CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 33/44 EUCALYPTUS DRIVE MAIDSTONE VIC 3012

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:
* Particulars of sale; and
* Special conditions, if any; and
* General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER …… on ……/…..... /20…...

Print name of person signing: …….

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

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

SIGNED BY THE VENDOR…….…… on ……/…..... /20……

Print name of person signing WEI MING HIOE

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

VENDOR WEI MING HIOE

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13) The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11244/362	616846G	33

PROPERTY ADDRESS The address of the land is:

33/44 EUCALYPTUS DRIVE MAIDSTONE VIC 3012

GOODS SOLD WITH THE LAND (general condition 6.3(f)) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

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)

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

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

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

SETTLEMENT (general condition 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; or
- 14 days 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 words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending…….with…….option to renew, each of…… years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20)

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

Lender:

Loan amount:

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

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

6.1 The warranties in general conditions 6.2 and 6.3 replace the purchaser's right to make requisitions and inquiries.
6.2 The vendor warrants that the vendor:
(a) has, or by the due date for settlement will have, the right to sell the land; and
(b) is under no legal disability; and
(c) is in possession of the land, either personally or through a tenant; and
(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
6.3 The vendor further warrants that the vendor has no knowledge of any of the following:
(a) public rights of way over the land;
(b) easements over the land;
(c) lease or other possessory agreement affecting the land;
(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
6.4 The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
6.5 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.
6.6 Words and phrases used in general condition 6.5 which are defined in the Building Act 1993 have the same meaning in general condition 6.5.

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

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

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

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

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

15 DEPOSIT BOND

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

16 BANK GUARANTEE

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

(b) the date that is 45 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

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

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

19 GST

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

20 LOAN

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

21 BUILDING REPORT

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

22 PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25 GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the

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

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

A party who breaches this contract must pay to the other party on demand:
(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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

SECTION 32 STATEMENT

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

Vendor:	WEI MING HIOE
Property:	**33/44 EUCALYPTUS DRIVE MAIDSTONE VIC 3012**

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates.

Their total does not exceed $5000.00 +owner corpoation fee

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

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

- Not Applicable

32B INSURANCE

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

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Is contained in the attached Certificate/s.

32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

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

(c) PLANNING

Planning Scheme: MARIBYRNONG PLANNING SCHEME
Responsible Authority: MARIBYRNONG
Zoning: GRZ General Residential Zone
Planning Overlay/s: SEE ATTACHED REPORTS

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

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

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

NOT APPLICABLE

32F OWNERS CORPORATION

The Land is ~~NOT~~ affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- Not applicable

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

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

(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.

(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

(d) In the case of land that is subject to a subdivision -
(i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
(ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).

(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
(iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

Name of the Vendor

WEI MING HIOE

Signature/s of the Vendor

x 

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 11244 FOLIO 362 Security no : 124091017059S
Produced 07/07/2021 11:51 AM

LAND DESCRIPTION

Lot 33 on Plan of Subdivision 616846G.
PARENT TITLE Volume 11093 Folio 639
Created by instrument PS616846G 08/12/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WEI MING HIOE of 253/83 WHITEMAN STREET SOUTHBANK VIC 3006
AH716999P 10/01/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH717000W 10/01/2011
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG761831J 18/09/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AH673540C 14/12/2010

DIAGRAM LOCATION

SEE PS616846G 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 33 44 EUCALYPTUS DRIVE MAIDSTONE VIC 3012

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS616846G
OWNERS CORPORATION 2 PLAN NO. PS616846G

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 07/07/2021, for Order Number 69078582. Your reference: 18999.

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PLAN OF SUBDIVISION

STAGE No.

LRS USE ONLY **EDITION 4**

PLAN NUMBER **PS616846G**

LOCATION OF LAND

PARISH: CUT PAW PAW

TOWNSHIP: -

SECTION: 20

CROWN ALLOTMENT: 63, 64 & 67 (Parts)

CROWN PORTION: -

TITLE REFERENCE: VOLUME 11093 FOLIO 639

LAST PLAN REFERENCE: LOT 7 ON PS604208J

POSTAL ADDRESS: EUCALYPTUS DRIVE
(At time of subdivision) MAIDSTONE VIC 3012

MGA94 Co-ordinates (of approx centre of land in plan) E 312 670 N 5816 480 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF MARIBYRNONG REF: TP90/2010

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 under Section 21 of the Subdivision Act 1988.

OPEN SPACE

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

Council Delegate
~~Council Seal~~
Date 19 / 11 / 2010

APPLIES TO MASTER PLAN (STAGE 1) ONLY

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.

DISTANCES SHOWN THUS 4.90" ARE TO THE FACES OF WALLS

ALL COLUMNS, PILLARS, INTERNAL SERVICE DUCTS, PIPE SHAFTS ETC ARE DEEMED TO BE PART OF COMMON PROPERTY No. 2 & 4. THE POSITIONS OF SAID COLUMNS, PILLARS, SERVICE DUCTS AND PIPE SHAFTS ARE NOT NECESSARILY SHOWN ON THE DIAGRAMS HEREIN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. (See owners corporation search)
SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY APPLY TO BOUNDARIES DEFINED BY BUILDINGS OF LOTS 230 TO 236 INCLUSIVE IN THIS PLAN
OTHER PURPOSE OF THIS PLAN.
VARIATION OF EASEMENT SHOWN AS E-2 ON PLAN OF SUBDIVISION PS604208J, BEING 1.83 METRES WIDE AND 30.48 METRES LONG, UPON REGISTRATION OF THIS PLAN.
GROUNDS: BY DIRECTION OF PLANNING PERMIT No. TP90/2010
SURVEY. THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. 225, 350 & 556 IN PROCLAIMED SURVEY AREA

DEPTH LIMITATION : NIL

BOUNDARIES SHOWN AS THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. UNLESS SHOWN OTHERWISE, THE LOCATIONS OF BOUNDARIES DEFINED BY BUILDINGS ARE -

MEDIANS OF WALLS & CONCRETE SLABS - BOUNDARIES SHOWN AS "M"

UNFINISHED INTERIOR FACE OF THE LOTS - BOUNDARIES SHOWN AS "INT"

UNFINISHED EXTERIOR FACE OF THE LOTS - ALL OTHER BOUNDARIES

HATCHING WITHIN A PARCEL INDICATES THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED WITHIN THAT PARCEL.

THE UPPER BOUNDARIES OF THOSE LOTS OCCUPYING THE TOP MOST LEVEL OF EACH BUILDING ARE DEFINED BY THE UPPER FACES OF THE PLASTER CEILINGS.

THE LOWER BOUNDARIES OF THE THOSE PARTS OF THE LOTS ON THE GROUND FLOOR LEVEL OCCUPIED BY CONCRETE SLABS ARE DEFINED BY THE SURFACE OF THOSE CONCRETE SLABS.

THICK DASHED LINES REPRESENT PROJECTIONS OF RELEVANT WALLS & SLABS.

EASEMENT INFORMATION

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In favour Of
E-1	DRAINAGE & SEWERAGE	7.62	INST 1450189	M.M.B.W.
E-1	SEWERAGE	7.62	PS604208 J	CITY WEST WATER
E-1	WAY	7.62	PS604208 J	CITY OF MARIBYRNONG
E-1	DRAINAGE & FLOODWAY	7.62	PS604208 J	MELBOURNE WATER
E-2	WAY	1.18	PS604208 J	CITY OF MARIBYRNONG
E-2	DRAINAGE & FLOODWAY	1.18	PS604208 J	MELBOURNE WATER
E-3	DRAINAGE & SEWERAGE	1.83	LP11263	LOTS IN LP11263
E-3	SEWERAGE	1.83	THIS PLAN	CITY WEST WATER
E-4	SEWERAGE	0.67	THIS PLAN	CITY WEST WATER
E-5	ELECTRIC SUB STATION	SEE DIAG	THIS PLAN	JEMENA ELECTRICITY NETWORK (VIC) LTD
E-6	WAY	SEE DIAG	THIS PLAN	CITY OF MARIBYRNONG
E-7	WAY & DRAINAGE	SEE DIAG	THIS PLAN	CITY OF MARIBYRNONG
E-8	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOTS

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 22/11/2010

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 25 SHEETS

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

SIGNATURE Stephen McCarthy DATE 8/11/10

REF 05117_78-stg1 VERSION 9

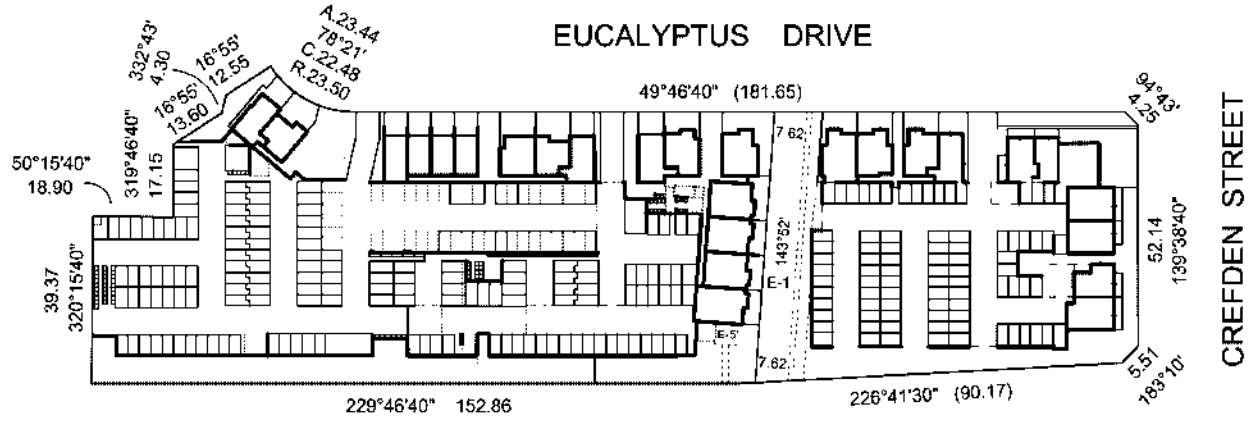
DATE 19 / 11 / 2010

COUNCIL DELEGATE SIGNATURE

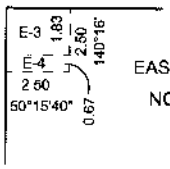
ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 07/07/2021 11:52 Page 2 of 26

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G

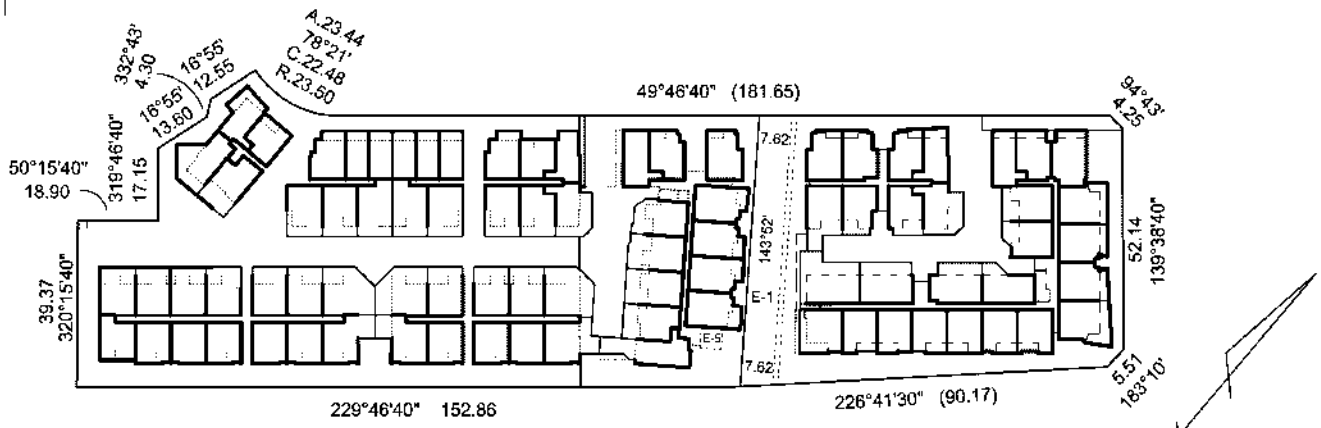


HAMPSTEAD ROAD

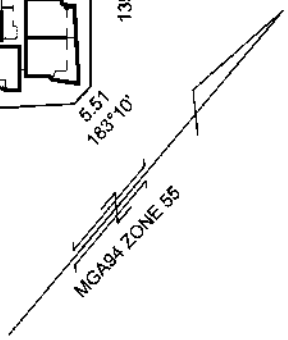


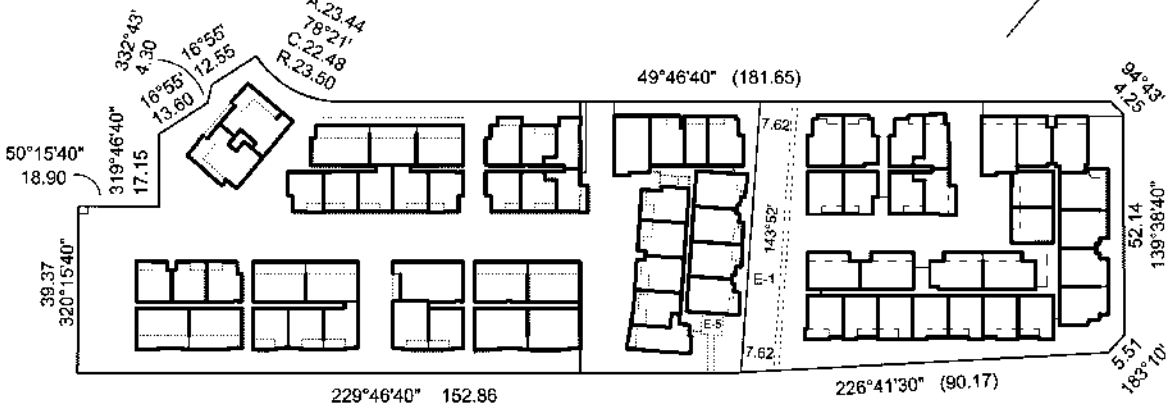
EASEMENT DETAILS
NOT TO SCALE

GROUND LEVEL - SEE SHEETS 3 TO 10



FIRST LEVEL - SEE SHEETS 11 to 14





SUBSEQUENT LEVELS - SEE SHEETS 15 TO 20

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL			
SCALE	SHEET SIZE	LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 2
1:1250	A3	SIGNATURE..... DATE / /	.....
		REF 05117_78-stg1 VERSION 9	DATE / /
			COUNCIL DELEGATE SIGNATURE

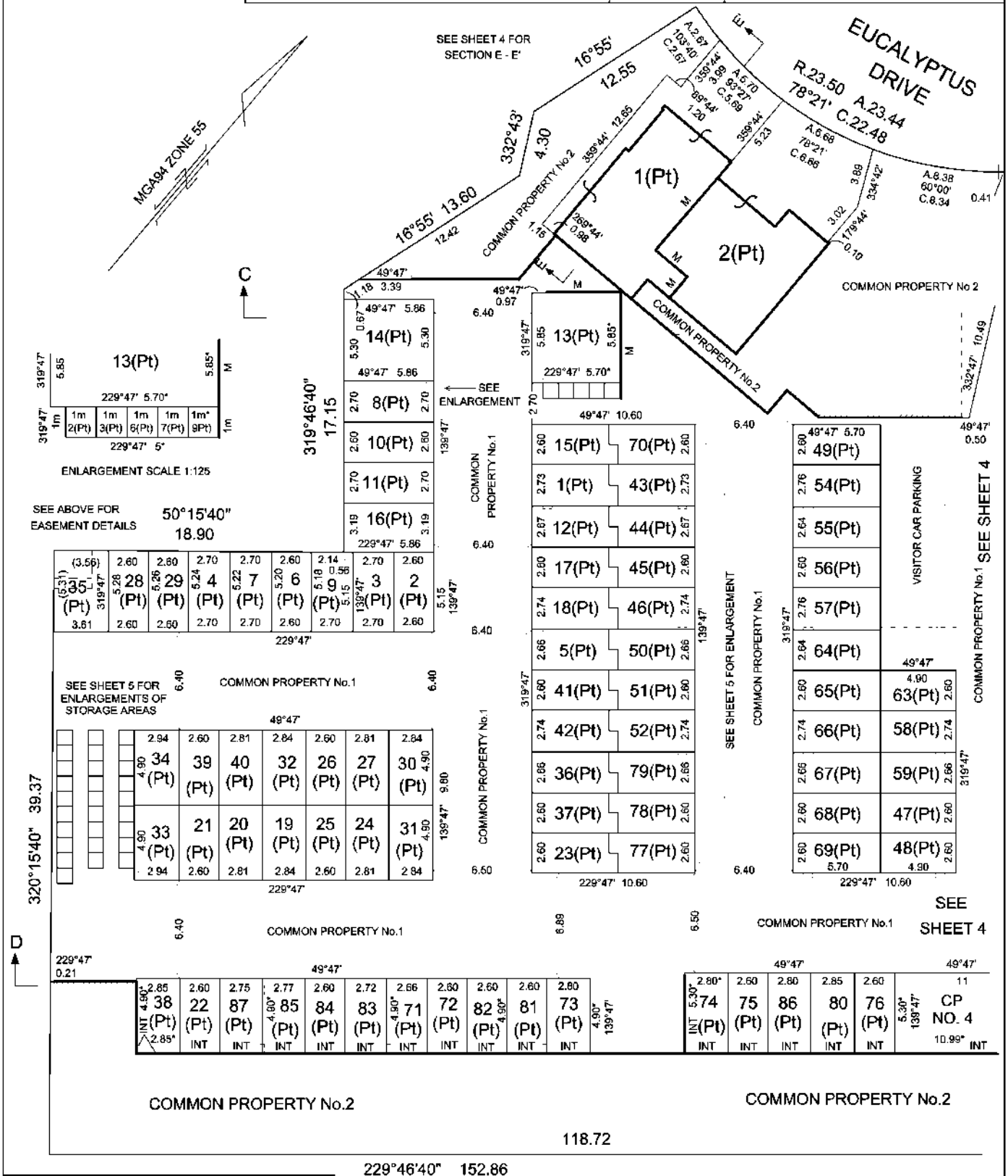
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 07/07/2021 11:52 Page 3 of 26

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

HAMPSTEAD ROAD

DIAGRAM 1 - GROUND LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

SIGNATURE..... DATE / /

REF 05117_78-stg1 VERSION 9

SHEET 3

DATE / /

COUNCIL DELEGATE SIGNATURE

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

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PLAN OF SUBDIVISION

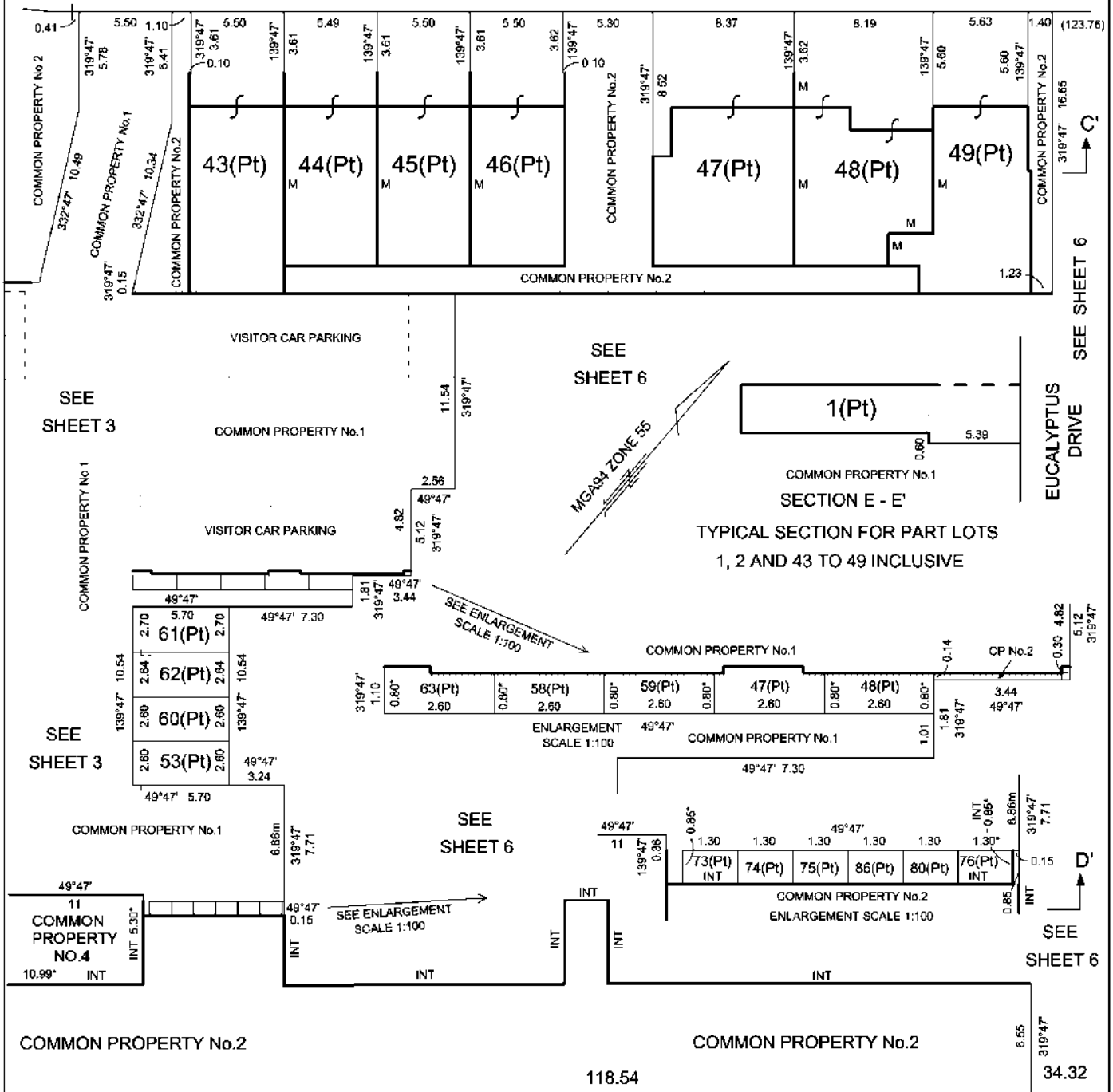
STAGE No.

PLAN NUMBER
PS 616846 G

A.23.44
78°21'
C.22.48
R.23.50

EUCALYPTUS DRIVE

49°46'40" (181.65)



HAMPSTEAD ROAD

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 1 - GROUND LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

SIGNATURE..... DATE / /

REF 05117_78-stg1 VERSION 9

SHEET 4

DATE / /

COUNCIL DELEGATE SIGNATURE

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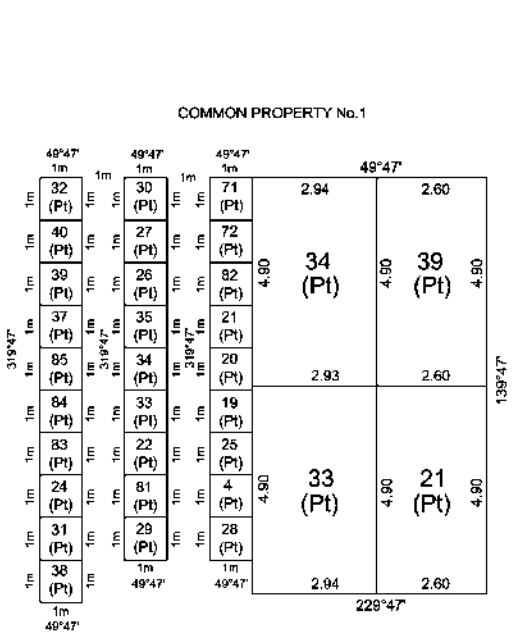
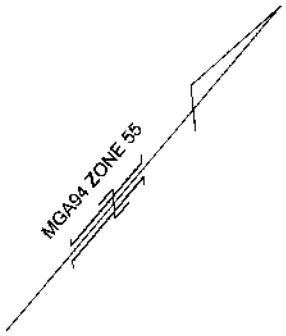
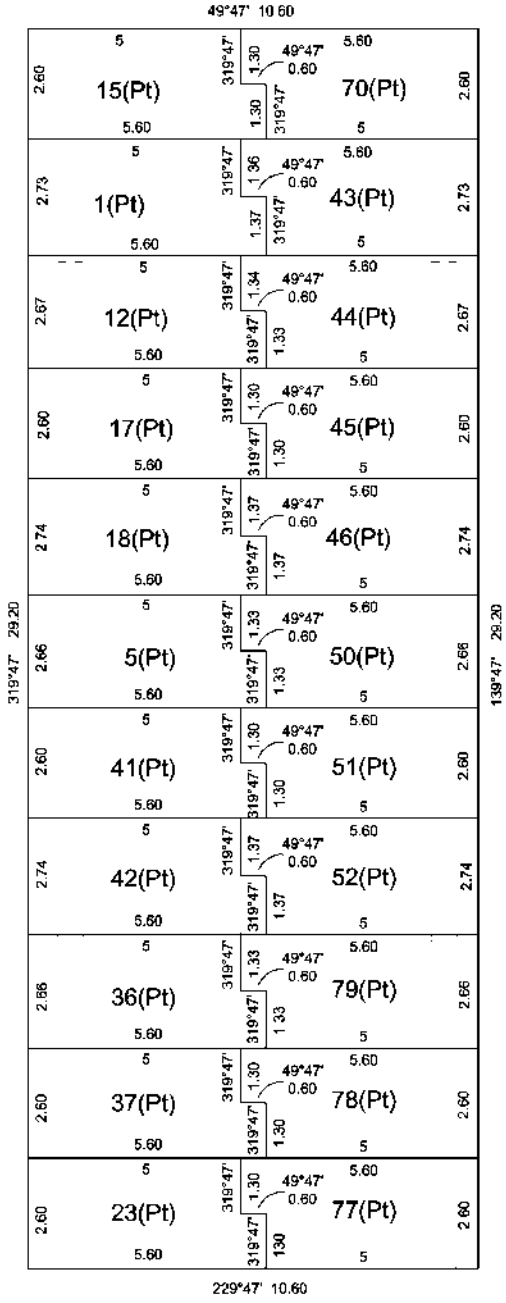
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G



SEE SHEET 3





SEE SHEET 3

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

1.25 0 1.25 2.5 3.75 6
LENGTHS ARE IN METRES

ORIGINAL			
SCALE	SHEET SIZE	LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 5
1:125	A3	SIGNATURE..... DATE / /	.....
		REF 05117_78-stg1 VERSION 9	DATE / /
			COUNCIL DELEGATE SIGNATURE

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

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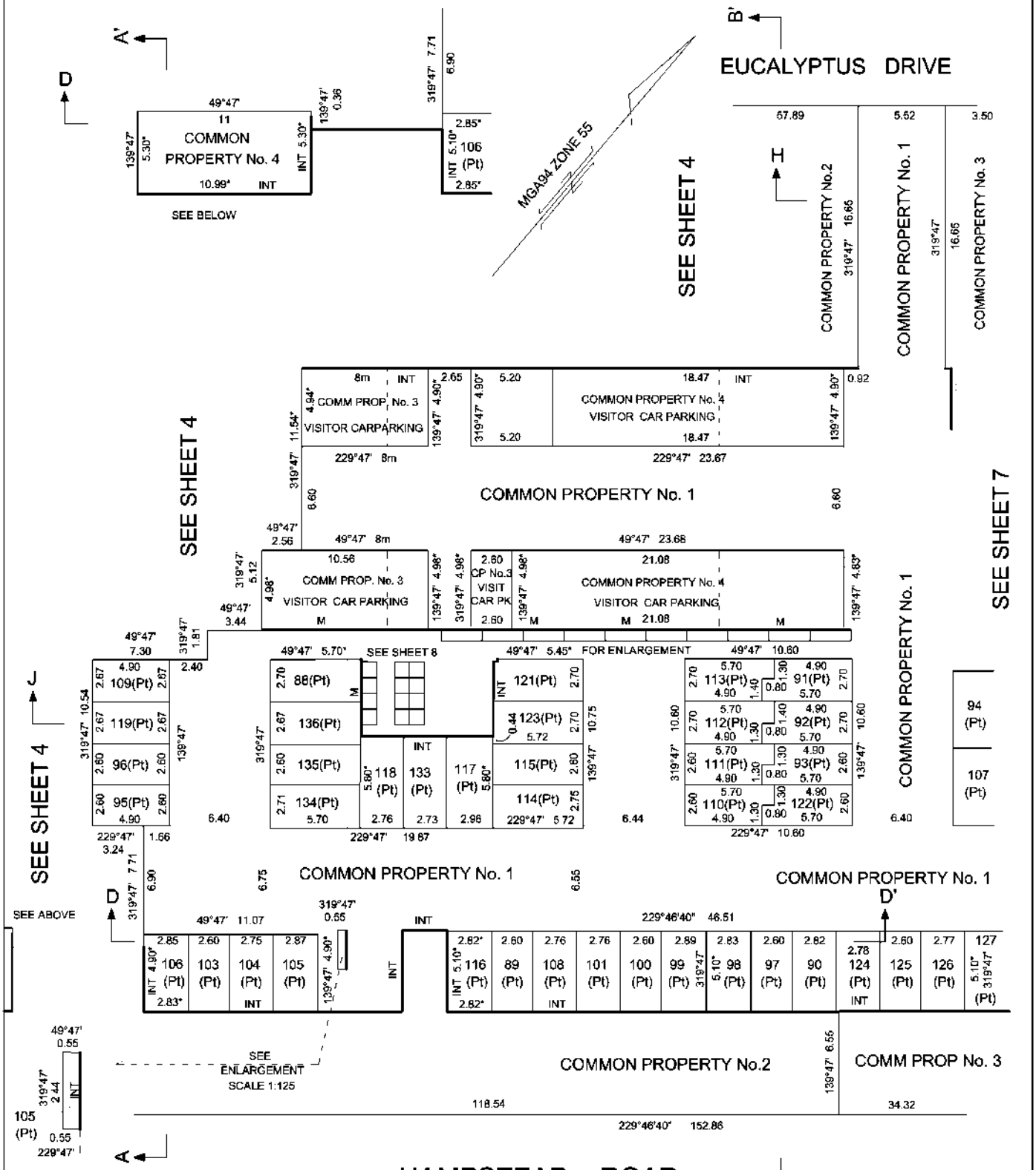
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 1 - GROUND LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg2 VERSION 8

SHEET 6

DATE / /

COUNCIL DELEGATE SIGNATURE

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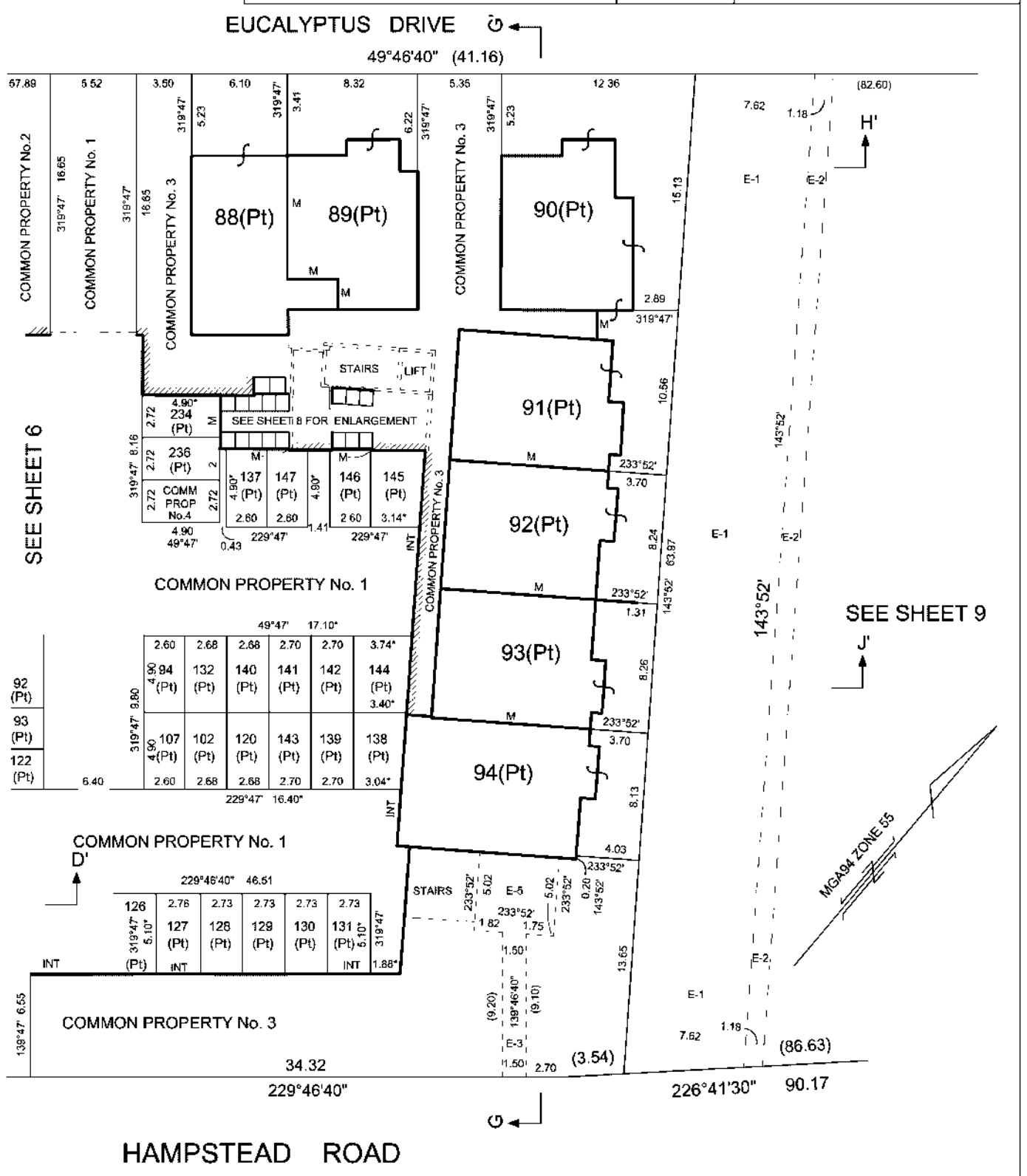
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 1 - GROUND LEVEL

	ORIGINAL			SHEET 7
2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	SCALE 1:250	SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY DIGITALLY SIGNED REF 05117_78-stg2 VERSION 8	DATE / / COUNCIL DELEGATE SIGNATURE

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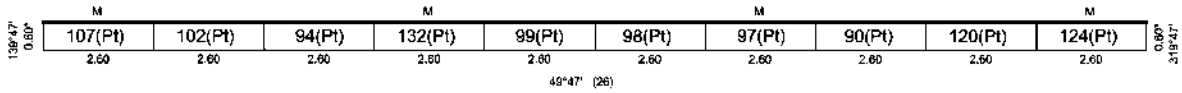
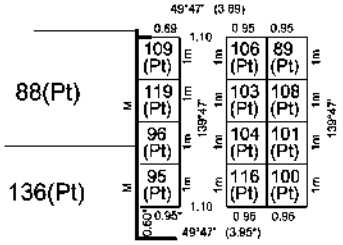
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 616846 G



REFER TO DIAGRAM 1 - SHEET 6



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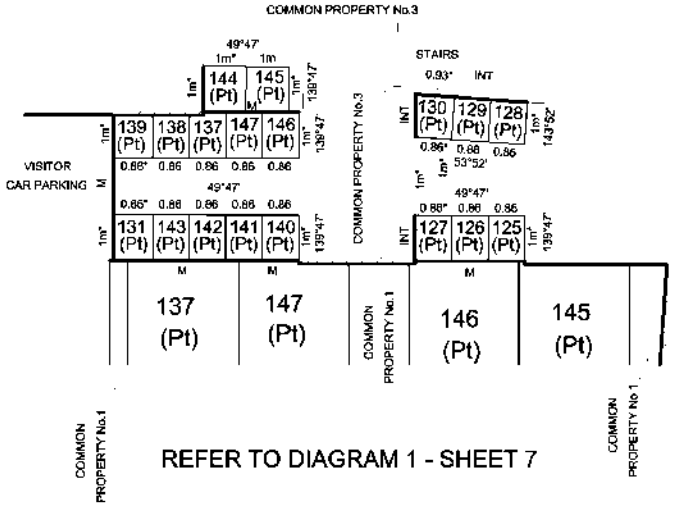

REFER TO DIAGRAM 1 - SHEET 7

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

1.25 0 1.25 2.5 3.75 5
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:125	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg2 VERSION 8

SHEET 8

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G

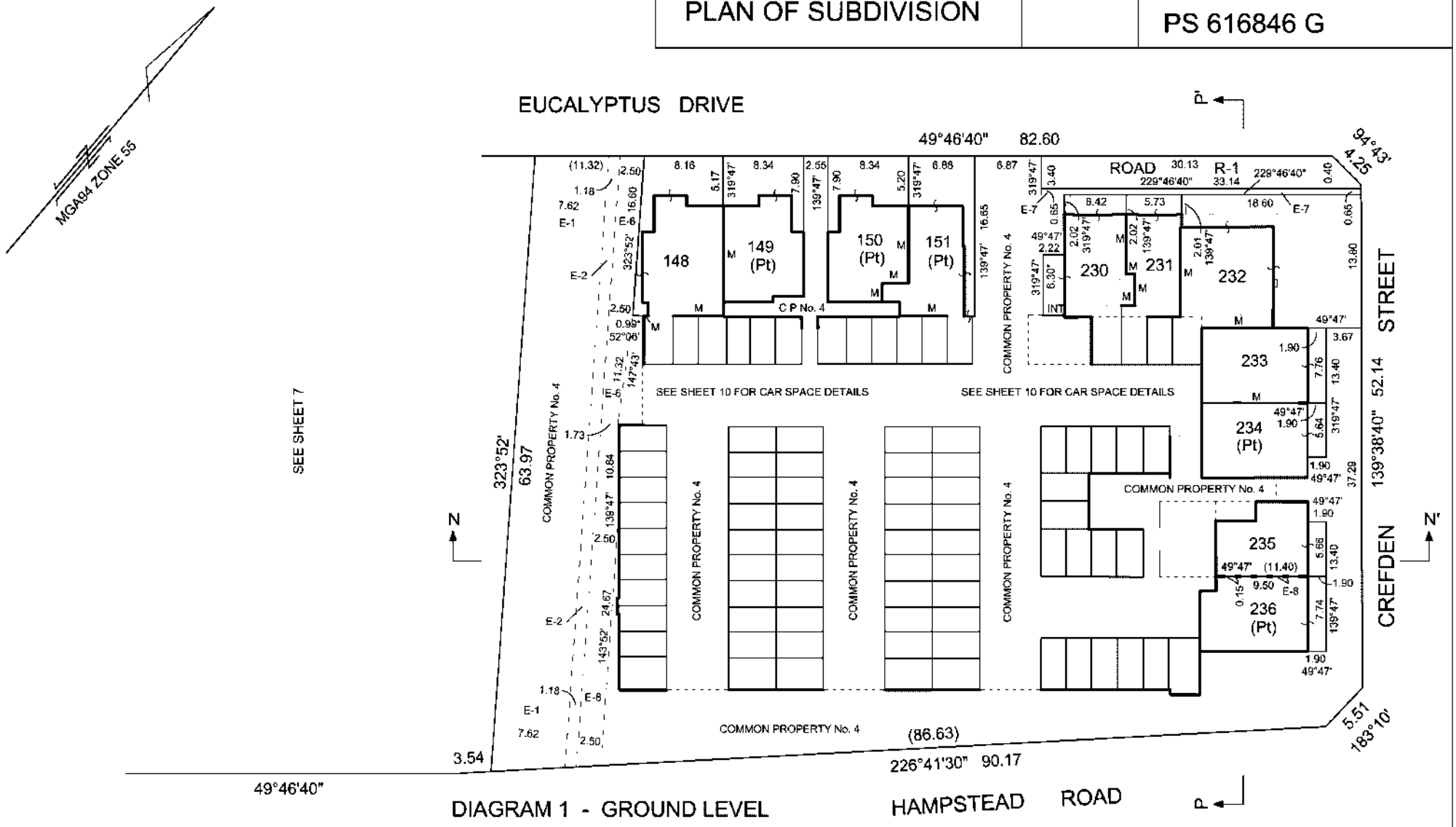

DIAGRAM 1 - GROUND LEVEL

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:400 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY DIGITALLY SIGNED REF 05117_78-stg3 VERSION 4B	SHEET 9 DATE / / COUNCIL DELEGATE SIGNATURE

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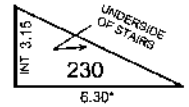
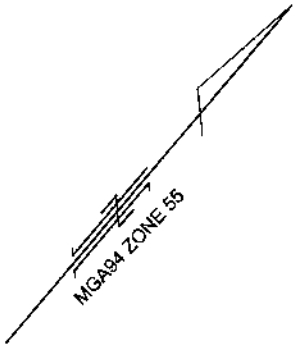
PLAN OF SUBDIVISION

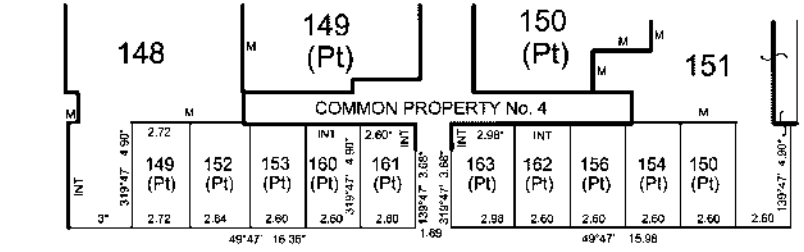
STAGE No.	PLAN NUMBER
	PS 616846 G

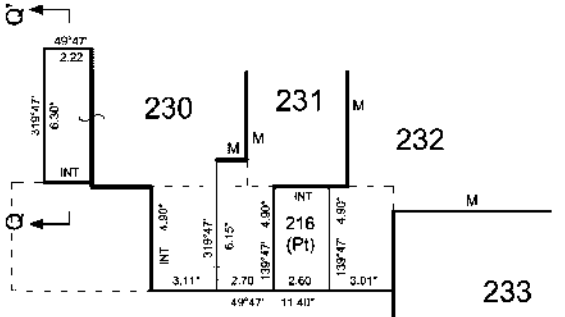


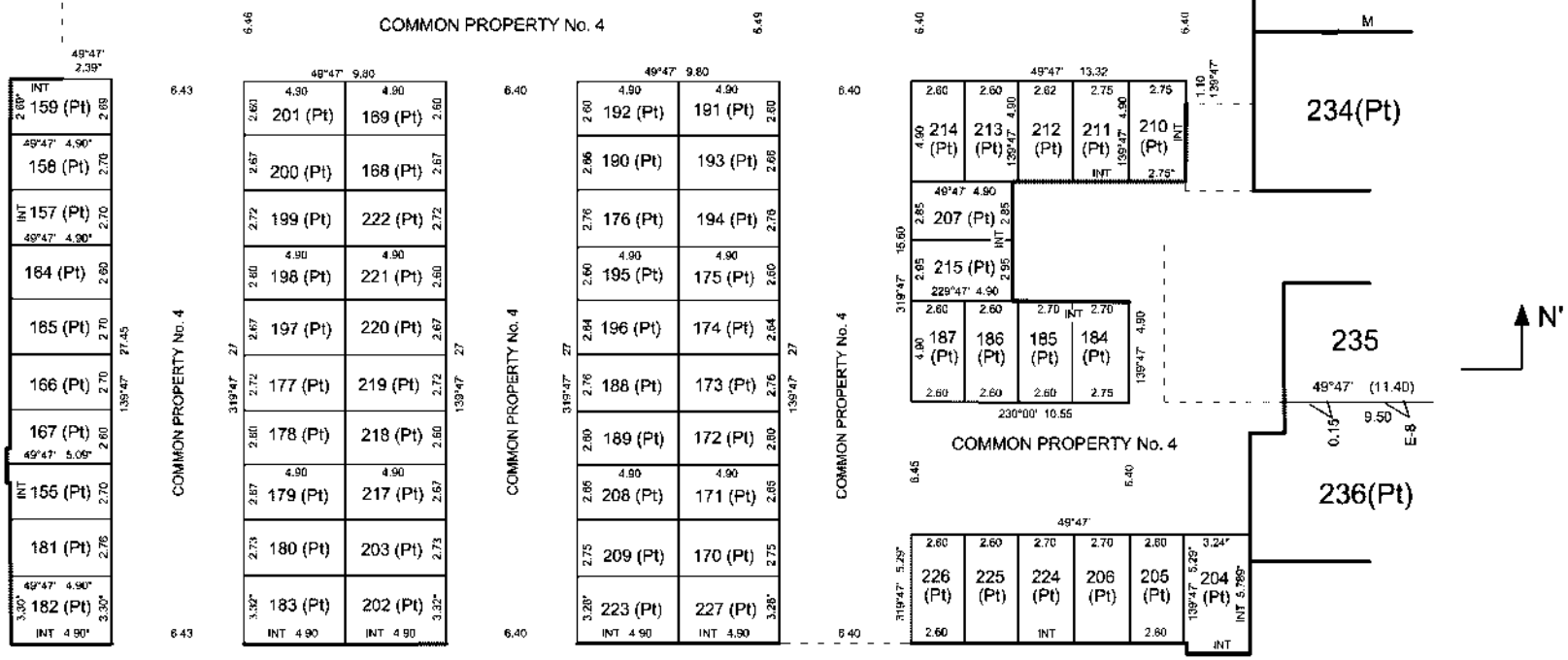
NOT TO SCALE

SECTION Q - Q'









N

N'

DIAGRAM 1

GROUND LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg3 VERSION 4B

SHEET 10

DATE / /

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G

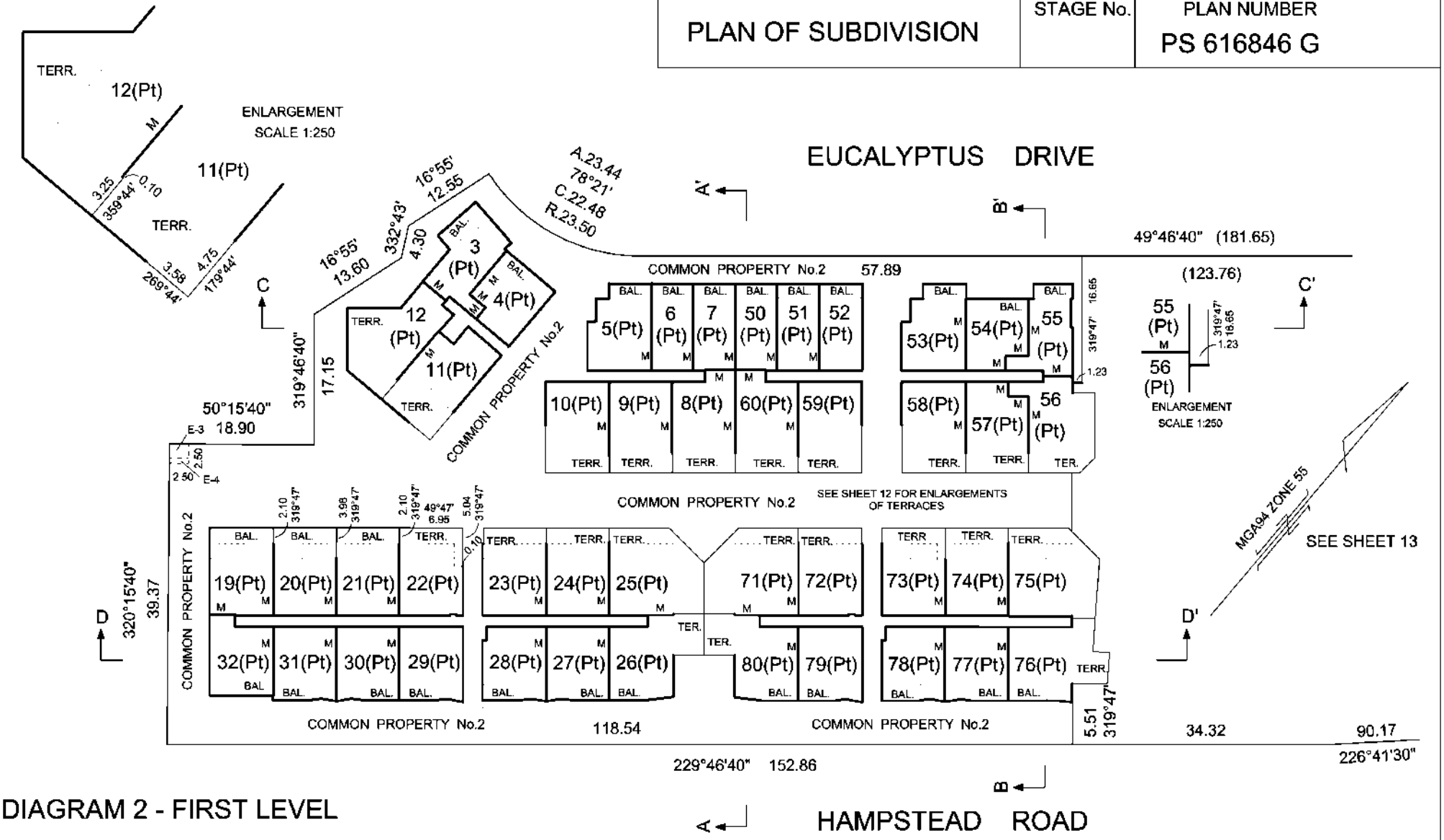

DIAGRAM 2 - FIRST LEVEL

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:500 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY SIGNATURE..... DATE / / REF 05117_78-stg1 VERSION 9	SHEET 11 DATE / / COUNCIL DELEGATE SIGNATURE

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

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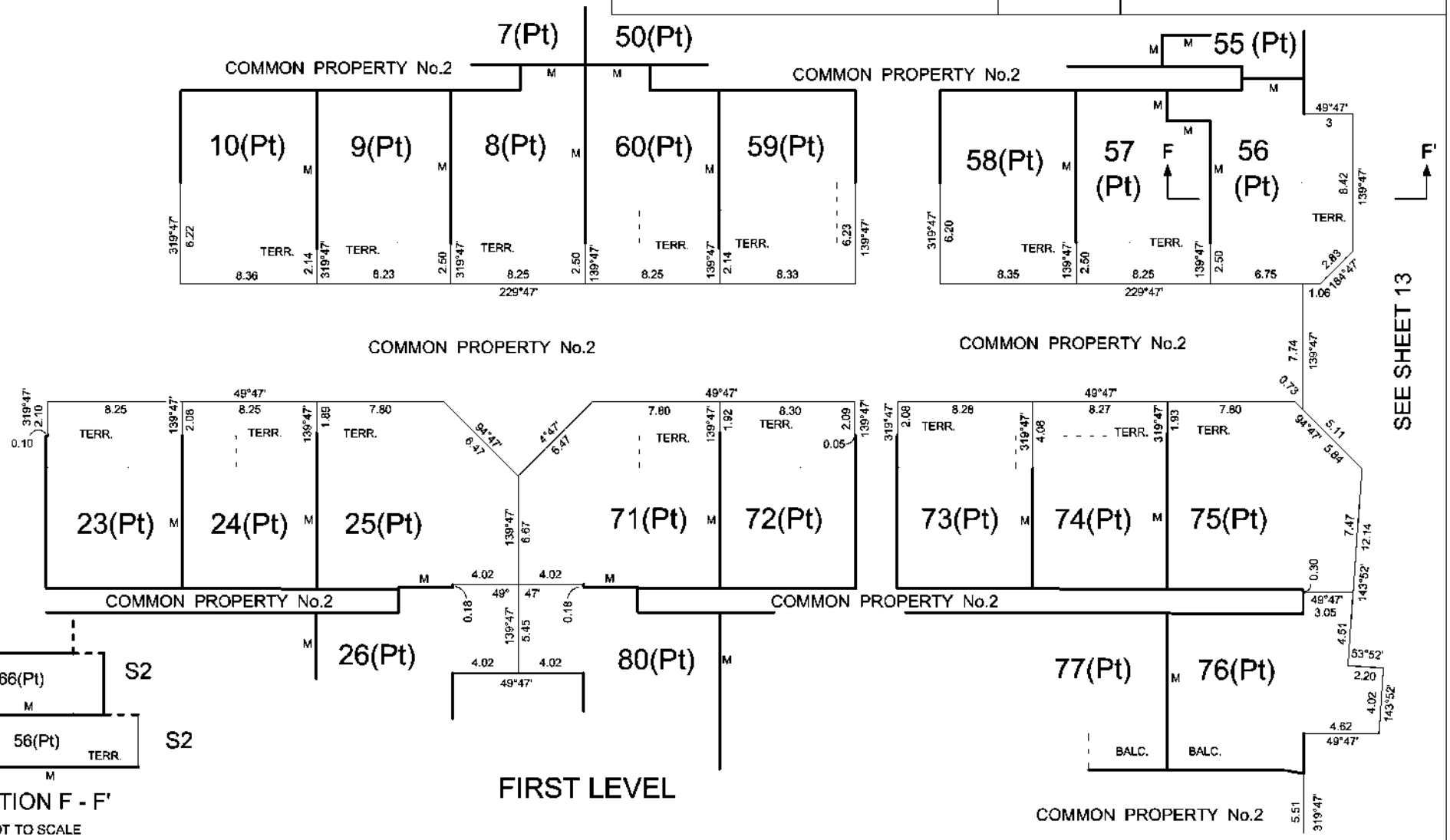
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

SIGNATURE..... DATE / /

REF 05117_78-stg1 VERSION 9

SHEET 12

DATE / /

COUNCIL DELEGATE SIGNATURE

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

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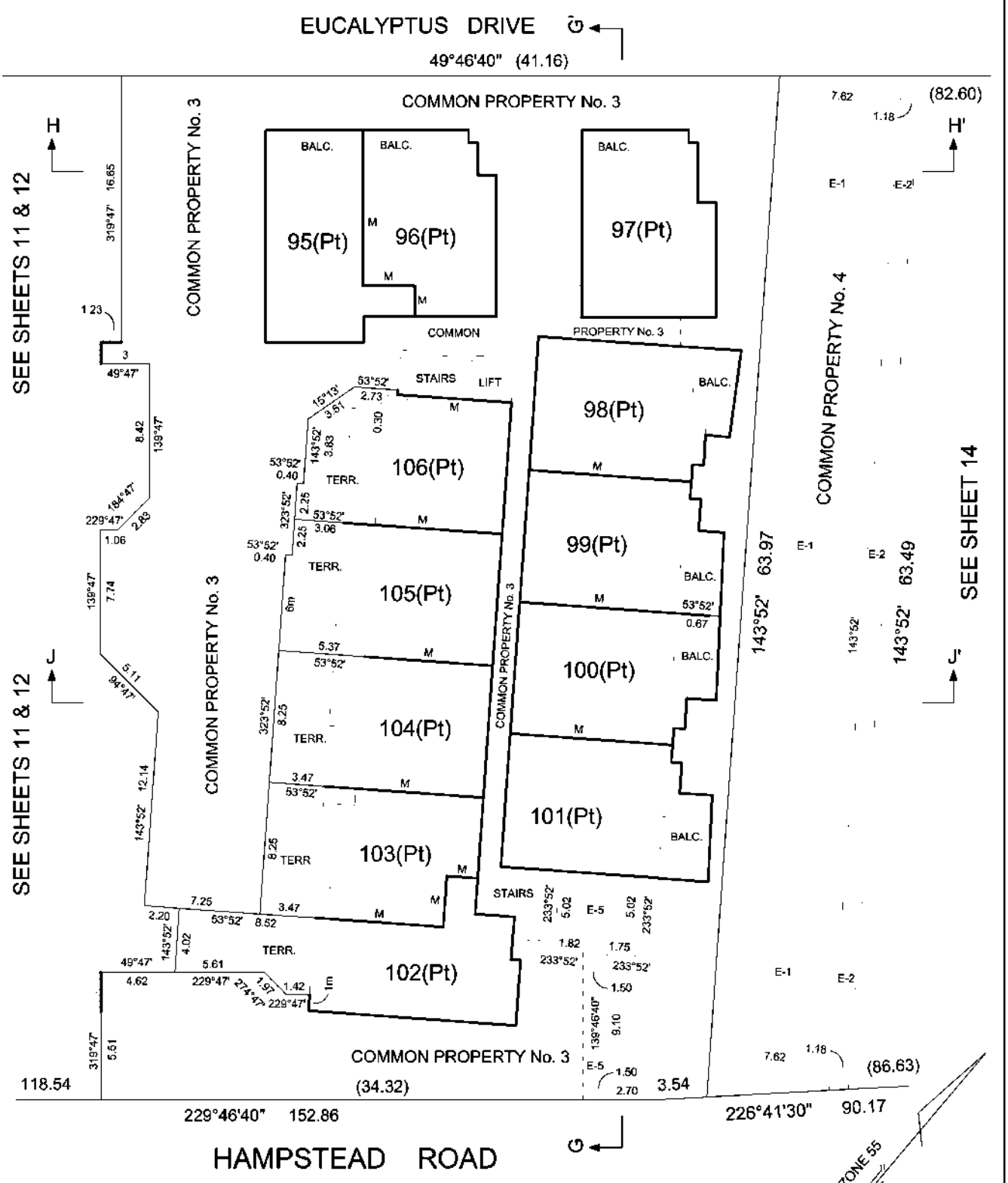
Delivered by LANDATA®, timestamp 07/07/2021 11:52 Page 13 of 26

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 2 - FIRST LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL			
SCALE	SHEET SIZE	LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 13
1:250	A3	DIGITALLY SIGNED	DATE / /
		REF 05117_78-stg2 VERSION 8	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G

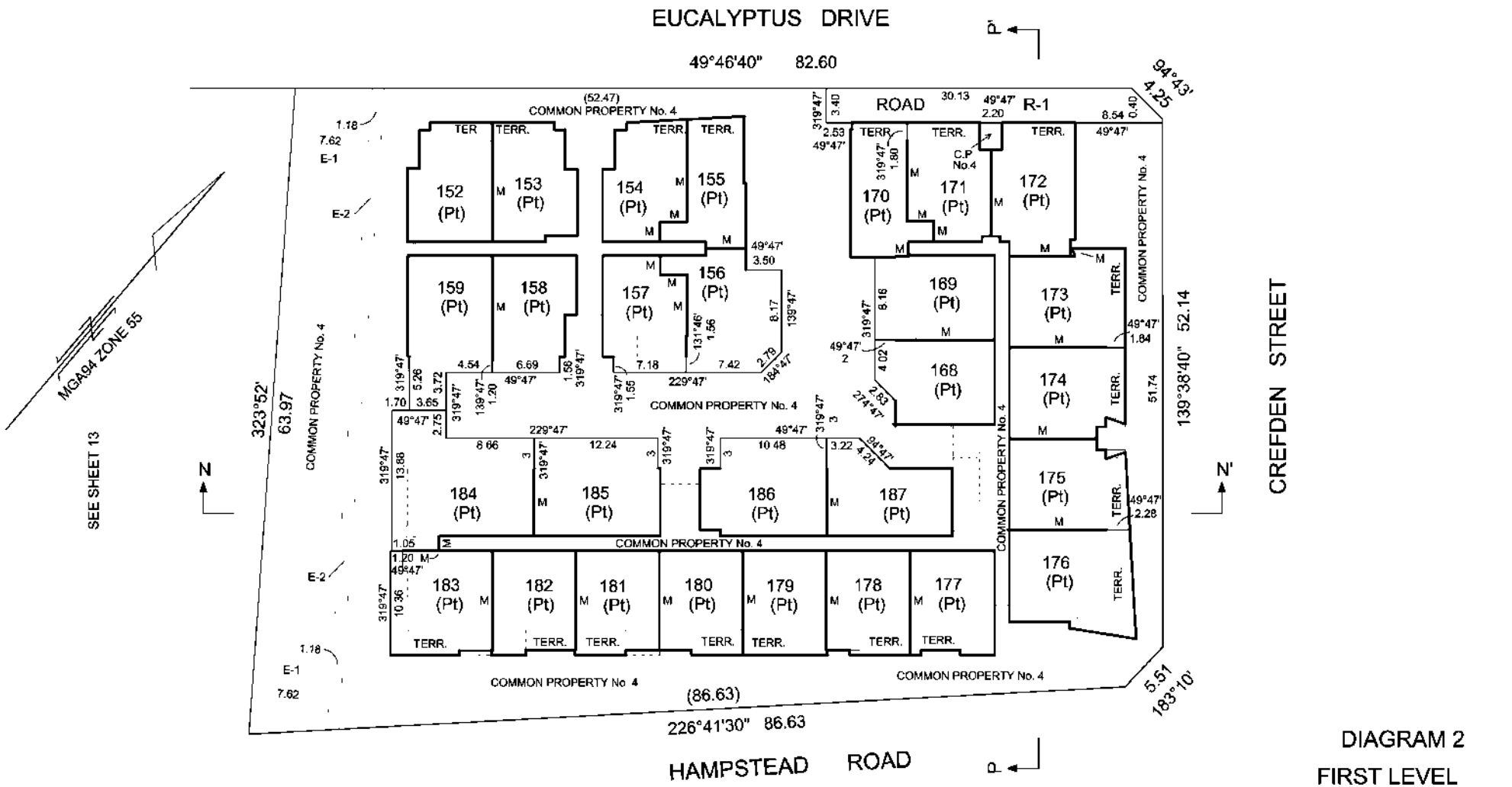


DIAGRAM 2
FIRST LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:400	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg3 VERSION 4B

SHEET 14

DATE / /

COUNCIL DELEGATE SIGNATURE

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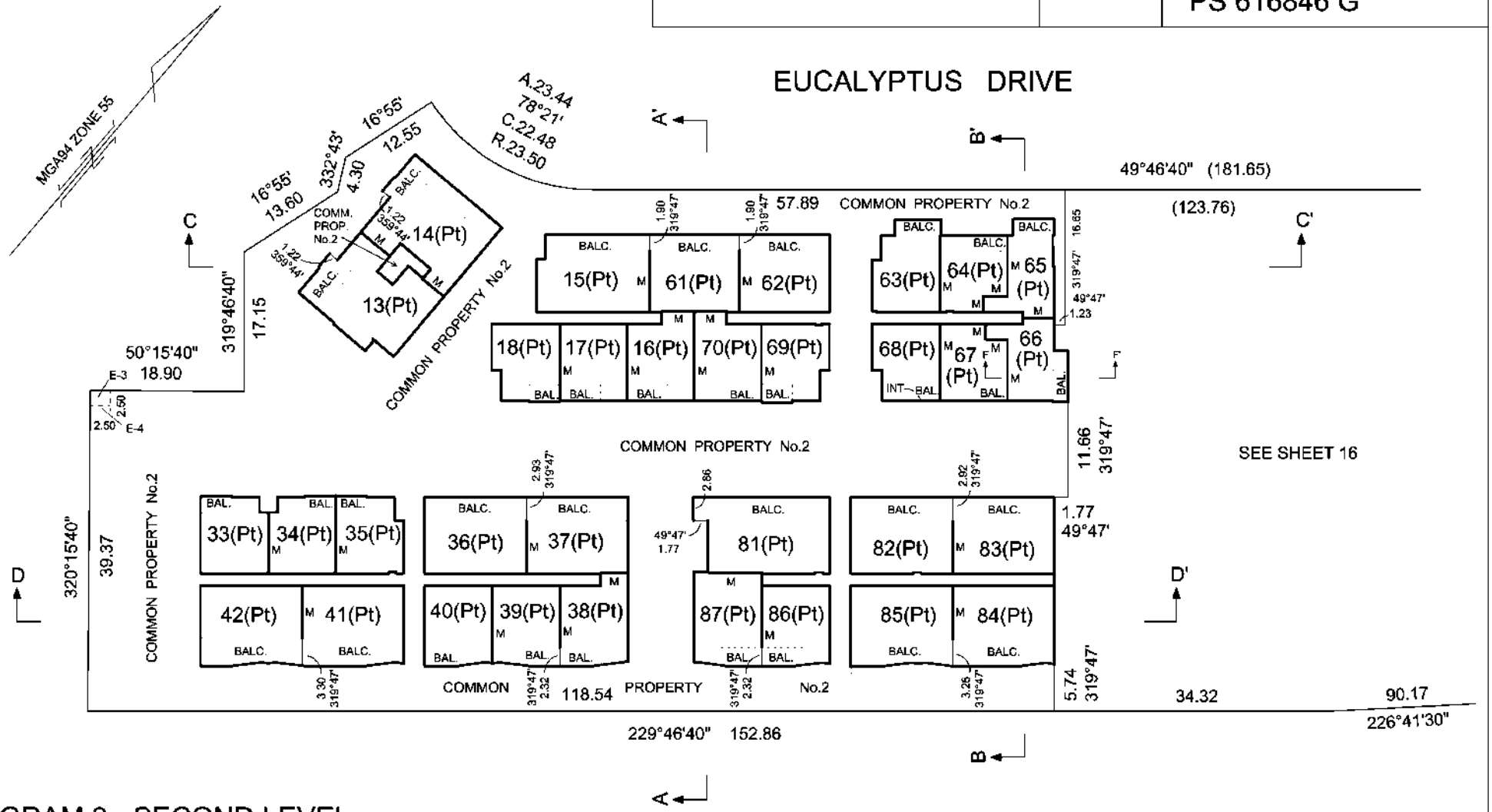
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:500 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY SIGNATURE..... DATE / / REF 05117_78-stg1 VERSION 9	SHEET 15 ..... DATE / / COUNCIL DELEGATE SIGNATURE

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

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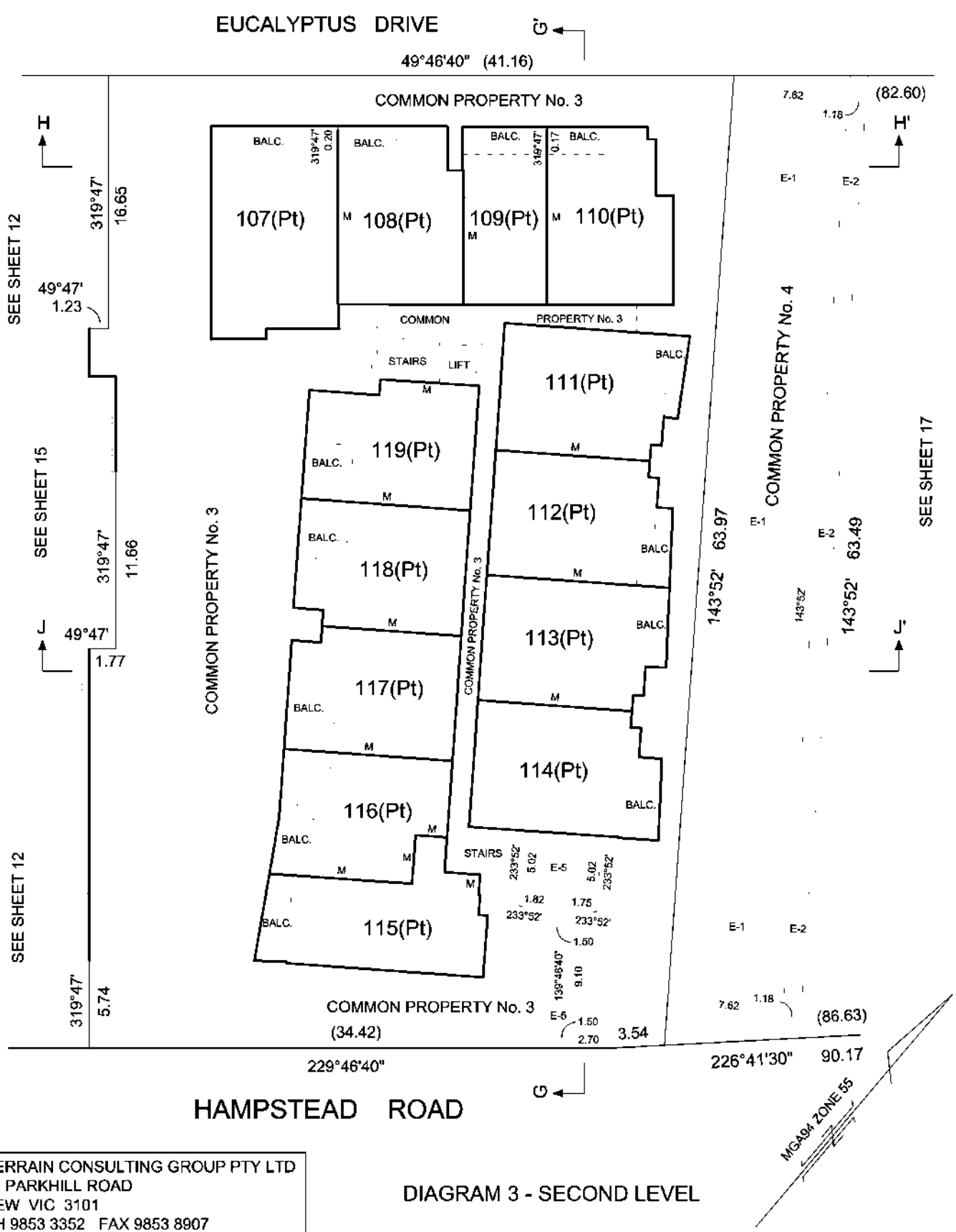
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G



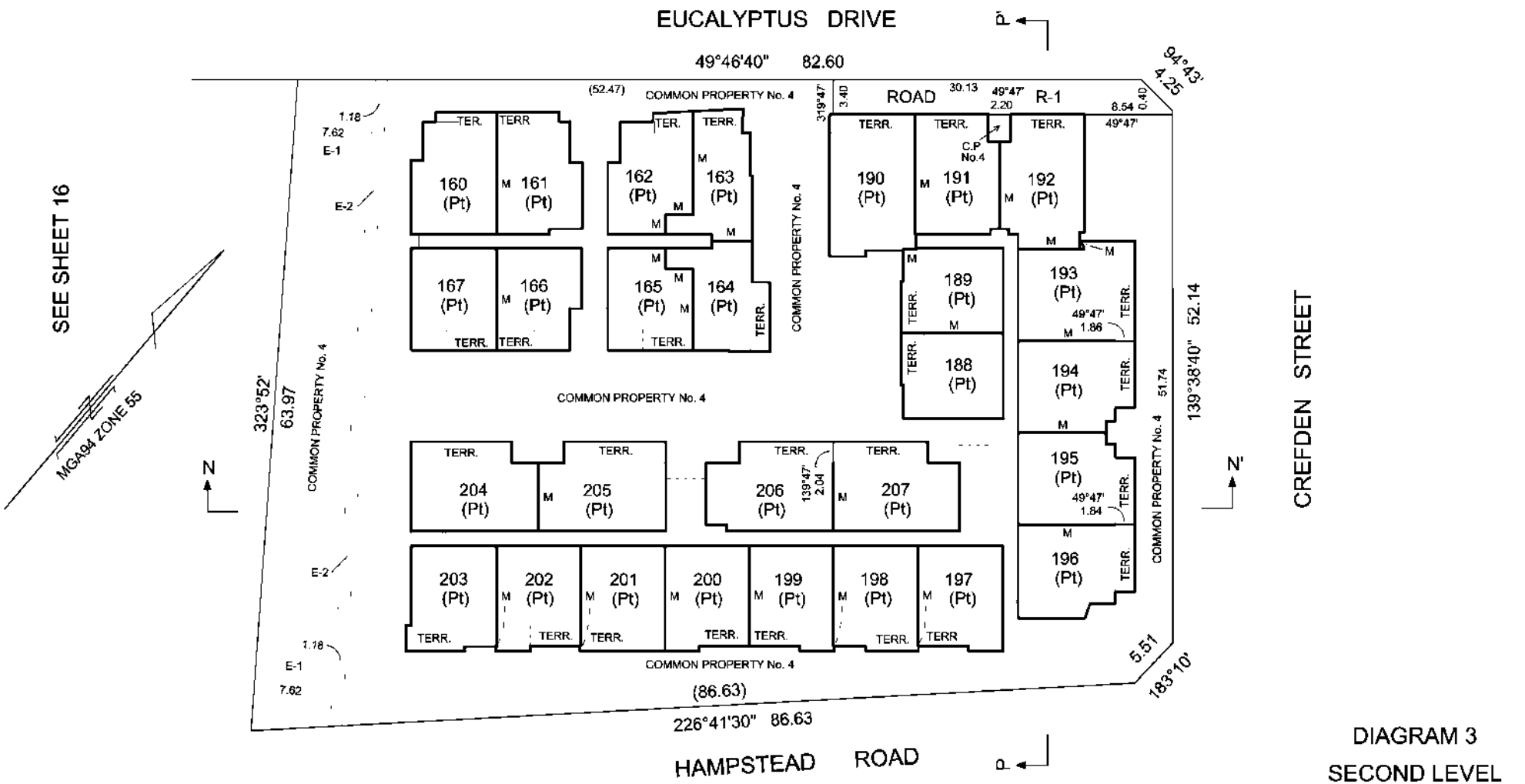
TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 3 - SECOND LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL		LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 16
SCALE 1:250	SHEET SIZE A3	DIGITALLY SIGNED	DATE / /
		REF 05117_78-stg2 VERSION 8	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. 3	PLAN NUMBER PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:400 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY DIGITALLY SIGNED REF 05117_78-stg3 VERSION 4B	SHEET 17 DATE / / COUNCIL DELEGATE SIGNATURE

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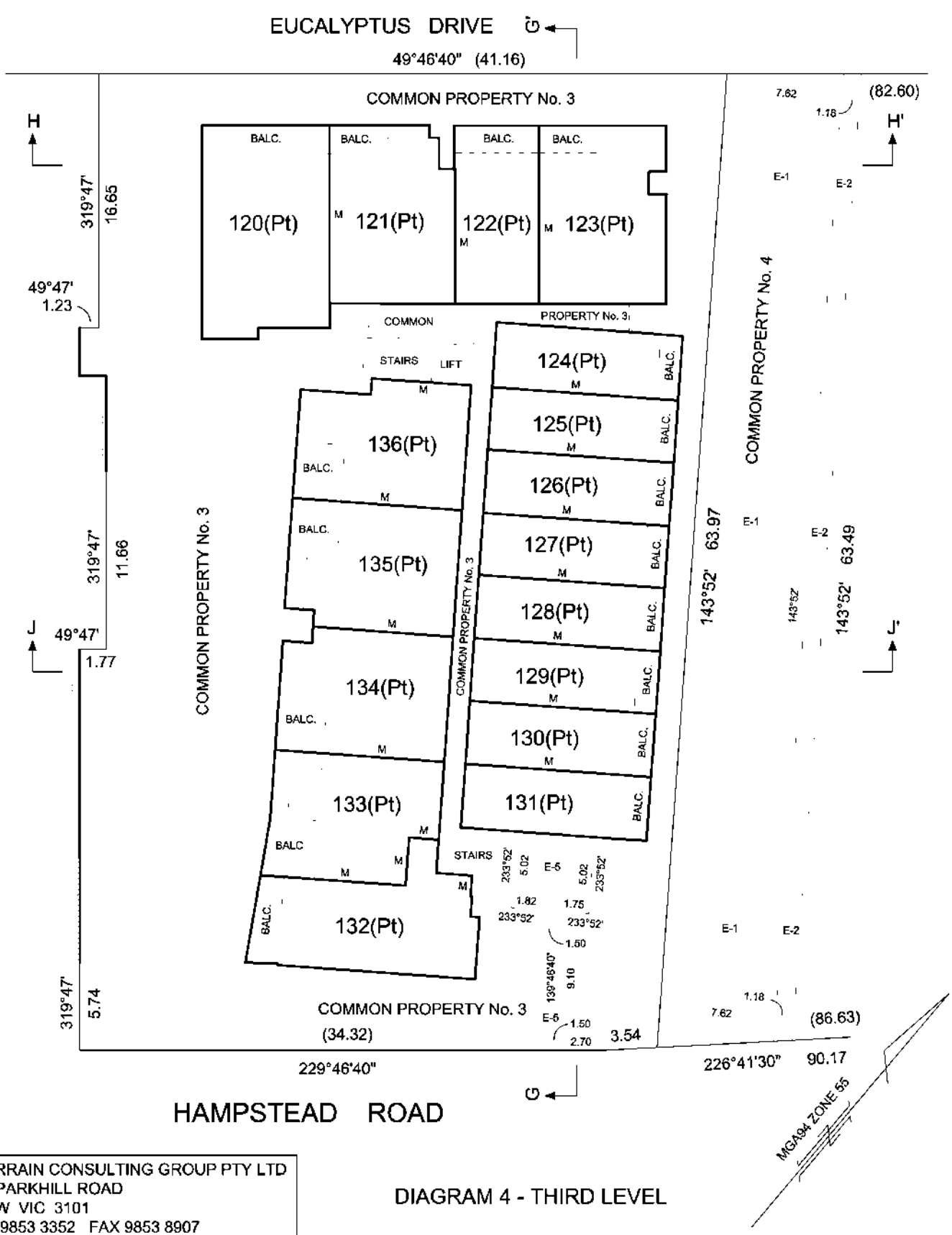
Delivered by LANDATA®, timestamp 07/07/2021 11:52 Page 18 of 26

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 4 - THIRD LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL		LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 18
SCALE 1:250	SHEET SIZE A3	DIGITALLY SIGNED	DATE / /
		REF 05117_78-stg2 VERSION 8	COUNCIL DELEGATE SIGNATURE

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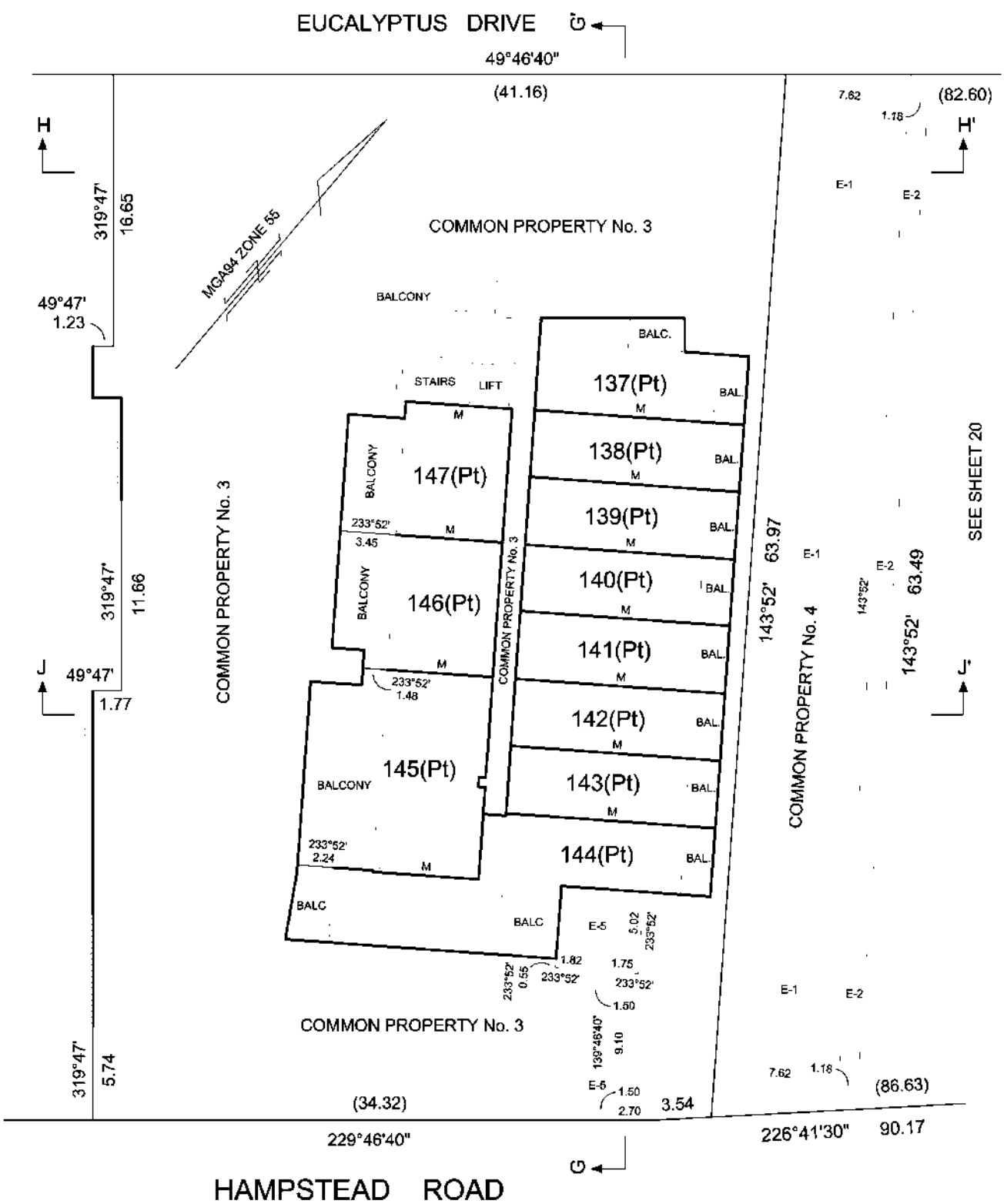
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G



TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

DIAGRAM 5 - TOP MOST LEVEL

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL		LICENSED SURVEYOR STEPHEN JOHN McCARTHY	SHEET 19
SCALE 1:250	SHEET SIZE A3	DIGITALLY SIGNED	DATE / /
		REF 05117_78-stg2 VERSION 8	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G

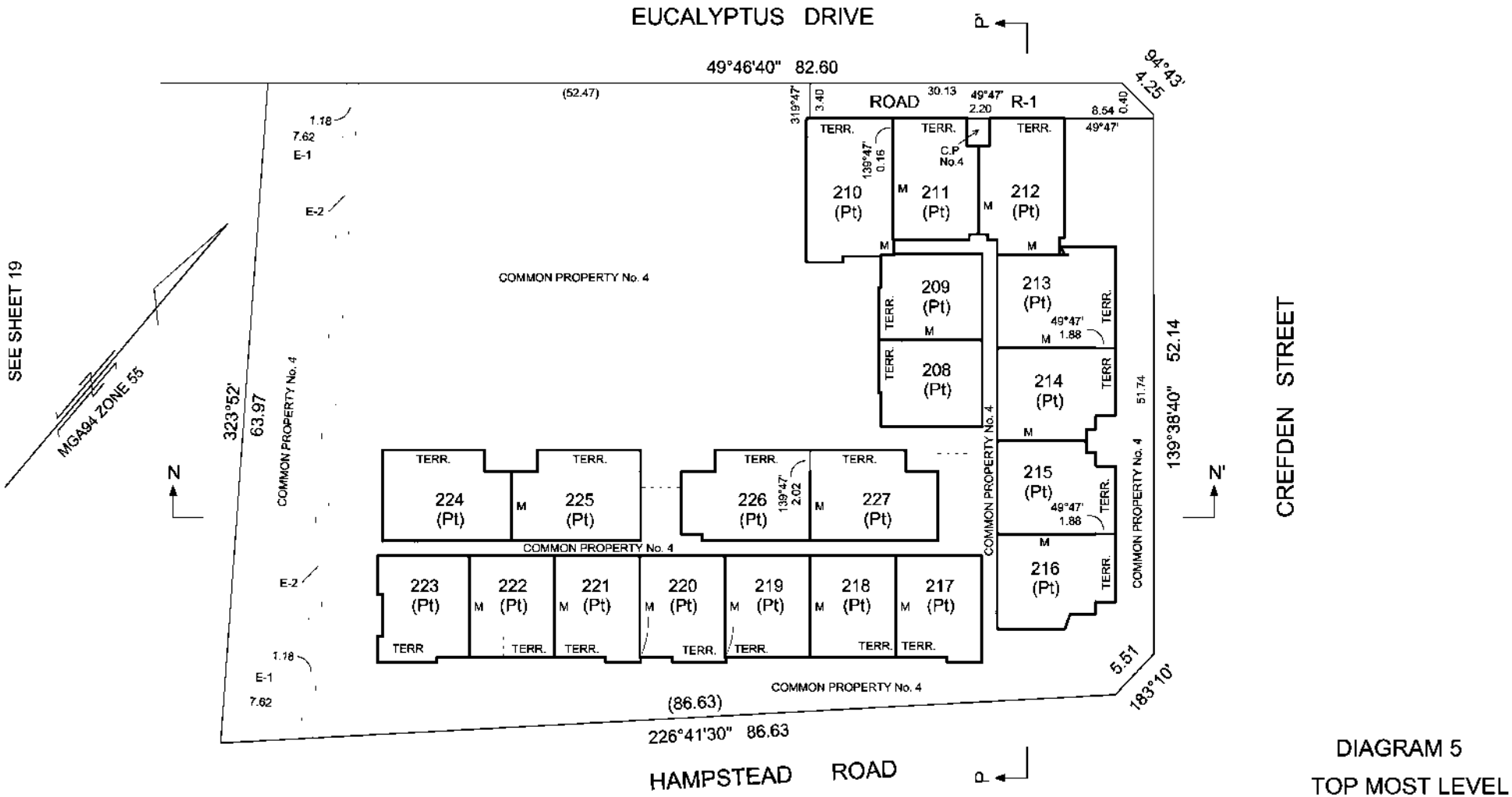


DIAGRAM 5
TOP MOST LEVEL

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:400	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg3 VERSION 4B

SHEET 20

DATE / /

COUNCIL DELEGATE SIGNATURE

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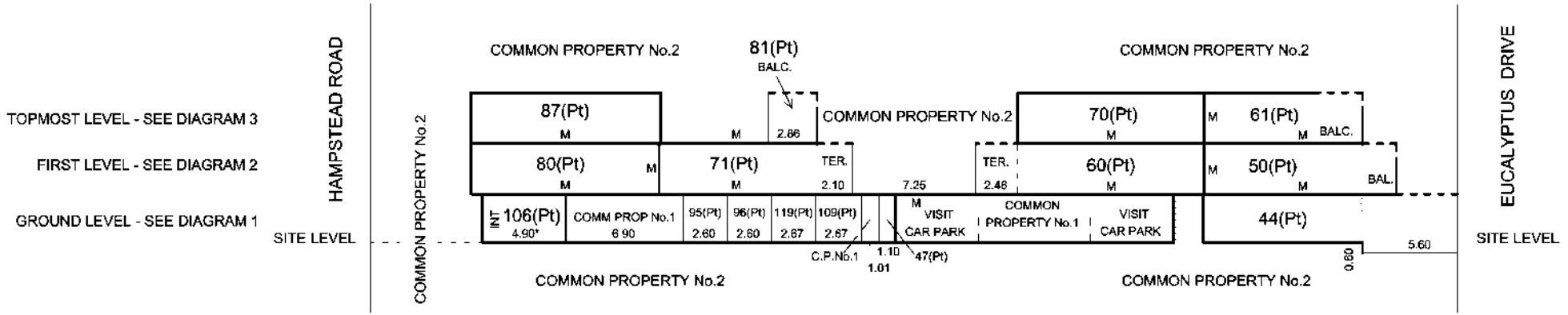
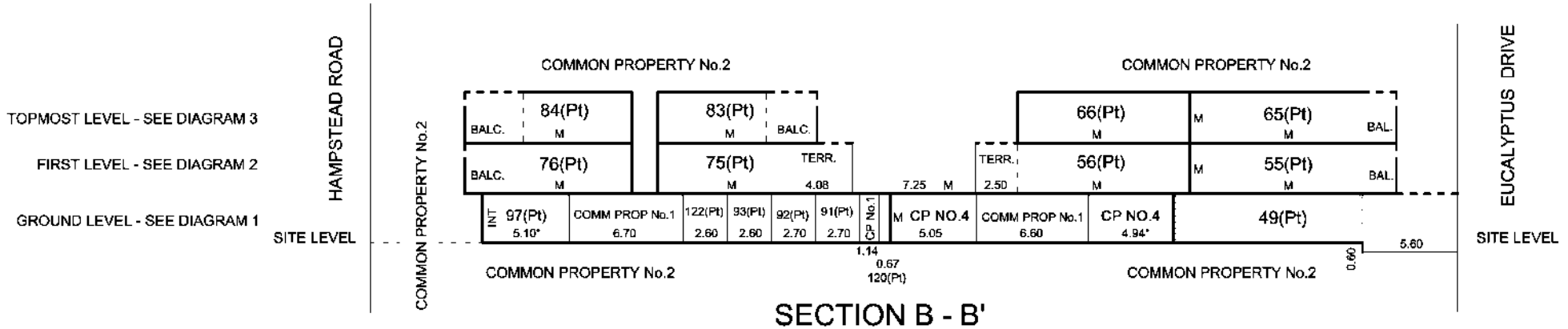
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G



SECTION A - A'



SECTION B - B'

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

SIGNATURE..... DATE / /

REF 05117_78-stg1 VERSION 9

SHEET 21

DATE / /

COUNCIL DELEGATE SIGNATURE

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

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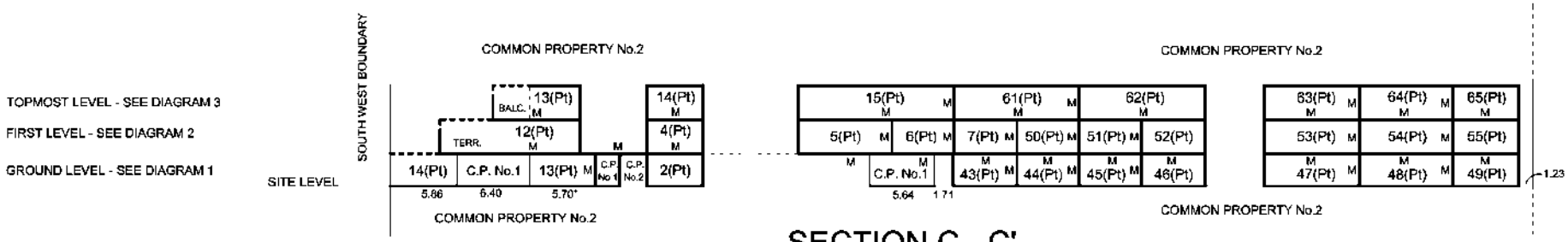
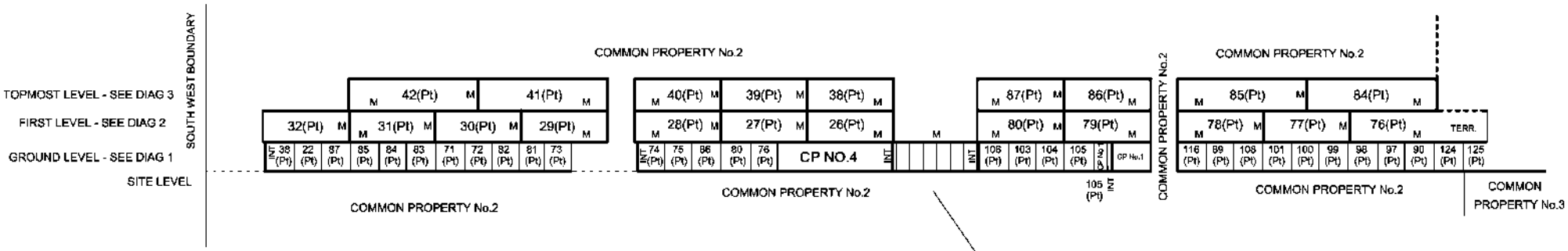
PLAN OF SUBDIVISION

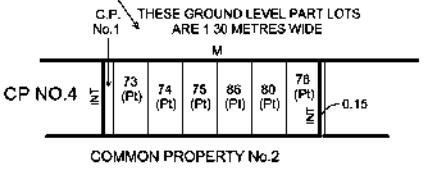
STAGE No.	PLAN NUMBER
	PS 616846 G



SECTION C - C'



SECTION D - D'



ENLARGEMENT SCALE 1.200

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:400 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY SIGNATURE..... DATE / / REF 05117_78-stg1 VERSION 9	SHEET 22 ..... DATE / / COUNCIL DELEGATE SIGNATURE

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

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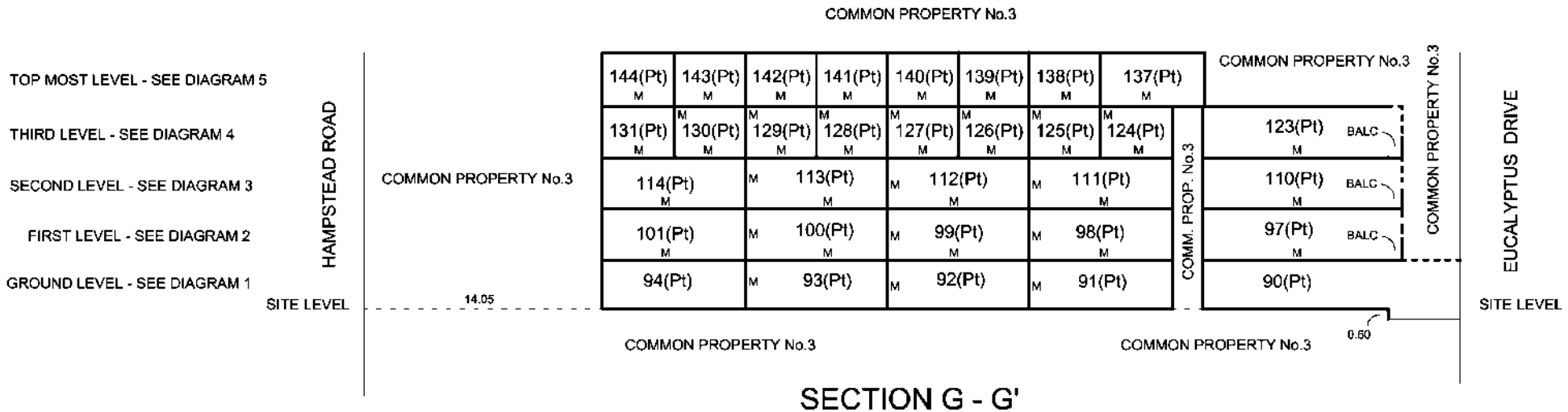
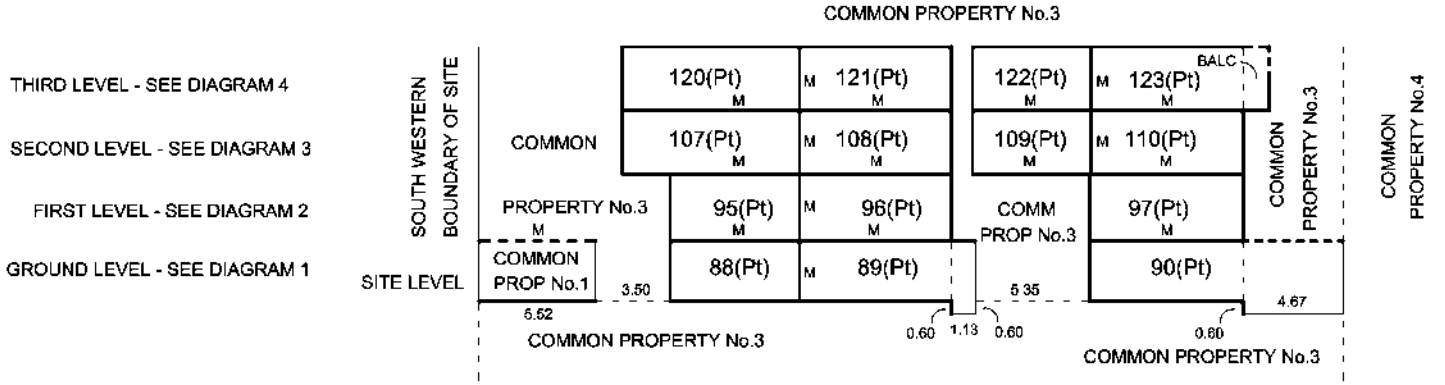
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 616846 G



SECTION G - G'



SECTION H - H'

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:250 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY DIGITALLY SIGNED REF 05117_78-stg2 VERSION 8	SHEET 23 DATE / / COUNCIL DELEGATE SIGNATURE

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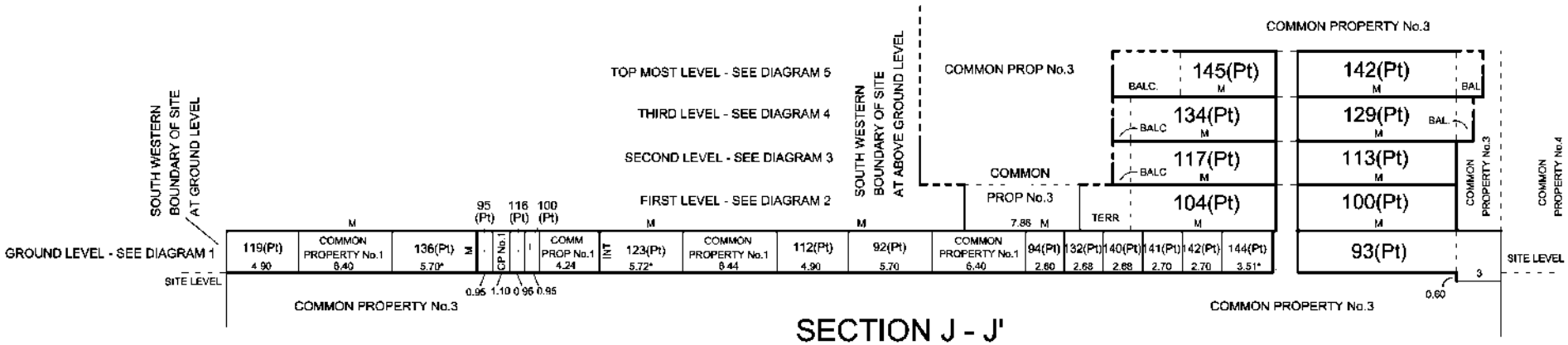
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 616846 G



SECTION J - J'

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101 PH 9853 3352 FAX 9853 8907	3 0 3 6 9 12 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:300 / SHEET SIZE A3	LICENSED SURVEYOR STEPHEN JOHN McCARTHY DIGITALLY SIGNED REF 05117_78-stg2 VERSION 8	SHEET 24 DATE / / COUNCIL DELEGATE SIGNATURE

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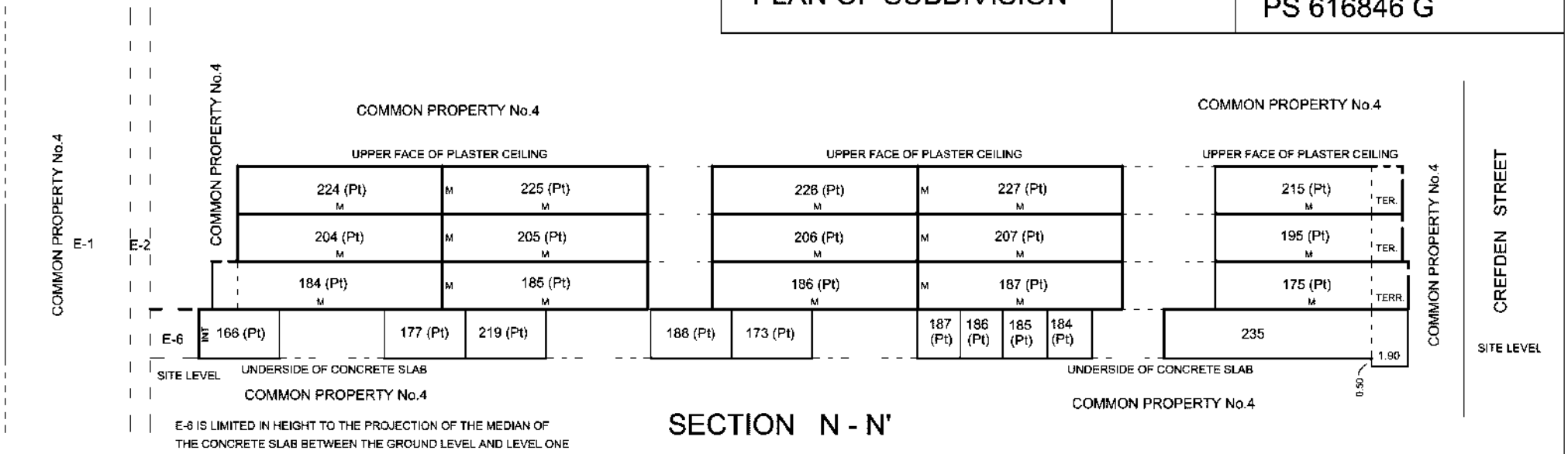
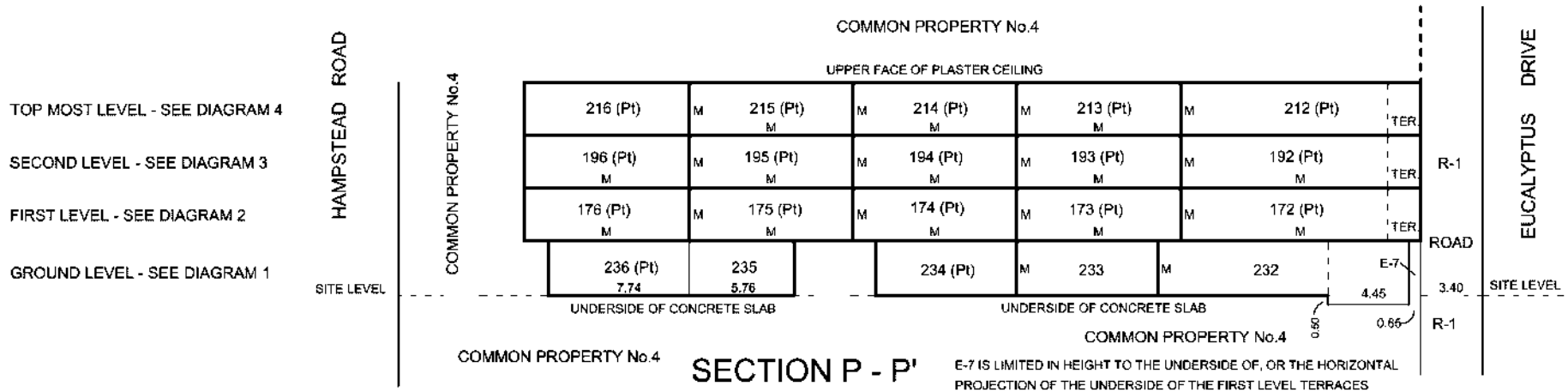
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 616846 G



E-6 IS LIMITED IN HEIGHT TO THE PROJECTION OF THE MEDIAN OF THE CONCRETE SLAB BETWEEN THE GROUND LEVEL AND LEVEL ONE

SECTION N - N'



E-7 IS LIMITED IN HEIGHT TO THE UNDERSIDE OF, OR THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE FIRST LEVEL TERRACES

SECTION P - P'

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD
KEW VIC 3101
PH 9853 3352 FAX 9853 8907

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR STEPHEN JOHN McCARTHY

DIGITALLY SIGNED

REF 05117_78-stg3 VERSION 4B

SHEET 25

DATE / /

COUNCIL DELEGATE SIGNATURE

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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS616846G

MASTER PLAN (STAGE 1) REGISTERED DATE 08/12/2010 TIME 11:41 am

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 88 TO 147, S3 AND C.M. NO.3	STAGE SUBDIVISION SEC.37 SUBDIVISION ACT	PS616846G/S2	22/07/11	2	GMR
LOT S3	LOTS 148 TO 229, COMMON PROPERTY NO. 4 AND ROAD R1	STAGE SUBDIVISION SEC.37 SUBDIVISION ACT	PS616846G/S3	21/11/11	3	GMR
LOTS 228 & 229	LOTS 230 TO 236 (INCL)	AMENDMENT SECTION 32	PS616846G/D1	7/9/12	4	GR

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS616846G

The land in PS616846G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1 - 4, Lots 1 - 227, 230 - 236.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
PRESTIGE STRATA & PROPERTY SOLUTIONS PTY 10 GLENMAGGIE CHASE CAROLINE SPRINGS VIC 3023

OC009326U 08/12/2010

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. OC009327S 08/12/2010

Additional Owners Corporation Information:
OC009326U 08/12/2010

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

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	35	35
Lot 2	34	34

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3	34	34
Lot 4	34	34
Lot 5	35	35
Lot 6	26	26
Lot 7	26	26
Lot 8	36	36
Lot 9	35	35
Lot 10	35	35
Lot 11	35	35
Lot 12	35	35
Lot 13	40	40
Lot 14	42	42
Lot 15	40	40
Lot 16	35	35
Lot 17	35	35
Lot 18	35	35
Lot 19	35	35
Lot 20	35	35
Lot 21	35	35
Lot 22	35	35
Lot 23	35	35
Lot 24	35	35
Lot 25	35	35
Lot 26	35	35
Lot 27	34	34
Lot 28	34	34
Lot 29	34	34
Lot 30	34	34
Lot 31	34	34

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 32	35	35
Lot 33	35	35
Lot 34	35	35
Lot 35	35	35
Lot 36	37	37
Lot 37	37	37
Lot 38	35	35
Lot 39	35	35
Lot 40	35	35
Lot 41	36	36
Lot 42	36	36
Lot 43	26	26
Lot 44	26	26
Lot 45	26	26
Lot 46	26	26
Lot 47	35	35
Lot 48	34	34
Lot 49	34	34
Lot 50	26	26
Lot 51	26	26
Lot 52	26	26
Lot 53	35	35
Lot 54	34	34
Lot 55	34	34
Lot 56	35	35
Lot 57	34	34
Lot 58	35	35
Lot 59	35	35
Lot 60	35	35

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 61	36	36
Lot 62	36	36
Lot 63	35	35
Lot 64	34	34
Lot 65	34	34
Lot 66	34	34
Lot 67	34	34
Lot 68	35	35
Lot 69	35	35
Lot 70	35	35
Lot 71	35	35
Lot 72	35	35
Lot 73	35	35
Lot 74	35	35
Lot 75	35	35
Lot 76	34	34
Lot 77	34	34
Lot 78	34	34
Lot 79	34	34
Lot 80	35	35
Lot 81	40	40
Lot 82	38	38
Lot 83	38	38
Lot 84	37	37
Lot 85	37	37
Lot 86	35	35
Lot 87	37	37
Lot 88	36	36
Lot 89	37	37

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 90	40	40
Lot 91	40	40
Lot 92	40	40
Lot 93	40	40
Lot 94	41	41
Lot 95	36	36
Lot 96	37	37
Lot 97	40	40
Lot 98	40	40
Lot 99	40	40
Lot 100	40	40
Lot 101	40	40
Lot 102	40	40
Lot 103	36	36
Lot 104	37	37
Lot 105	37	37
Lot 106	36	36
Lot 107	42	42
Lot 108	39	39
Lot 109	28	28
Lot 110	40	40
Lot 111	40	40
Lot 112	40	40
Lot 113	40	40
Lot 114	40	40
Lot 115	40	40
Lot 116	36	36
Lot 117	36	36
Lot 118	36	36

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 119	36	36
Lot 120	42	42
Lot 121	40	40
Lot 122	28	28
Lot 123	40	40
Lot 124	30	30
Lot 125	30	30
Lot 126	30	30
Lot 127	30	30
Lot 128	30	30
Lot 129	30	30
Lot 130	30	30
Lot 131	30	30
Lot 132	40	40
Lot 133	36	36
Lot 134	36	36
Lot 135	36	36
Lot 136	36	36
Lot 137	30	30
Lot 138	30	30
Lot 139	30	30
Lot 140	30	30
Lot 141	30	30
Lot 142	30	30
Lot 143	30	30
Lot 144	30	30
Lot 145	42	42
Lot 146	28	28
Lot 147	28	28

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 148	6	6
Lot 149	6	6
Lot 150	6	6
Lot 151	6	6
Lot 152	6	6
Lot 153	6	6
Lot 154	6	6
Lot 155	6	6
Lot 156	6	6
Lot 157	6	6
Lot 158	6	6
Lot 159	6	6
Lot 160	6	6
Lot 161	6	6
Lot 162	6	6
Lot 163	6	6
Lot 164	6	6
Lot 165	6	6
Lot 166	6	6
Lot 167	6	6
Lot 168	6	6
Lot 169	6	6
Lot 170	6	6
Lot 171	6	6
Lot 172	6	6
Lot 173	6	6
Lot 174	6	6
Lot 175	6	6
Lot 176	6	6

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 177	5	5
Lot 178	5	5
Lot 179	5	5
Lot 180	5	5
Lot 181	5	5
Lot 182	5	5
Lot 183	6	6
Lot 184	6	6
Lot 185	6	6
Lot 186	6	6
Lot 187	6	6
Lot 188	6	6
Lot 189	6	6
Lot 190	7	7
Lot 191	6	6
Lot 192	6	6
Lot 193	6	6
Lot 194	6	6
Lot 195	6	6
Lot 196	6	6
Lot 197	5	5
Lot 198	5	5
Lot 199	5	5
Lot 200	5	5
Lot 201	5	5
Lot 202	5	5
Lot 203	5	5
Lot 204	6	6
Lot 205	6	6

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 206	6	6
Lot 207	6	6
Lot 208	6	6
Lot 209	6	6
Lot 210	7	7
Lot 211	6	6
Lot 212	6	6
Lot 213	6	6
Lot 214	6	6
Lot 215	6	6
Lot 216	6	6
Lot 217	6	6
Lot 218	6	6
Lot 219	6	6
Lot 220	6	6
Lot 221	6	6
Lot 222	6	6
Lot 223	6	6
Lot 224	6	6
Lot 225	6	6
Lot 226	6	6
Lot 227	6	6
Lot 230	2	2
Lot 231	2	2
Lot 232	2	2
Lot 233	2	2
Lot 234	2	2
Lot 235	2	2
Lot 236	2	2

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OWNERS CORPORATION 1
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	**5607.00**	**5607.00**

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.

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS616846G

The land in PS616846G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1 - 87.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
PRESTIGE STRATA & PROPERTY SOLUTIONS PTY 10 GLENMAGGIE CHASE CAROLINE SPRINGS VIC 3023

OC009328Q 08/12/2010

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. OC009329N 08/12/2010

Additional Owners Corporation Information:
OC009328Q 08/12/2010

Notations:
Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	35	35
Lot 2	34	34
Lot 3	34	34
Lot 4	34	34
Lot 5	35	35

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	26	26
Lot 7	26	26
Lot 8	36	36
Lot 9	35	35
Lot 10	35	35
Lot 11	35	35
Lot 12	35	35
Lot 13	40	40
Lot 14	42	42
Lot 15	40	40
Lot 16	35	35
Lot 17	35	35
Lot 18	35	35
Lot 19	35	35
Lot 20	35	35
Lot 21	35	35
Lot 22	35	35
Lot 23	35	35
Lot 24	35	35
Lot 25	35	35
Lot 26	35	35
Lot 27	34	34
Lot 28	34	34
Lot 29	34	34
Lot 30	34	34
Lot 31	34	34
Lot 32	35	35
Lot 33	35	35
Lot 34	35	35

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:33 AM

OWNERS CORPORATION 2
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	35	35
Lot 36	37	37
Lot 37	37	37
Lot 38	35	35
Lot 39	35	35
Lot 40	35	35
Lot 41	36	36
Lot 42	36	36
Lot 43	26	26
Lot 44	26	26
Lot 45	26	26
Lot 46	26	26
Lot 47	35	35
Lot 48	34	34
Lot 49	34	34
Lot 50	26	26
Lot 51	26	26
Lot 52	26	26
Lot 53	35	35
Lot 54	34	34
Lot 55	34	34
Lot 56	35	35
Lot 57	34	34
Lot 58	35	35
Lot 59	35	35
Lot 60	35	35
Lot 61	36	36
Lot 62	36	36
Lot 63	35	35

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:33 AM

OWNERS CORPORATION 2
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 64	34	34
Lot 65	34	34
Lot 66	34	34
Lot 67	34	34
Lot 68	35	35
Lot 69	35	35
Lot 70	35	35
Lot 71	35	35
Lot 72	35	35
Lot 73	35	35
Lot 74	35	35
Lot 75	35	35
Lot 76	34	34
Lot 77	34	34
Lot 78	34	34
Lot 79	34	34
Lot 80	35	35
Lot 81	40	40
Lot 82	38	38
Lot 83	38	38
Lot 84	37	37
Lot 85	37	37
Lot 86	35	35
Lot 87	37	37
Total	**2986.00**	**2986.00**

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

Statement End.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/07/2021 11:51:35 AM

OWNERS CORPORATION 3
PLAN NO. PS616846G

The land in PS616846G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 3, Lots 88 - 147.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
PRESTIGE STRATA & PROPERTY SOLUTIONS PTY 10 GLENMAGGIE CHASE CAROLINE SPRINGS VIC 3023

OC011312T 22/07/2011

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. AJ102041T 01/08/2011

Additional Owners Corporation Information:
OC011312T 22/07/2011

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 88	36	36
Lot 89	37	37
Lot 90	40	40
Lot 91	40	40
Lot 92	40	40
Lot 93	40	40

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:35 AM

OWNERS CORPORATION 3
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	41	41
Lot 95	36	36
Lot 96	37	37
Lot 97	40	40
Lot 98	40	40
Lot 99	40	40
Lot 100	40	40
Lot 101	40	40
Lot 102	40	40
Lot 103	36	36
Lot 104	37	37
Lot 105	37	37
Lot 106	36	36
Lot 107	42	42
Lot 108	39	39
Lot 109	28	28
Lot 110	40	40
Lot 111	40	40
Lot 112	40	40
Lot 113	40	40
Lot 114	40	40
Lot 115	40	40
Lot 116	36	36
Lot 117	36	36
Lot 118	36	36
Lot 119	36	36
Lot 120	42	42
Lot 121	40	40
Lot 122	28	28

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:35 AM

OWNERS CORPORATION 3
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 123	40	40
Lot 124	30	30
Lot 125	30	30
Lot 126	30	30
Lot 127	30	30
Lot 128	30	30
Lot 129	30	30
Lot 130	30	30
Lot 131	30	30
Lot 132	40	40
Lot 133	36	36
Lot 134	36	36
Lot 135	36	36
Lot 136	36	36
Lot 137	30	30
Lot 138	30	30
Lot 139	30	30
Lot 140	30	30
Lot 141	30	30
Lot 142	30	30
Lot 143	30	30
Lot 144	30	30
Lot 145	42	42
Lot 146	28	28
Lot 147	28	28
Total	**2138.00**	**2138.00**

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS616846G

Statement End.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS616846G

The land in PS616846G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 4, Lots 148 - 227, 230 - 236.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
10 GLENMAGGIE CHASE CAROLINE SPRINGS VIC 3023

OC012520F 22/11/2011

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. AJ346145S 30/11/2011

Additional Owners Corporation Information:
OC012520F 22/11/2011

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

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 148	42	42
Lot 149	41	41
Lot 150	41	41
Lot 151	36	36
Lot 152	42	42

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:36 AM

OWNERS CORPORATION 4
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 153	41	41
Lot 154	41	41
Lot 155	36	36
Lot 156	37	37
Lot 157	37	37
Lot 158	37	37
Lot 159	38	38
Lot 160	41	41
Lot 161	41	41
Lot 162	41	41
Lot 163	36	36
Lot 164	36	36
Lot 165	37	37
Lot 166	37	37
Lot 167	38	38
Lot 168	37	37
Lot 169	37	37
Lot 170	36	36
Lot 171	37	37
Lot 172	42	42
Lot 173	41	41
Lot 174	41	41
Lot 175	41	41
Lot 176	41	41
Lot 177	35	35
Lot 178	35	35
Lot 179	35	35
Lot 180	35	35
Lot 181	35	35

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:36 AM

OWNERS CORPORATION 4
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 182	35	35
Lot 183	36	36
Lot 184	42	42
Lot 185	42	42
Lot 186	42	42
Lot 187	41	41
Lot 188	37	37
Lot 189	37	37
Lot 190	43	43
Lot 191	41	41
Lot 192	42	42
Lot 193	41	41
Lot 194	41	41
Lot 195	41	41
Lot 196	41	41
Lot 197	35	35
Lot 198	35	35
Lot 199	35	35
Lot 200	35	35
Lot 201	35	35
Lot 202	35	35
Lot 203	36	36
Lot 204	41	41
Lot 205	41	41
Lot 206	41	41
Lot 207	41	41
Lot 208	37	37
Lot 209	37	37
Lot 210	44	44

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/07/2021 11:51:36 AM

OWNERS CORPORATION 4
PLAN NO. PS616846G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 211	41	41
Lot 212	42	42
Lot 213	42	42
Lot 214	41	41
Lot 215	41	41
Lot 216	42	42
Lot 217	36	36
Lot 218	36	36
Lot 219	36	36
Lot 220	36	36
Lot 221	36	36
Lot 222	36	36
Lot 223	36	36
Lot 224	42	42
Lot 225	42	42
Lot 226	42	42
Lot 227	42	42
Lot 230	35	35
Lot 231	25	25
Lot 232	35	35
Lot 233	20	20
Lot 234	20	20
Lot 235	20	20
Lot 236	20	20
Total	**3278.00**	**3278.00**

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Statement End.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 07 July 2021 11:51 AM

PROPERTY DETAILS

Address:	**UNIT 33/44 EUCALYPTUS DRIVE MAIDSTONE 3012**	
Lot and Plan Number:	**Lot 33 PS616846**	
Standard Parcel Identifier (SPI):	**33\PS616846**	
Local Government Area (Council):	**MARIBYRNONG**	www.maribyrnong.vic.gov.au
Council Property Number:	**142515**	
Planning Scheme:	**Maribyrnong**	planning-schemes.delwp.vic.gov.au/schemes/maribyrnong
Directory Reference:	**Melway 27 G10**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**City West Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**FOOTSCRAY**

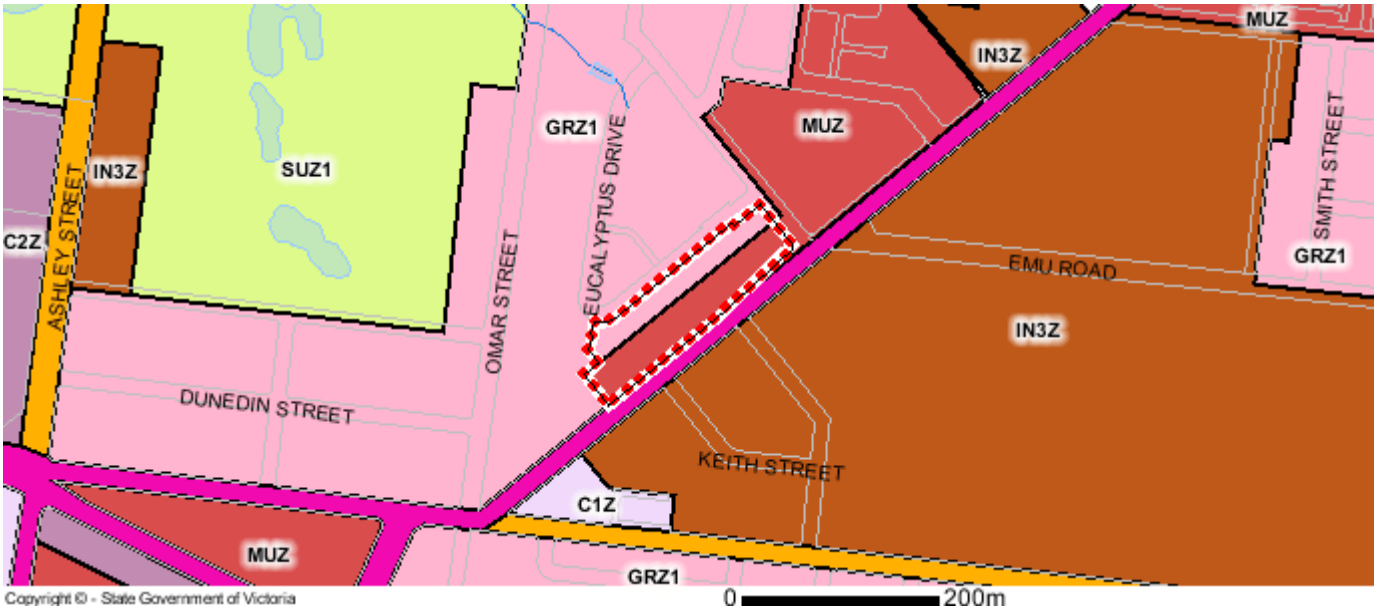
Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



C1Z - Commercial 1	C2Z - Commercial 2	CA - Commonwealth Land (not in scheme)
GRZ - General Residential	IN3Z - Industrial 3	MUZ - Mixed Use
RDZ1 - Road - Category 1	RDZ2 - Road - Category 2	SUZ - Special Use

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

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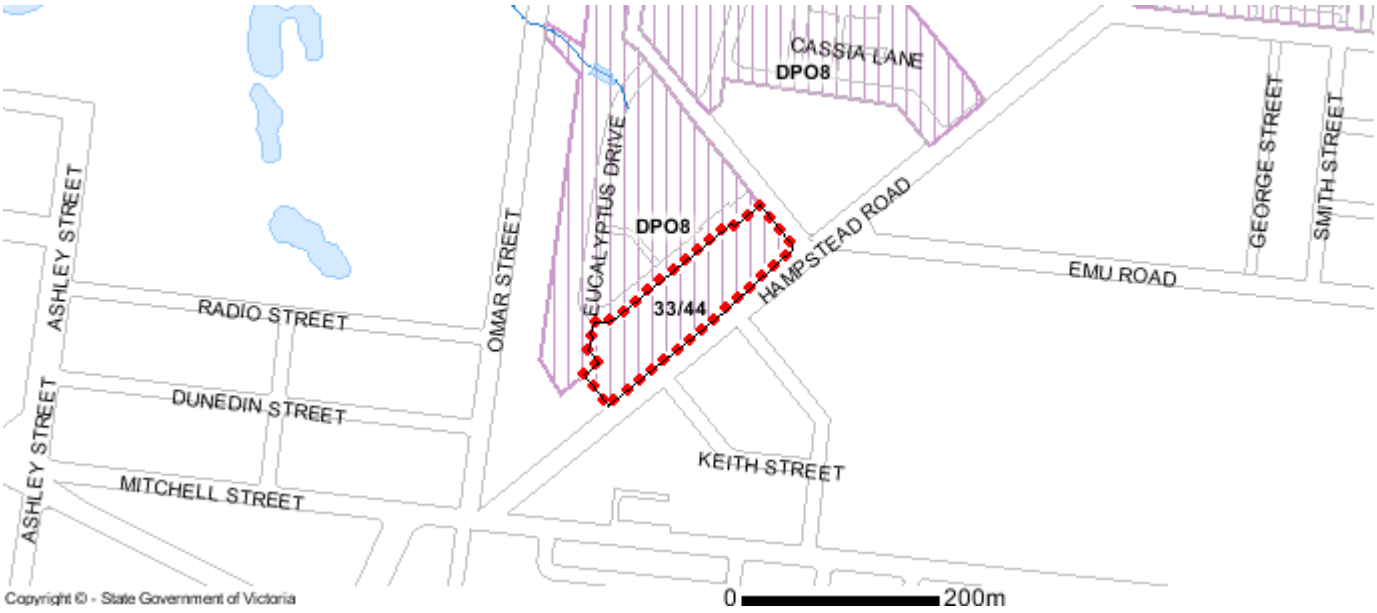
PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

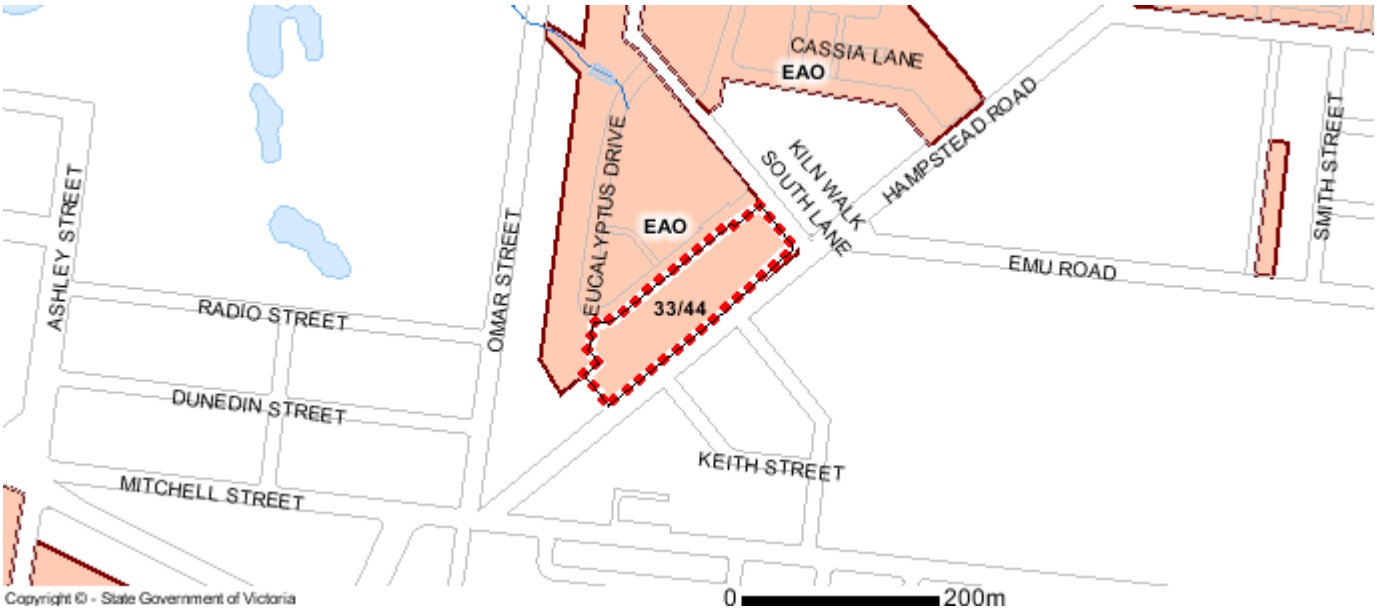
DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 (DPO8)



DPO - Development Plan

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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit

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

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PLANNING PROPERTY REPORT

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building

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

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PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)

SPECIFIC CONTROLS OVERLAY (SCO)



DDO - Design and Development

ESO - Environmental Significance

HO - Heritage

PAO - Public Acquisition

SCO - Specific Controls

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

Further Planning Information

Planning scheme data last updated on 30 June 2021.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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Property Report from www.land.vic.gov.au on 07 July 2021 11:51 AM

Address: UNIT 33/44 EUCALYPTUS DRIVE MAIDSTONE 3012
Lot and Plan Number: Lot 33 PS616846
Standard Parcel Identifier (SPI): 33\PS616846
Local Government (Council): MARIBYRNONG **Council Property Number:** 142515
Directory Reference: Melway 27 G10

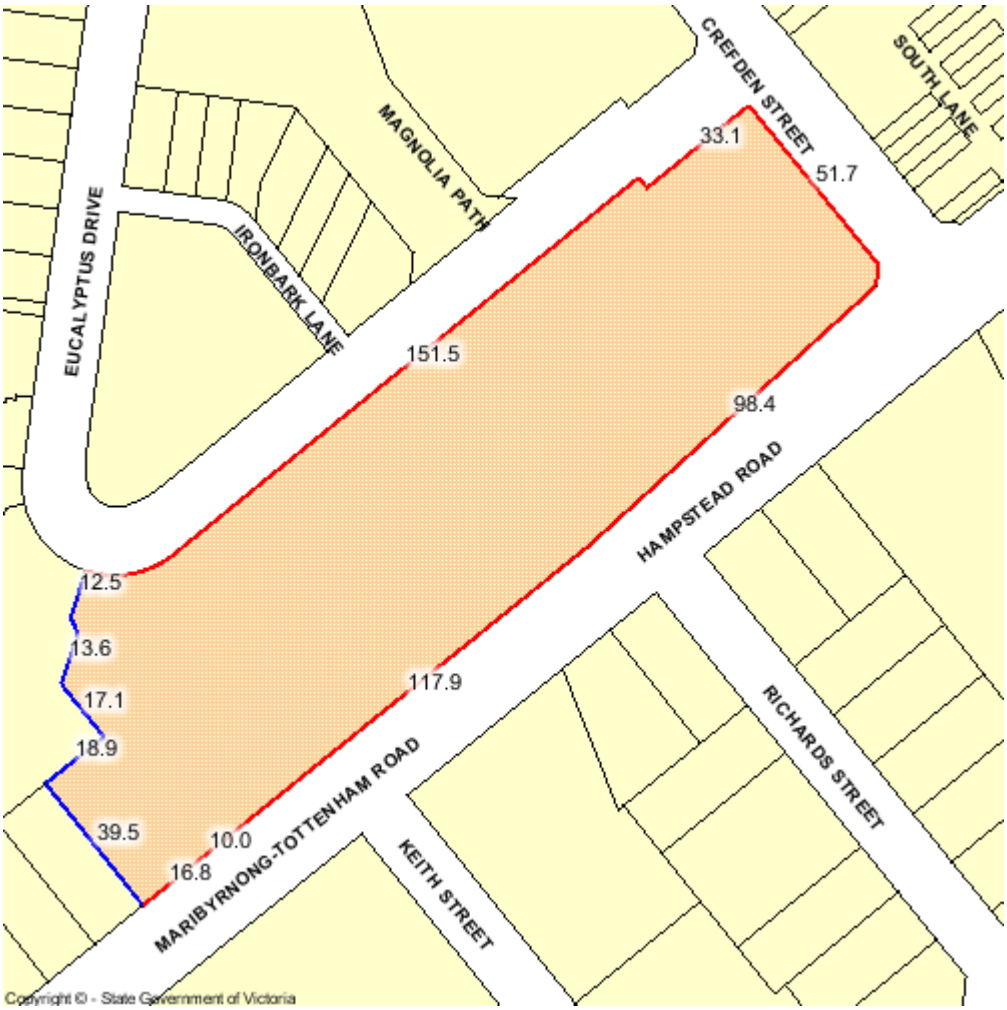
Note: There are 235 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 15082 sq. m
(1.5 ha)
Perimeter: 618 m

For this property:
Site boundaries
Road frontages

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

21 dimensions shorter than 6m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

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State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: JEMENA (Information about choosing an electricity retailer)

Planning Zone Summary

Planning Zones:
GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
MIXED USE ZONE (MUZ)
SCHEDULE TO THE MIXED USE ZONE (MUZ)

Planning Overlays:
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 (DPO8)
ENVIRONMENTAL AUDIT OVERLAY (EAO)
SPECIAL BUILDING OVERLAY (SBO)
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

Planning scheme data last updated on 30 June 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.*
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

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

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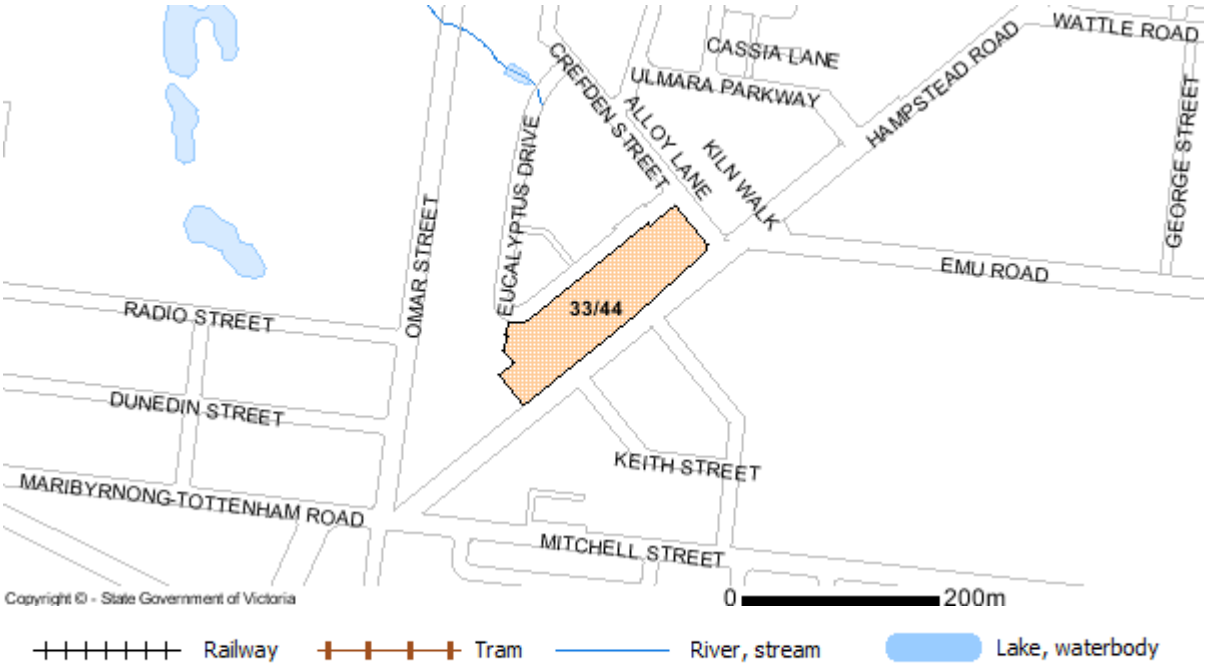
Area Map



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FOURTH INSTALMENT NOTICE

Maribyrnong City Council
Cnr of Napier and Hyde Streets,
Footscray
PO Box 58, Footscray, Vic 3011
ABN 86 517 839 961

P: (03) 9688 0200
F: (03) 9687 7793
rates@maribyrnong.vic.gov.au
www.maribyrnong.vic.gov.au
Office Hours: Monday to Friday 8.30am - 5pm

Period 1 July 2020 to 30 June 2021

Maribyrnong CITY COUNCIL

Date issued **30/04/2021**

Ward: River

W M Hioe
U 253 83 Whiteman St
SOUTHBANK VIC 3006

022
R0_282640

Assessment Number	
142515	**Late Payments** 10% pa interest will be charged on late payments from relevant instalment due date
MINIMUM PAYMENT DUE	
$314.00	
Due	
31 May 2021	

Property Location 33/44 Eucalyptus Drive MAIDSTONE VIC 3012

Legal Description LOT 33 PS 616846 - V11244/F362

4th Instalment	Current	Total
	$314.00	**$314.00**

Please Note: Payments received after 23rd April 2021 are not included on this notice.

1st instalment 30/09/2020	
2nd instalment 30/11/2020	
3rd instalment 28/02/2021	
4th instalment 31/05/2021	$314.00
Total Balance Due	$314.00

POST billpay
*3205 1425156

BPAY
Biller Code: 626275
Ref No.: 1425 156

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 1425 156

Post Billpay
Billpay Code: 3205
Ref No.: 1425 156

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au

Assessment: 142515

Rate payer: W M Hioe

Property location:
33/44 Eucalyptus Drive MAIDSTONE VIC 3012

Amount payable: **$314.00**

GO GREEN. GO ELECTRONIC.
Receive your rates notices via email

Register now at **maribyrnong.enotices.com.au** with eNotices reference number:
DB355249EP

PAYMENT OF RATES AND CHARGES

FOR MORE INFORMATION PLEASE GO TO www.maribyrnong.vic.gov.au/Residents/Rates

PAYMENT OF RATES

Payment of rates is by four instalments, the first instalment must be paid by 30 September 2020. The remaining instalments must be paid no later than the specified dates being:

Second Instalment	30 November 2020
Third Instalment	28 February 2021
Fourth Instalment	31 May 2021

Payment not received on or before the instalment due dates will be charged interest.
Any ARREARS shown on this notice are due immediately. Legal action may be taken without further notice to recover unpaid rates and charges.

PRE-PAYMENT OPTION

Maribyrnong City Council has elected that rates and charges for 2020/21 be paid by instalments. Ratepayers are advised that they may pay the whole amount of rates and charges in one payment if they choose to do so by same due date as first instalment.
Council must receive a minimum of the instalment amount on or before each instalment date to avoid the interest penalty rate of 10% per annum.

Payments will be allocated as follows:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing

PENALTY INTEREST RATES ACT 1983

The interest rate charge on all overdue rates and charges is fixed under the *Penalty Interest Rates Act 1983*. The rate that will apply for this financial year is 10% per annum.

RATE NOTICE APPEAL

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days after receipt of the original notice, give to the Council, (in the prescribed form) notice that you intend to appeal to the County Court. Appeals may only be lodged on the following grounds (a) that the land was not rateable land, (b) that the rate or charge was calculated incorrectly, (c) that the person levied with the rate or charge was not liable to be rated. We suggest you contact Council's Revenue Services on 9688 0200 prior to any formal appeals as Council staff may be able to resolve your concerns.

PENSIONER RATE REBATE

If you have a Pensioner Concession Card, you may be eligible for a rebate on your rates. Please contact the Council on 9688 0200 if a rate rebate does not appear on the original rate notice.

DIFFERENTIAL RATES

If you are aggrieved by a differential rating classification you can appeal to VCAT under Section 183 of the *Local Government Act 1989* within the prescribed period. Please provide Council a notice of your intention to Appeal for Rate Notice or Differential Appeal.

FINANCIAL HARDSHIP DEFERRALS AND WAIVERS

If you are having difficulties paying your rates, please contact Council on 9688 0200 to discuss a suitable arrangement or email rateshardship@maribyrnong.vic.gov.au providing your financial situation and payment plan.

CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS

Notification of change of ownership is the responsibility of the purchaser and failure to give this notification to Council in the prescribed format carries a penalty as per the *Local Government Act 1989*.
A Notice of Acquisition must be lodged within one month of sale/settlement of property. Any mailing address changes MUST be notified in writing to Council immediately.

PRIVACY STATEMENT

The personal information requested on this form is being collected for the purpose of issuing and collecting municipal rates. The information will be used by Council for these primary purposes or directly related purposes. Council will disclose your personal information to other government agencies, in relation to works that may potentially affect you or your property; or debt collection agencies (where rates remain unpaid). The information provided will not otherwise be disclosed unless required by law.

Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on 9688 0200.

For more information refer to our Privacy Policy at www.maribyrnong.vic.gov.au

OBJECTION AGAINST VALUATION

Sections 16,17 and 18 of the Valuation of Land Act 1960 allows you to lodge an objection to the valuation of the above described property. Objections to Council Rate Notices must be lodged on the prescribed form within TWO MONTHS from the date the original rate notice was issued. This form may be obtained from Council's Revenue Services during normal business hours.

If an objection is lodged in accordance with the legislation Council will forward the objection to the valuation authority, Valuer-General Victoria, who will undertake a review of the valuation and advise you of the decision. If you are dissatisfied with the decision you may appeal to the Victorian Civil and Administrative Tribunal under Section 22 of the *Valuation of Land Act 1960*. Please contact Revenue Services on 9688 0200 if you wish to discuss your objection and/or request the prescribed form.

Notice is also given that Council valuations may be used by the State Revenue Office for the purpose of charging land tax. Further information can be found on the State Revenue Office website www.sro.vic.gov.au Even if you have lodged an objection, you must continue paying your rates and charges until your objection is resolved to avoid interest charges.

ARE YOU DEAF, SPEECH OR HEARING IMPAIRED?

Contact Council through the National Relay Service using one of the methods below. Once you are connected ask for **03 9688 0200**.
133 677 for TTY users
1300 555 727 for Speak and Listen (speech-to-speech) users
www.iprelay.com.au for Internet Relay users

Payment Options

Online/BPOINT
Go to www.maribyrnong.vic.gov.au select > Make a payment and pay online using MasterCard or Visa.

In Person at Council Offices
Please present notice intact at the Council.
Payments may be made by cash, cheque, credit card or EFTPOS.

Please make cheques payable to: 'Maribyrnong City Council'.
Cnr Hyde & Napier Streets, Footscray

See Council's website: www.maribyrnong.vic.gov.au

Australia Post
Pay in-store at Australia Post.

OR

CREDIT CARD PAYMENTS
By phone 13 18 16 using the Post Billpay details on the front of this notice.

OR

INTERNET PAYMENTS
Online at auspost.com.au/postbillpay using the details on the front of this notice.

Telephone and Internet Banking - BPAY®
Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your notice.

More Info: www.bpay.com.au

Mail
Post with payment to Maribyrnong City Council PO Box 58 Footscray 3011

Please make cheques payable to: 'Maribyrnong City Council'.
Please note that receipts will not be issued for mailed payments.

Direct debit payments can now be made on a monthly, quarterly, and annual basis, please go to www.maribyrnong.vic.gov.au to download a registration form or contact Council on 9688 0200 for a registration form to be mailed to you. Once completed, please return the registration form to Council.

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City West Water™

My account number is

1252 1149 3117

Invoice No.	T572385405
Service Address	33/44 Eucalyptus Drive Maidstone Lot 33 Plan 616846
Issue Date	16 Jun 2021
Water Faults & Emergencies (24 hours)	132 642
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	131 691
Interpreter Service	9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

City West Water Corporation
ABN 70 066 902 467

citywestwater.com.au

W M HIOE
253/83 WHITEMAN STREET
SOUTHBANK VIC 3006



Account summary

PREVIOUS BILL	$0.00
RECEIVED	$0.00
BALANCE FORWARD	$0.00
NETWORK CHARGES	$115.85
OTHER CHARGES	$26.08
PLEASE PAY	$141.93

16/06/21-10:02:47-CCSBPY_210615233324A.PRO
F-D-000210-0001/0002-1-000000-R-A001237850

Greater Western Water – a new era

On 1 July 2021 City West Water is joining with Western Water to become **Greater Western Water**.

Your next water account will come from Greater Western Water.

Learn more at **citywestwater.com.au/gww**



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Details of charges - Residential

Previous Bill

Previous Bill	$0.00

Payments Received

BALANCE FORWARD $0.00

Usage Charges

Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate $	Total $
MASR048251	70	01084	01083	0.00	(meter read date: 04/06/2021)	

Proportional Water Consumed

Usage Step 1 (27/03/2021 to 04/06/2021)	0.00	2.7748	$0.00
Total	**0.00**		**$0.00**

TOTAL USAGE CHARGES $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/04/2021 to 30/06/2021)	$52.70
Sewerage Network Charge	(01/04/2021 to 30/06/2021)	$63.15

TOTAL NETWORK CHARGES $115.85

Other Charges

Waterways & Drainage Charge	(01/04/2021 to 30/06/2021)	$26.08

TOTAL OTHER AUTHORITIES' CHARGES $26.08

FINAL TOTAL, PLEASE PAY THIS AMOUNT $141.93

Visit **citywestwater.com.au/charges** or call 131 691 for more details about these charges.

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Greater Western Water – a new era

On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at **citywestwater.com.au/gww**

MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. Register now at **citywestwater.com.au/myaccount**

Need help paying your bill?

We understand that sometimes you may be facing difficulties. We have a dedicated Customer Care team who can offer support and give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at **citywestwater.com.au/assist**

Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at **MelbourneWater.com.au/wwdc**

CCSBPY_210615233324A.PRO>BIL_vMAR21.10>16/06/21>10:02:47>------

Service Address: 33/44 Eucalyptus Drive Maidstone

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 1149 3117

Direct Debit: Visit **citywestwater.com.au/paymentoptions** or call 131 691

Mail cheque: Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**

Credit Card: Visit **citywestwater.com.au/pay** or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit **citywestwater.com.au/assist** to view our support options.

AMOUNT DUE
$141.93
PLEASE PAY BY
7 JUL 2021

BPAY Biller Code: 8789 Ref: 1252 1149 3117

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay Billpay Code: 0362 Ref: 1252 1149 3117

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 125211493117

+00125211493117> +009201+ <0572385405> <0000014193> +444+

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City West Water™

CASCADE

Your water news

April - June edition 2021



Maree Lang
Managing Director
City West Water

Welcome to this edition of Cascade. We hope you are keeping safe and well.

In this edition we share the exciting news that from 1 July 2021 our organisation is joining with Western Water to become **Greater Western Water**. This signals a new era for water services across the inner city and outer west.

Even though our name, brand and even bill will change on 1 July, you can expect the same customer-focused service and support from our team. And you'll still be able to contact us in all the ways you do today.

We will also continue to work in line with our COVIDSafe Plan to deliver planned and emergency works to your area as well as support programs and partnerships designed to enhance liveability and wellbeing.

We hope you enjoy this edition.

Maree



Greater Western Water integration update

We're excited to be joining with Western Water on 1 July to create a new water corporation – **Greater Western Water**, to strengthen our services to Melbourne's fast-growing outer west.

From 1 July, all City West Water and Western Water customers will become Greater Western Water customers, so this is the last bill you'll receive from us as City West Water.

From 1 July you'll start to see our new Greater Western Water brand on a range of our channels and publications, including your next bill. We will also have a new website, where you can continue to pay your bill, manage your account and learn more about your new water corporation.

Greater Western Water will service Melbourne's CBD and inner-west and north-west suburbs, and the Melton and Sunbury growth corridors through to Bacchus Marsh, Myrniong and Macedon Ranges townships.

To learn more visit **citywestwater.com.au/gww** or head to **yoursay.citywestwater.com.au** to help us shape the future of Greater Western Water.

"As Greater Western Water, we will continue to meet the growing demands of the region and maintain the reliable, efficient, affordable water services that are so important to our customers and community.

"We'll be able to reduce household water bills into the future, provide new job opportunities and maintain a strong local presence through our existing offices in Footscray and Sunbury and field depots,"
Maree Lang, Managing Director.

Customer commitments on track

Our mid-year **Customer Outcomes Performance Summary** is now available. The report shares how we are performing for the first half of 2020-21 against our commitments to deliver you the best service possible.

We're tracking well against most of our commitments, with plans to further improve on these in the year ahead.

Learn more at **citywestwater.com.au/performance**





Top sustainability award

We are delighted to have received a **Premier's Sustainability Award** for our stormwater reuse partnership initiatives that increase green spaces across Melbourne's west and lessen the demand on the city's drinking water.

"These projects reduce the need to use drinking water by supplying millions of litres of stormwater each year to irrigate public parks, gardens and sporting reserves that support active and healthy lifestyles for local communities,"
Richard Smith, General Manager, Strategy & Planning.

Learn more at **citywestwater.com.au/stormwaterharvesting**

Don't pour money down the drain



Did you know that just one dripping tap can waste 4 litres of water a day and add hundreds to your water bill? It's easy to check for leaks around your home – simply:

Place a cup under each tap while you are out of the house for the day – if there's more than a dribble in there when you return, you need to replace the washer.

Put a few drops of food dye in the toilet cistern – if in 15 minutes your toilet bowl is anything but pearly white, you have a leak.

"Leaks are usually a sign that your pipes need fixing or replacing. Always use a licensed plumber to do this work and ask for a 'Certificate of Compliance' before you pay," Andrew Volk, Service Delivery Manager.

Learn more at **citywestwater.com.au/fixingleaks**

Supporting our community

We're proud to support organisations in our community achieving great things. That's why we've recently partnered with **Orange Sky Australia**, a not-for-profit organisation that connects people in need through free laundry, warm showers and positive conversation.

"We're excited to partner with City West Water as it enables us to continue to support those communities doing it tough in Melbourne's west. We couldn't operate without water, or the support of our community. We're looking forward to a great partnership,"
Lucas Patchett, Orange Sky co-founder.

Learn more at **citywestwater.com.au/partnerships**




Celebrating
500,000
customers

Half a million customers and counting!

We recently welcomed our **500,000th customer** to City West Water. That's up from 210,000 customers when we began in 1995.

Since then, we've tripled our water and sewer networks and now manage over 10,000 kms of pipes – that's the same distance as flying from Melbourne to Johannesburg!

"It's been a privilege to grow with our community and be part of so many wonderful projects including our upgrade of the Altona Salt Reduction Plant, which now produces nearly 3 gigalitres of recycled water annually – enough to fill two MCGs!"
Ahmet Hashim, Facility Operations & Integration Team Leader and City West Water employee since day one.

Body Corporate Services (VIC) Pty Limited
ABN: 35 079 654 103
50 Camberwell Road Hawthorn East Victoria 3123
www.bcssm.com.au
bcs_hawthorn@bcssm.com.au
Ph: 03 9938 8550
Fax: 03 9616 1698

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. 616846G1
ADDRESS OF THE OWNERS CORPORATION: 44 Eucalyptus Drive Maidstone 3012

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of Owners Corporation Plan No. 616846G1 was held on **Wednesday, 5 May 2021** at **Treacy Centre, 126 The Avenue, Parkville VIC 3052.** The meeting commenced at 3:00 PM.	
PRESENT:	**Sophie Emma Edwards**	**Lot 11**
	Doreen Chew	**Lot 65**
	Tom Au	**Lot 66**
	Shane Lachlan Robison Crozier	**Lot 71**
	Tanya Ham	**Lot 85**
	Jenny Phuong Thao Vu	**Lot 156**
	Ebony Alexa Cordina	**Lot 176**
	Frances Milici	**Lot 179**
	Sharon Hoe Sook Khee & Chew Kam Chan	**Lot 181**
	Daniel Ashford	**Lot 198**
	Kylie Jayne Oberin	**Lot 223**
PRESENT BY PROXY:	**Jesse Cheah representing Sumith Oglama**	**Lot 1**
	Sophie Edwards representing Spomenka Mrnjaus	**Lot 6**
	Sophie Edwards representing Mathew James Trutch	**Lot 13**
	Sophie Edwards representing Julie Samantha Kosh	**Lot 34**
	Sophie Edwards representing Yanek Johnny Bogusz	**Lot 43**
	Sophie Edwards representing Jennifer Phung	**Lot 88**
	Sophie Edwards representing Amanda Dawn Tuner	**Lot 94**
	Sophie Edwards representing Sunny Soni	**Lot 110**
	Sophie Edwards representing Chen Zhang	**Lot 107**
	Sophie Edwards representing Bryce E De Prinse (NF)	**Lot 57**
	Sophie Edwards representing Rae Davies (NF)	**Lot 98**
APOLOGIES:	**Gregory Scott & Evelyn Scott**	**Lot 152**
IN ATTENDANCE:	Rupert Murray-Arthur representing Body Corporate Services Jesse Cheah representing Body Corporate Services Nicola Pearse representing Body Corporate Services	

1. QUORUM:

Members were informed that

1.1 A quorum was not declared to be present for this Annual General Meeting as 22 out of the 236 lot owners were present in person or by proxy which was at least 50% of the total votes or at least 50% of the total lot entitlement.

As only 20 out of 236 lot owners were financial and eligible to vote on ordinary resolutions, any ordinary resolution recorded will become interim decisions. However any special resolutions, may still proceed as the non-financial members are permitted to vote.

The decisions set out in these Minutes are interim decisions and these Minutes, forwarded to all members within 14 days of the meeting, constitute Notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting for a Special General Meeting to be held, the decisions become decisions of the Owners Corporation.

NOTE: All resolutions in these Minutes have been carried without dissent unless otherwise noted.

2 CHAIRMAN:

Members resolved unanimously

2.1 That Jesse Cheah be appointed to chair the meeting.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

3 MINUTES:

Members resolved unanimously

3.1 To adopt the Minutes of the last Annual General Meeting of the Owners Corporation held Thursday 06 February 2020 and confirm these as a true record and account of the decisions made at that meeting.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

4. INSURANCES:

Members resolved unanimously

4.1 To adopt the current insurance cover for with CHU/CommunitySure. The last valuation was performed on Wednesday 06 March 2019.

4.2 Not to appoint a valuer to prepare a valuation report for insurance purposes.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0028234	CHU/CommunitySure	25 May 2021	Damage (i.e. Building) Policy	$54,900,000
HU0028234	CHU/CommunitySure	25 May 2021	Property, Death and Injury (Public Liability)	30000000
HU0028234	CHU/CommunitySure	25 May 2021	Voluntary Workers Insurance	300000/3000
HU0028234	CHU/CommunitySure	25 May 2021	Fidelity Guarantee Insurance	250000
HU0028234	CHU/CommunitySure	25 May 2021	Office Bearers Liability Insurance	5000000
HU0028234	CHU/CommunitySure	25 May 2021	Machinery Breakdown Insurance	100000
HU0028234	CHU/CommunitySure	25 May 2021	Government Audit Costs	25000
HU0028234	CHU/CommunitySure	25 May 2021	Appeal Expenses	100000
HU0028234	CHU/CommunitySure	25 May 2021	Legal Defense Expenses	50000
HU0028234	CHU/CommunitySure	25 May 2021	Lot Owner's Fixtures and Improvements	250000
HU0028234	CHU/CommunitySure	25 May 2021	Flood	SELECTED
HU0028234	CHU/CommunitySure	25 May 2021	Loss of Rent	$8,235,000
HU0028234	CHU/CommunitySure	25 May 2021	Common Area Contents	$549,000
HU0028234	CHU/CommunitySure	25 May 2021	Building Catastrophe	$8,235,000
TOTAL PREMIUM:				**$38,780.01**

Motion Passed. **Yes 20** **No 0** **Abstain 0**

5. REPORTS:

Members resolved unanimously

5.1 To receive the Committee Report (see attached).

5.2 To receive the Manager's Report.

5.3 To receive the Dispute Resolution Report/Arrears Waiver of Interest Report.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

6. AUDITOR:

Members resolved unanimously

6.1 That empowered the incoming Committee to appoint an auditor.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

7. FINANCIAL STATEMENTS:

Members resolved unanimously

7.1 To adopt the financial statements for the period from 1 December 2019 to 31 December 2019 which report total members' funds of $60,813.67 as noted in the Notice of meeting.

7.2 To adopt the financial statements for the period ending 31 December 2020 which report total members' funds of $53,418.21 as noted in the Notice of meeting.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

8. BUDGET:

Members resolved by simply majority

8.1 That the Administration Fund projected estimated receipts and payments of **$173,976.00** (incl GST) and the Maintenance Fund projected estimated receipts and payments of **$33,00.00** (incl GST) be adopted for the period commencing 1 January 2021.

Motion Passed. **Yes 17** **No 3** **Abstain 0**

9. FEES:

Members resolved by simply majority

9.1 That fees be set in accordance with Section 23 (1) of the Owners Corporation Act 2006 at $173,976.00 (Incl GST) towards the Administration Fund and $33,000.00 (incl GST) towards the Maintenance Fund, to commence on 1 January 2021, and;

9.2 That the fees be paid in advance in quarterly instalments, the first such instalment being due on 1 January 2021 and subsequent instalments being due on the first day of April 2021, July 2021 and October 2021 and will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a general meeting, and;

9.3 That any revenue from the embedded network be credited into the Administration Fund.

9.4 That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy, then the Owners Corporation Manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

Motion Passed. **Yes 17** **No 3** **Abstain 0**

10. ENGAGEMENT OF CONTRACTORS:

Members resolved unanimously

10.1 The Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

11. PENALTY INTEREST:

Members resolved by simply majority

11.1 To charge interest at the penalty rate as set by the relevant courts that may fluctuate from time to time but is currently set at 10%:

An Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest payable under the ***Penalty Interest Rates Act 1983****.*

Motion Passed. **Yes 19** **No 1** **Abstain 0**

12. DEBT RECOVERY:

Members resolved unanimously

12.1 That the Manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrear, and;

12.2 That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;

12.3 That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the *Owners Corporation legislation* or the rules of the Owners Corporation, and;

12.4 The Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - title searches, key issue / recovery, attendance to record searches or other incidentals.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

13. ESSENTIAL SAFETY:

Members resolved unanimously

13.1 That the Owners Corporation will review its mandatory responsibility in accordance with the ***Victorian Building Regulations*** & ***OHS Act*** in relation to the fire services, safety and risk management.

13.2 That the Owners Corporation elects the Committee to ensure the essential service items are attended to in accordance with the ***Building Code of Australia***.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

14. OWNERS CORPORATION INSURANCE POLICY EXCESS:

Members resolved unanimously

14.1 The Owners Corporation will on-charge the insurance excess specified in the current policy to the lot owner who makes an insurance claim under the Owners Corporation's building insurance policy.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

15. USE OF COMMON SEAL

Members resolved unanimously

15.1 That the Manager advised the common seal of the Owners Corporation had been affixed to the following documents since the last Annual General Meeting;

• OC Certificate for prospective vendors

Motion Passed. **Yes 20** **No 0** **Abstain 0**

16. COMMITTEE:

Members resolved unanimously

16.1 That the number of members on the Committee be 7.

That the following being either members of the Owners Corporate or proxies for members are elected as members of the new Committee:

Members: Sophie Emma Edwards
Yanek Johnny Bogusz
Shane Lachlan Robison Crozier
Tanya Ham
Frances Milici
Ebony Alexa Cordina
Kylie Jayne Oberin

16.2 That the incoming Committee be empowered to elect the Chairperson of the Owners Corporation;

16.3 That the incoming Committee be empowered to elect the Secretary of the Owners Corporation;

16.4 That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated in accordance with the Owners Corporation legislation;

16.5 That the Committee also serve as the Grievance Committee.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

17. CONFIRMATION OF LEVY PAID:

Members resolved by simply majority

17.1 That the Owners Corporation to on-charge an invoice of $45.32 to the respective lot owners for each and every statement of account on the confirmation of levy being paid.

17.2 That the Owners Corporation to on-charge invoices incurred by the Owners Corporation for any telephone and/or email enquiries on the confirmation of levy being paid. Rate will be every 6 minutes block on an hourly rate of $226.60 as in accordance to the OC Management Contract.

Motion Passed. **Yes 19** **No 1** **Abstain 0**

18. GENERAL BUSINESS:

Debt Recovery

Members present were being informed that the last Committee decided not to issue any lawyer demand letters and/or VCAT application for lot owners in arrears after taking into consideration of the pandemic. Moving forward, full debt recovery procedures will be in place.

19. NEXT MEETING

Members resolved unanimously

To empower the incoming Committee to set the date and time for the the next Annual General Meeting.

Motion Passed. **Yes 20** **No 0** **Abstain 0**

20. CLOSE:

20.1 As there was no further business the meeting was declared closed at 6:43 pm.

REPORT FROM THE COMMITTEES

PS616846G OC1, OC2, OC4

THANKYOU

TO THE COMMITTEE MEMBERS & LOT OWNERS WHO ASSISTED IN 2020

Thankyou to Committee members and other the Lot Owners who volunteered their time and knowledge over the past year to assist with managing our buildings

Committee

Andrew Rogers
Frances Milici
Jenny Vu
Yanek Bogusz
Tom Au
Tanya Ham
Shane Crozier
Kristian Jenkins (sold property)
Ros Mitchell (resigned)

Volunteer Lot Owners

Sunni Soni
Daniel May
Amanda Turner
Carol Davies

All Lot Owners who provided access to their Lots for Cladding Safe Victoria (CSV) Inspections

With thanks, from

Sophie Edwards *Chair OC1 + OC2*

Kylie Oberin *Chair OC4*

Key Achievements in 2020

- ESM Works Completed for Building Notices Issued in 2019
- Security
- Cladding
- Financial Management
- Temporary Signage for Covid-19
- Providing access to contractors during Covid-19
- Liaising with contractors to scope works
- Managing Community Facebook Page
- Coordinating Community Events

A NOTE ABOUT OUR SUBDIVISION



Please note that the Owners Corporation manages only the Common Areas
Issues within a Lot are the responsibility of the Lot Owner.
Under the Owners Corporation Act , the Owners Corporation **can not pay for works that are the responsibility of the lot owner.**

PS616846G is registered as a multiple Owners Corporation with Land Victoria.

All Lot Owners are members of two Owners Corporations.

Each OC has its own AGM, Budget & Levies.

OC1 - unlimited OC that applies to the entire subdivision (yellow line)

- All Lot owners are members of OC1
- OC1 manages things that apply to the whole subdivision
  - Insurance
  - Embedded network
  - 44 – 48 Carpark

OC2, OC3 OC4 - Building OCs

- Each lot owner also belongs to a Building OC
- OC2 - Buildings & grounds for 44 & 46 Eucalyptus Drive
- OC3 - Building & grounds for 48
- OC4 – Building & grounds for 50- Eucalyptus Drive & 12 Crefden Street

KEY ACHIEVEMENTS IN 2020

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- Range of works to ESM (fire safety) systems to remove 2 building notices
- Additional works to fix leaking fire hydrant system

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- Procurement and installation of signage in carparks and buildings (44 and 46)
- Replacement of broken CCTV recorder
- Repairs to Carpark gate

Cladding

- Legal advice on subdivision plan as it related to cladding and warranty
- Engagement of fire engineer consultant
- Meetings & Site visits with Cladding Safe Victoria (CSV), Maribyrnong Council and Fire Engineers
- Due diligence inspections by CSV
- CSV funding approved for 2 buildings (decisions on other buildings pending)

Finance Review

- Establishment of Finance subcommittee
- Work with BCS to review status of bank accounts, tax returns, gst and embedded network income
- Close monitoring of expenditure and management of budget to **avoid raising a Special Levy** to fund unbudgeted works including:
  - ESM works for building notices
  - Fire engineer for cladding
  - Legal advice for cladding
  - Fire hydrant works

Community

- Growth of Facebook Community page (www.facebook.com/groups/CrefdenEucalyptus)
- 3 community events - Coffee @ the Sangla & Co.

CLADDING UPDATE

CSV is taking a building by building approach

For OC2

- Building B (44 Eucalyptus, Hampstead Rd side) has been approved for funding, with the other three buildings awaiting decision.

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Things to note:

CSV funding will only cover cladding remediation works.

- Any building defects / issues discovered once cladding is OC will need to be fixed by the OC **at our cost** before new cladding is put in place.

CSV may reimburse fire engineering costs we have paid to date

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CSV will work with Council to remove the Building Notices once the works are completed.

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- Once approval has been given, and Council building permits are obtained, then works will commence. Only government approved builders are able to tender for the works.

- CSV expect this process will take between 8 – 11 months before works are complete.

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Each year the OC manager works with the committee to prepare the budgets with all of the expected costs for the following year.

Some costs are based on what was spent the previous year. Others are based on quotes for works that we know will need to be done.

Levies are the amount each Lot owner has to pay to raise the total amount of money in the budget.

The amount you pay is based on lot liability (your lot liability is in your Section 32).

To calculate the levies the budget is divided by the total lot liabilities for the whole OC to give $x per lot liability.

This amount is then multiplied by each lot's Lot Liability to give the annual levy amount,

Your Levy = (Budget / Total Lot Liability) x Your Lot Liability

BUDGET AND LEVIES

Increases to Levies

Our levies have not increased much over the past 10 years, and we pay less than neighbouring apartment complexes.

In 2020, there was an increase that was mainly due to

- Insurance paid in November 2019 rose from $40,000 to $80,000
- For the first time, we raised a maintenance levy (sink fund) of $30,000 for OC1. This is required under the OC Act.
- The committee seriously considered raising a Special Levy in 2020 due to a number of unbudgeted costs. Due to COVID-19 they worked hard to manage the budget and bank accounts to avoid that.

For 2021

- Insurance has remained at approx. $80,000 per year for 2021 (OC1)
- OC2 and OC4 have no funds in the Maintenance / Sink Fund. With potential costs due to cladding, and the age of the buildings meaning more repairs, **a Maintenance Levy is strongly recommended.**
- Cleaning and caretaking has been reviewed, due to concerns raised with the current cleaner, and caretaking not being part of the current contract. Volunteer Committee members and owners have stepped up and provided some caretaking services **UNPAID** during lockdown, and while working from home but this cannot continue.
- Depending on requirements with cladding, a Special Levy may still be required in 2021 or 2022.

Body Corporate Services (VIC) Pty Limited
ABN: 35 079 654 103
50 Camberwell Road Hawthorn East Victoria 3123
www.bcssm.com.au
bcs_hawthorn@bcssm.com.au
Ph: 03 9938 8550
Fax: 03 9616 1698

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. 616846G2
ADDRESS OF THE OWNERS CORPORATION: 44-46 Eucalyptus Drive Maidstone 3012

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of Owners Corporation Plan No. 616846G1 was held on **Wednesday, 5 May 2021** at **Treacy Centre, 126 The Avenue, Parkville VIC 3052.** The meeting commenced at 6:45 PM.	
PRESENT:	**Sophie Emma Edwards** **Doreen Chew** **Tom Au** **Shane Lachlan Robison Crozier** **Tanya Ham**	**Lot 11** **Lot 65** **Lot 66** **Lot 71** **Lot 85**
PRESENT BY PROXY:	**Jesse Cheah representing Sumith Oglama** **Sophie Edwards representing Spomenka Mrnjaus** **Sophie Edwards representing Mathew James Trutch** **Sophie Edwards representing Julie Samantha Kosh** **Sophie Edwards representing Yanek Johnny Bogusz** **Sophie Edwards representing Bryce E De Prinse**	**Lot 1** **Lot 6** **Lot 13** **Lot 34** **Lot 43** **Lot 57**
APOLOGIES:	**Nil**	
IN ATTENDANCE:	Rupert Murray-Arthur representing Body Corporate Services Jesse Cheah representing Body Corporate Services Nicola Pearse representing Body Corporate Services	

1. QUORUM:

Members were informed that

1.1 A quorum was not declared to be present for this Annual General Meeting as 11 out of the 87 lot owners were present in person or by proxy which was at least 50% of the total votes or at least 50% of the total lot entitlement.

As only 11 out of 87 lot owners were financial and eligible to vote on ordinary resolutions, any ordinary resolution recorded will become interim decisions. However any special resolutions, may still proceed as the non-financial members are permitted to vote.

The decisions set out in these Minutes are interim decisions and these Minutes, forwarded to all members within 14 days of the meeting, constitute Notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting for a Special General Meeting to be held, the decisions become decisions of the Owners Corporation.

NOTE: All resolutions in these Minutes have been carried without dissent unless otherwise noted.

2 CHAIRMAN:

Members resolved unanimously

2.1 That Rupert Murray-Arthur be appointed to chair the meeting.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

3 MINUTES:

Members resolved unanimously

3.1 To adopt the Minutes of the last Annual General Meeting of the Owners Corporation held Thursday 06 February 2020 and confirm these as a true record and account of the decisions made at that meeting.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

4. INSURANCES:

Members resolved unanimously

4.1 To adopt the current insurance cover for with CHU/CommunitySure. The last valuation was performed on Wednesday 06 March 2019.

4.2 Not to appoint a valuer to prepare a valuation report for insurance purposes.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SEE OC 1	CHU/CommunitySure	25 May 2021	Damage (i.e. Building) Policy	54900000
SEE OC 1	CHU/CommunitySure	25 May 2021	Property, Death and Injury (Public Liability)	30000000
SEE OC 1	CHU/CommunitySure	25 May 2021	Voluntary Workers Insurance	300000/3000
SEE OC 1	CHU/CommunitySure	25 May 2021	Fidelity Guarantee Insurance	250000
SEE OC 1	CHU/CommunitySure	25 May 2021	Office Bearers Liability Insurance	5000000
SEE OC 1	CHU/CommunitySure	25 May 2021	Machinery Breakdown Insurance	100000
SEE OC 1	CHU/CommunitySure	25 May 2021	Government Audit Costs	25000
SEE OC 1	CHU/CommunitySure	25 May 2021	Appeal Expenses	100000
SEE OC 1	CHU/CommunitySure	25 May 2021	Legal Defense Expenses	50000
SEE OC 1	CHU/CommunitySure	25 May 2021	Lot Owner's Fixtures and Improvements	250000
SEE OC 1	CHU/CommunitySure	25 May 2021	Flood	SELECTED
SEE OC 1	CHU/CommunitySure	25 May 2021	Loss of Rent	8235000
SEE OC 1	CHU/CommunitySure	25 May 2021	Common Area Contents	549000
SEE OC 1	CHU/CommunitySure	25 May 2021	Building Catastrophe	8235000
TOTAL PREMIUM:				**$0.00**

Motion Passed. **Yes 11** **No 0** **Abstain 0**

5. REPORTS:

Members resolved unanimously

5.1 To receive the Committee Report (see attached)

5.2 To receive the Manager's Report.

5.3 To receive the Dispute Resolution Report/Arrears Waiver of Interest Report.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

6. AUDITOR:

Members resolved unanimously

6.1 That empowered the incoming Committee to appoint an auditor.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

7. FINANCIAL STATEMENTS:

Members resolved unanimously

7.1 To adopt the financial statements for the period from 1 December 2019 to 31 December 2019 which report total members' funds of $81,951.19 as noted in the Notice of meeting.

7.2 To adopt the financial statements for the period ending 31 December 2020 which report total members' funds of $31,133.55 as noted in the Notice of meeting.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

8. BUDGET:

Members resolved unanimously

8.1 That the Administration Fund projected estimated receipts and payments of $79,530.00 (incl GST) and the Maintenance Fund projected estimated receipts and payments of $22,000.00 (incl GST) be adopted for the period commencing 1 January 2021.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

9. FEES:

Members resolved unanimously

9.1 That fees be set in accordance with Section 23 (1) of the Owners Corporation Act 2006 at $79,530.00 (incl GST) towards the Administration Fund and $22,000.00 (incl GST) towards the Maintenance Fund, to commence on 1 January 2021, and;

9.2 That the fees be paid in advance in quarterly instalments, the first such instalment being due on 1 January 2021 and subsequent instalments being due on the first day of April 2021, July 2021 and October 2021 and will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a general meeting, and;

9.3 That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy, then the Owners Corporation Manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

10. ENGAGEMENT OF CONTRACTORS:

Members resolved unanimously

10.1 The Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

11. PENALTY INTEREST:

Members resolved unanimously

11.1 To charge interest at the penalty rate as set by the relevant courts that may fluctuate from time to time but is currently set at 10%:

An Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest payable under the ***Penalty Interest Rates Act 1983****.*

Motion Passed. Yes 11 No 0 Abstain 0

12. DEBT RECOVERY:

Members resolved unanimously

12.1 That the Manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrear, and;

12.2 That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;

12.3 That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the *Owners Corporation legislation* or the rules of the Owners Corporation, and;

12.4 The Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - title searches, key issue / recovery, attendance to record searches or other incidentals.

Motion Passed. Yes 11 No 0 Abstain 0

13. ESSENTIAL SAFETY:

Members resolved unanimously

13.1 That the Owners Corporation will review its mandatory responsibility in accordance with the ***Victorian Building Regulations*** & ***OHS Act*** in relation to the fire services, safety and risk management.

13.2 That the Owners Corporation elects the Committee to ensure the essential service items are attended to in accordance with the ***Building Code of Australia***.

Motion Passed. Yes 11 No 0 Abstain 0

14. OWNERS CORPORATION INSURANCE POLICY EXCESS:

Members resolved unanimously

14.1 The Owners Corporation will on-charge the insurance excess specified in the current policy to the lot owner who makes an insurance claim under the Owners Corporation's building insurance policy.

Motion Passed. Yes 11 No 0 Abstain 0

15. USE OF COMMON SEAL

Members resolved unanimously

15.1 That the Manager advised the common seal of the Owners Corporation had been affixed to the following documents since the last Annual General Meeting;

- Funding Agreement and Direct Deed for Cladding Rectification
- OC Certificate for prospective vendors.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

16. COMMITTEE:

Members resolved unanimously

16.1 That the number of members on the Committee be 5.

That the following being either members of the Owners Corporate or proxies for members are elected as members of the new Committee:

Members: Sophie Emma Edwards
Yanek Johnny Bogusz
Shane Lachlan Robison Crozier
Tanya Ham
Tom Au

16.2 That the incoming Committee be empowered to elect the Chairperson of the Owners Corporation;

16.3 That the incoming Committee be empowered to elect the Secretary of the Owners Corporation;

16.4 That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated in accordance with the Owners Corporation legislation;

16.5 That the Committee also serve as the Grievance Committee.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

17. CONFIRMATION OF LEVY PAID:

Members resolved unanimously

17.1 That the Owners Corporation to on-charge an invoice of $45.32 to the respective lot owners for each and every statement of account on the confirmation of levy being paid.

17.2 That the Owners Corporation to on-charge invoices incurred by the Owners Corporation for any telephone and/or email enquiries on the confirmation of levy being paid. Rate will be every 6 minutes block on an hourly rate of $226.60 as in accordance to the OC Management Contract.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

18. GENERAL BUSINESS:

Debt Recovery

Members present were being informed that the last Committee decided not to issue any lawyer demand letters and/or VCAT application for lot owners in arrears after taking into consideration of the pandemic. Moving forward, full debt recovery procedures will be in place.

19. NEXT MEETING

Members resolved unanimously

To empower the incoming Committee to set the date and time for the the next Annual General Meeting.

Motion Passed. **Yes 11** **No 0** **Abstain 0**

20. CLOSE:

20.1 As there was no further business the meeting was declared closed at 7:40 pm.

REPORT FROM THE COMMITTEES

PS616846G OC1, OC2, OC4

THANKYOU

TO THE COMMITTEE MEMBERS & LOT OWNERS WHO ASSISTED IN 2020

Thankyou to Committee members and other the Lot Owners who volunteered their time and knowledge over the past year to assist with managing our buildings

Committee

Andrew Rogers
Frances Milici
Jenny Vu
Yanek Bogusz
Tom Au
Tanya Ham
Shane Crozier
Kristian Jenkins (sold property)
Ros Mitchell (resigned)

Volunteer Lot Owners

Sunni Soni
Daniel May
Amanda Turner
Carol Davies

All Lot Owners who provided access to their Lots for Cladding Safe Victoria (CSV) Inspections

With thanks, from

Sophie Edwards *Chair OC1 + OC2*

Kylie Oberin *Chair OC4*

Key Achievements in 2020

- ESM Works Completed for Building Notices Issued in 2019
- Security
- Cladding
- Financial Management
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OWNERS CORPORATION CERTIFICATE

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

As at 29th June 2021

1. OWNERS CORPORATION DETAILS

Plan Number:	616846G1
Address of Plan:	44 Eucalyptus Drive Maidstone Victoria 3012
Lot Number this statement relates to:	33
Unit Number this statement relates to:	33/44
Postal Address	Level 14, 575 Bourke Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor:	Wei Ming Hioe
Postal Address for Lot 33	253/83 Whiteman Street Southbank Victoria 3006
Person requesting Certificate:	WEI MING HIOE
E-mail:	anton.hioe@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 33

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 33 are **$1,086.00 per annum incl. GST** commencing on 1 January 2021. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/2021 – 31/03/2021	$239.88	01/01/2021	Issued
01/04/2021 – 30/06/2021	$239.88	01/04/2021	Issued
01/07/2021 – 30/09/2021	$303.12	01/07/2021	Issued
01/10/2021 – 31/12/2021	$303.12	01/10/2021	To be Issued

MAINTENANCE FUND

The annual maintenance levy fees for Lot 33 are **$206.00 per annum incl. GST** commencing on 1 January 2021. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/2021 – 31/03/2021	$46.82	01/01/2021	Issued
01/04/2021 – 30/06/2021	$46.82	01/04/2021	Issued
01/07/2021 – 30/09/2021	$56.18	01/07/2021	Issued
01/10/2021 – 31/12/2021	$56.18	01/10/2021	To be Issued

4. CURRENT LEVY POSITION FOR LOT 33

Fund	Balance	Paid To
Administrative	$0.00	30 September 2021
Maintenance Fund	$0.00	30 September 2021
BALANCE	**$0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 33.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 33 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 29 June 2021:

TOTAL FUNDS HELD AS AT 29 JUNE 2021 **$71,971.07**

8. INSURANCE

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

Policy	
Policy No.	HU0028234
Expiry Date	25-November-2021
Insurance Company	CHU/CommunitySure
Broker	Body Corporate Brokers
Premium	41286.17

Cover Type	**Amount of Cover**
Appeal Expenses	$100,000
Building Catastrophe	$8,235,000
Common Area Contents	$549,000
Damage (i.e. Building) Policy	$54,900,000
Fidelity Guarantee Insurance	$250,000
Flood	Selected
Government Audit Costs	$25,000
Legal Defense Expenses	$100,000
Loss of Rent	$8,235,000
Lot Owner's Fixtures and Improvements	$250,000
Machinery Breakdown Insurance	$100,000
Office Bearers Liability Insurance	$5,000,000
Property, Death and Injury (Public Liability)	$30,000,000
Voluntary Workers Insurance	$300,000/$3,000

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 not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
26/11/2019	Body Corporate Services (VIC) Pty Ltd		Current	Signed Strata Management Agreement

13. NOTICES OR ORDERS

An audit of cladding has been conducted by VBA in December 2019. The Owners Corporation has received the audit report and Building Notice from City of Maribyrnong on the cladding issue. The Owners Corporation is currently in discussion with Cladding Safety Victoria and other government authorities on the remedial works for the cladding.

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35 079 654 103
Address of Manager:	Level 14, 575 Bourke Street Melbourne Victoria 3000
Telephone:	03 9616 1699
Facsimile:	03 9616 1698
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Owners Corporation No. ,
Plan No. 616846G1, 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.

OWNERS CORPORATION No. 616846G1 The Common Seal of

Common Seal
of Owners Corporation

Registered Manager

Full name: Noelle Burden/ET
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

29/06/2021

Date

ABN: 66202089500
44 Eucalyptus Drive
Maidstone Victoria 3012

Accounts: 1300 880 227
Enquiries: 03 9616 1699
Body Corporate Services (VIC) Pty Ltd

29th June 2021

Dear WEI MING HIOE

Re: OWNERS CORPORATION CERTIFICATE - LOT 33, PLAN NO. 616846G1

In response to your request, we now attach an Owners Corporation Certificate for Lot 33 in Plan No. 616846G1 dated 29th 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 bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Noelle Burden/ET
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

29/06/2021

Date

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OWNERS CORPORATION CERTIFICATE

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

As at 29th June 2021

1. OWNERS CORPORATION DETAILS

Plan Number:	616846G2
Address of Plan:	44-46 Eucalyptus Drive Maidstone Victoria 3012
Lot Number this statement relates to:	33
Unit Number this statement relates to:	33/44
Postal Address	Level 14, 575 Bourke Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor:	Wei Ming Hioe
Postal Address for Lot 33	253/83 Whiteman Street Southbank Victoria 3006
Person requesting Certificate:	WEI MING HIOE
E-mail:	anton.hioe@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 33

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 33 are **$932.20 per annum incl. GST** commencing on 1 January 2021. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/2021 – 31/03/2021	$170.58	01/01/2021	Issued
01/04/2021 – 30/06/2021	$170.58	01/04/2021	Issued
01/07/2021 – 30/09/2021	$295.52	01/07/2021	Issued
01/10/2021 – 31/12/2021	$295.52	01/10/2021	To be Issued

MAINTENANCE FUND

The annual maintenance levy fees for Lot 33 are **$257.88 per annum incl. GST** commencing on 1 January 2021. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/2021 – 31/03/2021	$0.00	01/01/2021	Issued
01/04/2021 – 30/06/2021	$0.00	01/04/2021	Issued
01/07/2021 – 30/09/2021	$128.94	01/07/2021	Issued
01/10/2021 – 31/12/2021	$128.94	01/10/2021	To be Issued

4. CURRENT LEVY POSITION FOR LOT 33

Fund	Balance	Paid To
Administrative	$0.00	30 June 2021
Maintenance Fund	$1.27 DR	30 June 2021
BALANCE	**$1.27 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 33.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 33 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 29 June 2021:

TOTAL FUNDS HELD AS AT 29 JUNE 2021 **$23,648.50**

8. INSURANCE

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

Policy	
Policy No.	see OC 1
Expiry Date	25-November-2021
Insurance Company	CHU/CommunitySure
Broker	Body Corporate Brokers
Premium	0.00

Cover Type	**Amount of Cover**
Building Catastrophe	$8,235,000
Common Area Contents	$549,000
Damage (i.e. Building) Policy	$54,900,000
Fidelity Guarantee Insurance	$250,000
Flood	Selected
Loss of Rent	$8,235,000
Machinery Breakdown Insurance	$100,000
Office Bearers Liability Insurance	$5,000,000
Property, Death and Injury (Public Liability)	$30,000,000
Voluntary Workers Insurance	$300,000/$3,000

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 not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
26/11/2019	Body Corporate Services (VIC) Pty Ltd		Current	MANAGEMENT AGREEMENT

13. NOTICES OR ORDERS

An audit of cladding has been conducted by VBA in December 2019. The Owners Corporation has received the audit report and Building Notice from City of Maribyrnong on the cladding issue. The Owners Corporation is currently in discussion with Cladding Safety Victoria and other government authorities on the remedial works for the cladding.

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35 079 654 103
Address of Manager:	Level 14, 575 Bourke Street Melbourne Victoria 3000
Telephone:	03 9616 1699
Facsimile:	03 9616 1698
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Owners Corporation No. ,
Plan No. 616846G2, 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.

OWNERS CORPORATION No. 616846G2 The Common Seal of

Common Seal
of Owners Corporation

Registered Manager

Full name: Noelle Burden/ET
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

29/06/2021

Date

ABN: 34733410978
44-46 Eucalyptus Drive
Maidstone Victoria 3012

Accounts: 1300 880 227
Enquiries: 03 9616 1699
Body Corporate Services (VIC) Pty Ltd

29th June 2021

Dear WEI MING HIOE

Re: OWNERS CORPORATION CERTIFICATE - LOT 33, PLAN NO. 616846G2

In response to your request, we now attach an Owners Corporation Certificate for Lot 33 in Plan No. 616846G2 dated 29th 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.

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Yours faithfully

Registered Manager

Full name: Noelle Burden/ET
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

29/06/2021



Date

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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