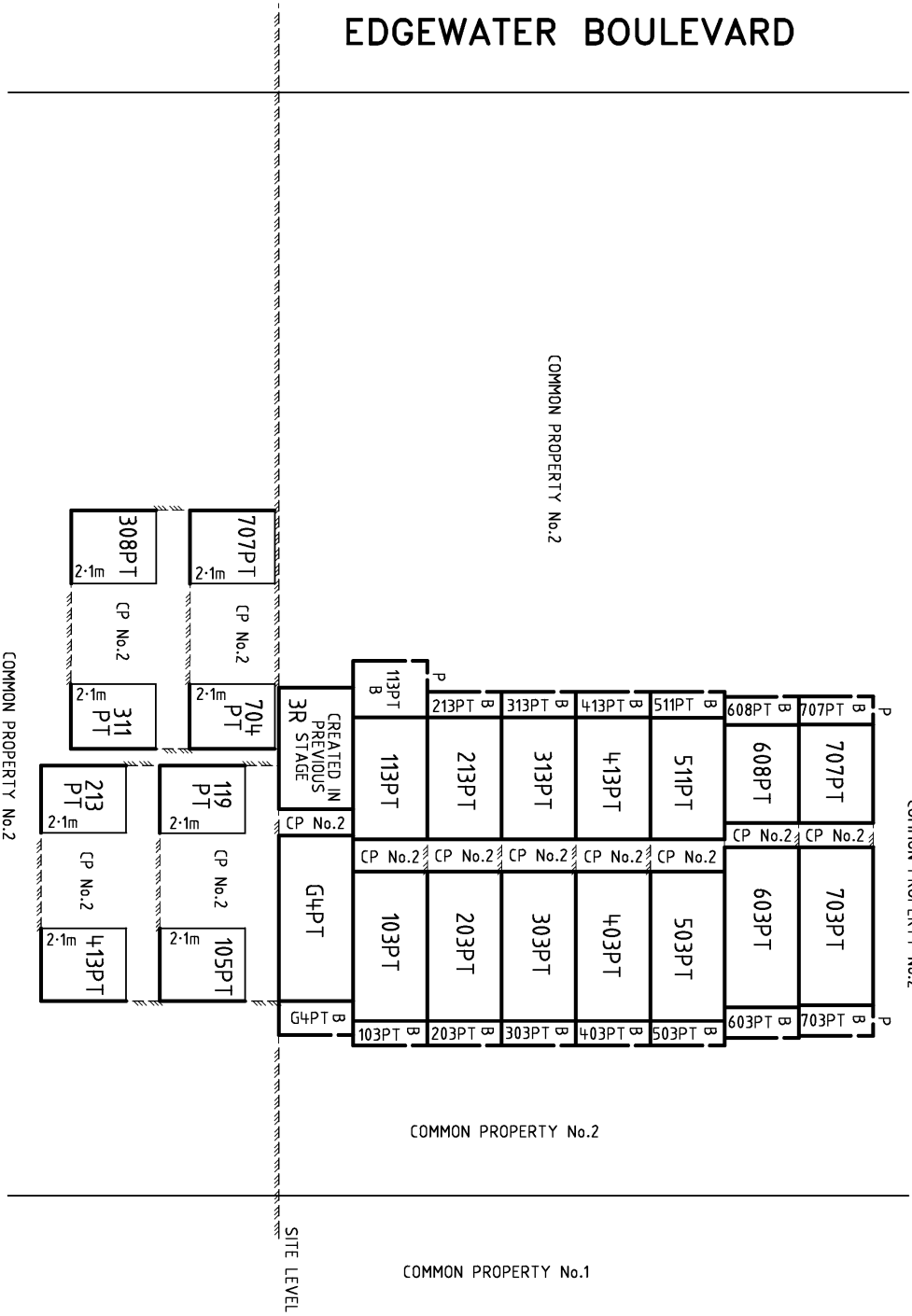


**SEVENTH STOREY
DIAGRAM 13**

ORIGINAL		SCALE		SHEET 20	
SCALE	SHEET SIZE	<p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DATE / / REF 6456003 24/06/14 VERSION S DWG 645600JS	
1:300	A3				

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

LV use only
PS622431D



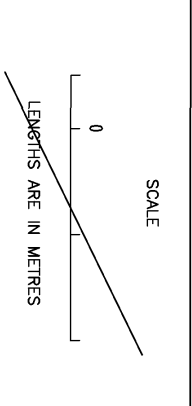
SECTION A - A'
NOT TO SCALE

EDGEWATER BOULEVARD

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL
SCALE
SHEET
SIZE
NTS
A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED
DATE / /
REF 6456003 24/06/14 VERSION S
DWG 645600JS

SHEET 21

- SEVENTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT UPPER
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT LOWER
TYPICAL FOR LOTS ON THIS LEVEL



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 18/06/2021 02:21:32 PM

OWNERS CORPORATION 1
PLAN NO. PS622431D

The land in PS622431D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 33, S4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 2 171A NELSON PLACE WILLIAMSTOWN VIC 3016

AN710554L 04/04/2017

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:

NIL

Additional Owners Corporation Information:

OC005823B 21/10/2009

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	312	312
Lot 2	312	312
Lot 3	312	312
Lot 4	312	312
Lot 5	312	312
Lot 6	312	312



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:32 PM

**OWNERS CORPORATION 1
PLAN NO. PS622431D**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	312	312
Lot 8	312	312
Lot 9	313	313
Lot 10	313	313
Lot 11	313	313
Lot 12	313	313
Lot 13	313	313
Lot 14	313	313
Lot 15	313	313
Lot 16	313	313
Lot 17	312	312
Lot 18	312	312
Lot 19	312	312
Lot 20	312	312
Lot 21	312	312
Lot 22	312	312
Lot 23	312	312
Lot 24	312	312
Lot 25	312	312
Lot 26	312	312
Lot 27	312	312
Lot 28	312	312
Lot 29	312	312
Lot 30	312	312
Lot 31	312	312
Lot 32	312	312
Lot 33	312	312
Lot S4	1	1
Total	10305.00	10305.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:32 PM

<p>OWNERS CORPORATION 1 PLAN NO. PS622431D</p>
--

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 18/06/2021 02:21:33 PM

OWNERS CORPORATION 2
PLAN NO. PS622431D

The land in PS622431D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R, 101 - 119, 201 - 219, 301 - 319, 401 - 419, 501 - 514, 601 - 608, 701 - 707, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, G16, G17, G18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MCKENZIE TAYLOR AND BLOOMFIELD LEVEL 1 530 LITTLE COLLINS STREET MELBOURNE VIC 3000

OC022762X 30/07/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC022763V 30/07/2014

Additional Owners Corporation Information:

OC022762X 30/07/2014

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1R	143	30
Lot 2R	42	25
Lot 3R	42	25
Lot 4R	70	30
Lot 5R	42	25



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:33 PM

OWNERS CORPORATION 2
PLAN NO. PS622431D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6R	42	25
Lot 7R	42	25
Lot 101	37	37
Lot 102	47	47
Lot 103	47	47
Lot 104	47	47
Lot 105	48	48
Lot 106	48	48
Lot 107	49	49
Lot 108	49	49
Lot 109	50	50
Lot 110	50	50
Lot 111	37	37
Lot 112	36	36
Lot 113	36	36
Lot 114	36	36
Lot 115	36	36
Lot 116	36	36
Lot 117	36	36
Lot 118	36	36
Lot 119	37	37
Lot 201	38	38
Lot 202	48	48
Lot 203	48	48
Lot 204	49	49
Lot 205	49	49
Lot 206	49	49
Lot 207	50	50
Lot 208	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:33 PM

OWNERS CORPORATION 2
PLAN NO. PS622431D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 209	50	50
Lot 210	51	51
Lot 211	37	37
Lot 212	37	37
Lot 213	37	37
Lot 214	37	37
Lot 215	37	37
Lot 216	37	37
Lot 217	37	37
Lot 218	37	37
Lot 219	37	37
Lot 301	38	38
Lot 302	49	49
Lot 303	49	49
Lot 304	49	49
Lot 305	50	50
Lot 306	50	50
Lot 307	50	50
Lot 308	51	51
Lot 309	51	51
Lot 310	53	53
Lot 311	38	38
Lot 312	37	37
Lot 313	37	37
Lot 314	37	37
Lot 315	37	37
Lot 316	37	37
Lot 317	37	37
Lot 318	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:33 PM

OWNERS CORPORATION 2
PLAN NO. PS622431D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 319	38	38
Lot 401	39	39
Lot 402	50	50
Lot 403	50	50
Lot 404	51	51
Lot 405	51	51
Lot 406	52	52
Lot 407	52	52
Lot 408	53	53
Lot 409	53	53
Lot 410	54	54
Lot 411	38	38
Lot 412	38	38
Lot 413	38	38
Lot 414	38	38
Lot 415	38	38
Lot 416	38	38
Lot 417	38	38
Lot 418	38	38
Lot 419	39	39
Lot 501	40	40
Lot 502	51	51
Lot 503	51	51
Lot 504	52	52
Lot 505	52	52
Lot 506	52	52
Lot 507	52	52
Lot 508	90	90
Lot 509	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:33 PM

OWNERS CORPORATION 2
PLAN NO. PS622431D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 510	38	38
Lot 511	38	38
Lot 512	38	38
Lot 513	38	38
Lot 514	38	38
Lot 601	41	41
Lot 602	57	57
Lot 603	57	57
Lot 604	57	57
Lot 605	57	57
Lot 606	90	90
Lot 607	56	56
Lot 608	56	56
Lot 701	41	41
Lot 702	57	57
Lot 703	57	57
Lot 704	57	57
Lot 705	57	57
Lot 706	56	56
Lot 707	56	56
Lot G1	30	30
Lot G2	30	30
Lot G3	30	30
Lot G4	30	30
Lot G5	30	30
Lot G6	30	30
Lot G7	30	30
Lot G8	30	30
Lot G9	30	30



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2021 02:21:33 PM

**OWNERS CORPORATION 2
PLAN NO. PS622431D**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G10	30	30
Lot G11	31	31
Lot G12	31	31
Lot G13	32	32
Lot G14	33	33
Lot G15	33	33
Lot G16	33	33
Lot G17	33	33
Lot G18	34	34
Total	5790.00	5552.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

754563

APPLICANT'S NAME & ADDRESS

MCCLUSKYS LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

BEYO GROUP

PURCHASER

N/A, N/A

REFERENCE

4514

This certificate is issued for:

LOT 5R PLAN PS622431 ALSO KNOWN AS 21/45 EDGEWATER BOULEVARD MARIBYRNONG
MARIBYRNONG CITY

The land is covered by the:

MARIBYRNONG PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE 3
- is within a ENVIRONMENTAL AUDIT OVERLAY

A Proposed Amending Planning Scheme C164mari has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 - C164mari

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/maribyrnong>)

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

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

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

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

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

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

18 June 2021

Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PROPERTY INFORMATION REQUEST CERTIFICATE

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51 (1)

APPLICANT: LANDATA ISSUED: 28/06/2021
2 Lonsdale Street Melbourne 3000

YOUR REFERENCE: 50136935

Property Location: G Unit 21 45 Edgewater Boulevard MARIBYRNONG VIC 3032
Property Description: LOT: 5R PS: 622431 -: V:11510/F:952
Previously Known As: 41-45 Edgewater Boulevard MARIBYRNONG VIC 3032

I refer to the application lodged with Council pursuant to Regulation 51 (Part 1) and advise that the following information has been extracted from Council's data base:

The following information is taken from Council's records:

1. Building Permits/certificated issued in the last ten years
Please refer to attached record of building permits/certificates.
2. Building Notices or Building Orders current on the property
There are no Building Notices or Orders on file.
3. There are no Infringement Notices current on the building.

This Property Information Request refers only to the Building particulars relating to the above property. Town Planning information can be obtained directly from the Town Planning Department on 9688 0200. Storm Water and Legal Point of Discharge information can be obtained directly from the Engineering Department on 9688 0200.

As the information contained in this document may have been collected from documentation provided by others and lodged with Council pursuant to the Building Act 1993, Council does not warrant the accuracy of the information.

If you have any questions please don't hesitate to contact Carmen Mills on 9688 0200 during normal business hours, alternatively email buildingenquiries@maribyrnong.vic.gov.au

Yours faithfully,

Carmen Mills
Building Administration Officer on behalf of Municipal Building Surveyor

Building Approvals Issued in the Last 10 Years

OCC = Occupancy Permit Issued
MOCC = Multiple Occupancy Issued
CFI = Certificate of Final Inspection

Council Ref / Issue Date	Description	Certificate / Issue Date
2019/260 13/04/2019	Installation of Kitchen Exhaust (Lisica Cafe)	
	G0 6/45 Edgewater Boulevard Maribyrnong 3032	CFI -
2015/29034 15/09/2015	Fitout to a coin laundry	
	G 13/45 Edgewater Boulevard Maribyrnong 3032	OCC -
2015/20359 21/04/2015	Shop-FITOUT (Take Away Burger Shop)	
	G 20/45 Edgewater Boulevard Maribyrnong 3032	OCC 23/09/2015
2013/17431/6 16/09/2013	Stage 6: Architectural	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 06/08/2014
2013/17431/5 29/08/2013	Stage 5 - Balance of Services Works	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 06/08/2014
2013/17431/4 12/08/2013	Stage 4 - Construction of a new building	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 06/08/2014
2013/17461/3 26/06/2013	Stage 3 - Balance of Structure - Construction of a new building	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 02/07/2014
2013/17431/2 30/04/2013	Stage 2 - Construction of a new building	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 02/07/2014
2013/17431/1 09/04/2013	Stage 1 - Excavation and Retention System Works	
	41 Edgewater Boulevard Maribyrnong 3032	OCC 06/07/2014

Maribyrnong City Council

Street Address:
Cnr Napier and Hyde Streets
Footscray
Postal Address:
PO Box 58, Footscray, Vic 3011

P: (03) 9688 0200
F: (03) 9687 7793
email@maribyrnong.vic.gov.au
www.maribyrnong.vic.gov.au



PROPERTY INFORMATION REQUEST CERTIFICATE

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51 (2)

APPLICANT: LANDATA ISSUED: 28/06/2021
2 Lonsdale Street Melbourne 3000

YOUR REFERENCE: 50136935

Property Location: G Unit 21 45 Edgewater Boulevard MARIBYRNONG VIC 3032
Property Description: LOT: 5R PS: 622431 -: V:11510/F:952

I refer to the application lodged with Council pursuant to Regulation 51 (Part 2) and advise that the following information has been extracted from Council's data base:

The land is not liable to flooding within the meaning of Regulation 153 of the Building Regulations 2018.

The land is not Designated Land or Works within the meaning of Regulation 154 of the Building Regulations 2018.

The land is not in an area 'designated by Council' as subject to infestation by termites under Regulation 150. Termites are present across Victoria and therefore may be present in some areas even though the municipality is not a 'designated area'.

This land is not designated as subject to significant snowfalls under Regulation 152.

This land is not in an area designated as bushfire prone under Regulation 155.

This Property Information Request refers only to the Building particulars relating to the above property. Town Planning information can be obtained directly from the Town Planning Department on 9688 0200. Storm Water and Legal Point of Discharge information can be obtained directly from the Engineering Department on 9688 0200.

If you have any questions please don't hesitate to contact Carmen Mills on 9688 0200 during normal business hours, alternatively email buildingenquiries@maribyrnong.vic.gov.au

Yours faithfully,

Carmen Mills
Building Administration Officer on behalf of Municipal Building Surveyor

LAND INFORMATION CERTIFICATE

(Section 229 Local Government Act, 1989)

Rates and Charges for period 1 July 2020 to 30 June 2021



Assessment Number: 146687
Certificate Issue Date: 23/06/2021
Certificate No: 25366
Your Reference: 50136935-016-9


Applicant:
Landata
GPO Box 527
MELBOURNE VIC 3001

Council Offices
Crn Hyde & Napier St
Footscray
Postal Address
PO Box 58
Footscray VIC 3011
T (03) 9688 0200
F (03) 9687 7793

Property Description: G 21/45 Edgewater Boulevard MARIBYRNONG
Property Title: LOT: 5R PS: 622431 -: V:11510/F:952

Capital Improved Value: \$340,000
Site Value: \$45,000
Net Annual Value: \$19,800
Valuation Date: 01/01/2020

1. RATES, CHARGES AND OTHER MONIES OWING:

Arrears of Rates & Charges as at 30/06/2020	\$0.00
Current Levies	
General Rate Commercial levied	\$1,173.96
Municipal Charge levied	\$20.00
Fire Fixed Commercial levied	\$230.00
Fire CIV Commercial levied	\$207.74
Current Interest Charges as at 30/09/2020 calculated monthly @ 10% pa	\$0.00
Adjustments	\$0.00
Less Pensioner Rebates (see below)	\$0.00
Less Payments	-\$1,224.70
Rates & Charges Due	\$407.00
Additional Monies Owed	
Total Due to 30/6/2021	\$407.00
 Billers Code :626275 Reference No:1466879	

2. OTHER INFORMATION:

****Reminder - Please send Acquisition Notices completed in an accurate and timely manner immediately after settlement, your assistance with this request is greatly appreciated ****

MARIBYRNONG CITY COUNCIL

MUNICIPAL OFFICES, NAPIER STREET, FOOTSCRAY, VIC. 3011

TELEPHONE 03 9688 0200



Maribyrnong
CITY COUNCIL

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

This Certificate provides information regarding valuation, rate charges, other monies owing and any orders and notices made pursuant to the Local Government Act 1989 or under a Local Law of the Council.

This Certificate is not required to include information regarding planning, Building, Health, Land fill, Land slip, other flooding information or service easement. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

SPECIAL NOTE

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, 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

Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a fresh certificate must be applied for.

NOTE: IN ACCORDANCE WITH SECTIONS 175(1)&(2), LOCAL GOVERNMENT ACT 1989 THE PURCHASER MUST PAY ALL RATES AND CHARGES OUTSTANDING AT THE TIME THAT PERSON BECOMES THE OWNER OF THE LAND. ANY ARREARS OF RATES OR CHARGES (INCLUDING ANY INTEREST ON THOSE RATES AND CHARGES) ON THE LAND WHICH ARE DUE AND PAYABLE. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10% P.A

OUTSTANDING ORDERS

There may be Health or Building Orders issued under the Local Government Act 1989. Please refer to the relevant Departments for Orders issued under the Health and Building Acts.

ENVIRONMENT PROTECTION AUTHORITY NOTICE

Please be advised that if Council records indicate that this property is contaminated it will be noted in the Grey Area below.



Should the grey area above be blank, Council will have no record and may not be aware of contamination on this site. Further clarification should be made with the EPA.

Any enquiries on reports and /or soil tests regarding contamination should be directed to the Environment Protection Authority (EPA) or the Department of Human Services.

Council accepts no responsibility for any error or misrepresentation of details relating to contamination etc., for this site or any other site within this municipality.

IMPORTANT NOTICE REGARDING RESIDENT PARKING PERMITS



This notice applies to any new dwelling that is part of a new multi dwelling development of 2 or more dwellings and must be included in any Section 32 statement.

In circumstances where a dwelling within a new multi dwelling development is to be rented out; this notice should be attached to any tenancy agreement.

Council has areas that are experiencing significant problems with car parking and this has resulted in the implementation of parking permit schemes.

Any new resident of any new multi dwelling development will not be entitled to a resident parking permit. New multi dwelling developments have the required number of car parking spaces on site or because of the proximity to public transport, Council accepted a justification to reduce or waive the normal parking requirements.

In addition to areas that are currently subject to a resident parking permit scheme, this may also apply to other areas in the future

Prospective residents within new multi dwelling developments are advised to carefully consider this situation if they have more than one vehicle or if they are purchasing a dwelling without a car space.

Information about the current situation with resident parking schemes can be obtained by telephoning Parking and Local Laws on 03 9688 0384.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Maribyrnong City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.00 being the fee for this certificate.

For further information contact Revenue Services on 03 9688 0200.

A handwritten signature in black ink, appearing to read "Mario Patti", is written over a white rectangular background.

Mario Patti
REVENUE SERVICES COORDINATOR



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1252 8596 3106

DATE OF ISSUE - 18/06/2021

APPLICATION NO.

955379

LANDATA COUNTER SERVICES

YOUR REF.

50136935-025-1

SOURCE NO. 99904685210

PROPERTY: GROUND G 21/45 EDGEWATER BOULEVARD MARIBYRNONG VIC 3032

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

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

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	156.72	Quarterly	30/06/2021	156.72	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE NON RESIDENTIAL	307.08	Quarterly	30/06/2021	307.08	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	461.32	Quarterly	30/06/2021	461.32	0.00
TOTAL	1,004.14			1,004.14	0.00

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 4/06/2021.	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	0.00
BALANCE including unbilled service charges	0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1252 8596 3106



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1252 8596 3106

DATE OF ISSUE - 18/06/2021

APPLICATION NO.

955379

Please note the water meter on this property was last read on 4/06/2021.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 4/06/2021 to the settlement date.

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

Drinking Water Usage \$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 4/06/2021 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1252 8596 3106

DATE OF ISSUE - 18/06/2021

APPLICATION NO.

955379

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

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

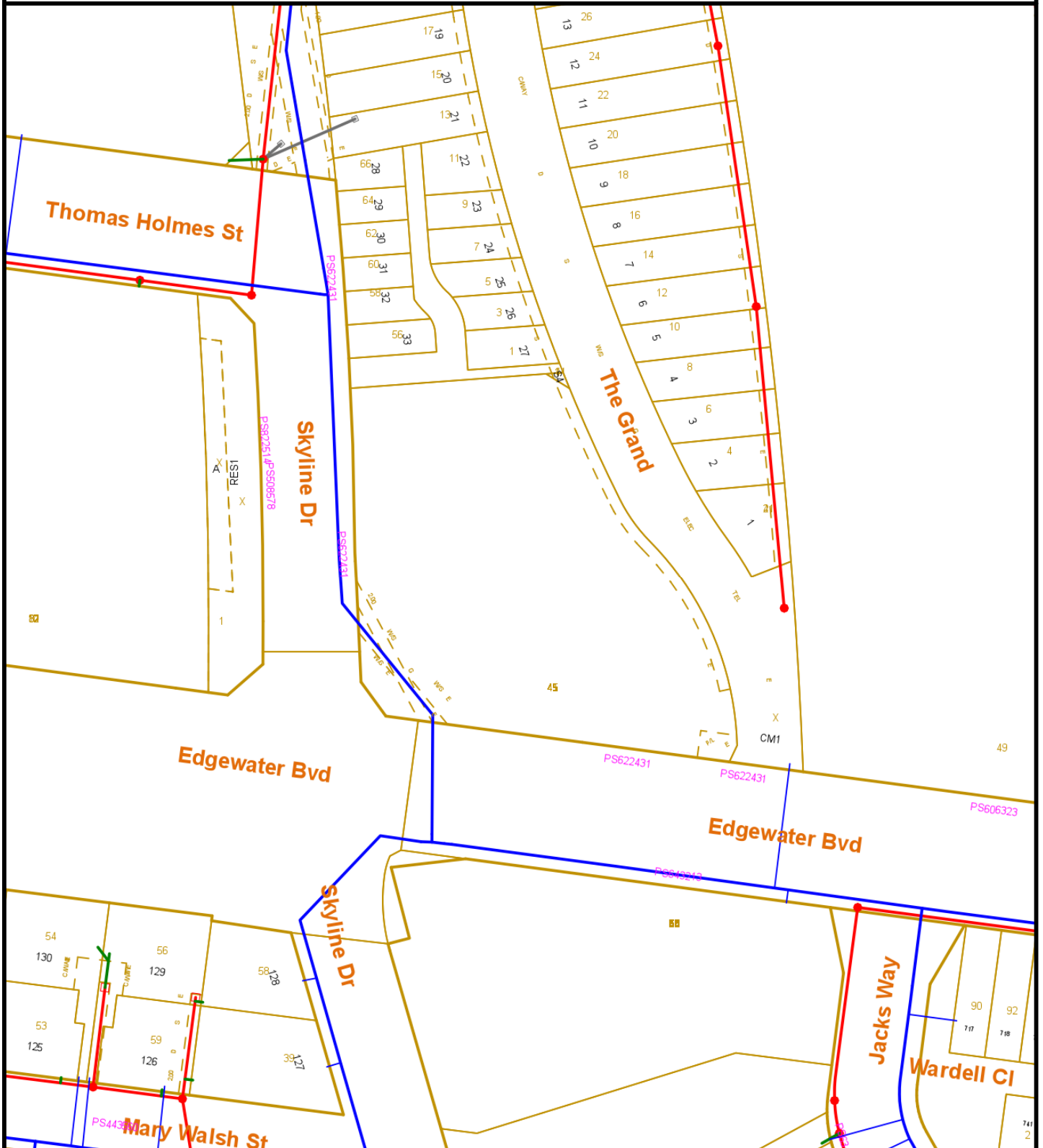
City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

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



















Encumbrance Plan

41 EDGEWATER BOULEVARD MARIBYRNONG 3032

Application No. 955379



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW-DR-GH MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW-DR-AGH MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW-DR-NW MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW-DR-UG MW Underground Drain		MW Manhole
	Abandoned Water Main		MW-DR-AUG MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 18/06/2021

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

McCluskys Lawyers C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4514

NO PROPOSALS. As at the 18th June 2021, 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 21, 45 EDGEWATER BOULEVARD, MARIBYRNONG 3032
CITY OF MARIBYRNONG

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: 18th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 50136935 - 50136935141850 '4514'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MCCLUSKYS LAWYERS

Your Reference: 210483
Certificate No: 47789778
Issue Date: 18 JUN 2021
Enquiries: ESYSPROD

Land Address: UNIT 21, 45 EDGEWATER BOULEVARD MARIBYRNONG VIC 3032

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41416416	5R	622431	11510	952	\$100.34

Vendor: BEYO GROUP
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BEYO GROUP PTY LTD	2021	\$45,000	\$55.97	\$0.00	\$55.97

Comments: Land Tax will be payable but is not yet due - please see note 6 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
BEYO GROUP PTY LTD	2020	\$44.37	\$0.00	\$44.37

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$340,000

SITE VALUE: \$45,000

AMOUNT PAYABLE: \$100.34

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

Certificate No: 47789778

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$45,000

Calculated as \$0 plus (\$45,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47789778

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: 47789778

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Winter & Stewart

Owners Corporation Managers

Licensed Owners Corporation Managers
ABN 85 601 159 451
PO BOX 328
Balwyn Vic 3103
simon@wscorp.com.au
0488 661 237
gordon@wscorp.com.au
0400 631 894

Beyo Group Pty Ltd
PO Box 6251
MELBOURNE VIC 3004

25th June 2021

Dear Beyo Group Pty Ltd

Re: OWNERS CORPORATION CERTIFICATE - LOT 5R, PLAN NO. PS 622431D OC2

In response to your request, we now attach an Owners Corporation Certificate for Lot 5R in Plan No. PS 622431D OC2 dated 25th June 2021. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

Yours faithfully,



Registered Manager

Full name: Gordon Stewart
Company: Winter & Stewart Owners Corporation Managers
Address of registered office: PO Box 328 BALWYN VIC 3103

25/06/2021

Date

OWNERS CORPORATION CERTIFICATE

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

As at 25th June 2021

1. OWNERS CORPORATION DETAILS

Plan Number: PS 622431D OC2
Address of Plan: 45 Edgewater Boulevard Maribyrnong VIC 3032
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO BOX 328 BALWYN VIC 3103

2. CERTIFICATE DETAILS

Vendor: Beyo Group Pty Ltd
Postal Address for Lot 5R: PO Box 6251 MELBOURNE VIC 3004
Purchaser:
Person requesting Certificate: Beyo Group Pty Ltd
Reference:
Address: PO Box 6251 MELBOURNE VIC 3004
Fax:
E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 5R

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5R are **1,652.10 per annum** commencing on 1 August 2020. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/08/20 to 31/10/20	394.44	01/08/20	Paid
01/11/20 to 31/01/21	394.44	01/11/20	Paid
01/02/21 to 30/04/21	431.61	01/02/21	Paid
01/05/21 to 31/07/21	431.61	01/05/21	Issued
01/08/21 to 31/10/21	431.61	01/08/21	To be Issued
01/11/21 to 31/01/22	431.61	01/11/21	To be Issued
01/02/22 to 30/04/22	431.61	01/02/22	To be Issued
01/05/22 to 31/07/22	431.61	01/05/22	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 5R are **74.32 per annum** commencing on 1 August 2020. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/08/20 to 31/10/20	37.16	01/08/20	Paid
01/11/20 to 31/01/21	37.16	01/11/20	Paid

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2021

For Plan No. PS 622431D OC2 - Lot 5R

4. CURRENT LEVY POSITION FOR LOT 5R

Fund	Balance	Paid To
Administrative	\$431.61 DR	30 April 2021
Maintenance Fund	0.00	30 April 2021
BALANCE	\$431.61 DR	

5. SPECIAL LEVIES

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

6. OTHER CHARGES

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

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 25 June 2021:

Account / Fund	Amount
Administrative Fund	10,749.66
Maintenance Fund	80,073.47
Investment Account	130,938.79
TOTAL FUNDS HELD AS AT 25 JUNE 2021	\$221,761.92

8. INSURANCE

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

Policy

Policy No.	02GS023666
Expiry Date	31-July-2021
Insurance Company	Chubb
Broker	
Premium	42134.25

Cover Type

Cover Type	Amount of Cover
Appeal Expenses	150,000
Crime Insurance	100,000
Damage (i.e. Building) Policy	44,360,000
Loss of Rent	6,654,000
Machinery Breakdown Insurance	100,000
Management/directors/officers liability	1,000,000
Other - Professional Expenses	30,000
Property, Death and Injury (Public Liability)	20,000,000
Voluntary Workers Insurance	200,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2021

For Plan No. PS 622431D OC2 - Lot 5R

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

Date of Contract	Name of Contractor	Status	Brief Description
11/08/2014	OC Energy	Current	Embedded Network Deed - electricity supply
11/08/2014	Statewide Caretaking Pty Ltd	Current	Caretaking and Letting Agreement
07/10/2020	Winter & Stewart Owners Corporation Managers	Current	SCA Owners Corporation Management Contract

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2021

For Plan No. PS 622431D OC2 - Lot 5R

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Winter & Stewart Owners Corporation Managers
ABN / ACN: 85 601 159 451
Address of Manager: PO Box 328 BALWYN VIC 3103
Telephone: 0400 631 894
Facsimile:
E-mail Address: gordon@wscorp.com.au

17. ADDITIONAL INFORMATION

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

Levies for the Maintenance Fund have been shifted to the Administrative Fund for the short-term to improve the Administrative Fund cash position.

SIGNING

The common seal of Plan No. PS 622431D OC2, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.


Registered Manager

Full name: Gordon Stewart
Company: Winter & Stewart Owners Corporation Managers
Address of registered office: PO Box 328 BALWYN VIC 3103

25/06/2021

Date



Common Seal
of Owners Corporation

**ANNUAL GENERAL MEETING MINUTES
OWNERS CORPORATION PS 622431D OC2
45 Edgewater Blvd, Maribyrnong Vic 3032**

Venue: Zoom online meeting

Date: 7th October 2020

Time: 6pm

1.

1.1. ATTENDANCE, APOLOGIES & PROXIES

G09	Sam Brown	301	Amanda Vaughan – proxy held by Liz Judd
112	Mark Brookes	505	Janelle Jorgenson
118	Apology - Nichole Evagora	507	Karalene Habib
204	Pedro Bastidas	508	Karalene Habib
209	Sonia Battistella	606	Mick and Judy Evans
210	Sal Paglia	703	Adriana Falla
213	Adrian Lawrence	706	Juliet Kingsley
			Simon Winter – Winter & Stewart Owners Corporation Managers

1.2 QUORUM:

Assessment of Quorum and Entitlement to vote -13 of 130 lots represented. A 50% quorum is not present as per s77 OC Act 2006. **NOTE:** Under section 78 (1-5) OC Act 2006 the meeting may proceed and all resolutions are interim resolutions and shall become resolutions after a period of 29 days unless lot owners who hold 25% of total votes for all lots petition against the implementation of such resolutions.

1.3 APPOINTMENT OF CHAIRMAN:

It was resolved for Simon Winter to facilitate the meeting on behalf of the Owners Corporation. Simon Winter was authorized to take the minutes. It was resolved that voting will be by voice.

2 REPORTS

- 2.1 Managers' Report – Simon Winter detailed the activities undertaken over the past 12 months and discussed the impact on the finances and the budget for the following year. The meeting asked questions related to the financial reports, events of the past year and forecast activities. The key points to come from the report were (but not limited to):
- 2.1.1 The Essential Services for the building have all been passed by Linkfire.
 - 2.1.2 An engineers' report was received regarding the concrete cracking on B3 and no concerns raised
 - 2.1.3 A review of the Maintenance Fund was undertaken and discussed. There is ongoing management of the plan and financial planning associated with this plan as required under the OC Act 2006.
 - 2.1.4 Statewide caretaking, Bang Pham, is doing a very good job.
 - 2.1.5 The meeting discussed the front wall rebuilding as a claim on the car drivers' insurance. This was not a claim on the OC's insurance policy.
 - 2.1.6 Hand sanitiser stations were placed on all residential floors

Motions to be resolved

3 APPOINTMENT OF MANAGER

Pursuant to section 119(1) of the Owners Corporation Act to appoint Winter & Stewart OCM as managers of Owners Corporation **PS 622431D OC2**.

- 3.1 Pursuant to section 119(3) of the Owners Corporation Act to complete the two SCA Appointment of Management contract for a period of three years at a management fee of \$46920 incl. GST (no increase on the previous contract) until 7th October 2023.
- 3.2 Pursuant to section 20 of the Owners Corporation Act to affix the common seal to the Appointment of Manager contracts.
- 3.3 Pursuant to section 120 and 121 of the Owners Corporation Act to delegate to the manager all the powers under the Owners Corporation Act to enable the managers to perform their required duties.
For: 13 Against: 0 Abstained: 0 **Motion carried.**

4 CONFIRMATION OF MINUTES

- 4.1 It was proposed to accept the minutes of last year's Annual General Meeting as true & correct.
For: 13 - Against: 0 Motion carried

5 INSURANCE

- 5.1 Disclosure requirements: -The manager advised that he is an authorized representative of Whitbread Insurance Brokers and CHU. Authorised to give general advice and provide quotes for insurance. Members are advised to consult the FSR and PDS before deciding on insurance.
- 5.2 VALUATION: The meeting was reminded that a Building valuation had been done June 2020. It was resolved not to get a building valuation for insurance purposes next FY.
- 5.3 RENEWAL: It was resolved to renew the insurance cover at the value provided from the insurance valuation.
For: 13 - Against: 0 Motion carried

6 FINANCIAL REPORTS

- 6.1 The Financial statements for the previous year were tabled and approved.
For: 13 - Against: 0 Motion carried

7 PENALTY INTEREST

- 7.1 It was resolved for Owners Corporation to charge interest on overdue levies as per section 29 of the Owners Corporation Act
For: 13- Against: 0 Motion carried

8 ACTION TO COLLECT PAST DUE FEES

- It was resolved that Owners Corporation will recover past due fees through an authorized court of jurisdiction.
19 - Against: 0 Motion carried

9 ANNUAL BUDGET:

- It was resolved to accept the budget as distributed. (Attached). Accordingly, levies will be struck based on lot liability at per lot basis. Levies will be issued quarterly. Budgeted revenue \$366,448 Budgeted expenditure \$375,559.11
For: 13 - Against: 0 Motion carried

10 APPOINTMENT OF MANAGEMENT COMMITTEE:

- 10.1 Nominations for the committee are as follows:

Karalene Habib	Nichole Evagora	Sam Brown
Sal Paglia	Judy Evans	Mark Mizzi
Barry Watters		

- 10.2 All were elected unopposed.

- 10.3 The committee will elect a chairman in due course

- 10.4 It was resolved to delegate to the committee by instrument, all the powers and functions that may be delegated by the Owners Corporation under section 11.

- 10.5 It was resolved to complete the Committee instrument of delegation on the approved form.

- 10.6 It was resolved under section 20 to affix the common seal to the Committee instrument of delegation form. The form will be completed and signed at a date to be set.

Moved by: Lizz Judd Seconded by: Jannelle Jorgenson For: 13 - Against: 0 Motion carried

11 General Business –

- 11.1 The meeting requested the front door be upgraded to improve its performance. A sliding door was considered last year, but Dorma advised that the door frame and surrounding glass did not support this application. An electric automatic door closer will be explored.

- 11.2 The meeting requested additional hand sanitiser stations on each basement level.

- 11.3 The meeting reported staining of the tiles from hand sanitiser. The manager to assist the Caretaker in trying to contact a cleaning company who can assist.

- 11.4 The meeting discussed the nature strip damage outside B1 garage entry. A scope has been sent to the gardener to source. The OC manager will follow up this with the gardener.

Meeting Close: 7pm

Prepared by:
Winter & Stewart Owners Corporation Managers

Prepared for:
Owners Corporation PS 622431D OC2

Proposed budget for 12 months to 31 July 2021
45 Edgewater Boulevard



Licensed Owners Corporation Managers
A/N/05/601 159 451
FIR 0004 2016
Bawyn VIC 3103
simon@wstcorp.com.au
0456 661 237
gordon@wstcorp.com.au
0400 631 894

	Actual (ex GST) FY2020 \$	Budget (ex GST) FY2021 \$
Opening cash position as at 1st August	202,590.50	236,640.25
INCOME		
Owners Levy Contributions		
Administrative Fund Levies	329,016.31	341,046.18
Maintenance Fund Levies	29,639.40	7,502.36
Investment Interest Income	2,059.30	2,000.00
Penalty Interest	1,918.63	500.00
Insurance Claim Recoveries	16,330.14	15,000.00
Common Property - Freedom Internet	931.68	400.00
Taxes, Fees & Charges - GST adjustment	13,024.79	0.00
Total	392,920.25	366,448.55
EXPENSES		
Administrative Fund		
Accountant - Audit fees (FY2021 - 3 years' fees)	327.27	5,500.00
Bank Fees & Charges	310.22	350.00
Caretaking Services	116,390.44	120,000.00
Consultant - building condition survey (concrete)	2,000.00	0.00
Electrical Repairs	8,548.19	7,500.00
Electricity/Utilities	22,293.11	24,000.00
Fans & Ventilation Maintenance	2,103.50	2,500.00
Fire Protection Services	16,067.24	15,000.00
Fire Protection - System Enhancements, defects	9,692.50	15,000.00
Garage Door Maintenance	3,674.77	2,500.00
Gardening and Grounds Maintenance	1,791.92	2,500.00
Gas	3,367.16	3,250.00
Insurance - Property Valuation	2,500.00	0.00
Insurance claim - repairs expenditure	20,722.18	20,000.00
Insurance (Premiums)	38,344.48	38,550.00
Legal Services	2,545.46	2,000.00
Lift Maintenance	11,655.97	12,000.00
Minor Building Maintenance	9,456.41	10,000.00
Plumbing Maintenance	8,219.73	5,000.00
Pumps & Motor Maintenance	1,680.00	2,500.00
Reimbursements - owner/s	3,472.19	0.00
Roof - Installation of Anchor points	385.00	400.00
Security Services	2,100.55	2,500.00
Signs	610.96	500.00
ATO BAS preparations	163.65	218.18
Public Officer Fee - Winter & Stewart	109.09	109.09
Disbursements - Winter & Stewart	7,527.28	7,527.28
Management fees- Winter & Stewart	42,654.56	42,654.56
Taxes, Fees & Charges - GST rounding	(0.27)	0.00
Telephone & Internet Services	3,065.41	1,250.00
Waste Management Services - bin shute cleaning, Sanokil	2,679.16	3,000.00
Water	1,938.55	9,000.00
Window Cleaning	0.00	5,250.00
Contingency	0.00	15,000.00
Total Admin fund expenses	346,396.68	375,559.11
Levies less expenditure	46,523.57	(9,110.56)
Deduct: Previous year GST liability	15,486.43	3,012.61
Add: GST liability (deduct GST asset)	3,012.61	5,000.00
Closing cash at Bank 31 July	236,640.25	229,517.08
Administrative Fund Balance	86,979.82	70,366.89
Maintenance Fund Balance	146,647.82	154,150.18
GST Liability	3,012.61	5,000.00
	236,640.25	229,517.08
Levy Payments		
1 August 2020 - 31 October 2020	Issued	95,850.85
1 November 2020 - 31 January 2021 (100% administrative fund)	To be issued	95,850.85
1 February 2021 - 30 April 2021 (100% administrative fund)	To be issued	95,850.85
1 May 2021 - 31 July 2021 (100% administrative fund)	To be issued	95,850.85

NOTE: Additional maintenance works (if req'd) may be charged as a Special Levy on top of the normal levies above.

Rules for Owners Corporation No. 2 on PS 622431D

Definitions

In these Rules, the following words have the following meanings:

Building means the building known as 45 Edgewater Boulevard, Maribyrnong.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the building.

Common Property means the common property on the plan of subdivision.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside windows of the building (if applicable).

Lift means any lift in the building owned by the Owners Corporation.

Lot or Lots means a lot or the lots on the plan of subdivision.

Manager means a manager appointed in accordance with regulation 302 of the regulations.

Members means the members of the Owners Corporation.

OC Act means the Owners Corporations Act 2006 (Vic).

Outgoings shall include (but not necessarily be limited to) all rates, charges, taxes and impositions (other than those levied directly against the member's lot), insurances of the buildings and improvements (including but not limited to public risk and reinstatement), cleaning, electricity, fire protection, maintenance of lifts, repairs and maintenance, security, bank fees, and associated government charges, garden maintenance, air conditioning of common property and like expenses associated with the maintenance and operation of the common property.

Owners Corporation means Owners Corporation No. 2 on PS 622431D and includes any manager who, or committee established under the OC Act that, has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan of Subdivision means plan of subdivision number PS 622431D.

Regulations means the *Owners Corporations Regulations 2007 (Vic)*.

Residential Lots means all lots on the Plan of Subdivision except lots R1 – R7.

Security Key means key, swipe card or any other device issued by the Owners Corporation for the use and or access to the common property or the building or any part thereof.

1. Standard Rules

A member must not, and must ensure that the occupier of a member's lot does not:

- 1.1 use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- 1.2 park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;

- 1.3 use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- 1.4 make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- 1.5 make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am, or at any other time in such a manner as to contravene rule 2(c) above;
- 1.6 keep any animal on the common property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

2. Negative Obligations

A member must not (and must do all things reasonable to ensure that the occupier of a member's lot does not) and an occupier of a lot must not:

2.1 Use of Common Property and Lots

- (a) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available for; and
- (b) enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation; and
- (c) use any part of the building, lots or common property for a purpose other than the purpose for which it has been provided or for which it is properly available; and
- (d) use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the common property; and
- (e) in the case of a Residential Lot, use or permit a lot to be used other than for private residential or accommodation purposes except; and
- (f) dispose of any cigarette butts or ash on to the common property; and
- (g) use or permit to be used a member's lot in a manner that would contravene any planning regulations, requirements or restrictions placed on the plan of subdivision.

2.2 Interference with Fittings, Services or Facilities

- (a) obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the common property;
- (b) cover or obstruct any lights, sky lights, windows or other means of illuminations of the common property or the building;
- (c) do any act or thing which affects the working of the air-conditioning in the building (including, without limitation, altering any thermostat or other control in the building, the common property or in the lots);
- (d) obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the building or permit any fire appliance, cupboard, stairway or landing in the building to be obstructed.

2.3 Balconies and Windows and Outward Appearance

- (a) hang or place on any balcony or in any window of a member's lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's lot or the common property or which may otherwise affect the use and enjoyment of the lots and common property of the building by members or occupiers;

- (b) hang or place any washing on or from any balcony or in or from any window;
- (c) use any balcony as a place of storage;
- (d) keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- (e) keep or allow anything belonging to a member or occupier of a member's lot to be on any balcony or any part of the exterior of a member's lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affects the use and enjoyment of the building, lots or common property by members and occupiers;
- (f) allow any garden, plant, balcony or open land forming part of the lot to become unkempt, overgrown or unsightly;
- (g) without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, 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.

2.4 Window Furnishings

install or permit the installation in a Residential Lot of any window furnishing visible from outside other than blinds, Venetian blinds, curtains and drapes which are white or cream in colour when seen from the exterior (i.e. window-facing) side.

2.5 Waste or Garbage

- (a) store or keep waste or garbage other than in proper tightly secured receptacles in an area specified for such purpose by the Owners Corporation or within the member's lot or as otherwise directed by the Owners Corporation;
- (b) put any garbage or refuse anywhere on the common property other than in garbage bins or containers so designated by the Owners Corporation;
- (c) put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- (d) put any waste or garbage in Owners Corporation garbage bins or containers unless securely tied in a plastic bag;
- (e) put any waste or garbage in Owners Corporation bins or containers designated for use by members of the public;
- (f) burn any rubbish or waste in or upon the lot or the common property;
- (g) throw, drop, or let fall any article or substance from or out of a lot or the common property.

2.6 Alterations of Lots and Common Property

- (a) make any alteration, addition to, paint or decorate the exterior of a member's lot without the prior written consent of the Owners Corporation;
- (b) carry out or permit to be carried out any building work requiring a building approval under the Building Act 1993 (or an equivalent enactment) unless:
 - (i) at least 21 days' written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Owners Corporation by the member who owns the lot on which the work is proposed to be carried out; and
 - (ii) the Owners Corporation gives its prior written approval of the work; and
 - (iii) the work is carried out in accordance with such reasonable directions as the Owners Corporation may give; and
 - (iv) the work is carried out by the contractor approved in writing by the Owners Corporation; and

- (v) the member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works; and
 - (vi) the work complies with all laws; and
 - (vii) the work does not detract or interfere with in any way the external appearance of the building nor interfere with the business of any occupiers of the building or rights granted to those occupiers;
- (c) make any alteration or addition to any part of the common property or to attach anything to any part of it;
 - (d) make any alteration to a member's lot which may cause or result in any damage or deterioration to the building or any other lot or the common property or which may otherwise adversely affect the use and enjoyment of the building or other lots and the common property by other members or occupiers;

2.7 Security

- (a) copy or reproduce any security keys;
- (b) do anything which may adversely affect the security protection of the building or any lot or common property including allowing a person not being a member's or occupier's visitor or person authorised by the Owners Corporation to enter common property;
- (c) 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.

2.8 Miscellaneous

- (a) do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;
- (b) hold or allow to be held in any lot or on any part of the common property any sale or auction;
- (c) use or permit any lift in the building to be used to carry goods or furniture unless:
 - (i) reasonable prior notice of intention to do so has been given to the Owners Corporation and the Building Manager; and
 - (ii) the lift is fitted with proper protective covers when being so used;
- (d) permit any trades people or work people to be on a lot or the common property before 9.00am or after 5.00pm on any day;
- (e) place or leave any item on the common property so as to obstruct the common property or an entrance to a member's lot;
- (f) store any materials or goods on the common property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- (g) contravene any requirement or any authority having jurisdiction over the Building and/or the member's lot;
- (h) bring in to or leave in the building any bicycle or similar machine without the consent of the Owners Corporation which consent shall not be unreasonably withheld;
- (i) smoke in any part of the common property without limitation in lifts, passageways, foyers and stairs on the common property;
- (j) install in any lot a safe or other item of greater mass than 100kg when full or generating a floor loading greater than 150 kg square metre when full, without the consent of the Owners Corporation.

3. Positive Obligations

A member must and must ensure that the member's families and visitors and occupiers of a member's lot will:

3.1 Accidents and Defects

- (a) promptly notify the Owners Corporation and the building manager in writing of any accident occurring in the building or on the lots or common property or any defect in or damage to the building, lots or common property of which they become aware;
- (b) promptly notify the Owners Corporation and the building manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware.

3.2 Cleanliness

- (a) keep the member's lot clean and in good repair and condition;
- (b) take all reasonable steps to prevent infestation of the member's lot by vermin and insects;
- (c) place its garbage or refuse receptacle for collection by the relevant local authority in each member's designated place;

3.3 Pets and Animals

- (a) immediately remove any pet or animal from his or her lot if requested to do so by a written notice given by the Owners Corporation; and
- (b) take all reasonable steps to prevent any animal in his or her control from urinating or defecating in a common area.

3.4 Taps

Turn off all taps after use.

3.5 Directions by Owners Corporation

Obey all reasonable directions given by the Owners Corporation and the building manager in relation to the common property including, without limitation, for:

- (a) the carriage of goods or furniture in lifts;
- (b) the use of services; and
- (c) no smoking policies.

3.6 Security

- (a) secure the member's lot when it is unoccupied and comply with the Owners Corporation's and the building manager's reasonable directions about the building's security;
- (b) at the member's cost replace any security key which is issued to the member by the Owners Corporation or the building manager which is lost or damaged;
- (c) promptly notify the building manager if a security key is issued to it is lost or destroyed; and
- (d) upon request account for all security keys issued to the member by the Owners Corporation or the building manager.

3.7 Windows

Replace all broken windows on balconies or terraces in a member's lot.

3.8 Emergencies

- (a) participate in any emergency drill in the building of which the Owners Corporation or building manager gives reasonable notice;
- (b) evacuate the building immediately and in accordance with the directions of any representative of the Owners Corporation or the building manager when informed of an actual or suspected emergency.

3.9 Co-operation

Work with the Owners Corporation and the building manager to promote and ensure the proper and orderly working and operation of the building, common facilities, common property and the services contained therein.

3.10 Compensation to Owners Corporation

Compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by the member or its respective tenants, licensees or invitees.

4. Miscellaneous

4.1 Control of Common Property

The Owners Corporation and the building manager may close, lock or otherwise control the common property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that it considers in its absolute discretion undesirable from entering the common property.

4.2 Address of Members

Each member must advise the Owners Corporation of the private address and telephone number of the member or if the member is a company, the registered office of the company. Each member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

4.3 Member's Mail

A member must and must ensure that the occupier of a member's lot regularly clears the mail box for that member's lot. If the mail box is located on common property and is not regularly cleared a member must allow and must cause the occupier of that member's lot to allow the Owners Corporation or the Building Manager to clear the mail box.

4.4 Lease of Lot

A member who does not occupy its lot must:

- (a) provide to the Owners Corporation the name of the tenant occupying its lot prior to the commencement of the tenancy;
- (b) incorporate these rules in any lease, licence or other occupancy agreement granted over a lot;
- (c) provide a copy of these rules to the tenant occupying its lot.

4.5 Air Conditioning System

Each member is responsible for the costs of maintaining, repairing and replacing the air conditioning system within that member's lot.

4.6 Access to Cleaning Apparatus

- (a) A member must ensure that an occupier of its lot will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the building manager and their employees, agents and contractors access through its lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the building.
- (b) The Owners Corporation, the building manager and their employees, agents and

contractors in carrying out the cleaning and maintenance of the outside of the building may:

- (i) enter the member's lot (including any balcony); and
 - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the outside of the building onto the lot or the balcony;
 - (iii) enter the cleaning apparatus from the window or the balcony of the lot for the purposes of cleaning and maintaining the outside of the building; and
 - (iv) enter the cleaning apparatus from the window or the balcony of the lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus.
- (c) A lot owner must not interfere in any way with the cleaning apparatus.
- (d) The Owners Corporation and the building manager will ensure that as little inconvenience as possible to the lot owner and any occupant of the lot.
- 4.7 (a) That an owner may not put up a sign for sale or lease without approval from the owners corporation manager. An owner must seek and hold written approval before erecting a sign. If approval is not sought from the manager a sign may be taken down immediately at the owners cost.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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