

# Contract of Sale of Land

**Property:**

**Unit GF, 12 Marine Parade,  
St Kilda VIC 3182**

**BST Legal**  
Suite GF-3, 245 St Kilda Road  
ST KILDA VIC 3182  
Tel: 03 8592 6403  
Fax: 03 8640 0601  
Ref: TB:232588

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:**

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



Efim Kuznetsov

18, 03, 2024

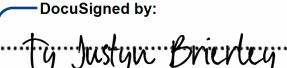
on 18/03/2024

State nature of authority, if applicable:

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

DocuSigned by:

**SIGNED BY THE VENDOR:**



Ty Justyn Brierley

18 March 2024

AB67F29E9E174AD

on 18/03/2024

Print names(s) of person(s) signing: Ty Justyn Brierley

State nature of authority, if applicable:

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

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## Particulars of Sale

### Vendor's estate agent

Name: Atria Real Estate  
 Address: 407 Bay Street, Brighton, Victoria, 3186  
 Email: Simone@atriarealestate.com.au  
 Tel: 03 8680 9421 Mob: 0403 857 266 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### Vendor

Name: Ty Justyn Brierley  
 Address: \_\_\_\_\_  
 ABN/ACN: \_\_\_\_\_  
 Email: \_\_\_\_\_

### Vendor's legal practitioner or conveyancer

Name: BST Legal  
 Address: Suite GF-3, 245 St Kilda Road, St Kilda VIC 3182  
 Email: ty@bstlegal.com.au  
 Tel: 03 8592 6403 Mob: \_\_\_\_\_ Fax: 03 8640 0601 Ref: 232588

### Purchaser's estate agent

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### Purchaser

Name: EFIM KVENETSOV  
 Address: 1, 3 TRINITY COURT BENTLEIGH EAST  
 ABN/ACN: \_\_\_\_\_  
 Email: jekvarya@gmail.com

### Purchaser's legal practitioner or conveyancer

Name: INNA SEGAL CONVEYANCER  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Mob: 0415 990 377 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12227	Folio 682	GF PS 743082B

The land includes all improvements and fixtures.

### Property address

The address of the land is: Unit GF, 12 Marine Parade, St Kilda VIC 3182

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

Any amendments or clarification of the above is to be handwritten below and signed by all parties.

DS

TB

E.K.

**Payment**

Price

\$ 450,000

Deposit

\$ 22,500 by 19/03/24 (of which

Balance

\$ 427,500 payable at settlement

Deposit bond

E.K.

TB

has been paid)

 General condition 15 applies only if the box is checked**Bank guarantee** General condition 16 applies only if the box is checked**GST (general condition 19)**

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

 GST (if any) must be paid in addition to the price if the box is checked This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked This sale is a sale of a 'going concern' if the box is checked The margin scheme will be used to calculate GST if the box is checked**Settlement (general conditions 17 & 26.2)**

is due on

Wednesday 17 April 2024.

TB

**Lease (general condition 5.1)** At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to VACANT POSSESSION**Terms contract (general condition 30)** This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)**Loan (general condition 20)** This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report** General condition 21 applies only if the box is checked**Pest report** General condition 22 applies only if the box is checked

# Special Conditions

## 1. The following General Conditions are deleted:

- 1.1. General Condition 9
- 1.2. General Condition 12
- 1.3. General Condition 13
- 1.4. General Condition 15
- 1.5. General Condition 16
- 1.6. General Condition 23.2 (b)
- 1.7. General Conditions 27.3(a) (b) (c)
- 1.8. General Conditions 27.4(a) (b) (c)

## 2. The following General Conditions are amended:

- 2.1. General Condition 33. Replace 2% with 4%.

## 3. Severability

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

## 4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- 4.1. In its present condition and state of repair;
- 4.2. Subject to all defects latent and patent;
- 4.3. Subject to any infestations and dilapidation;
- 4.4. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 4.5. Subject to any non-compliance, that is disclosed herein, with the Local Government Act, the Building Act or any Regulation under those Acts in respect of any building on the land.

## 5. Adjustments

- 5.1. The purchaser shall be required to produce to the vendor within 7 days from the date of settlement, certificates showing the outstanding balances of council, water, owners corporation and land tax.

# 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.

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

**8. SERVICES**

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

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**11. RELEASE OF SECURITY INTEREST**

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

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

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## 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:

- settlement;
- the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- 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:

- "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
- "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:

- settlement;
- the date that is 45 days before the bank guarantee expires;
- the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- 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:

- the purchaser must pay the balance; and
- the vendor must:
  - do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - 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 lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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## 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.

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## GUARANTEE FOR CORPORATE PURCHASER

The guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

### EXECUTED AS A DEED ON

**SIGNED SEALED DELIVERED** by )  
the guarantor in the presence of: )

Signature

Signature of Witness

Full name of guarantor

Print Name of Witness

**SIGNED SEALED DELIVERED** by )  
the guarantor in the presence of: )

Signature

Signature of Witness

Full name of guarantor

Print Name of Witness

# Vendor Statement

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

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

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

Land

UNIT GF, 12 MARINE PARADE, ST KILDA VIC 3182

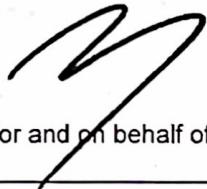
Vendor's name

Ty Justyn Brierley

Date

13 December 2023

Vendor's signature



For and on behalf of the vendor by BST Legal

Purchaser's name

Efim Ruznerov

Date

18/03/2024

Purchaser's signature



Purchaser's name

Date

/ /

Purchaser's signature



## 1. FINANCIAL MATTERS

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

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

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Are contained in the attached certificates and/or statements

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

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

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:  
NIL
- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:  
NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

## 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.

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

Page 1 of 2

VOLUME 12227 FOLIO 682

Security no : 124107299112J  
Produced 02/07/2023 01:52 PM**LAND DESCRIPTION**

Lot GF on Plan of Subdivision 743082B.

**PARENT TITLES :**

Volume 08447 Folio 395	to Volume 08447 Folio 396	
Volume 08447 Folio 398	to Volume 08447 Folio 414	
Volume 08447 Folio 416	to Volume 08447 Folio 425	
Volume 08447 Folio 428	to Volume 08447 Folio 433	
Volume 08447 Folio 435	to Volume 08447 Folio 438	
Volume 08447 Folio 440	to Volume 08447 Folio 441	
Volume 08447 Folio 443	to Volume 08447 Folio 448	
Volume 08447 Folio 450		
Volume 08447 Folio 452	to Volume 08447 Folio 459	
Volume 08447 Folio 461	to Volume 08447 Folio 467	
Volume 08447 Folio 469	to Volume 08447 Folio 478	
Volume 08447 Folio 480	to Volume 08447 Folio 481	
Volume 08447 Folio 483	to Volume 08447 Folio 493	
Volume 08447 Folio 496	Volume 08740 Folio 522	Volume 09347 Folio 348
Volume 09377 Folio 850	Volume 09500 Folio 498	Volume 09597 Folio 898
Volume 09666 Folio 108	Volume 10185 Folio 622	Volume 10253 Folio 599
Volume 10265 Folio 251	Volume 10550 Folio 450	Volume 11211 Folio 353
Volume 11309 Folio 908	Volume 11332 Folio 815	Volume 11432 Folio 297
Volume 11626 Folio 093	Volume 12204 Folio 990	

Created by instrument PS743082B 18/06/2020

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

TY JUSTYN BRIERLEY of GROUND FLOOR 12 MARINE PARADE ST KILDA VIC 3182  
PS743082B 18/06/2020**ENCUMBRANCES, CAVEATS AND NOTICES**MORTGAGE AV368926J 24/02/2022  
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AW548397Y 14/02/2023

Caveator

APES WITH WINGS ACN: 137553416

Grounds of Claim

AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

06/12/2022

Estate or Interest

INTEREST AS CHARGEES

Prohibition

UNLESS I/WE CONSENT IN WRITING

Lodged by

BST LEGAL

Notices to

SILVIO SALOM of 1 CHURCH SQUARE ST KILDA VIC 3182

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.

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

Page 2 of 2

**DIAGRAM LOCATION**

SEE PS743082B 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 12 MARINE PARADE ST KILDA VIC 3182

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 24/02/2022**OWNERS CORPORATIONS**The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS743082B

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>PS743082B</b>
Number of Pages (excluding this cover sheet)	<b>17</b>
Document Assembled	<b>02/07/2023 13:54</b>

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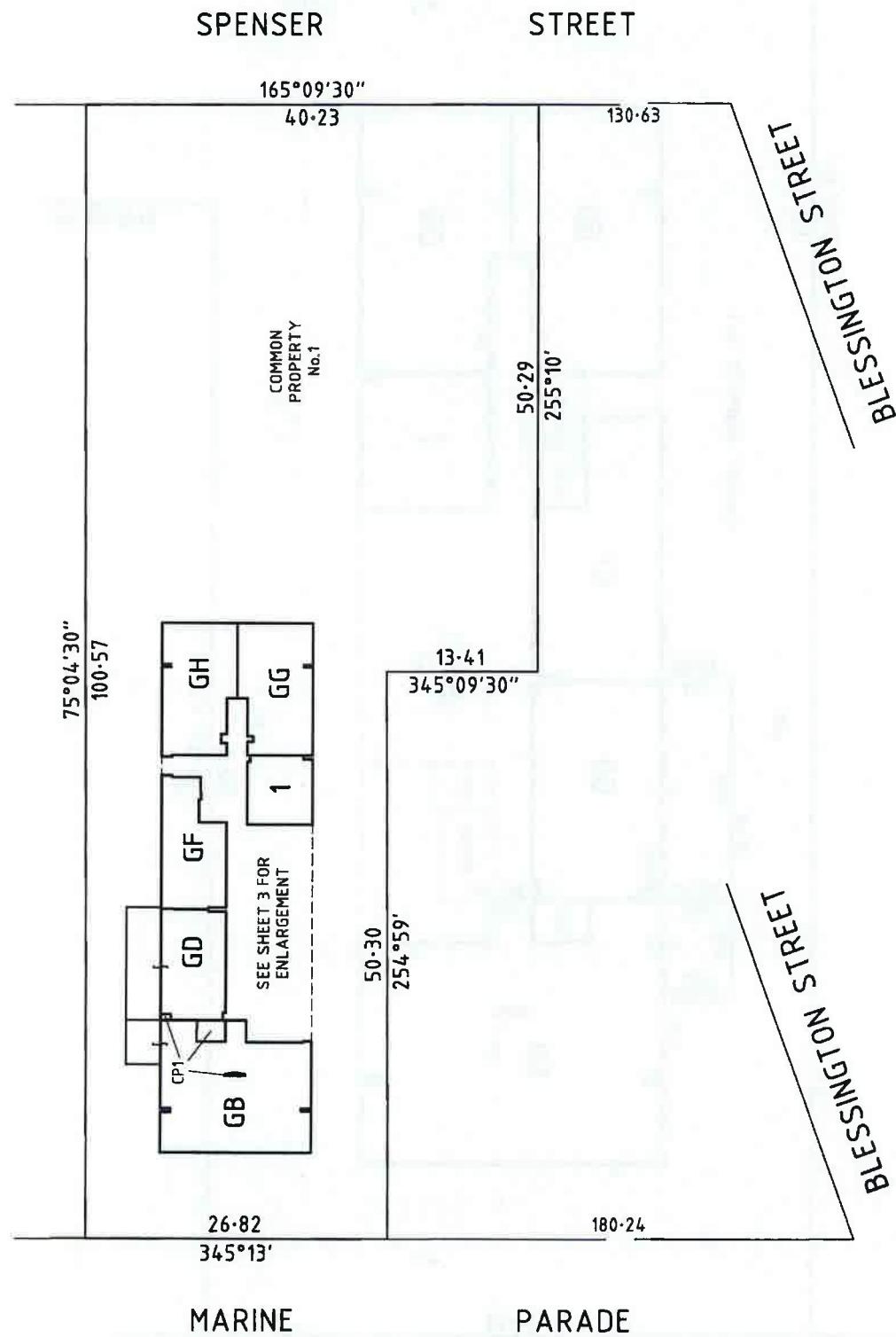
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS 743082 B	
LOCATION OF LAND		COUNCIL NAME: CITY OF PORT PHILLIP		
<p><b>Parish :</b> MELBOURNE SOUTH</p> <p><b>Township :</b> at ST KILDA</p> <p><b>Section :</b> -</p> <p><b>Crown Allotments :</b> 70 (PART) &amp; 71 (PART)</p> <p><b>Crown Portion :</b> -</p> <p><b>Title References :</b> V.8447 F.395, 396, 398-414, 416-425, 428-433, 435-438, 440, 441, 443-448, 450, 452-459, 461-478, 480, 481, 483-494, 496; V.8740 F.522; V.9347 F.348; V.9377 F.850; V.9500 F.49B; V.9597 F.898; V.9666 F.108; V.10185 F.622; V.10253 F.599; V.10265 F.251; V.10550 F.450; V.11211 F.353; V.11309 F.908; V.11332 F.815; V.11432 F.297</p> <p><b>Last Plan Reference :</b> LP54820; LP144784; CP156631</p> <p><b>Postal Address :</b> 12 MARINE PARADE (at time of subdivision) ST KILDA VIC 3182</p> <p><b>MGA Co-ordinates</b> (of approx. centre of land in plan) E 322 065      ZONE : 55 N 5 806 665</p>				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
<p><b>DEPTH LIMITATION:</b> Does not apply.</p> <p><b>Survey :</b> THIS PLAN IS NOT BASED ON SURVEY.</p> <p><b>Staging :</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. —</p> <p>To be completed where applicable: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No.</p>				
<p>THIS PLAN IS A CONVERSION OF LP54820, LP144784 AND CP156631.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND LIE ALONG THE INTERIOR FACE OF WALLS, FLOORS, CEILINGS AND BALUSTRADES.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1, GB, GD, GF, GH, GG, 1A-1H, 2A-2H, 3A-3H, 4A-4H, 5A-5H, 6A-6H, 7A-7H, 8A-8H, 9A-9H, 10A-10H, 11A-11H &amp; 12A-12H AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS, CEILINGS AND BALUSTRADES WHICH DEFINE BOUNDARIES.</p> <p>ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. NOTE THAT THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.</p> <p>CP1 DENOTES COMMON PROPERTY No.1.</p>				
EASEMENT INFORMATION				
LEGEND: A - APPURtenant EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
<b>CHARTER.</b> <b>KECK CRAMER</b> Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 <a href="http://www.charterkc.com.au">www.charterkc.com.au</a>		SURVEYOR'S REF: J062921 15/02/19		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Nicholas John Moore, Licensed Surveyor, Surveyor's Plan Version (4), 23/12/2019, SPEAR Ref: S151839T		PLAN REGISTERED TIME: 5:01pm DATE: 18/06/20 Assistant Registrar of Titles G Venn

PS 743082 B

## DIAGRAM 1

**GROUND LEVEL & GROUND STOREY**  
SEE SHEET 3 FOR FURTHER DETAILS



SURVEYOR'S REF: J062921

CHAPTER

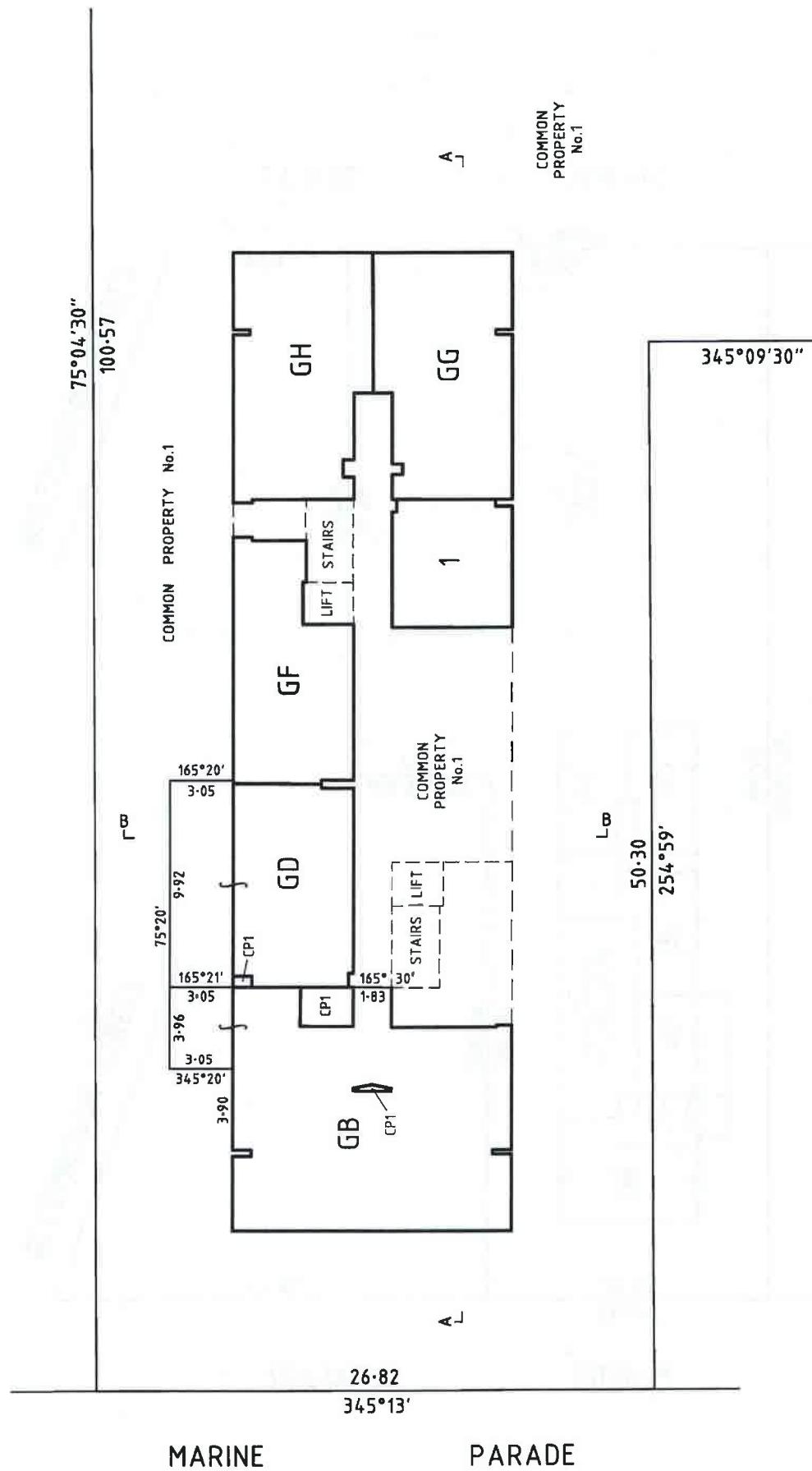
**KECK CRAMER**  
Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 [www.charterkc.com.au](http://www.charterkc.com.au)

<b>SCALE</b>	1:400	4      0      8      16	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
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Surveyor,  
Surveyor's Plan Version (4),  
23/12/2019, SPEAR Ref: S151839T

**DIAGRAM 1 - ENLARGEMENT**  
GROUND LEVEL & GROUND STOREY

PS 743082 B



SURVEYOR'S REF: J062921	SCALE 1:200	2' 0"	4'	8'	ORIGINAL SHEET SIZE: A3	SHEET 3
LENGTHS ARE IN METRES						

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## DIAGRAM 2

### FIRST STOREY

PS 743082 B

75°04'30" 100-57

102

PROPERTY

## COMMON

MARINE

## PARADE

26.82  
345°13'

COMMON  
PROPERTY  
No. 1

345°09'30"

50-30 254°59'

8

10.1

COMMON

SURVEYOR'S REF: J062921

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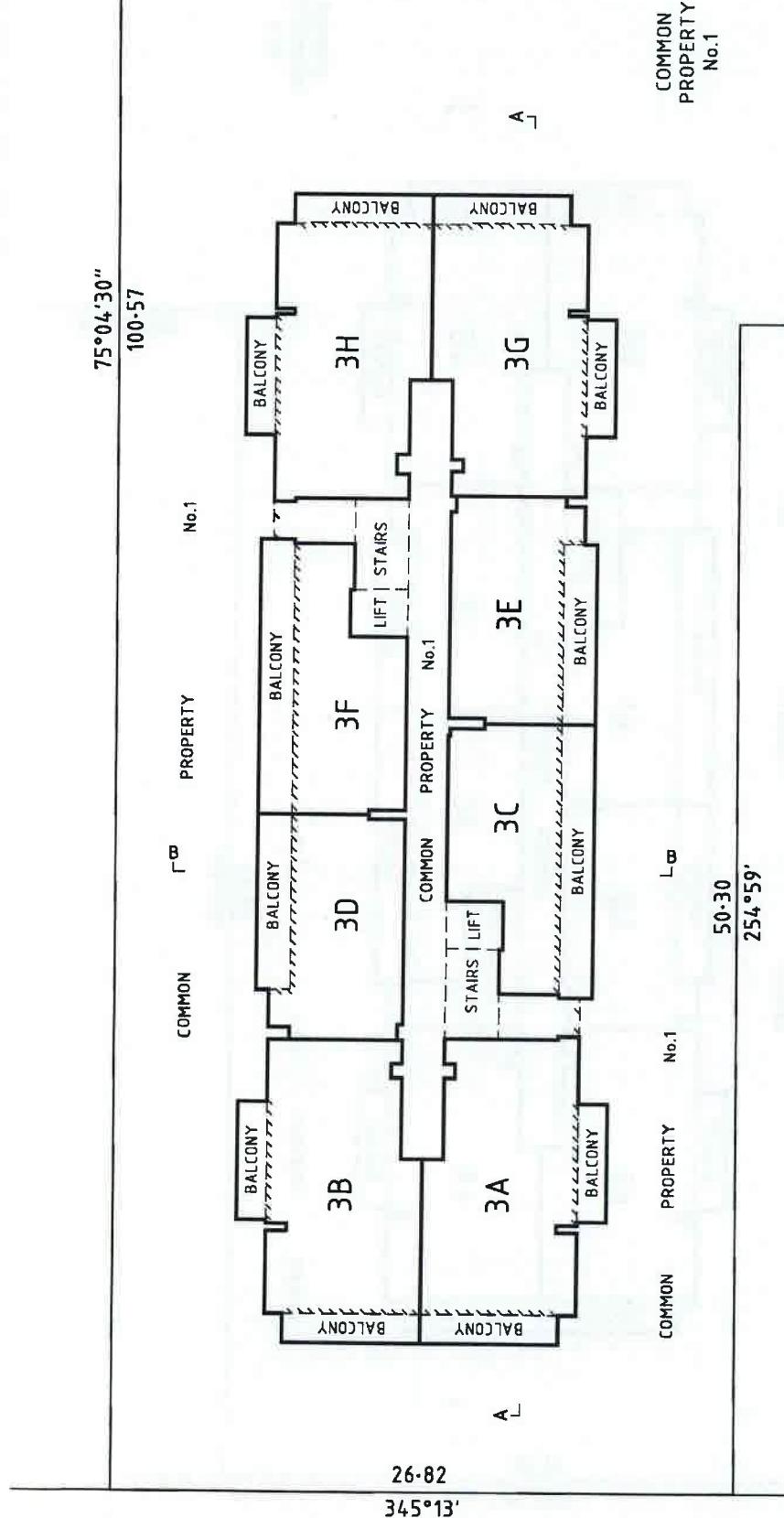


PS / 43082 B

## DIAGRAM 4

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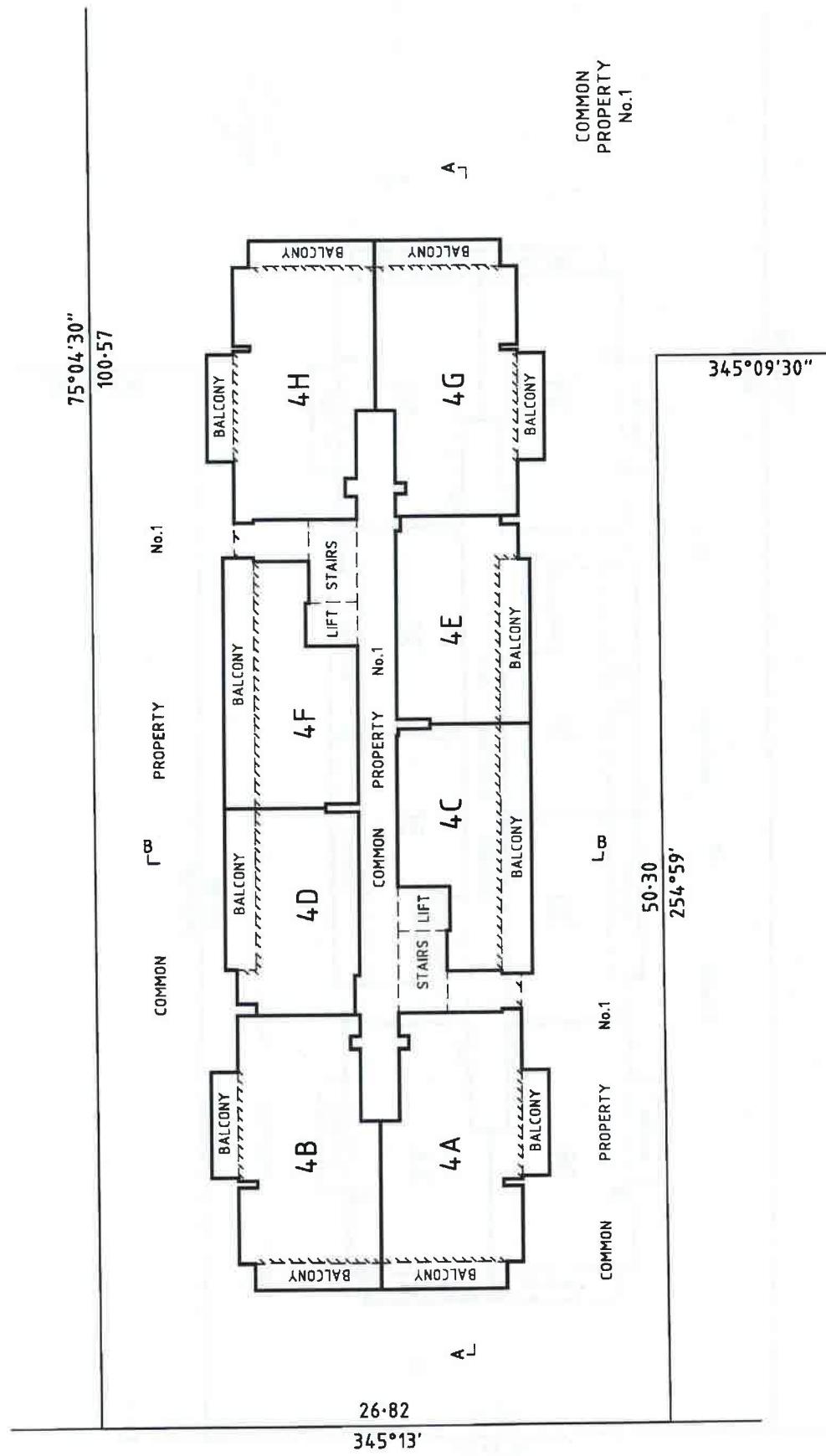
### THIRD STOREY



**MARINE PARADE**

PS 743082 B

**DIAGRAM 5**  
**FOURTH STOREY**

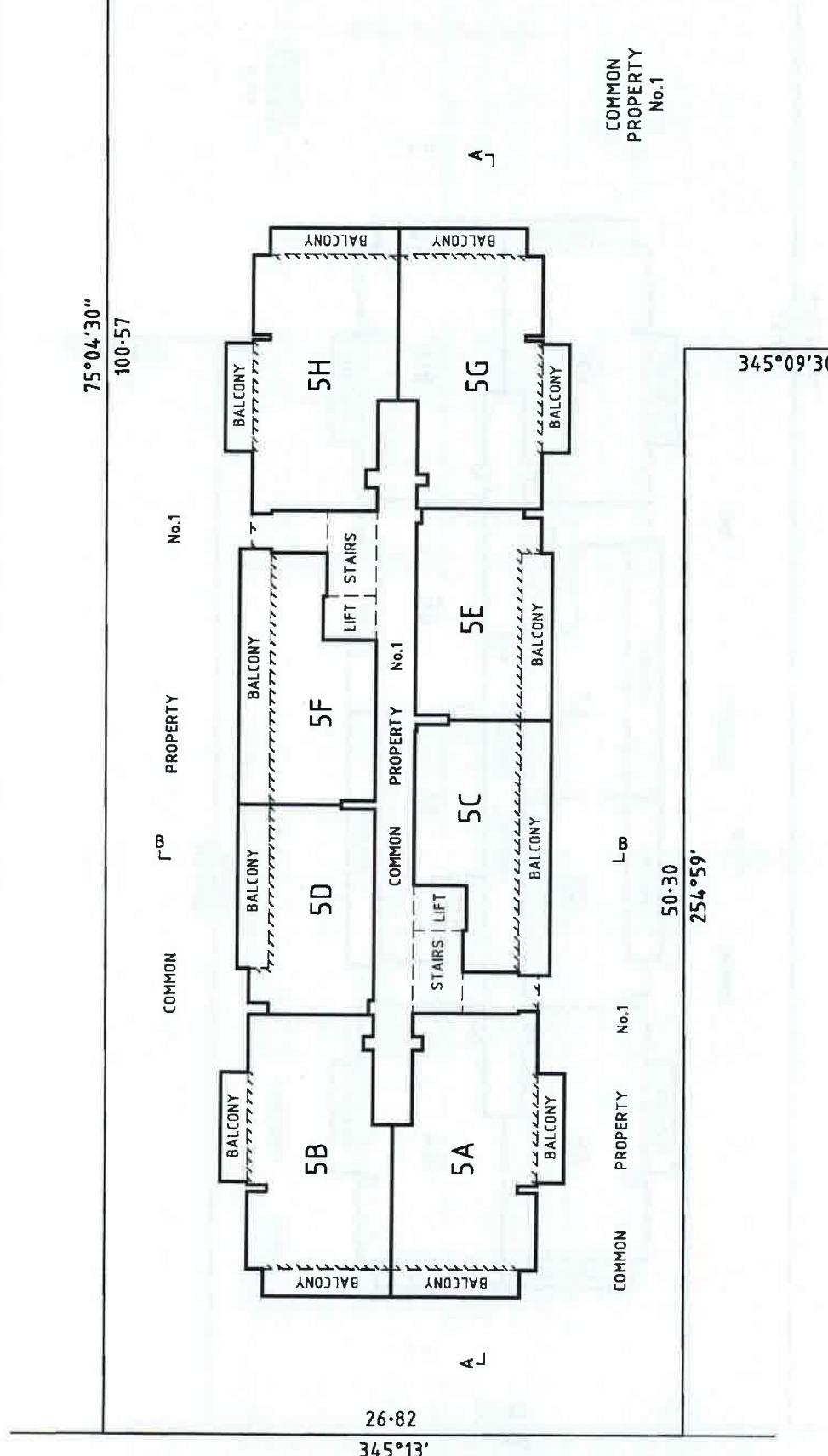


## MARINE PARADE

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SURVEYOR'S REF: J062921		SCALE 1:200		ORIGINAL SHEET SIZE: A3	
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				LENGTHS ARE IN METRES	
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				SHEET 7	

PS 743082 B

## DIAGRAM 6 FIFTH STOREY



## MARINE

## PARADE

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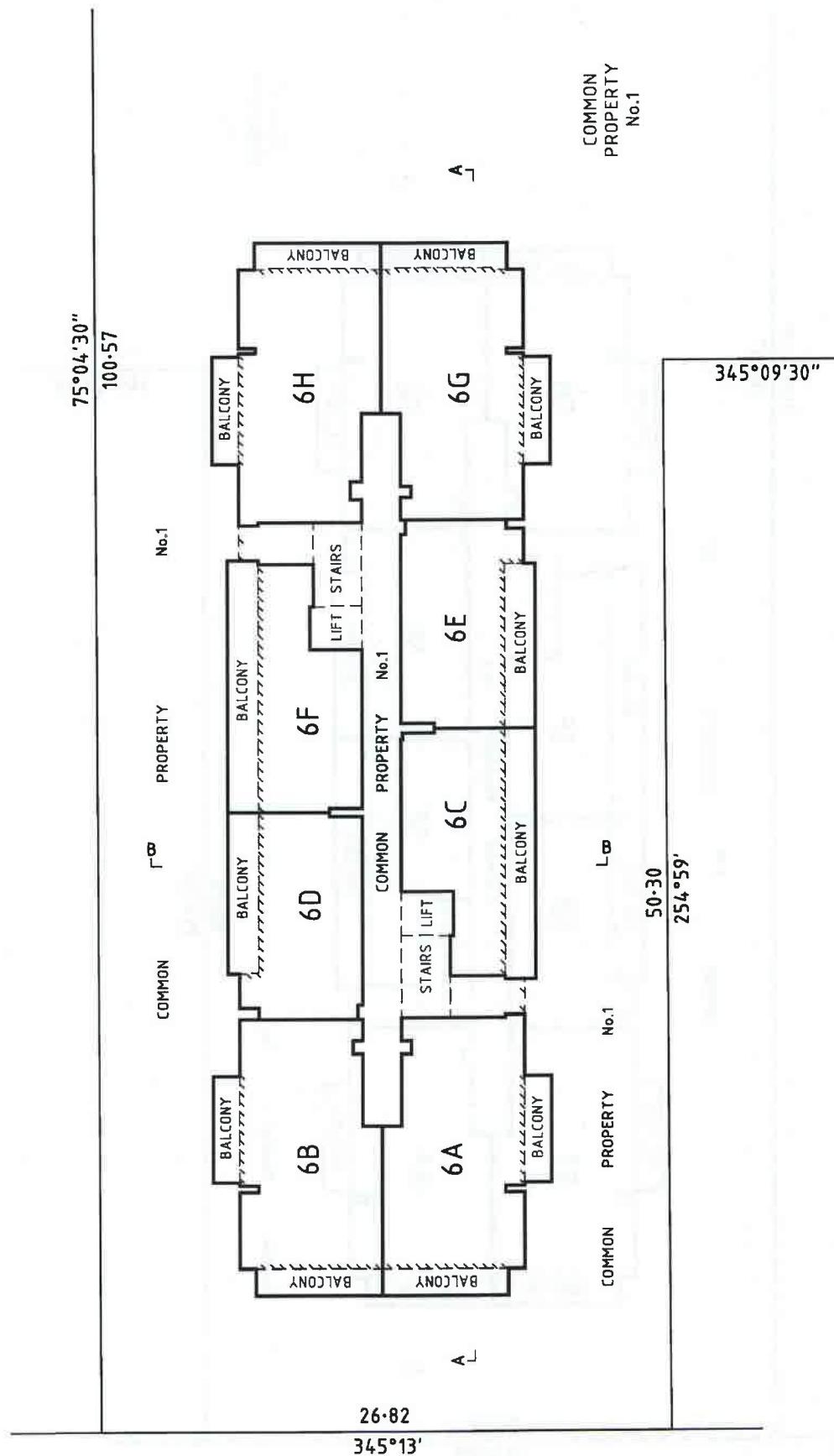
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				Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 <a href="http://www.charterkc.com.au">www.charterkc.com.au</a>	
		SCALE 1:200	2 mmmm	0 mmmm	4 mmmm
		LENGTHS ARE IN METRES			8
					ORIGINAL SHEET SIZE: A3
					SHEET 8

**DIAGRAM 7**  
**SIXTH STOREY**

PS 743082 B



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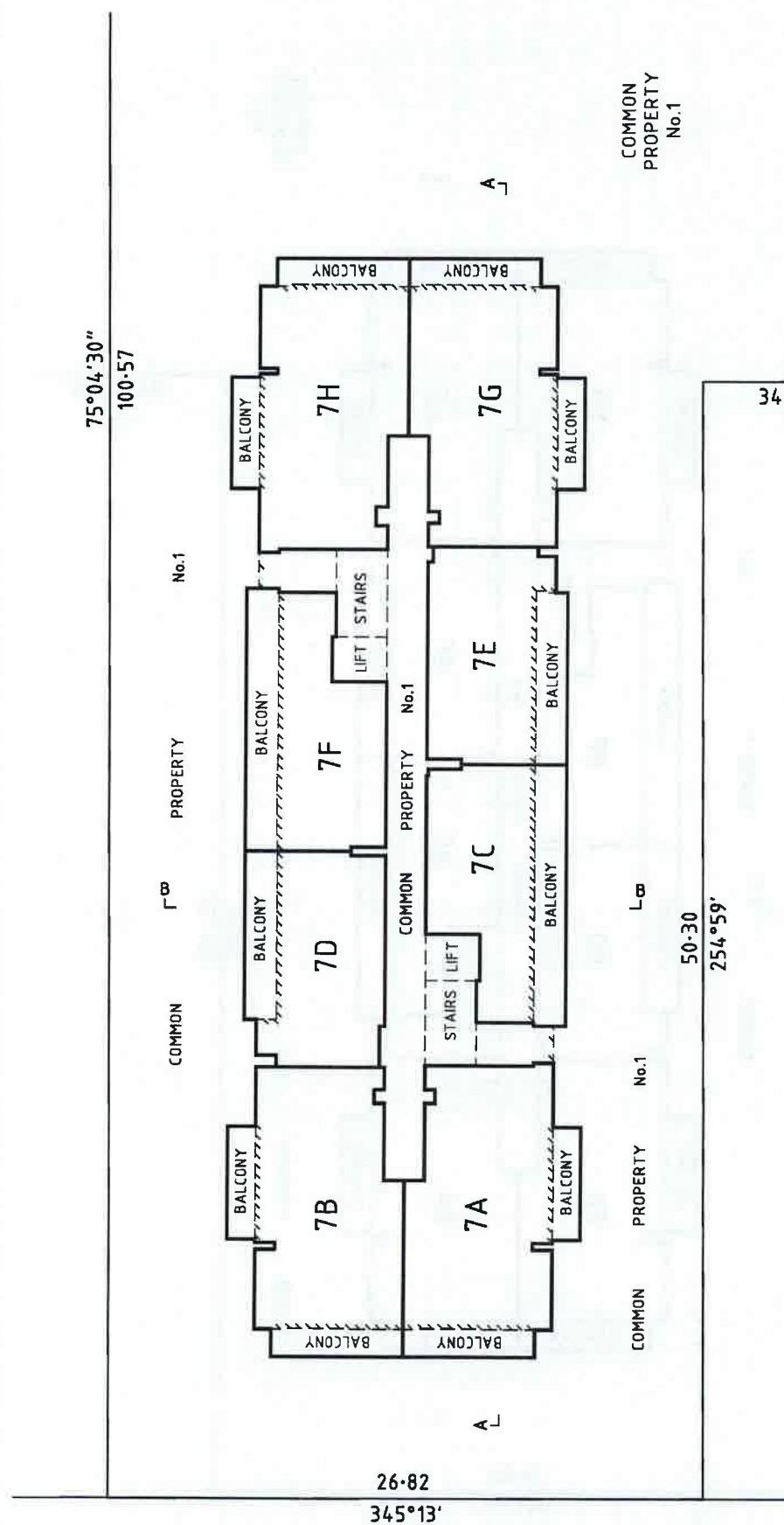
Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 [www.charterkc.com.au](http://www.charterkc.com.au)

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	LENGTHS ARE IN METRES					

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**DIAGRAM 8**  
**SEVENTH STOREY**

PS 743082 B



**MARINE PARADE**

SURVEYOR'S REF: J062921

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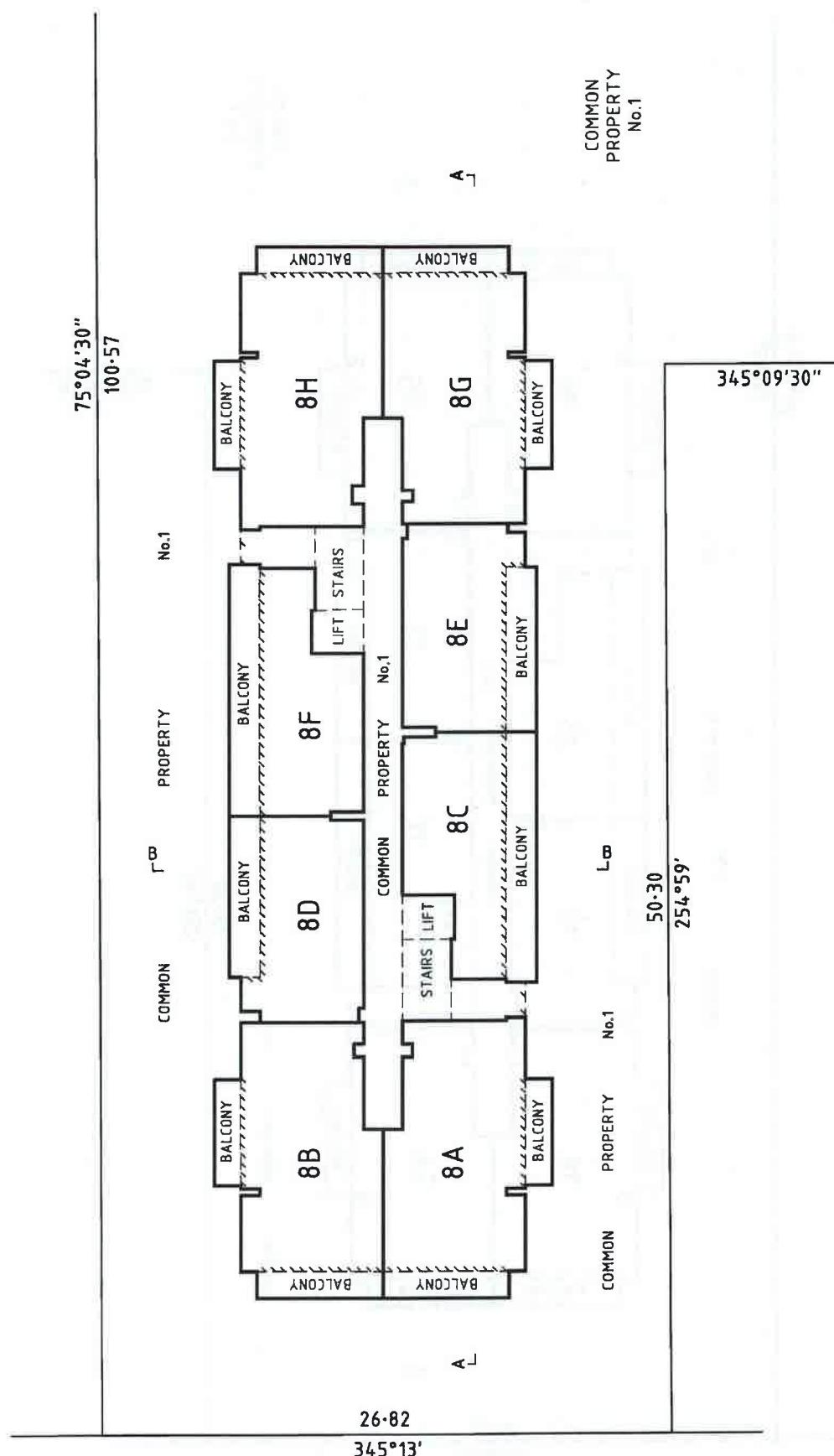
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ORIGINAL SHEET SIZE: A3 SHEET 10

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**DIAGRAM 9**  
**EIGHTH STOREY**

PS 743082 B



## MARINE PARADE

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KECK CRAMER		Level 19/8 Exhibition Street, Melbourne Victoria 3000	
		Telephone 03 8102 8888 <a href="http://www.charterkc.com.au">www.charterkc.com.au</a>	
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		0 mm	8 mm
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		SHEET 11	

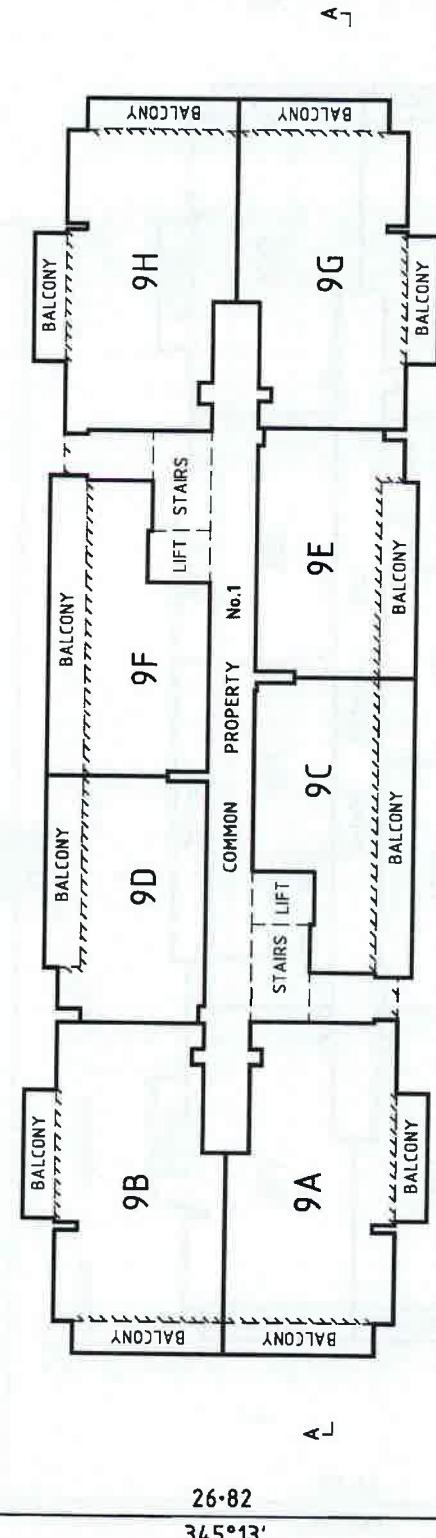
**DIAGRAM 10**  
NINTH STOREY

PS 743082 B

75°04'30"

100-57

COMMON PROPERTY No.1

COMMON PROPERTY  
No.1

345°09'30"

50-30  
254°59'

SURVEYORS REF: J062921

**CHARTER**  
KECK CRAMER

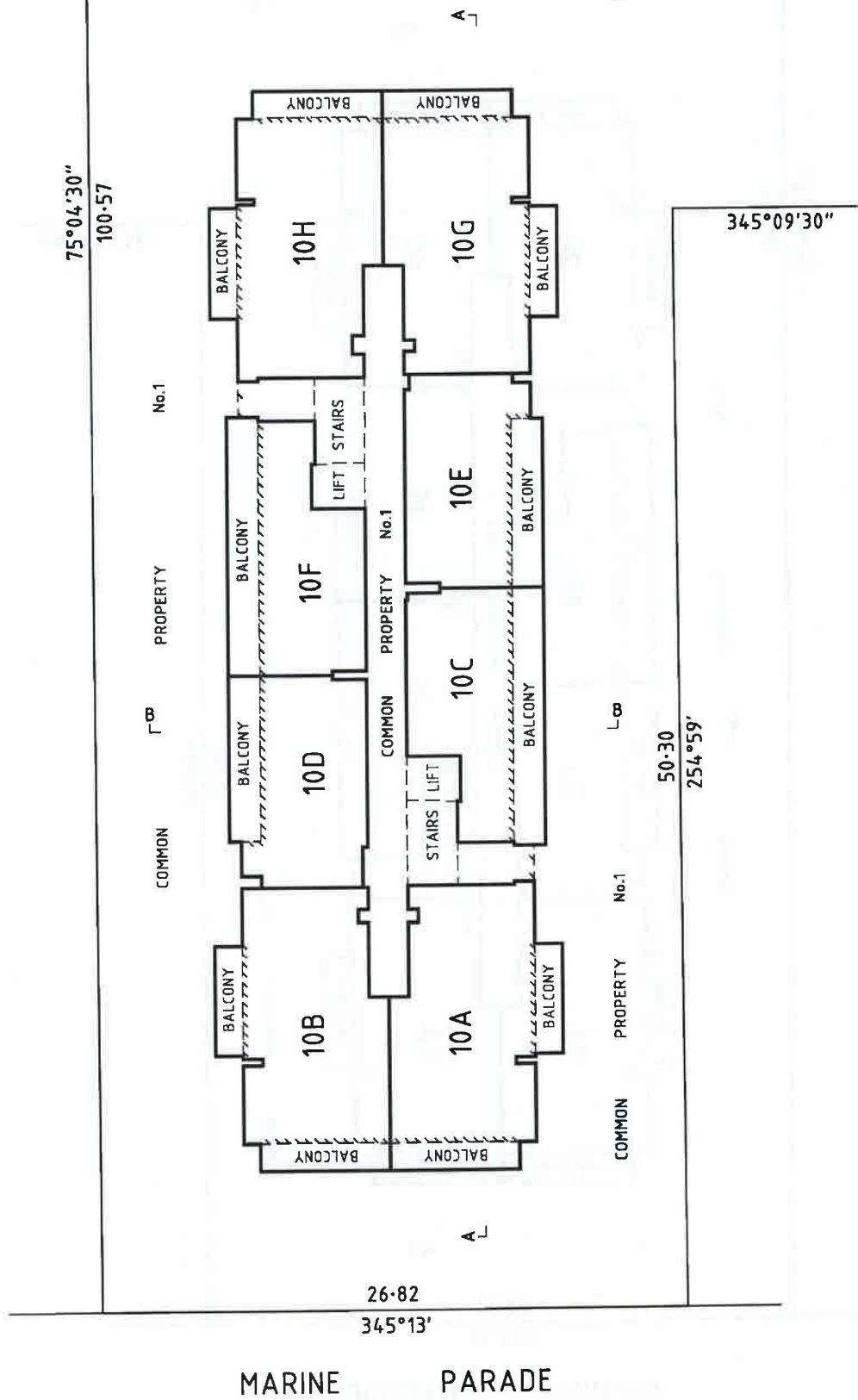
Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE 1:200	2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 12
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Surveyor,  
Surveyor's Plan Version (4),  
23/12/2019, SPEAR Ref: S151839T

DIAGRAM 11  
TENTH STOREY

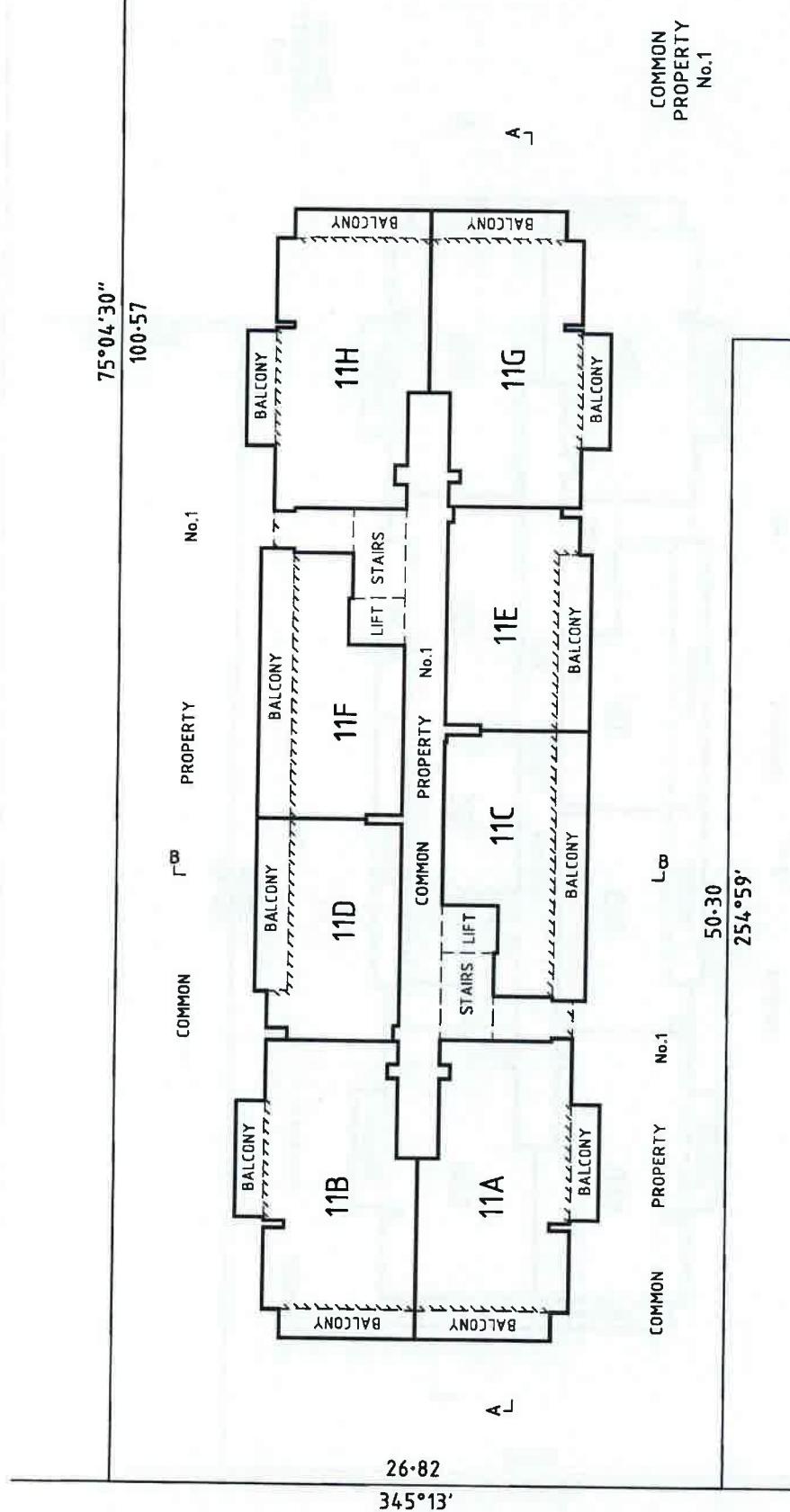
PS 743082 B



MARINE PARADE

## DIAGRAM 12 ELEVENTH STOREY

PS 743082 B



**MARINE PARADE**

**SURVEYOR'S REF:** J062921

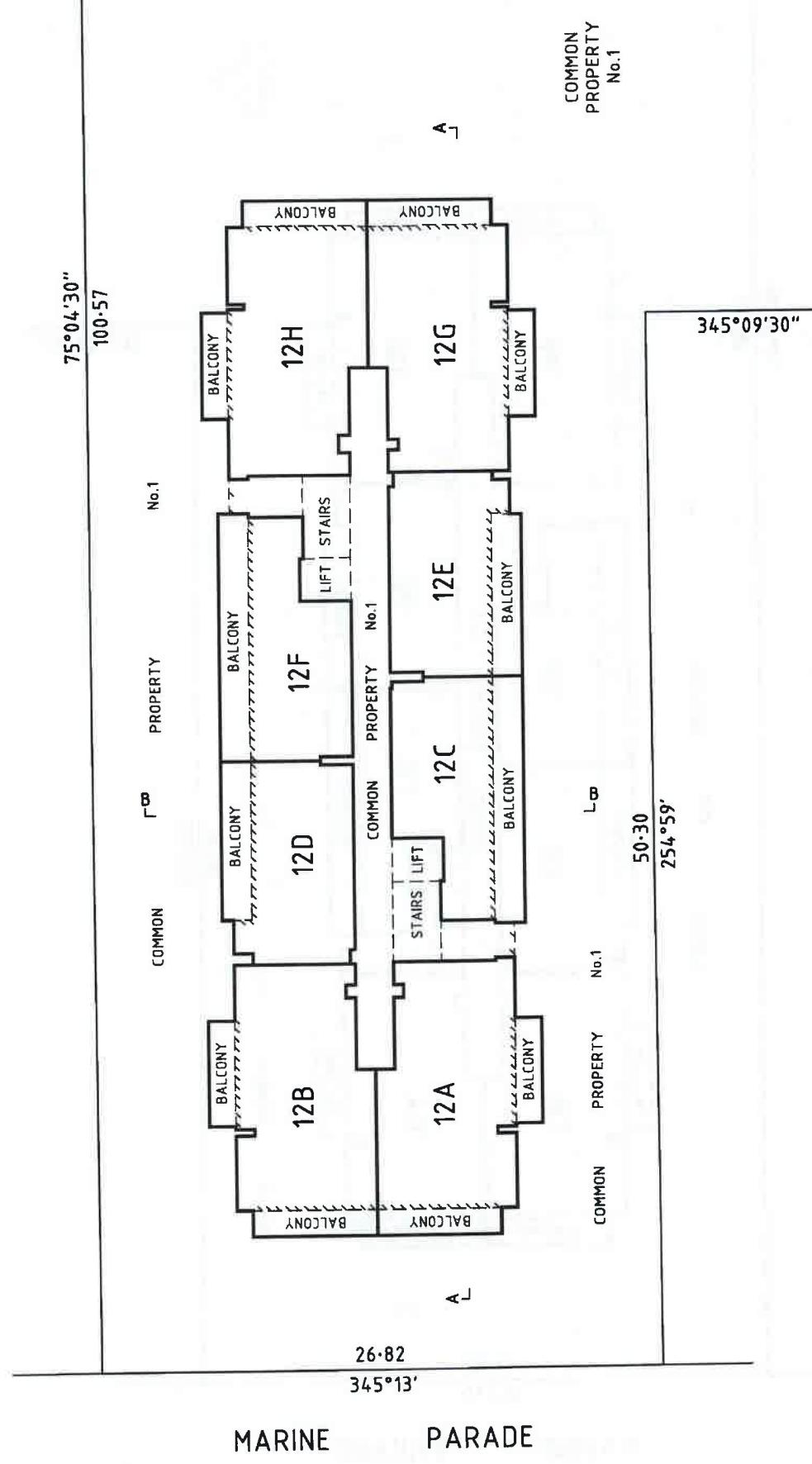
CHAPTER 3.

**KECK CRAMER**  
Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 [www.charterktc.com.au](http://www.charterktc.com.au)

Digitally signed by: Nicholas John Moore, Licensed Surveyor.  
 Surveyor's Plan Version (4),  
 23/12/2019, SPEAR Ref: S151839T  
 LENGTHS ARE IN METRES

## DIAGRAM 13 TWELFTH STOREY

PS 743082 B



## MARINE PARADE

CHARTER.		SURVEYORS REF: J062921	
KECK CRAMER		Level 19/6 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 <a href="http://www.charterkc.com.au">www.charterkc.com.au</a>	
1:200		SCALE	ORIGINAL SHEET SIZE: A3
		2 0 4 8	LENGTHS ARE IN METRES
		Digitally signed by: Nicholas John Moore, Licensed Surveyor, Surveyor's Plan Version (4) 23/12/2019, SPEAR Ref: S151839T	
		SHEET 15	

PS 743082 B

## SECTION A-A

TYPICAL FOR ALL LOTS AT EACH LEVEL  
UNLESS OTHERWISE SHOWN OR NOTED

'B' DENOTES BALCONY

TWELFTH STOREY  
(DIAGRAM 13, SHEET 15)ELEVENTH STOREY  
(DIAGRAM 12, SHEET 14)TENTH STOREY  
(DIAGRAM 11, SHEET 13)NINTH STOREY  
(DIAGRAM 10, SHEET 12)EIGHTH STOREY  
(DIAGRAM 9, SHEET 11)SEVENTH STOREY  
(DIAGRAM 8, SHEET 10)SIXTH STOREY  
(DIAGRAM 7, SHEET 9)FIFTH STOREY  
(DIAGRAM 6, SHEET 8)FOURTH STOREY  
(DIAGRAM 5, SHEET 7)THIRD STOREY  
(DIAGRAM 4, SHEET 6)SECOND STOREY  
(DIAGRAM 3, SHEET 5)FIRST STOREY  
(DIAGRAM 2, SHEET 4)GROUND LEVEL &  
GROUND STOREY  
(DIAGRAM 1, SHEETS 2 & 3)

12 A

11 A

10 A

9 A

8 A

7 A

6 A

5 A

4 A

3 A

2 A

1 A

GB

12 C

11 C

10 C

9 C

8 C

7 C

6 C

5 C

4 C

3 C

2 C

1 C

COMMON

PROPERTY

No.1

12 G

11 G

10 G

9 G

8 G

7 G

6 G

5 G

4 G

3 G

2 G

1 G

No.1  
PROPERTY  
COMMON

1

GG

SITE LEVEL

COMMON

PROPERTY

No.1

SURVEYOR'S REF: J062921

CHARTER.  
KECK CRAMERLevel 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

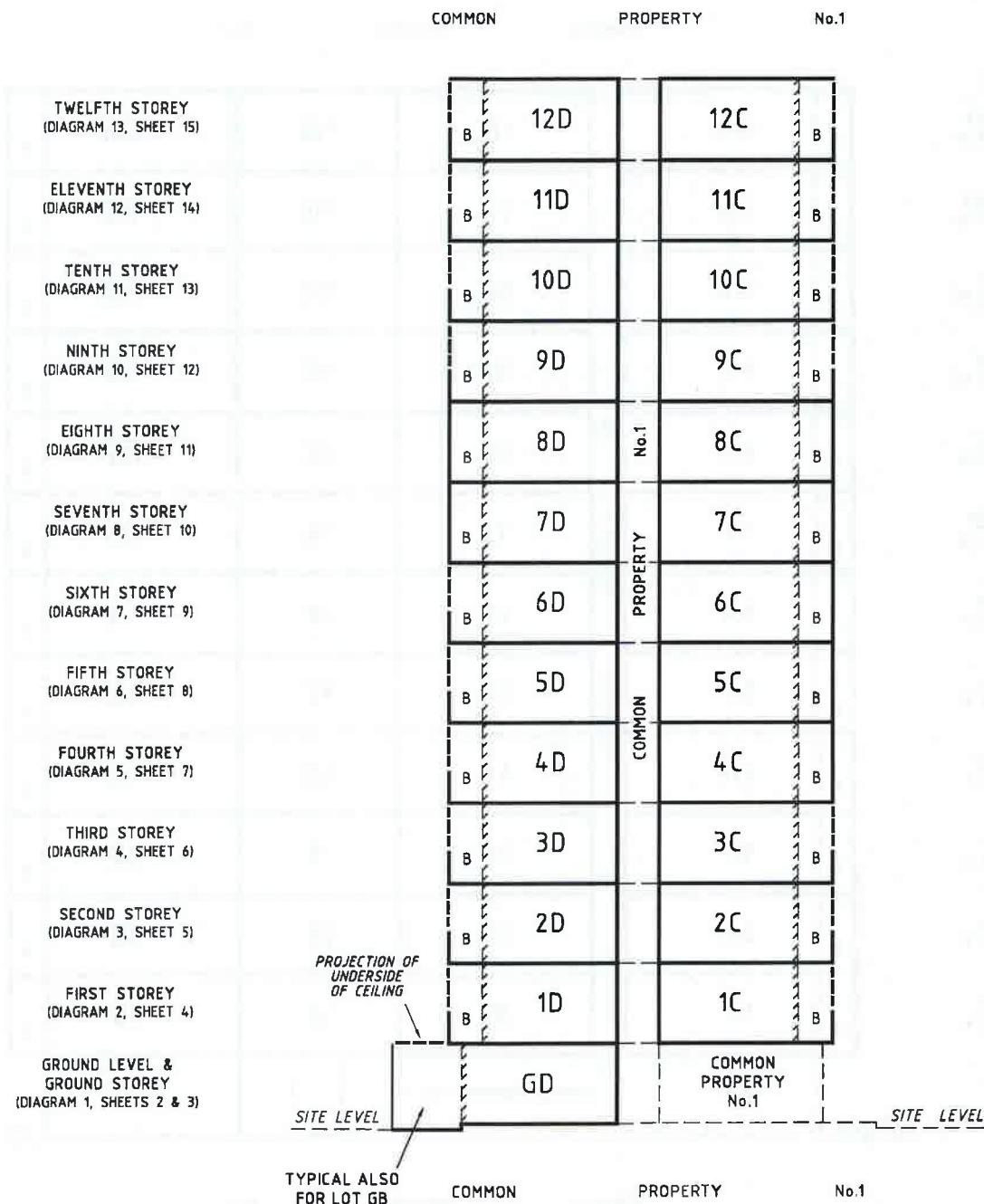
SHEET 16

Digitally signed by: Nicholas John Moore, Licensed  
Surveyor,  
Surveyor's Plan Version (4),  
23/12/2019, SPEAR Ref: S151839T

## SECTION B-B

PS 743082 B

TYPICAL FOR ALL LOTS AT EACH LEVEL  
UNLESS OTHERWISE SHOWN OR NOTED  
'B' DENOTES BALCONY



SURVEYOR'S REF: J062921

SCALE  
—  
NOT TO SCALE  
—  
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 17

**CHARTER.**

KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

Digitally signed by: Nicholas John Moore, Licensed  
Surveyor,  
Surveyor's Plan Version (4),  
23/12/2019, SPEAR Ref: S151839T



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 02/07/2023 01:54:05 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743082B**

The land in PS743082B is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1, 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, GB, GD, GF, GG, GH.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

TIDEWAYS SUITE 1 LEVEL 3 531 TOORAK ROAD TOORAK VIC 3142

OC048145D 18/06/2020

### 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. AW159531R 18/10/2022

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 1A	10	10
Lot 1B	10	10
Lot 1C	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 02/07/2023 01:54:05 PM

OWNERS CORPORATION 1  
PLAN NO. PS743082B

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1D	10	10
Lot 1E	10	10
Lot 1F	10	10
Lot 1G	10	10
Lot 1H	10	10
Lot 2A	10	10
Lot 2B	10	10
Lot 2C	10	10
Lot 2D	10	10
Lot 2E	10	10
Lot 2F	10	10
Lot 2G	10	10
Lot 2H	10	10
Lot 3A	10	10
Lot 3B	10	10
Lot 3C	10	10
Lot 3D	10	10
Lot 3E	10	10
Lot 3F	10	10
Lot 3G	10	10
Lot 3H	10	10
Lot 4A	10	10
Lot 4B	10	10
Lot 4C	10	10
Lot 4D	10	10
Lot 4E	10	10
Lot 4F	10	10
Lot 4G	10	10
Lot 4H	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 02/07/2023 01:54:05 PM

OWNERS CORPORATION 1  
PLAN NO. PS743082B

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5A	10	10
Lot 5B	10	10
Lot 5C	10	10
Lot 5D	10	10
Lot 5E	10	10
Lot 5F	10	10
Lot 5G	10	10
Lot 5H	10	10
Lot 6A	10	10
Lot 6B	10	10
Lot 6C	10	10
Lot 6D	10	10
Lot 6E	10	10
Lot 6F	10	10
Lot 6G	10	10
Lot 6H	10	10
Lot 7A	10	10
Lot 7B	10	10
Lot 7C	10	10
Lot 7D	10	10
Lot 7E	10	10
Lot 7F	10	10
Lot 7G	10	10
Lot 7H	10	10
Lot 8A	10	10
Lot 8B	10	10
Lot 8C	10	10
Lot 8D	10	10
Lot 8E	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 02/07/2023 01:54:05 PM

OWNERS CORPORATION 1  
PLAN NO. PS743082B

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8F	10	10
Lot 8G	10	10
Lot 8H	10	10
Lot 9A	10	10
Lot 9B	10	10
Lot 9C	10	10
Lot 9D	10	10
Lot 9E	10	10
Lot 9F	10	10
Lot 9G	10	10
Lot 9H	10	10
Lot 10A	10	10
Lot 10B	10	10
Lot 10C	10	10
Lot 10D	10	10
Lot 10E	10	10
Lot 10F	10	10
Lot 10G	10	10
Lot 10H	10	10
Lot 11A	10	10
Lot 11B	10	10
Lot 11C	10	10
Lot 11D	10	10
Lot 11E	10	10
Lot 11F	10	10
Lot 11G	10	10
Lot 11H	10	10
Lot 12A	10	10
Lot 12B	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 02/07/2023 01:54:05 PM

OWNERS CORPORATION 1  
PLAN NO. PS743082B

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 12C	10	10
Lot 12D	10	10
Lot 12E	10	10
Lot 12F	10	10
Lot 12G	10	10
Lot 12H	10	10
Lot GB	10	10
Lot GD	10	10
Lot GF	10	10
Lot GG	10	10
Lot GH	10	10
<b>Total</b>	<b>1020.00</b>	<b>1020.00</b>

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

Statement End.

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 November 2023 12:19 PM

## PROPERTY DETAILS

Address:	<b>GF/12 MARINE PARADE ST KILDA 3182</b>
Lot and Plan Number:	<b>Lot GF PS743082</b>
Standard Parcel Identifier (SPI):	<b>GF\PS743082</b>
Local Government Area (Council):	<b>PORT PHILLIP</b>
Council Property Number:	<b>203614</b>
Planning Scheme:	<b>Port Phillip</b>
Directory Reference:	<b>Melway 2P A10</b>
	<a href="http://Planning Scheme - Port Phillip">Planning Scheme - Port Phillip</a>

## UTILITIES

Rural Water Corporation:	<b>Southern Rural Water</b>
Melbourne Water Retailer:	<b>South East Water</b>
Melbourne Water:	<b>Inside drainage boundary</b>
Power Distributor:	<b>UNITED ENERGY</b>

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **ALBERT PARK**

## OTHER

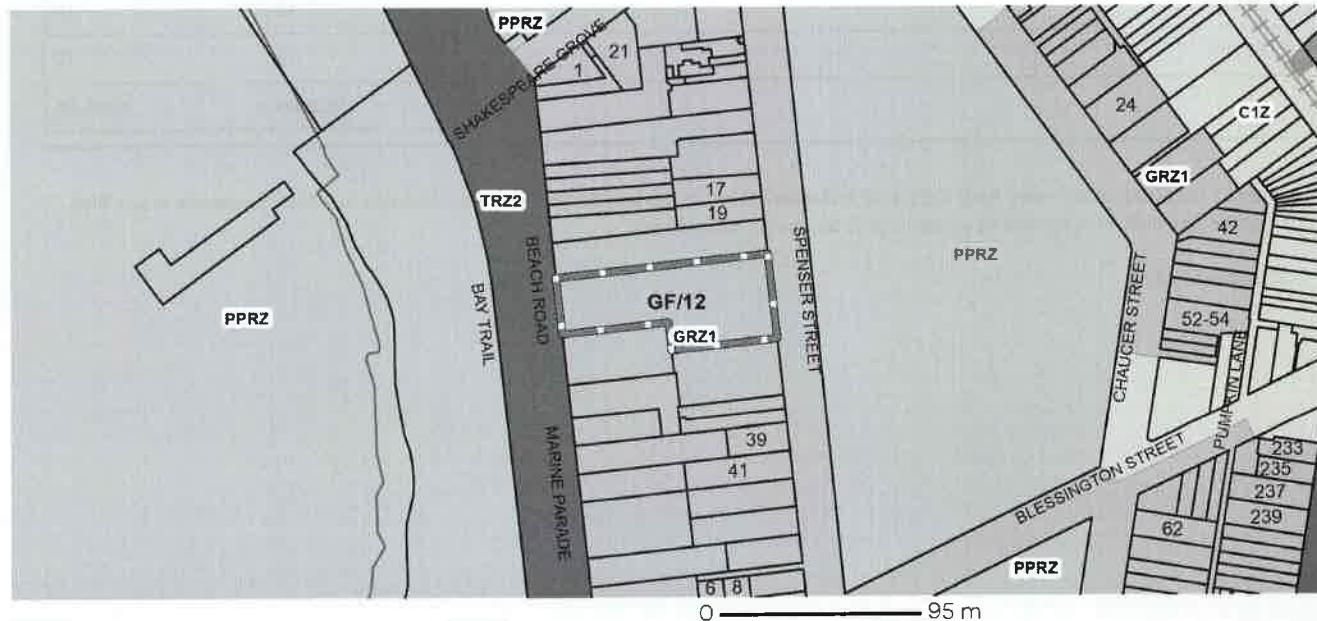
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



C1Z - Commercial 1

PPRZ - Public Park and Recreation

CDZ - Comprehensive Development

TRZ2 - Principal Road Network

GRZ - General Residential

Tram line

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

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# PLANNING PROPERTY REPORT

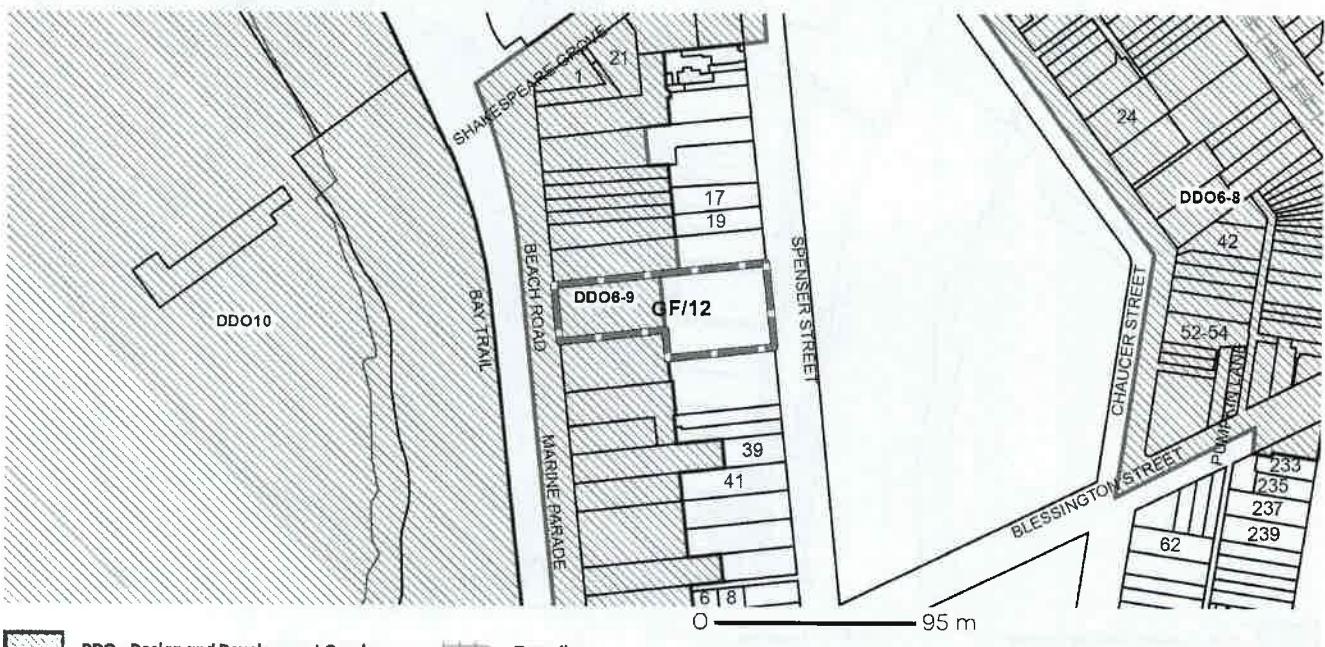


Environment,  
Land, Water  
and Planning

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

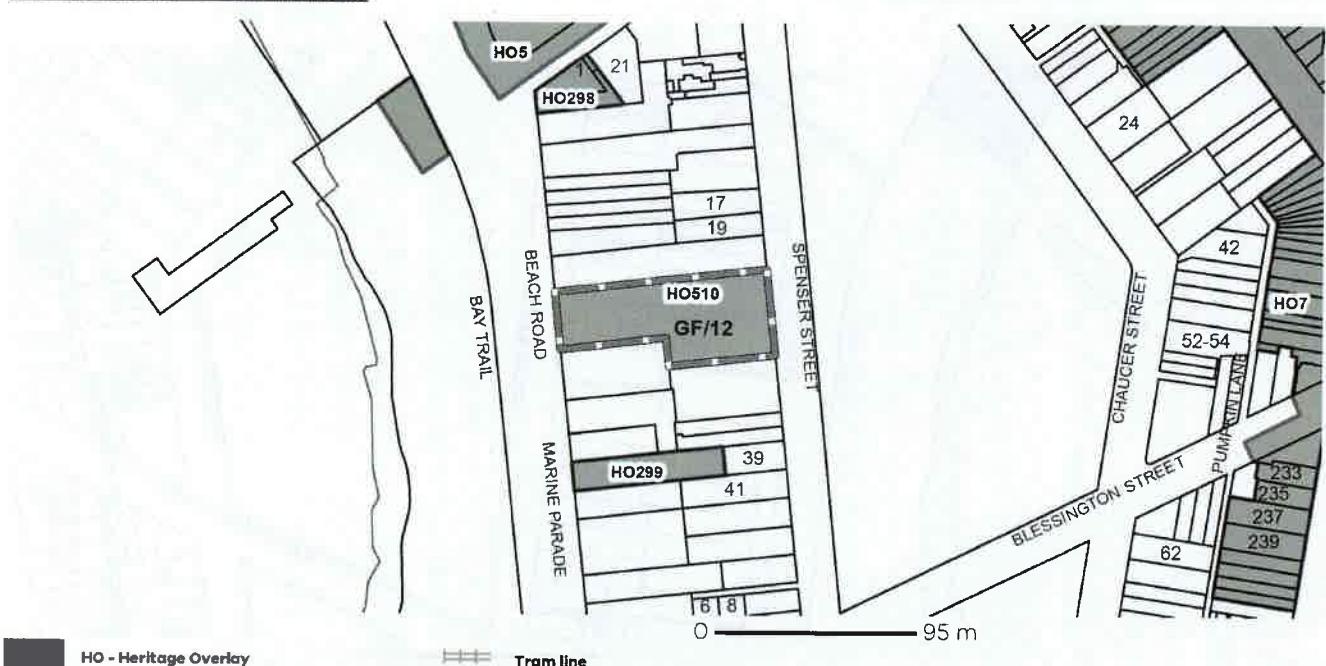
#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6-9 (DDO6-9)



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

### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY - SCHEDULE (HO510)



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

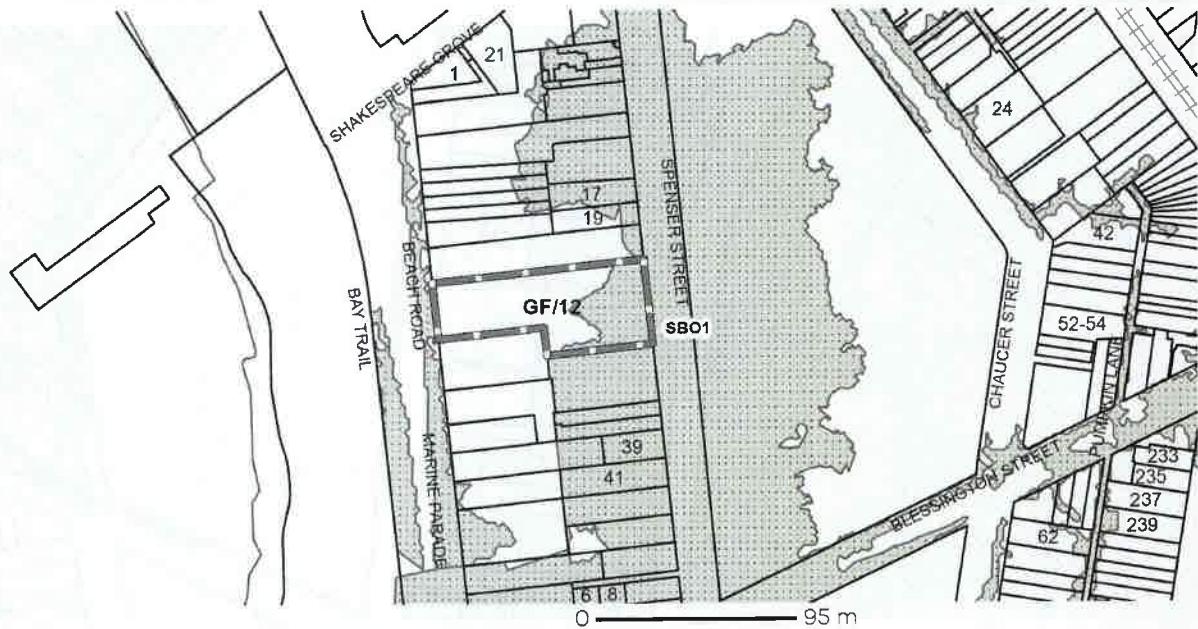


Environment,  
Land, Water  
and Planning

## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

#### SPECIAL BUILDING OVERLAY - SCHEDULE E 1 (SBO1)



SBO - Special Building Overlay

Tram line

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

## OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIFIC CONTROLS OVERLAY (SCO)



SCO - Specific Controls Overlay

Tram line

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

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## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to  
<http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 26 October 2023.

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

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

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

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

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

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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

Certificate No: CTLI/03254/2023  
Property No: 203614  
Issue Date: 10/7/2023

ABN 21 762 977 945

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

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

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

Your Ref: LANDATA|69418430-017-1

<u>Property</u>	<u>Title Details</u>
GF/12 MARINE PARADE ST KILDA VIC 3182	Lot GF PS743082B V12227 F682

Level of Valuation Date: 1/1/2022

Valuation Effective Date: 1/7/2022

Site Value	Capital Improved Value	Net Annual Value
\$110,000	\$400,000	\$20,000

1/7/2023 to 30/6/2024

Opening Balance at 1/7/2023	\$ 0.00
General Rates	\$ 677.60
Waste Bin Charge	\$ 198.20
Fire Services Property Levy	\$ 143.40
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ 0.00
Other Outstanding Charges/Property Debt	\$ 0.00
<b>Total Due</b>	<b>\$ 1,019.20</b>

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

**Please Note: The above amounts are estimates only and have not yet been adopted by Council (may be subject to change)**



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

Certificate No: CTLI/03254/2023  
Property No: 203614  
Issue Date: 10/7/2023

ABN 21 762 977 945

### **PARKING PERMITS**

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

### **FLOOD LEVELS**

#### **Specified Flood Level**

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

#### **Designated Flood Level/ Land Liable to Flooding**

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

#### **Notices and Orders**

The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council:

**No Notices/Orders Applicable**

<b>Cultural and Recreation Lands Act 1963</b> The potential liability for rates under the Cultural and Recreational Land Act 1963	<b>Total Liability:</b> \$ NIL
<b>Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988</b>	<b>Total Money Owed:</b> \$ NIL
<b>Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989</b>	<b>Total Liability:</b> \$ NIL

### **PRIVATE STREET SCHEMES**

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

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

#### **Disclaimer**

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

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

For further information contact: **(03) 9209 6777**

**CHIEF FINANCIAL OFFICER  
City of Port Phillip**

Email: [rates@portphilip.vic.gov.au](mailto:rates@portphilip.vic.gov.au)

Post: Private Bag No 3, PO St Kilda Victoria 3182  
DX 35706 Balaclava Phone (03) 9209 6777 Facsimile (03) 9536 2770

BST Legal C/- InfoTrack (Smokeball)  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT GF 12 MARINE PARADE ST  
KILDA 3182  
GF PS 743082

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
10D//03815/21	LANDATA CER 69418430-028-7	02 JULY 2023	44399263

**1. Statement of Fees Imposed**

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

**(a) By Other Authorities**

Parks Victoria - Parks Service Charge	01/07/2023 to 30/09/2023	\$21.21
Melbourne Water Corporation Total Service Charges	01/07/2023 to 30/09/2023	\$29.54

**(b) By South East Water**

Water Service Charge	01/07/2023 to 30/09/2023	\$21.48
Sewerage Service Charge	01/07/2023 to 30/09/2023	\$94.37
<b>Subtotal Service Charges</b>		<b>\$166.60</b>
<b>TOTAL UNPAID BALANCE</b>		<b>\$166.60</b>

- The meter at the property was last read on 19/04/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$0.45 per day**

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

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

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).

AUTHORISED OFFICER:



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

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

### 2. Encumbrance Summary

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

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

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

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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

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

AUTHORISED OFFICER:



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

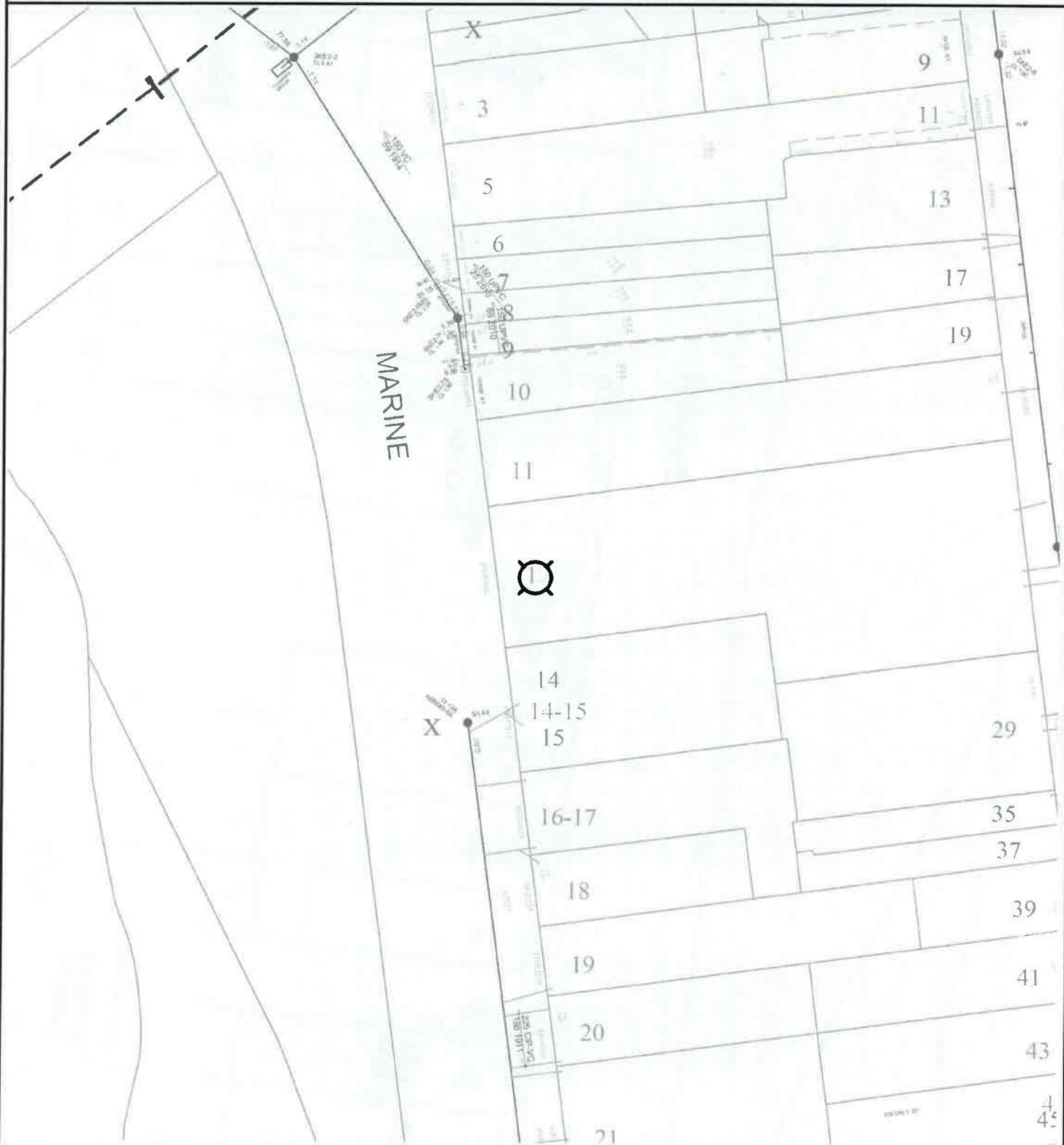
MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT



Case Number: 44399263

20 0 20 40  
Scale in Metres

Date: 02JULY2023



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

<u>—</u> Title/Road Boundary		Subject Property	<input checked="" type="radio"/> Maintenance Hole
<u>-----</u> Proposed Title/Road		Sewer Main & Property Connections	<input type="checkbox"/> Inspection Shaft
<u>-----</u> Easement		Direction of Flow	<1.0> Offset from Boundary
<u>-----</u> Sewer Main			
Maintenance Hole			
Melbourne Water Assets			
<u>-----</u> Underground Drain			<input type="checkbox"/> Natural Waterway
		Channel Drain	<input type="checkbox"/> Underground Drain M.H.

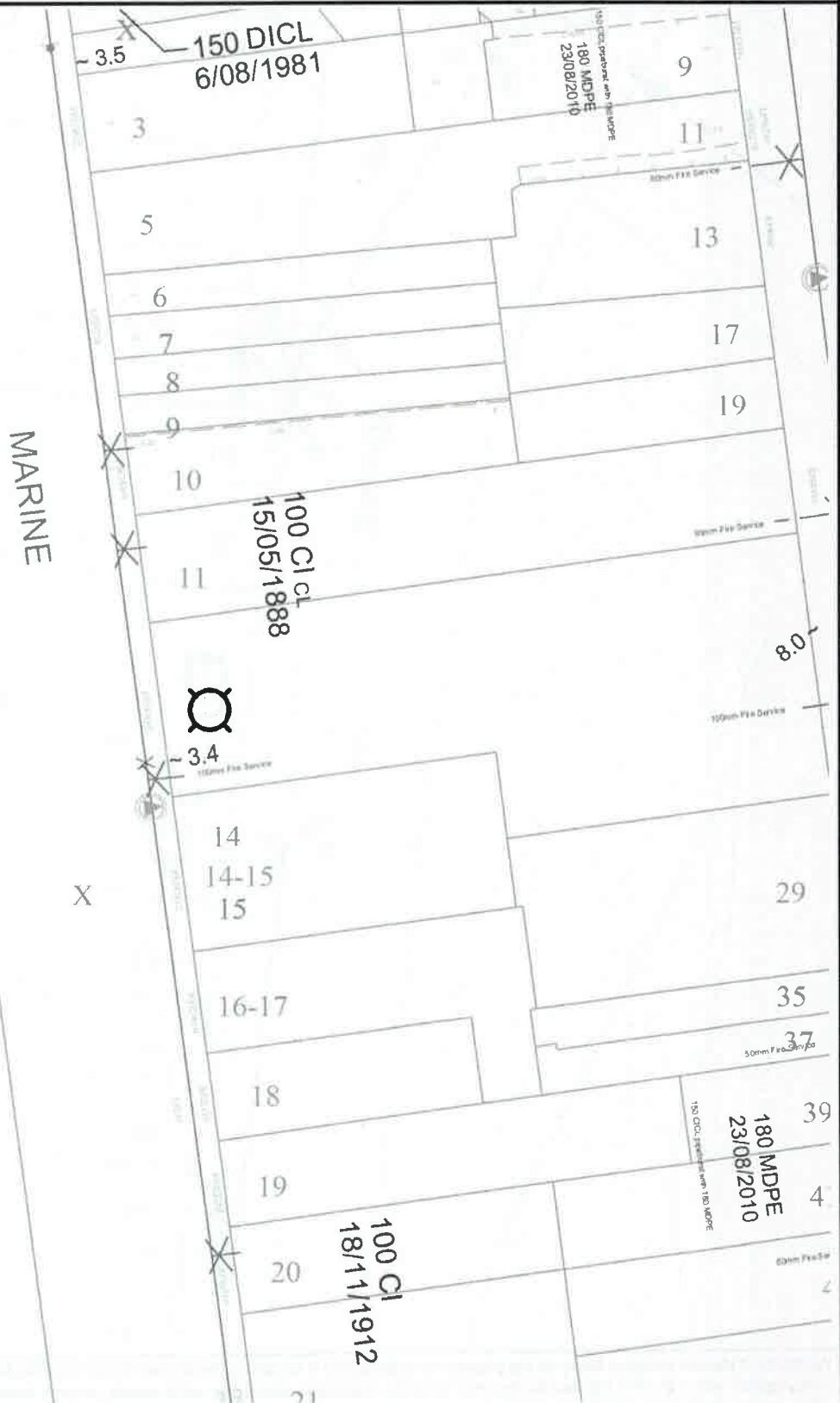
Property: Lot GF 12 MARINE PARADE ST KILDA 3182



Case Number: 44399263

20 0 20 40  
Scale in Metres

Date: 02JULY2023



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## LEGEND

—	Title/Road Boundary	○	Subject Property	●	Hydrant
---	Proposed Title/Road	×	Water Main Valve	○	Fireplug/Washout
----	Easement	TOECL 764925 FFFFEE	Water Main & Services	~ 1.0	Offset from Boundary

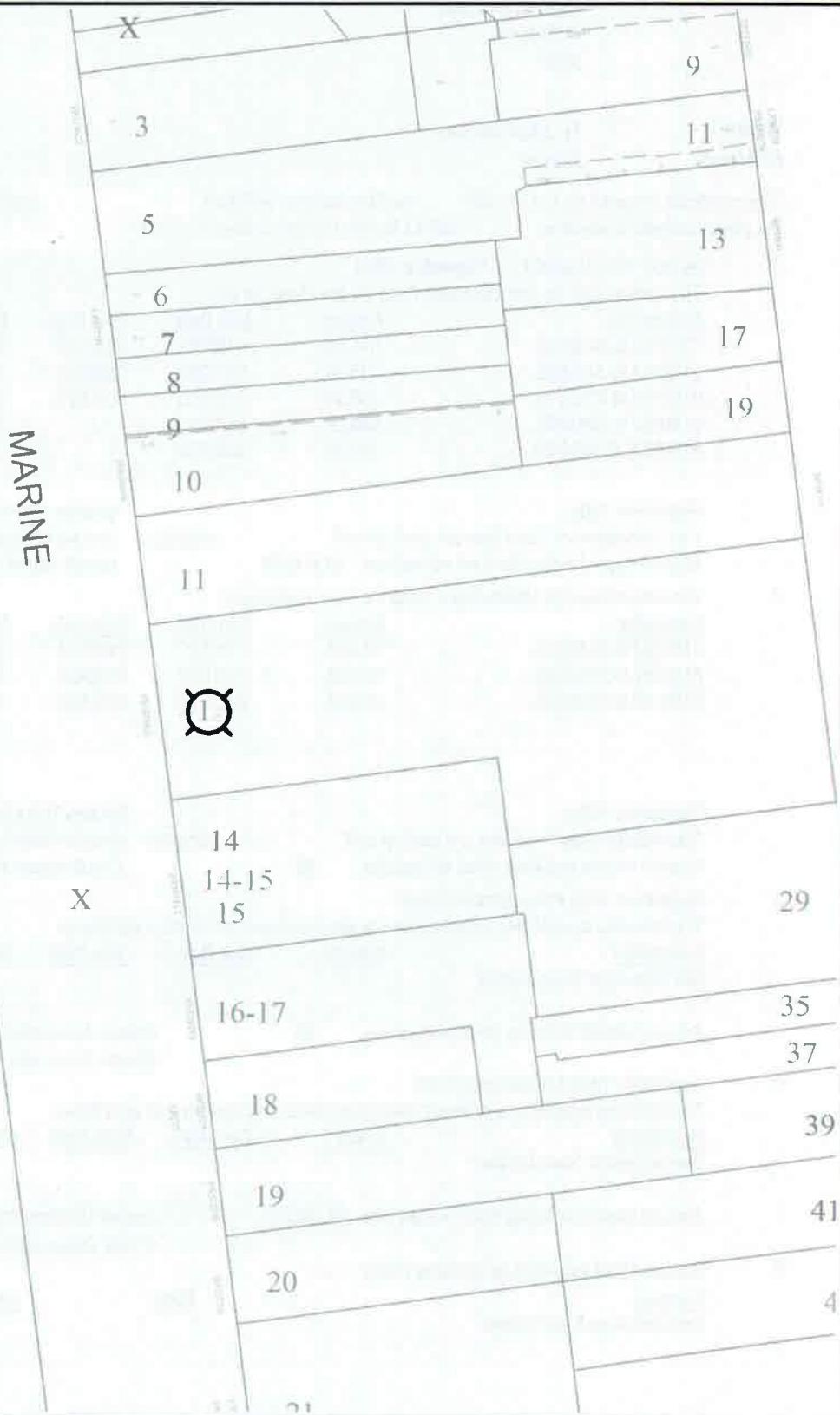


Property: Lot GF 12 MARINE PARADE ST KILDA 3182

20 0 20 40  
Scale in Metres

Case Number: 44399263

Date: 02JULY2023



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

**LEGEND**

— Title/Road Boundary



Subject Property



Hydrant

— Proposed Title/Road



Fireplug/Washout

— Easement



Recycled Water Main Valve



Offset from Boundary



100 CCL  
26.9.1975

Recycled Water Main & Services



~ 1.0

**OWNERS CORPORATIONS CERTIFICATE**  
**Owners Corporations Act 2006 (Section 151)**  
**Owners Corporations Regulations 2018 (Regulation 16)**

Owners Corporation MARINE PDE 12 (EDGEWATER TWR) Plan Number: 743082B  
 12 Marine Parade  
 St Kilda Vic  
 3182

Vendor Ty Justyn Brierley  
 Reference 232588

This certificate is issued for Lot GF on Plan Number 743082B  
 the postal address of which is: GF/12 Marine Parade, St Kilda Vic 3182

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/22 to 30/09/22	515.96	01/07/22	05/07/22	31/05/22
01/10/22 to 31/12/22	515.96	01/10/22	08/03/23	31/08/22
01/01/23 to 31/03/23	833.26	01/01/23	08/03/23	30/11/22
01/04/23 to 30/06/23	833.26	01/04/23		06/03/23
01/07/23****30/09/23	833.26	01/07/23		29/05/23

Regulation 16(b)

The Administration Fund fees are paid up until 31/03/23  
 Amount unpaid including billed not yet due \$1,666.52

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees \$1,666.52  
 (Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/22 to 30/09/22	914.04	01/07/22	08/03/23	31/05/22
01/10/22 to 31/12/22	914.04	01/10/22	08/03/23	31/08/22
01/01/23 to 31/03/23	-142.48	01/01/23	08/03/23	30/11/22

Regulation 16(b)

The Maintenance Fund fees are paid up until 31/12/22  
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees Nil  
 (Credit shown with -)

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
See Annexure 'Fees Details'				

Amount unpaid including billed not yet due Nil Unpaid Administration Fund Special Fees Nil  
 (Credit shown with -)

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
See Annexure 'Fees Details'				

Amount unpaid including billed not yet due \$2,000.00 Unpaid Maintenance Fund Special Fees \$2,000.00  
 (Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid
See Annexure-Fees Details				0.00

Interest Rate: 10.00 Interest to Certificate Date: \$117.02 Daily Interest Accruing: \$0.78

*Victoria*  
**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot GF On Plan Number 743082B

1 to 5	Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid	
<b>Annual Fees</b>		\$1,666.52
<b>Special Fees</b>		\$2,000.00
<b>Other Payments</b>		Nil
<b>Interest</b>		\$117.02

**Total Unpaid Fees and Charges:** (Unpaid amount including billed not yet due \$3783.54) **\$3,783.54**

6 Section 151(4)(a)(v) Regulation 16(e)  
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)  
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not

9 Section 151(4)(a)(vi) Regulation 16(h)  
Total funds held by owners corporation (including any investment accounts): \$685,053.44

10 Section 151(4)(a)(vii) Regulation 16(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'

11 Section 151(4)(a)(viii) Regulation 16(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'

12 Section 151(4)(a)(ix) Regulation 16(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: See Attached 'SERVICE TO MEMBERS'

13 Section 151(4)(a)(x) Regulation 16(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)  
The owners corporation has resolved to appoint a manager, being:  
Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161  
Telephone: 03 9534 4614 Facsimile: Email: tal.sahar@tideways.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil

17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters See Attached 'OTHER MATTERS'

Victoria  
**OWNERS CORPORATIONS CERTIFICATE (Continued)**

Lot

GF

On

Plan Number 743082B

The Common Seal of The Victorian Owners Corporation MARINE PDE 12  
(EDGEWATER TWR) PLAN OF SUBDIVISION NO. 743082B was hereunto affixed on 04  
July 2023 and witness by and in the presence of Tideways Pty Ltd by its duly  
authorised officer being a person authorised under the Victorian Owners  
Corporations Act 2006 to the fixing of the Common Seal.



Dated: 04 July 2023

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Owners Corporation Manager  
**Tal Sahar**

**INSURANCE DETAILS**  
**MARINE PDE 12 (EDGEWATER TWR)**

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<b>See Annexure -</b>					
Insurance Report					

***Item 10 - Non-Budget Items***

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/06/2024 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS.

The Owners Corporation has engaged a builder for the lift upgrade project – Langcon Construction. The costs of the project are to be funded from existing funds however any other works separate to the lift upgrade which require funds may require a special levy to meet any shortfall.

The Owners Corporation is aware of significant building works required to repair and maintain the exterior facade of the building. Works will include (but are not limited to): repair/replacement of deteriorated windows, repair/replacement of deteriorated balcony balustrades, repainting. As at the time of preparing the Owners Corporation certificate, the Owners Corporation has engaged a company named Infracorr to carry out a detailed facade inspection and report. The costs of this work (circa \$60,000) are to be utilised from existing maintenance fund reserves.

***Item 11 - Common Property Affected***

No licences currently exist however at the Inaugural General Meeting of the Owners Corporation, and subsequently via postal ballot issued in February 2022 a Special Resolution was passed to enter into a 199-year licence over sections of the common property (residual land) which grants a licence for a car space to a number of lots (including lot GF). The license agreements are yet to be completed but a concerted effort is being made to execute all licence agreements for those lots which have a car space currently allocated on the common property.

***Item 12 - Service to Members***

The following agreements with Edgewater Service Limited are vested by operation of section 98CD(2) of the Transfer of Land Act 1958 and were formally recognised by the Owners Corporation at the Inaugural Annual General Meeting in December 2020:

- Motion Elevators - Lift Maintenance
- Launder Lease – Laundry Washing Machines and Dryers
- M & G Cleaning – caretaking
- WR Gay – Pest Control
- Balmoral Fire – Fire Service Maintenance
- DGTek Pty Ltd – Fibre Installation
- Securetel – Access Control and CCTV
- Dormakaba – Automatic Sliding Doors
- Avanti Gates – Carpark Sliding Gates
- GDP – Height Safety Recertification
- LML Lift Consultants – Lift Modernisation Project

***Item 22 - Other Matters***

Fees dated after the date of issue of the owners corporation certificate may be subject to amendment at any further annual general meeting of the owners corporation.

**OWNERS CORPORATION CERTIFICATE (Continued)**

Name of Owners Corporation	<b>MARINE PDE 12 (EDGEGATER TWR)</b>
Lot No.	<b>GF</b> on Plan No <b>743082B</b>

## ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
<b>POST AGM ADJUSTMENT</b>								
01/01/23 to 31/03/23	634.61	01/01/23	08/03/23	0.00	01/01/23	30/11/22	0.00	0.00
<b>ADMIN FUND SPECIAL</b>								
Deficit Levy - Per AGM	701.35	01/01/23	29/05/23	0.00	01/01/23	30/11/22	0.00	0.00
<b>MAINT FUND SPECIAL</b>								
Lift Upgrade Inst 1	2000.00	31/05/23	*	0.00	31/05/23	31/01/23	2000.00	2000.00

Items marked with \*\*\*\* are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. \*Debit amounts for generated levies not yet due are not included in Amount Overdue.

## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

### **Regulation 17**

#### **What is an owners corporation?**

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

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

#### **How are decisions made by an owners corporation?**

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

#### **Owners corporation rules**

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

Owners Corporations Regulations 2018  
S.R. No. 154/2018

should look at the owners corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which

determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable

**Further information**

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

**Management of an owners corporation**

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

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

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# Model Rules for an Owners Corporation

Schedule 9, Regulation 11, Owners Corporation Regulations 2018

## 1. Health, safety and security

### 1.1. Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### 1.2. Storage of flammable liquids and other dangerous substances and materials

- 1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- 2) This rule does not apply to—
  - a. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - b. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3. Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### 1.4. Smoke Penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### 1.5. Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## 2. Committees and sub-committees

### 2.1. Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owner's corporation.

## 3. Management and administration

### 3.1. Metering of services and apportionment of costs of services

- 1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- 2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- 3) Subrule (2) does not apply if the concession or rebate—

- a. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- b. is paid directly to the lot owner or occupier as a refund.

## 4. Use of common property

### 4.1. Use of common property

- 1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- 2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- 3) An approval under subrule (2) may state a period for which the approval is granted.
- 4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- 6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- 7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### 4.2. Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a. to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b. on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 4.3. Damage to common property

- 1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- 2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- 3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5. Lots

### 5.1. Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### 5.2. External appearance of lots

- 1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- 2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- 3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- 4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- 5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### 5.3. Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## 6. Behaviour of persons

### 6.1. Behaviour of owners, occupiers and invitees on common property

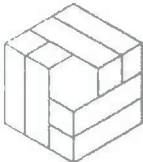
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### 6.2. Noise and other nuisance control

- 1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- 2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 7. Dispute resolution

- 1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 2) The party making the complaint must prepare a written statement in the approved form.
- 3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
  - a. A meeting under subrule (5) may be held in person or by teleconferencing, including videoconference.
- 6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - a. Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - b. The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- 7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



## Plan of Subdivision No. 743082B

12 Marine Parade St Kilda Vic 3182

### BALANCE SHEET

AS AT 04 JULY 2023

	ACTUAL	ACTUAL
	04/07/2023	30/06/2023
<b>OWNERS FUNDS</b>		
Administrative Fund	136,524.95	60,016.53
Maintenance Fund	524,468.91	524,468.91
<b>TOTAL</b>	<b>\$ 660,993.86</b>	<b>\$ 584,485.44</b>

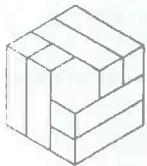
**THESE FUNDS ARE REPRESENTED BY****CURRENT ASSETS**

Bank Balance Admin Fund	173,425.95	169,109.63
Bank Balance Maintenance Fund	511,627.49	511,627.49
Levies In Arrears	31,852.72	9,638.30
Other Arrears	72.60	72.60
Interest On Overdue Levies	243.78	250.63
Sundry Debtors	1,968.77	1,968.77
<b>TOTAL ASSETS</b>	<b>719,191.31</b>	<b>692,667.42</b>

**LIABILITIES**

Gst Payable/(Receivable)	31,391.58	23,740.74
Provision For Income Tax	13.80	13.80
Bike Room Deposits Held	3,450.00	3,450.00
Creditors	1,270.10	1,270.10
Arrears Fee Clearing Account	(72.60)	(72.60)
Arrears Fee Clearing Acc Oc1	(72.60)	(72.60)
Levies In Advance	22,144.57	79,779.94
Other Payments In Advance	72.60	72.60
<b>TOTAL LIABILITIES</b>	<b>58,197.45</b>	<b>108,181.98</b>

<b>NET ASSETS</b>	<b>\$ 660,993.86</b>	<b>\$ 584,485.44</b>
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## Plan of Subdivision No. 743082B

12 Marine Parade St Kilda Vic 3182

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2023 TO 04 JULY 2023

	ACTUAL	BUDGET	ACTUAL
	01/07/23-04/07/23	01/07/23-30/06/24	01/07/22-30/06/23

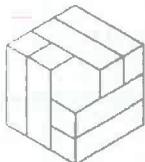
#### ADMINISTRATIVE FUND

##### ADMINISTRATIVE FUND INCOME

Administrative Fund	76,508.42	0.00	306,034.60
Special Levy Contributions	0.00	0.00	64,396.68
Laundry Receipts	0.00	0.00	3,035.91
Insurance Claims	0.00	0.00	4,383.80
Fob/Remote Payment	0.00	0.00	3,846.70
Owner Expense Clearing	0.00	0.00	(15.44)
Admin Overdue Interest	0.00	0.00	1,190.39
<b>TOTAL OPERATING FUND INCOME</b>	<b>76,508.42</b>	<b>0.00</b>	<b>382,872.64</b>

##### ADMIN FUND EXPENDITURE

Audit & Accounting Fees	0.00	0.00	5,421.76
Strata Pay	0.00	0.00	613.65
Ex-Gratia	0.00	0.00	904.80
Caretaker	0.00	0.00	56,062.00
Cleaning Building&Windows	0.00	0.00	25,820.00
Committe Expenses	0.00	0.00	172.21
Door & Window Maintenance	0.00	0.00	872.72
Electricity	0.00	0.00	16,015.29
Electrical Repairs	0.00	0.00	1,589.00
Fire Protection	0.00	0.00	8,564.36
Gardening	0.00	0.00	4,790.21
General Repairs & Maintenance	0.00	0.00	12,380.07
Income Tax	0.00	0.00	13.80
Height Safety Anchor System	0.00	0.00	750.00
Insurance- Premium	0.00	0.00	39,916.73
Insurance- Prem 6 Months Exten	0.00	0.00	19,364.68
Insurance- Claims Exp.	0.00	0.00	11,177.78
Insurance - Stamp Duty	0.00	0.00	6,041.38
Legal & Debt Collection Fees	0.00	0.00	254.54
Leak Investigation/Repairs	0.00	0.00	17,720.72
Lift - Maintenance	0.00	0.00	6,678.00
Locks, Keys & Card Keys	0.00	0.00	2,245.70
Management Fees	0.00	0.00	45,569.98
Management Fees- Additional	0.00	0.00	2,470.92
Management Fees- Addit Oc1	0.00	0.00	1,022.72

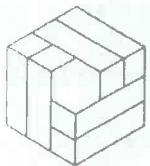


## Plan of Subdivision No. 743082B

12 Marine Parade St Kilda Vic 3182

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 JULY 2023 TO 04 JULY 2023

	ACTUAL	BUDGET	ACTUAL
	01/07/23-04/07/23	01/07/23-30/06/24	01/07/22-30/06/23
Management Fee - Disbursements	0.00	0.00	5,555.02
Mmor Registration	0.00	0.00	1,499.00
Pest & Vermin Control	0.00	0.00	1,140.00
Plumbing	0.00	0.00	3,122.50
Seals, Signage & Notice Boards	0.00	0.00	2,480.80
Security Doors & Gates	0.00	0.00	7,364.90
Telephone & Internet Charges	0.00	0.00	3,599.20
Waste Management	0.00	0.00	2,077.94
Water & Sewerage	0.00	0.00	130.95
<b>TOTAL ADMIN EXPENDITURE</b>	<b>0.00</b>	<b>0.00</b>	<b>313,403.33</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ 76,508.42</b>	<b>\$ 0.00</b>	<b>\$ 69,469.31</b>
Admin Fund Opening Balance	60,016.53	60,016.53	(9,452.78)
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 136,524.95</b>	<b>\$ 60,016.53</b>	<b>\$ 60,016.53</b>



T I D E W A Y S

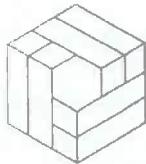
Level 3, 521 Toorak Rd, Toorak VIC 3142  
PO Box 1027, Caulfield North Vic 3161  
T: (03) 9534 4614 E: [enquiries@tideways.com.au](mailto:enquiries@tideways.com.au)  
ABN: 87 076 601 851  
Member - Strata Community Australia  
[www.tideways.com.au](http://www.tideways.com.au)

## Plan of Subdivision No. 743082B

12 Marine Parade St Kilda Vic 3182

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 JULY 2023 TO 04 JULY 2023

	ACTUAL	BUDGET	ACTUAL
	01/07/23-04/07/23	01/07/23-30/06/24	01/07/22-30/06/23
<b><u>MAINTENANCE FUND</u></b>			
<b><u>MAINTENANCE FUND INCOME</u></b>			
Maintenance Fund Contributions	0.00	0.00	154,768.73
Special Levy M/Fund	0.00	0.00	183,636.36
<b><u>TOTAL MAINTENANCE FUND INCOME</u></b>	<b>0.00</b>	<b>0.00</b>	<b>338,405.09</b>
<b><u>MAINTENANCE FUND EXPENDITURE</u></b>			
Building Remediation	0.00	0.00	45,100.00
Sliding Door Repairs	0.00	0.00	2,163.39
Lift Upgrade - Consultant	0.00	0.00	34,555.78
Lift Upgrade - Builder	0.00	0.00	545,588.25
Lift 2 (20% Deposit)	0.00	0.00	52,500.00
<b><u>TOTAL MAINTENANCE EXPENDITURE</u></b>	<b>0.00</b>	<b>0.00</b>	<b>679,907.42</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ (341,502.33)</b>
Maintenance Opening Balance	524,468.91	524,468.91	865,971.24
<b><u>MAINTENANCE FUND BALANCE</u></b>	<b>\$ 524,468.91</b>	<b>\$ 524,468.91</b>	<b>\$ 524,468.91</b>



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142  
PO Box 1027, Caulfield North Vic 3161

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## Plan of Subdivision No. 743082B

12 Marine Parade  
St Kilda Vic  
3182

## CREDITORS BALANCE REPORT

04 July 2023

<u>Account No</u>	<u>Name</u>	<u>Amount</u>
08200003	Ato - Bas Eft	13.80
08200603	Adt Fire Monitoring	-1,283.90
<b>Total</b>		<b>-1,270.10</b>

## INSURANCE REPORT

## Plan of Subdivision No. 743082B

12 Marine Parade  
St Kilda Vic  
3182

Type <b>BUILDING</b>		Sum Insured <b>\$41,100,000</b>	Premium <b>\$48,051.20</b>	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		
		<b>\$15,000 - water damage</b>		

Type <b>PUBLIC LIABILITY</b>		Sum Insured <b>\$30,000,000</b>	Premium <b>Nil</b>	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		

Type <b>OFFICE BEARERS</b>		Sum Insured <b>\$5,000,000</b>	Premium	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		

Type <b>MACHINERY BREAKDOWN</b>		Sum Insured <b>\$5,000</b>	Premium	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		

Type <b>CONTENTS</b>		Sum Insured <b>\$146,000</b>	Premium	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		

Type <b>LOSS OF RENT</b>		Sum Insured <b>\$6,165,000</b>	Premium	Date Last Paid
Company/Broker <b>CHU U'writing Agency Pty Ltd</b>	Telephone	Policy Number <b>13307</b>	Due Date <b>20 February 2024</b>	
<b>Resolute</b> Level 5/90 Collins St Melbourne, VIC 3000	Facsimile	Excess/Comments <b>\$2,000</b>		

## INSURANCE REPORT

## Plan of Subdivision No. 743082B

12 Marine Parade  
St Kilda Vic  
3182

Type		Sum Insured	Premium	Date Last Paid
<b>CATASTROPHE OR EMERG</b>		<b>\$6,165,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
<b>FIDELITY GUARANTEE</b>		<b>\$250,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
<b>LOT OWNERS IMPROVEME</b>		<b>\$250,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
<b>LEGAL EXPENSES</b>		<b>\$50,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
<b>GOVERNMENT AUDIT</b>		<b>\$25,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
<b>VOLUNTARY WORKERS</b>		<b>\$2,000/\$200,000</b>		
Company/Broker	Telephone	Policy Number		Due Date
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>		<b>20 February 2024</b>
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

## INSURANCE REPORT

4 July 2023

## Plan of Subdivision No. 743082B

12 Marine Parade

St Kilda Vic

3182

Type		Sum Insured	Premium	Date Last Paid
<b>WH&amp;S</b>		<b>\$100,000</b>		
Company/Broker	Telephone	Policy Number	Due Date	
<b>CHU U'writing Agency Pty Ltd</b>		<b>13307</b>	<b>20 February 2024</b>	
Resolute	Facsimile	Excess/Comments		
<b>Level 5/90 Collins St</b>		<b>\$2,000</b>		
<b>Melbourne, VIC 3000</b>				

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

AW159531R

## Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

### Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	CLP Lawyers Pty Ltd
Name	CLP Lawyers Pty Ltd - Talya Hellbrunn
Phone	9042 2070
Address	Ground Floor, 23 Milton Parade, Malvern Vic 3144
Reference	21887
Customer code	18547Y
Owners corporation number	1
Plan number	PS743082B

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.
2. If applicable, the special resolution passed on

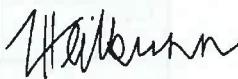
18 April 2022

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

6 September 2022

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.



Talya Hellbrunn  
23 Milton Parade, Malvern Vic 3144  
An Australian Legal Practitioner within  
the meaning of the Legal Profession  
Uniform Law (Victoria)

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria  
2 Lonsdale Street  
Melbourne VIC 3000  
Telephone 03 9194 0601

AW159531R

## Owners Corporation Rules

### Owners Corporation No.1 Plan of Subdivision 743082B

#### 'Edgewater Towers' 12 Marine Parade, St Kilda

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AW159531R

**A. Definitions**

"Act" means the Owners Corporation Act 2006 or any amended version.

"Amenities" means the areas on level 13 and ground floor, including the rooftop area and bike storage areas, which is comprised in Owners Corporation No 1.

"Building" means the building constructed on the Land.

"Building Works" has the same meaning as contained in the Building Act 1993 and the Domestic Building Contracts Act 1995 or any amended version.

"Building Management" means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide operation of the Building and to maintain security of the Building and if there is no Bulking Management then the Owners Corporation Manager. They may also be known as the 'Building Manager'.

"Car Park" means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots.

"Car Park Lot" means the car park of each Lot.

"Common Property" means any Common Property described on the Plan of Subdivision.

"Council" means the City of Port Phillip.

"Guideline" means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time.

"Invitee" means an Owner or Occupier's guests, visitors, servants, employees, agents, customers, children, licensees or any person(s) that they meet, provide access to, or otherwise invite onto, their Lot or any part of the Common Property.

Infill Specification Drawings are a specified Guideline.

"Land" means the whole of the land described in the Plan.

"land affected by an owner's corporation" means the lots the owners for the time being of which are members of the owner's corporation together with the common property for which the owners corporation is responsible.

"Lot" or "Lots" means a Lot or Lots on the Plan of Subdivision.

"Model Rules" means the model Rules prescribed by the Owners Corporation Act 2006 from time to time.

"Motor Vehicle" means a motor vehicle with a tare weight of not more than 2 tonnes.

"Occupier" means any person lawfully occupying or in possession and can include an Owner.

"Owner" means a registered Owner.

"Owners Corporation" means Owners Corporations No 1 on Plan of Subdivision No 743082B, as represented by the Owners Corporation Committee and Owners Corporation Manager.

"Owners Corporation Committee" means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations.

"Owners Corporation Manager" means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;

"Plan" or "Plan of Subdivision" means Plan of Subdivision No 743082B.

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"Regulations" mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version.

"Restricted Breed Dog" has the same meaning as under the Domestic Animals Act 1994 or any amended version.

"Rooftop" means the areas above level 12 marked on the Plan of Subdivision as Common property.

"Rules" means the rules for the Owners Corporation as set out in this document as amended from time to time.

"Electronic Access Pass" means a key, fob, magnetic card or other device used to open doors, gates, and locks; and 'Storage Lot" the storage cage of each Lot.

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**1. Health, safety and security**

**1.1. Health, safety and security of Lot owners, occupiers of Lots and others**

**1.1.1.** A Lot Owner or Occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, occupier, or user of another Lot.

**1.1.2.** A Lot Owner or Occupier must inform the Owners Corporation Manager of any damage, forced entry or other issue that might compromise the security of the Common Property.

**1.1.3.** The Owners Corporation may take reasonable measures to ensure the health, safety and/or security of Owners and Occupiers of Lots and all other persons entitled to use the Common Property.

**1.2. Security**

**1.2.1.** A Lot Owner or Occupier must not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property including but not limited to security doors, exterior fire-escape doors and rear stairwell doors or admit an unknown person through the security doors unless there is a valid reason for their admittance. At no time may laundry fire doors be obstructed and prevented from closing.

**1.2.2.** The building is monitored by security cameras and CCTV footage will be provided to the police, if required, and will also be used by the Owners Corporation Committee to enforce these Rules.

**1.3. Security passes**

**1.3.1.** The Owners Corporation may charge a reasonable fee for an Electronic Access Pass required by the Owner or Occupier.

**1.3.2.** An Owner or Occupier must promptly notify the Owners Corporation if an Electronic Access Pass is lost, stolen or destroyed.

**1.3.3.** Owners must ensure that all Electronic Access Passes are returned at the end of a tenancy.

**1.3.4.** Owners and Occupiers must not duplicate or permit to be duplicated any Electronic Access Pass.

**1.3.5.** The Owners Corporation can restrict the number of Electronic Access Passes issued to a particular Lot.

**1.4. Storage of flammable liquids and other dangerous substances and materials**

**1.4.1.** Except with the approval in writing of the Owners Corporation, an Owner or Occupier must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.

**1.4.2.** This rule does not apply to—

**1.4.2.1.** chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

**1.4.2.2.** any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**1.5. Waste disposal**

**1.5.1.** An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

**1.5.2.** Guidelines regarding rubbish disposal and chute use may be determined and varied at any time by the Owners Corporation.

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**1.5.3.** Rubbish must not be left anywhere on the Common Property save for the allocated bin area and provided the rubbish is left within a bin.

**1.5.4.** An Owner or Occupier is responsible for the disposal of moving-in waste and must ensure that the bins are not unreasonably taken up with waste from one Lot.

**1.5.5.** Cardboard cartons and rubbish must not be left on the Common Property.

**1.5.6.** An Owner or Occupier must not dispose, throw or allow to fall, any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies.

**1.5.7.** Any costs incurred covering additional waste management services, damage and additional cleaning will be charged to the Owner or Occupier of the Lot.

#### **1.6. Chutes**

**1.6.1.** An Owner or Occupier must not place any body part into a chute beyond the door frame of a chute.

**1.6.2.** The garbage chutes are for general household rubbish only and all rubbish must be double bagged and tied before placing down the chute. The following items must not be disposed of in the rubbish chutes:

**1.6.2.1.** Hard waste and building material;

**1.6.2.2.** Pizza boxes;

**1.6.2.3.** Open food containers;

**1.6.2.4.** Soiled nappies;

**1.6.2.5.** Products that can be recycled;

**1.6.2.6.** Flammable items;

**1.6.2.7.** Any other similar items.

**1.6.3.** All other items which cannot be disposed of via the chute (subject to observing to the Guidelines) may be disposed of in the bins within the garbage area located within the Car Park.

**1.6.4.** If the bin chutes become blocked and the Owners Corporation can identify the responsible Owner or Occupier, the cost to reinstate the chutes may be recovered from that person.

#### **1.7. Hard Rubbish**

**1.7.1.** No hard rubbish is to be left on the Common Property and any Owner or Occupier found to be dumping hard rubbish will be directed to remove it else the Owners Corporation will cause it to be removed and charge the Owner or Occupier responsible all costs of such removal.

#### **1.8. Fire Safety**

**1.8.1.** The Automatic Fire Detection System in Edgewater Towers is fully addressable, and the location of any activated fire detector is displayed on the Fire Services Control Unit. Under the Fire Regulations and as a condition of the building Occupancy Certificate, each apartment must have a set of compliant sprinklers and a compliant fire detector.

**1.8.2.** Dust or smoke from renovations in an apartment can be detected by the Automatic Fire Detection System and may trigger an automatic call to the Melbourne Fire Brigade. Such costs will be passed on to the Owner of the apartment causing the false alarm.

**1.8.3.** Further, to avoid false alarm call outs by the Melbourne Fire Brigade, an Owner or Occupier must not:

**1.8.3.1.** smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, and car park or such other parts of the Common Property as the Owners Corporation or its Manager may designate from

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time to time, open apartment doors to the main hallways and allow smoke or fumes in to these corridors;

**1.8.3.2.** utilise fire hoses except in the case of an emergency.

**1.8.4.** In the event of a false alarm being raised as a result of any act or omission of an Owner or Occupier, the costs or charges (if any) of such false alarm shall be payable by the responsible Owner or Occupier.

**1.8.5.** An Owner or Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

**1.9. Sprinklers**

**1.9.1.** Sprinklers have been installed to be compliant with Fire Regulations and the conditions of the Certificate of Occupancy. Any changes to the layout of an apartment may result in a requirement to add sprinklers, or to change their location. Approval from the Owners Corporation for this kind of renovation is required and the Owner will be required to provide certification from an appropriately qualified Fire Services company that the new sprinkler configuration is compliant with the current Regulations.

**1.10. Fire Door Closers**

**1.10.1.** The front door of each Lot is fire rated and it is a requirement of the Fire Regulations and the building Certificate of Occupancy that the front door is fitted with an automatic closer.

**1.10.2.** An Owner is responsible for maintaining the door and the closer in good working condition and must seek consent from the Owners Corporation before repairing and or replacing it and ensuring that it is compliant with the current applicable Fire Regulations.

**1.10.3.** Any front door that is replaced must be painted in the identical colour as the other front doors to other Lots in the building to maintain uniformity of appearance across all Lots

**1.11. Access**

**1.11.1.** Except in the case of an emergency (in which case no notice shall be required) upon 7 days' notice in writing the Owners Corporation or its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, fire services, smoke alarms, network, gas or water installation or equipment therein and to trace and repair any leakage, damage or non-conformity.

**1.11.2.** Such repairs will be at expense of the Lot Owner in cases where such leakage or defect is due to any act or default of the said Lot Owner or his or her invitees.

**1.11.3.** The Owners Corporation Committee, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot Owner or Occupier as is reasonable in the circumstances.

**1.11.4.** An Owner or Occupier must grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given 7 days prior written notice, the right of access to any balcony for the purpose of maintenance and cleaning of the external walls.

**2. Committees and sub-committees**

**2.1. Functions, powers and reporting of committees and sub-committee.**

**2.1.1.** A committee may appoint members to a subcommittee without reference to the Owners Corporation.

### **3. Management and administration**

#### **3.1. Metering of services and apportionment of costs of services**

**3.1.1.** The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot Owner or Occupier that is more than the amount that the supplier would have charged the Lot Owner or Occupier for the same goods or services.

**3.1.2.** If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot Owner or Occupier from the relevant supplier.

**3.1.3.** Subrule (2) does not apply if the concession or rebate:

**3.1.3.1.** must be claimed by the Lot Owner or Occupier and the Owners Corporation has given the Lot Owner or Occupier an opportunity to claim it and the Lot Owner or Occupier has not done so by the payment date set by the relevant supplier; or

**3.1.3.2.** is paid directly to the Lot Owner or Occupier as a refund.

#### **3.2. Induction**

**3.2.1.** The Owners Corporation may require an induction to be completed prior to Owners and Occupiers using Common Property such as the Car Park or the Rooftop.

**3.2.2.** The contact details of all Occupiers must be provided to the Owners Corporation Manager prior to the commencement of occupation.

#### **3.3. Guidelines**

**3.3.1.** The Owners Corporation and/or the Owners Corporation Committee may from time to time issue Guideline documents. These Guidelines will assist Owners and Occupiers in interpreting the Rules and may be for the purpose of giving effect to these Rules. The Guidelines will be binding on all Owners and Occupiers.

#### **3.4. General**

**3.4.1.** Any consent given by the Owners Corporation may be qualified or conditional.

**3.4.2.** These Rules must be given to an Occupier, not being the Owner, prior to taking up occupancy.

**3.4.3.** An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.

**3.4.4.** An Owner must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of the purchase contract or in the case of existing Owners, within one month those details changing.

**3.4.5.** The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address. This Personal Information may be disclosed to the Owners Corporation's agents and any sub-agents for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

#### **3.5. Bond**

**3.5.1.** The Owners Corporation may determine the amount of a bond required to be paid by an Owner or Occupier:

**3.5.1.1.** When moving in or out of the Lots, such bond to be retained by the Owners Corporation in the event of any damage caused as a result of the move; and

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**3.5.1.2.** To secure the return of additional Electronic Access Passes issued by the Owners Corporation; and

**3.5.1.3.** In lieu of potential damage that could be caused by contractors to the Common Property in the course of renovations; and

**3.5.1.4.** In lieu of access provided to any area of the Common Property including but not limited to the bike storage room or Rooftop and applied towards any damage caused as a result of that Owner or Occupier.

### **3.6. Compliance**

**3.6.1.** An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.

**3.6.2.** An Owner or Occupier must ensure compliance with all statutory requirements with respect to their Lot.

**3.6.3.** Owners and Occupiers (and their invitees) must strictly comply with all the Rules, Guidelines and Regulations.

**3.6.4.** If an Owner or Occupier fails to comply with these Rules, the Owners Corporation is entitled to take such action as is required to remedy the breach and shall be entitled to recover the costs of doing so from the Owner or Occupier, including but not limited to costs of replacing lost keys, Electronic Access Passes, and administration costs of doing so.

**3.6.5.** An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees.

### **3.7. Insurance**

**3.7.1.** The Owners Corporation's insurance policy may expressly include or exclude coverage for carpets, floating floors and any other floor covering. An insured should check with the policy inclusions at the AGM.

**3.7.2.** The Owners Corporation building insurance policy does not extend to coverage of the interior of any Lot including curtains, privately owned fittings blinds, light fittings, and electrical fittings and appliances.

**3.7.3.** Details of any potential insurance claim must be forwarded to the Owners Corporation Manager immediately to avoid prejudice to the Owners Corporation's rights.

**3.7.4.** Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.

**3.7.5.** An Owner or Occupier must not do or permit to be done anything that may adversely impact the premium for any insurance policy effected by the Owners Corporation.

### **3.8. Moving in and out**

**3.8.1.** An Owner or Occupier must give at least 3 days' notice to the Owners Corporation Manager before any furniture, fittings or equipment may be moved in or out of any Lot via the lift and the move must be done in a manner as directed Owners Corporation Manager.

**3.8.2.** An Owner or Occupier must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot.

**3.8.3.** Moving hours are Monday to Sunday from 10:00 am until 4:00pm or as decided by the Owners Corporation from time to time.

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**3.8.4.** An Owner or Occupier, or anyone acting on their behalf must not hold the lift doors or airlock door open and/or prevent the doors closing.

**3.8.5.** No items are to be placed up against Common Property walls or left unattended in the lobby at any time.

**3.8.6.** An Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. The Owner or Occupier will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage

### **3.9. Pets**

**3.9.1.** All animals must be registered with the Owners Corporation within 1 week of occupying a Lot and if that animal is a dog or cat, it must also be registered with the local Council.

**3.9.2.** All animals must be kept on a lead or carried through common areas.

**3.9.3.** No animal that is classed as a Restricted Breed Dog is allowed on Common Property.

**3.9.4.** If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.

**3.9.5.** The Owner or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.

### **3.10. Leases**

**3.10.1.** To ensure that living standards, safety and security of the Building are maintained for all Owners and Occupiers, these Rules and any Guidelines, will apply in regard to leasing or occupancy of Lots by non-Owners and subject to but are not limited to the following:

**3.10.1.1.** The contact details of the Occupiers and of the property manager responsible for the Occupiers must be provided to the Owners Corporation Manager prior to occupation.

**3.10.1.2.** All Occupiers may be required to be inducted by the Owners Corporation Manager in order to be granted access to the Rooftop.

**3.10.1.3.** An Owner of a Lot, which is subject to a lease or licence must ensure that the Occupier complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the Occupier has read and is bound by these Rules under the terms of their lease or licence.

**3.10.1.4.** An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the tenant to strictly comply with these Rules.

### **3.11. Short Stays**

**3.11.1.** The Owners Corporation allows short stay operators provided the Owner signs an agreement that specifically deals with short-term lettings. The Owners Corporation may update the agreement from time to time.

**3.11.2.** If the Owners Corporation discovers any Lot being let on terms outside the Residential Tenancies Act without an agreement in place, it will immediately, without any notice, de-activate all Electronic Access Passes registered to that Lot.

**3.11.3.** If the letting of Short-Term leases increases the insurance premium payable by the building, the Owners Corporation reserves the right to apportion between all owners engaged in short term letting for the respective insurance period.

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**3.11.4.** All short stay guests must be provided a copy of these rules and agree to abide by them. The Owner or Occupier of a lot will ultimately be responsible for the action of the Short Stay guest.

**3.12. After Hours**

**3.12.1.** If there is an after-hours emergency relating to Common Property an Owner or Occupier must contact the Owners Corporation Manager.

**3.12.2.** If a call does not relate to Common Property, then the person making the call to a trade directly will be liable to the costs.

**3.12.3.** Emergency contacts will be listed on the website [www.edgewatertower.com.au](http://www.edgewatertower.com.au).

**3.13. Fees**

**3.13.1.** The fees set by the Owners Corporation must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation on or before the due date.

**3.13.2.** Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

**3.13.3.** The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these Rules caused by an Owner or Occupier.

**3.13.4.** The Owners Corporation will charge penalty interest at the rate set from time to time under section 2 of the *Penalty Interest Rates Act 1983* on outstanding fees and accounts and any other amount payable to the Owners Corporations pursuant to these Rules.

**3.13.5.** The Owners Corporation may undertake debt recovery action against any Owner or Occupier to recover any amount owed to the Owners Corporation including those costs where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, the Regulations or of these Rules, including without limitation management costs, legal costs and the costs of any services or works incurred as a result of or arising from the breach.

**4. Use of Common Property**

**4.1. Use of Common Property**

**4.1.1.** An Owner or Occupier must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

**4.1.2.** An Owner or Occupier must not, without the written approval of the Owners Corporation, use for the Owner or Occupier's own purposes as a garden any portion of the Common Property.

**4.1.3.** An approval under subrule (4.1.2) may state a period for which the approval is granted.

**4.1.4.** If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.

**4.1.5.** An Owner or Occupier who is keeping an animal that is the subject of a notice under subrule (4.1.4) must remove that animal.

**4.1.6.** Subrules (4.1.4) and (4.1.5) do not apply to an animal that assists a person with an impairment or disability.

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#### **4.2. Vehicles and parking on Common Property**

**4.2.1.** An Owner or Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

**4.2.1.1.** to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

**4.2.1.2.** on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

**4.2.1.3.** in any place other than a parking area situated on Common Property specified for that purpose by the Owner's corporation.

**4.2.2.** Large commercial vehicles, oversized vehicles, and tow bars that extend out beyond the car space are not permitted in the car park.

**4.2.3.** Motorcycles must be parked in an Owners designated spot only and cannot be parked in any other part of the common area. Motorcycles must use a spreader plate to avoid damage to the asphalt.

**4.2.4.** The speed limit in the car park is 5 kph.

**4.2.5.** An Owner or Occupier must not park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park.

**4.2.6.** An Owner or Occupier must not permit cycling, rollerblading, skate boarding, roller skating, or ball games in the Car Park areas, driveways, or access pathways or any part of the Common Property.

**4.2.7.** An Owner or Occupier must not interfere with the operation, function or control of the electronic vehicle access gate.

**4.2.8.** An Owner or Occupier must not wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property.

**4.2.9.** An Owner or Occupier must not allow any build up or discharge of oil or any other fluids onto Common Property or a Car Park Lot from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation. Any additional costs incurred to remove the build up from Common Property or a Car Park Lot will be charged to the person responsible or the Owner of the Lot.

**4.2.10.** An Owner or Occupier must not park or leave a vehicle or permit a vehicle to be parked in the Car Park or a Car Park Lot which is not the Owners' or Occupiers' Car Park Lot.

**4.2.11.** The Owners Corporation is not responsible for any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park, or the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.

#### **4.3. Damage to Common Property**

**4.3.1.** An Owner or Occupier must not damage or alter the Common Property without the written approval of the Owners Corporation.

**4.3.2.** An Owner or Occupier must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.

**4.3.3.** An approval under subrule (4.3.1) or (4.3.2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.

**4.3.4.** An Owner or person authorised by an Owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

**4.3.5.** The Owner or person referred to in subrule (4.3.4) must keep any device, screen or barrier installed in good order and repair.

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#### **4.4. Storage**

- 4.4.1.** An Owner or Occupier must not store anything on Common Property without the written permission of the Owners Corporation.
- 4.4.2.** If anything is stored on Common Property without written permission, even temporarily, the Owners Corporation may at its discretion remove the item and dispose of it without any prior notice. This applies to articles stored in any Car Park, articles in the laundries, and key safes attached to any fence, gate or door.
- 4.4.3.** An Owner or Occupier must not use the Car Park for storage of any kind, including but not limited to a skip bin or portable storage container without the written permission of the Owners Corporation.

#### **4.5. Smoking**

- 4.5.1.** Smoking is prohibited in all common areas.
- 4.5.2.** Smoking on balconies will be considered a nuisance if the smoke drifts to a neighbouring property.
- 4.5.3.** An Owner or Occupier must not smoke in a bathroom as apartments are connected by the ventilation system and smoke can traverse to other apartments.

#### **4.6. Corridors and Doors**

- 4.6.1.** An Owner or Occupier must not hang any personal art work in the corridors or affix anything to Common Property walls without the permission of the Owners Corporation.
- 4.6.2.** An Owner or Occupier must not leave screen doors open as this can impact egress in case of an emergency.
- 4.6.3.** Cleaning of the screen doors is the responsibility of an Owner or Occupier and must be maintained in a clean and tidy state.

#### **4.7. Stairwells**

- 4.7.1.** Bikes must not be stored in the stairwells, either on the ground floor or the space above the twelfth floor.
- 4.7.2.** Any bikes chained to the stair balustrade will be removed and disposed of without warning.
- 4.7.3.** Bikes and other large objects must not be transported down the stairwells due to damage to the hand rails and the walls.

#### **4.8. Lobby**

- 4.8.1.** An Owner or Occupier must not leave unattended any items, such as books, magazines, clothing, furniture and electrical items in the foyer, specifically on the bench on the east side of the letter boxes or otherwise on Common Property.
- 4.8.2.** If an Owner or Occupier is identified from the security footage, they will be charged for any removal and cleanup costs.
- 4.8.3.** Important information will be displayed in the lobby notice board and lifts.
- 4.8.4.** Junk mail should be placed in the recycle slot to the right of the letter boxes. An Owner or Occupier must not leave any mail on the benches in the foyer.
- 4.8.5.** Bikes must be wheeled, and skateboards must be carried through the lobby. If damage is caused to the terrazzo floor in the lobby, then the responsible Owner or Occupier will be held liable and charged for any rectification costs.

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#### **4.9. Garden**

**4.9.1.** The front patio garden is available for use by all Owners and Occupiers. Barbecuing is permitted, however all bottles, cans and other rubbish must be removed after use.

**4.9.2.** Use of the front patio garden is not permitted after 10:00pm or before 6:00am.

**4.9.3.** An Owner or Occupier must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

#### **4.10. Laundry**

**4.10.1.** Washing machines and dryers may be used at any time between the hours of 8:00am and 10:00pm.

**4.10.2.** An Owner or Occupier must not dispose of lint onto the floor, out the window or in the laundry trough. If flooding is caused by the disposal of the lint in the trough, the Owner or Occupier will be held liable for clean-up costs and damage if flooding occurs.

**4.10.3.** An Owner or Occupier must not leave clothing in the sink while the washing machine is in use as this will also cause flooding.

**4.10.4.** An Owner or Occupier should remove washed or dried clothing in a timely manner so as to leave the washer and dryer free for use by others.

**4.10.5.** The cleaners will, from time to time, remove any items stored in laundries (except for bikes) and dispose of these items without warning.

#### **4.11. Signs and Apparatus**

**4.11.1.** An Owner or Occupier must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property, except with the prior written consent of the Owners Corporation.

**4.11.2.** An Owner or Occupier must not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

#### **4.12. Rooftop**

**4.12.1.** The following rules apply to the use of the rooftop area including the BBQ. The rules must be observed by all Occupiers of an Owners Lot or invitees of an Occupier of an Owners Lot.

**4.12.2.** The Rooftop hours of operation are not restricted on registration of these Rules but may be restricted as decided by the Owners Corporation from time to time.

**4.12.3.** Smoking is forbidden on all parts of the Rooftop.

**4.12.4.** The Rooftop area must not be used for any commercial purpose, including use by personal trainers except with the written consent of the Owners Corporation.

**4.12.5.** No impact noise or ball or racquet games are allowed on the Rooftop.

**4.12.6.** No glass bottles or drinking glasses are to be brought onto the Rooftop.

**4.12.7.** No loose furniture that can be blown off the roof are allowed on the Rooftop.

**4.12.8.** All rubbish must be taken away before leaving the Rooftop.

**4.12.9.** Portable personal and private barbeques are not permitted on the Rooftop.

**4.12.10.** The playing of music in the rooftop area is as determined by the Owners Corporation and otherwise an Owner or Occupier and their invitees must not use language or play music from speakers that is considered offensive or excessively loud.

**4.12.11.** Access to the Rooftop is only granted to Owner or Occupier. In order to program access device for roof access, a deposit may be required. Should the Owner or

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Occupier breach any of the above Rules, access will be revoked, and the deposit forfeited.

**4.12.12.** All users of the rooftop area, BBQ area must conduct themselves in a safe and proper manner and in accordance with any directions given in respect to the use of the facility in general.

**4.12.13.** In the event of any damage occurring in the rooftop area as a result of the use or misuse by an Occupier or invitee of an Occupier then that Occupier and their respective Owner will be responsible to reimburse the Owners Corporation for all loss, damage or cost incurred by the Owners Corporation as a result of any damage caused by the Occupier of the Lot or the invitee of an Occupier. The Owner and or Occupier is responsible for the actions of the Owner or Occupier's invitees within the Rooftop. The area must be satisfactorily cleaned after use and any additional costs incurred as a result of a breach of these Rules will be charged to the Owner of the Lot.

**4.12.14.** An Owner or Occupier indemnify and release the Owners Corporation from and against any loss or cost due to the Occupier's or invitee of an Occupier's failure to observe the rules and requirements given by the Owners Corporation.

**4.12.15.** The Owners Corporation may make additional or separate rules relating to the use of the rooftop area and BBQ area provided they are not inconsistent with these Rules. If the rules relating to the rooftop area or BBQ area are breached it will constitute a breach of these Rules and may result in restrictions of use being imposed on the Owner or Occupier.

**4.12.16.** All Owners, Occupiers and their Invitees must at all times not interfere with the use and enjoyment of the common facilities by others.

**4.12.17.** An Owner or Occupier: -

**4.12.17.1.** must not breach nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the rooftop area and surrounding designated areas;

**4.12.17.2.** must ensure that all of their visitors are accompanied by an Owner or Occupier on the rooftop area at all times

**4.12.17.3.** irrevocably acknowledge and agrees that utilisation of the rooftop area and facilities is at their own risk;

**4.12.17.4.** must not allow any person under the age of 17 years to be in any of the recreational facilities without appropriate supervision;

**4.12.17.5.** must not engage in hazardous activity on the rooftop or cause or allow excessive noise while using any facilities;

**4.12.17.6.** must not allow or cause any of the facilities to be used by anyone other than an Owner or Occupier or member of the immediate family of an Owner or Occupier;

**4.12.17.7.** must wear appropriate footwear when going to or leaving the rooftop;

**4.12.17.8.** must be appropriately attired whilst on the rooftop;

**4.12.17.9.** must not access the rooftop or cause or allow the rooftop to be accessed outside the hours of access designated from time to time by the Owners Corporation.

#### **4.13. BBQ**

**4.13.1.** The following rules apply to the use of the BBQ. The rules must be observed by all Occupiers of an Owners Lot or invitees of an Occupier of an Owners Lot. All Owners and Occupiers acknowledge and agree that: -

**4.13.1.1.** The BBQ is available for use between 10:00am to 10:00pm daily (subject to the Owners Corporation advising otherwise). Use of the BBQ is on a first-come first-serve basis;

**4.13.1.2.** an inspection of the BBQ area will be carried out by the Owners Corporation Manager or the cleaners to ensure that the BBQ is clean and that all its fixtures and fittings are in good operating condition at the end of each usage;

**4.13.1.3.** Occupiers, Owners and their invitees must not remove, detach, uninstall or take away any of the equipment or fittings which are part of the BBQ;

**4.13.1.4.** any activities which may cause annoyance, disturbance or injury to other users are strictly prohibited in this area. The Manager reserves the right to disallow access to any person(s) found to cause annoyance or disturbance to other users at the Manager's discretion.

**4.13.2.** Occupiers, Owners and their invitees must ensure that the BBQ is used in accordance with the operating instructions provided and its surrounding areas are left in a clean condition after use. Any costs incurred to clean the area or repair any damage shall be borne by the Occupant.

**4.13.3.** Children under the age of 15 must be accompanied and supervised by an adult who shall be responsible for their safe and proper behaviour.

**4.13.4.** All Occupiers, Owners and their invitees shall use the BBQ area and the BBQ at their own risk. The Owners Corporation will not be held responsible for any injuries or damage of property whatsoever and howsoever caused to or sustained by any Occupiers, Owners and their invitees when using the BBQ facilities.

#### **4.14. Bikes**

**4.14.1.** In order to store a bike in the bike room, an Owner or Occupier must complete a request form available on the website at [www.edgewatertowers.com.au](http://www.edgewatertowers.com.au) and forward to the Owners Corporation Manager.

**4.14.2.** Bikes may be stored in the unused laundries but only on the hooks provided.

**4.14.3.** The Owners Corporation accepts no responsibility for any loss or damage to any bike.

**4.14.4.** An Owner or Occupier may not reserve a hook for permanent use. If a hook is vacant it may be used by anyone.

**4.14.5.** The bike rack outside the Spenser Street entrance is reserved for visitors. It should not be used by residents for permanent bike storage.

**4.14.6.** Bikes must not be stored in the stairwells, either on the ground floor or the space above the twelfth floor. Any bikes chained to the stair balustrades will be removed and disposed of without prior warning as will any bikes left on Common Property.

#### **5. Lots**

##### **5.1 Change of use of Lots**

**5.1.1** An Owner or Occupier must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

##### **Example**

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

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## 5.2 External appearance of Lots

- 5.2.1 An Owner or Occupier must obtain the written approval of the Owners Corporation before making any changes to the external appearance of their Lot.
- 5.2.2 An Owners Corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity or the value of other Lots and/or Common Property.
- 5.2.3 An Owner or Occupier must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.
- 5.2.4 An Owner or Occupier, when visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property.
- 5.2.5 An Owner or Occupier must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall, without first obtaining the written approval and direction of the Owners Corporation.
- 5.2.6 An Owner or Occupier must not place, display or hang any item (including but not limited to any item of clothing, objects-d'art or any wind chimes) on or from a balcony forming part of the Lot or Common Property.
- 5.2.7 Nothing may be stored in a balcony that is visible above the height of the balustrade.
- 5.2.8 An Owner or Occupier must not place glass-topped tables or lightweight furniture on the balcony due to the risk that the glass top or the furniture will become airborne in a high wind.
- 5.2.9 Written permission from the Owners Corporation must be obtained prior to fixing anything to the balcony.
- 5.2.10 The floor of the enclosed balcony must not be raised if it becomes non-compliant with the Australian Building Code.
- 5.2.11 An Owner or Occupier must not remove the concrete edging between the apartment and the balcony as this forms part of the structure.
- 5.2.12 An Owner or Occupier must not allow water to flow over the edge of a balcony as this causes a nuisance to the neighbors below and can discolour the building's paintwork. If this occurs the Owner or Occupier will be charged for repainting the discolourations.
- 5.2.13 An Owner or Occupier must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots.
- 5.2.14 An Owner or Occupier must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation, which may be subject to conditions to maintain a consistent external appearance of the Building.
- 5.2.15 An Owner or Occupier must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Building.
- 5.2.16 An Owner or Occupier must not erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation, which may be subject to conditions to maintain a consistent external appearance of the Building.
- 5.2.17 An Owner or Occupier must not allow any balcony to become unkempt or unsightly.
- 5.2.18 An Owner or Occupier must not store anything which is dangerous or flammable on a balcony.

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**5.2.19** An Owner or Occupier must not hang window furnishings (including but not limited to, curtains, blinds or window coverings of any type) that are visible from outside the Lot unless those window furnishings are neutral in appearance to the exterior of the Building.

**5.3 Requiring notice to the Owners Corporation of renovations to Lots**

**5.3.1** An Owner or Occupier must notify the Owners Corporation when undertaking any renovations or other works that may affect the Common Property and/or other Lot owners' or occupiers' enjoyment of the Common Property.

**5.3.2** An Owner or Occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and will not undertake any building works within or about or relating to the Lot which affects Common Property, services within Common Property and/or other Lots unless the Owner or Occupier provides to the Owners Corporation manager all things required by this Rule.

**5.3.3** In considering a request for consent to the building works, an Owner or Occupier must provide the Owners Corporation Manager with:

**5.3.3.1** Plans and specifications of any works proposed by the Owner or Occupier which affect the external appearance of the Building, or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and

**5.3.3.2** Such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the Building; and

**5.3.3.3** A copy of the contractor's current public liability insurance certificate; and

**5.3.3.4** Copies of all plans and specifications relating to the building works and any other required permits, approvals and/or consents under all relevant laws including but not limited to, council by-laws and Regulations for the building works; and

**5.3.3.5** An acknowledgement that all works will be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them and these Rules.

**5.3.4** An Owner or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

**5.3.5** An Owner or Occupier must ensure that the Owner or Occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

**5.3.6** An Owner or Occupier must not allow works to be carried out outside the following times:

Monday to Friday	Before 8:00 am and after 6:00 pm
Saturday	Before 8:00 am and after 12:00 pm (noon)
Sunday and public holidays	At any time

**5.3.7** At any time, the Owners Corporation may request, and the Owner or Occupier must produce any contractor's risk insurance (including public liability) policy to the satisfaction of

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the Owners Corporation and deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation within 3 days of a request.

**5.3.8** An Owner or Occupier shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the Owner or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and in that event the Owner or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage.

**5.3.9** Any works shall comply with council Regulations and where necessary an Owner or Occupier must obtain a council planning permit before proceeding with any building works.

**5.3.10** The Certificate of Final Inspection must be supplied to the Owners Corporation Manager promptly on completion.

**5.3.11** The following restrictions apply to all Building Works:

**5.3.11.1** Building materials must not be stacked or stored in any common areas of the building;

**5.3.11.2** Scaffolding must not be erected on the Common Property or the exterior of the building without written consent from the Owners Corporation;

**5.3.11.3** Construction work must comply with all Laws of the relevant statutory and government authorities;

**5.3.11.4** The exterior and the Common Property of the Building must always be maintained in a clean, tidy and safe state;

**5.3.11.5** Skips must not be placed on the Common Property without prior permission from the Owners Corporation;

**5.3.11.6** Construction vehicles and construction workers' vehicles must not be parked in or on the Common Property other than in the Proprietor's own allotted car parking space;

**5.3.11.7** Building waste must not be disposed of in the council supplied waste bins and must be taken off site by the contractor.

#### **5.4 Balconies**

**5.4.1** Prior to enclosing a balcony, an Owner must obtain permission from the Owners Corporation and permission from the local council.

**5.4.2** In order to receive Owners Corporation permission, an Owner must complete a request form and must acknowledge having read, and understood, the conditions for the enclosure which will constitute a license over the Common Property.

**5.4.3** The balconies were not designed to be enclosed and as a result of enclosure, some windows leak. All leaks will be the responsibility the Owner.

**5.4.4** The Owners Corporation will not accept any responsibility for leaking in-fills, and any repairs to infills are completely the responsibility of the Owner.

**5.4.5** The Owners Corporation will not be responsible for the cost of replacement of any components, whether glass or non-glass, of the windows, (including sealants), or the new returns (e.g. the replacement or correction of concrete spalling). Should this become necessary, the Owner will be responsible for these costs.

**5.4.6** If maintenance work is required on the balustrade or the new returns, and this work requires access to the interior concrete surfaces or structural fixings, the Owners Corporation will not be responsible for the cost of removal, reinstatement, or replacement of any internal furnishings, finishes, or constructions which may need to be removed or disturbed in the course of the work.

#### **5.5 Enclosed balcony requirements**

**5.5.1** In order to obtain consent to replace, upgrade, repair or remove a window or balcony infill, an Owner must, in addition to the remainder of Clause 5.3:

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5.5.1.1 Supply a dimensional drawing of the window design suitable for use in applications for the necessary building and planning permits. The design must comply with the requirements set out these Rules or any Guidelines; and

5.5.1.2 Supply a draft application to local Council for a planning permit in the Owner's name; and

5.5.1.3 Sign a letter to undertake to be bound by the requirements of the Rules or any Guidelines; and

5.5.1.4 Send the documentation to the Owners Corporation Manager, together with documentary proof that the contractor holds adequate public liability insurance cover for the work.

5.5.2 Building and planning permits from the local Council must be obtained and copies of the permits must be supplied to the Owners Corporation Manager before construction begins.

5.5.3 Any damage done to the building during the work must be notified promptly to the Owners Corporation Manager. All costs incurred in making good the damage will be borne by the Owner.

5.5.4 If the balcony returns are to be constructed of concrete, they must comply with the specifications accompanying the Infill Specification Drawings.

5.5.5 An Owner may choose to use laminated white safety glass as detailed in the Infill Specification Drawings and otherwise must be white and of laminated safety glass, which meets or exceeds the relevant safety standards.

5.5.6 The design of the windows must strictly comply with the Infill Specification Drawings.

5.5.7 For the North-South balconies and the East-West balconies of the A, B, G, and H designated apartments, there are to be six (6) full height panes only (i.e. no cross members at intermediate heights) on the main elevation, of equal width.

5.5.8 For the North-South balconies of the C, D, E, F designated apartments, there are to be four (4) full height panes only (i.e. no cross members at intermediate heights) on the main elevation, of equal width.

5.5.9 The outermost glass surfaces are not to protrude beyond the plane of the exterior surface of the balustrade or end return.

5.5.10 Modifications to returns, where required, are not to interfere with integrity of any existing adjacent returns.

5.5.11 Windows are to be of either a fixed or sliding type (on main elevation), with frames of white powder coated aluminum. Frames must not be PVC, timber, or any other material. Double glazing is permitted.

5.5.12 The windows and the installation generally are to comply in every respect with all building standards, Regulations, and requirements applicable and in force at the time of construction.

5.5.13 Glass may only be clear, or of grey tint. No other tint colour is permitted including black, green, blue, bronze or reflective glass.

5.5.14 Exterior fly screens are not permitted in the new construction or subsequently installed.

5.5.15 Expansion type bolts or anchors are not to be used in fixings to the original concrete structure of the building (including balustrades). Adhesive-type fixings are to be used.

5.5.16 Wood is not to be used anywhere in the installation.

5.5.17 Protruding flashings and accumulations of sealants on the building exterior are not to remain on completion of the Building Works.

## 5.6 Air Conditioner Units

5.6.1 Any new air conditioner must be approved by the Owners Corporation prior to installation.

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**5.6.2** An Owner or Occupier must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied to ensure that water is not falling onto another Lot or within Common Property.

**5.6.3** A split system condenser may only be installed in an open balcony and may not be affixed to any exterior part of the building, including any ledge. The condenser must be installed so that it cannot be seen above the level of the balustrades or the balcony.

**5.6.4** No air conditioner or condenser may be installed on any ledges outside an apartment or the roof of the building, nor may it traverse balconies.

**5.6.5** Air conditioners must be installed so that no condensation is dispersed from a balcony or down the side of the building.

**5.6.6** Window mounted air conditioners are also acceptable and must be installed in line with all other window-mounted units in the building.

#### **5.7 Bathroom Exhausts**

**5.7.1** The bathroom exhaust at Edgewater Towers is powered by centralised Rooftop fans running 24 hours a day. An Owner or Occupier must not fit a fan over the exhaust grille in a bathroom.

#### **5.8 Trades People**

**5.8.1** Trade contractors are not allowed to access utilities from common areas to carry out their work. The use of power or water must be from a Lot unless the Owner or Occupier has written permission from the Owners Corporation.

**5.8.2** Trades people using the lift and internal areas of the Common Property must provide adequate protection to the flooring and finishes.

**5.8.3** If a trades-person triggers a fire alarm, causing the Melbourne Fire Brigade to attend at the Building, the Owner will be charged the full callout fee.

### **6 Behaviour of persons**

#### **6.1 Behaviour of owners, occupiers and invitees on Common Property**

**6.1.1** An Owner or Occupier must take all reasonable steps to ensure that guests of the Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

#### **6.2 Noise and other nuisance control**

**6.2.1** An Owner or Occupier, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

**6.2.2** Subrule (6.2.1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

**6.2.3** Noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property. Noise or vibration must not be audible or perceptible outside a Lot.

**6.2.4** Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property in accordance with the following:

Monday to Friday	Before 7:00 am and after 10:00 pm (11:00 pm Friday)
Saturday	Before 8:00 am and after 11:00 pm

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Sunday and public holidays	Before 9:00 am and after 10:00 pm
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**6.2.5** All floors within a Lot must be carpeted or sufficiently covered to ensure that the Occupier does not cause footfall or impact noise to a vertical neighbor.

**6.2.6** Noise caused by renovations, building works, or repairs to a Lot are not permitted at the following times:

Monday to Friday	Before 8:00 am and after 6:00 pm
Saturday	Before 8:00 am and after 12:00 pm (noon)
Sunday and public holidays	At any time

## **7 Dispute resolution**

**7.1** The grievance procedure set out in this rule applies to disputes involving a Lot Owner, Owners Corporation Manager, or an Occupier or the Owners Corporation.

**7.2** The party making the complaint must prepare a written statement in the approved form.

**7.3** If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

**7.4** If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

**7.5** The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

**7.6** A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

**7.7** If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.

**7.8** This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

*I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation on 18th April 2022*

*T.Sahar*

**Tal Sahar**

**Owners Corporation Manager**

**Suite 1, Level 3 521 Toorak Rd, Toorak VIC 3142**

**30th August 2022**

**MINUTES OF 2022 ANNUAL GENERAL MEETING  
OWNERS CORPORATION PLAN NO. PS743082B  
12 MARINE PARADE, ST KILDA VIC 3182 (EDGEWATER TOWERS)**

The meeting of the Owners Corporation was held via Zoom on

**Tuesday – October 25<sup>th</sup> 2022 at 6:00pm**

## 1. Registration of Attendance, Apologies, Proxies

## 1.1 Present

<u>Name:</u>	<u>Lot</u>
Caroline Duyvestyn	GH
Michael Renzella (Rosajean Pty Ltd)	1A, 1B
John Van Der Laan	2A
Don Shaw	2G
Russell Jessop	3A
Ana Mikulic	3E
Lindsay King	4A
Mark Brickles	4G, 10F
Jennifer Delahunt	5F
Aaron Scott	5G
Craig Nobbs	6A
Heath Taylor	6C
Roger Hackworth	6F
Leonie Rosenzweig	6H
Noel and Brenda Buckley	7G
Marg Harvey	8C
Morgan Adams	9G
Michael Cass	9E, 8A
Sym and Susan Kohn	9H
Colin Trewern	10A
Brad Jamieson	11F
Nancye Edwards	12H

## 1.2 Apologies

Nil

### 1.3 Proxies

Angela Leighton 5A, 5B in favour of Russell Jessop  
Di Kilsby 5D in favour of Jenny Delahunt

## 1.4 Other Attendees

Tal Sahar Owners Corporation Manager, Tideways Pty Ltd

## 1.5. Quorum

As less than 50% of 101 lots were represented either in person or by way of proxy, a quorum was not declared. The meeting proceeded with all decisions being "interim decisions". The interim decisions become decisions of the Owners Corporation if no petitions are received within 29 days from the date of the meeting as per s78. of the Act.

### Owners Corporation Act 2006

#### Section 78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation:
  - a) Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - b) If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - c) If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 29 day period.

## 2. Adoption of Meeting Rules

**IT WAS RESOLVED** that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.

Motion carried without dissent

## 3. Appointment of chair of the meeting

**IT WAS RESOLVED** that Tal Sahar be appointed to chair the meeting.

Motion carried without dissent

## 4. Voting procedure

**IT WAS RESOLVED** that the votes on all motions will be done via electronic voting.

Motion carried without dissent

## 5. Minutes of the previous annual general meeting

**IT WAS RESOLVED** that the Minutes of the previous Annual General Meeting for Owners Corporation PS743082B held on 01/03/2022 be confirmed as a true and accurate record of that meeting.

Motion carried without dissent

## **6. Owners corporation reports**

### **6.1. Committee Report**

Sym Kohn provided a verbal report of the Committee's activities.

Russell Jessop provided an overview of Greening Committee's activities. A copy of the slides presented are included with these minutes.

### **6.2. Manager's report**

It was noted that the Manager's Report was included with the Notice of Meeting.

## **7. Financial Matters**

### **7.1. Financial statements for the period 01/07/2021 – 30/06/2022**

**IT WAS RESOLVED** that the independently audited financial statements for the period 01/07/2021 – 30/06/2022 be received and accepted as tabled.

Motion carried without dissent

### **8. Annual budget and fees for the financial year 01/07/2022-30/06/2023**

#### **8.1. Administration fund budget**

**IT WAS RESOLVED** that the proposed annual administration fund budget for the financial year 01/07/2022-30/06/2023 of \$306,034.77 plus GST be approved.

Motion carried without dissent

#### **8.2. Administration fund fees**

**IT WAS RESOLVED** that the annual administrative fund fees for the financial year 01/07/2022-30/06/2023 of \$306,034.77 plus GST be approved and that fees are collected quarterly in advance.

Motion carried without dissent

As levies have already been issued at the old rate for a portion of the current financial year, it is intended and necessary that a one-off adjustment levy be issued shortly following the AGM and payable within 28 days after the issue date.

#### **8.3. Deficit levy**

**IT WAS RESOLVED** that a one-off administration fund deficit levy be raised in the amount of \$64,396.59 plus GST and payable 28 days after the issue date.

For: 22      Against: 1      Abstain: 0

## **9. Maintenance fund fees**

**IT WAS RESOLVED** that the annual maintenance fund fees for the financial year 01/07/2022-30/06/2023 of \$154,768.64 plus GST where applicable be approved and that fees are collected quarterly in advance.

Motion carried without dissent

#### **9.1. Maintenance Fund Special levy**

**IT WAS RESOLVED** that a maintenance fund special levy be raised in the amount of \$183,636.36 plus GST and payable within the current financial year. The Owners Corporation committee will determine the timing of the special levy payment.

For: 22      Against: 1      Abstain: 0

Motion carried

### **10. Compliance**

#### **10.1. Maintenance plan**

It is noted that the Owners Corporation has a maintenance plan, a copy of which is available to lot owners upon request / or can be downloaded from the StrataMax Portal

The Maintenance Plan was prepared on 19/01/2019.

### **11. Insurance**

#### **11.1. Insurance policy details**

Insurance Broker:	Resolute
Insurer:	CHU Underwriting Agency Pty Ltd
Policy:	13307
Building Cover:	\$41,100,000
Period:	20/08/2022 to 20/02/2023
Public Liability:	\$30,000,000
Office Bearers Cover:	\$5,000,000
Premium:	\$23,199.73

#### **11.2. Building reinstatement and replacement valuation**

The last Building reinstatement and replacement cost valuation was completed 07/07/2020.

**IT WAS NOT RESOLVED** that the Owners Corporation obtain a valuation of the reinstatement and replacement cost of the building/s and for the insurance cover to be adjusted in line with the new valuation.

Motion defeated unanimously

#### **11.3. Insurance Renewal**

**IT WAS RESOLVED** that the Owners Corporation Committee is delegated the authority on behalf of the Owners Corporation to select and approve the most appropriate insurance renewal policy based on quotes and recommendations put forward by the insurance broker.

Motion carried without dissent

**IT WAS RESOLVED** that should the Committee not provide clear instruction to the Manager at least five (5) business days prior to the policy expiry, a Standing Direction be given to the Owners Corporation Manager to renew the insurance policy at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the replacement and reinstatement report, whichever is greater.

**Personal/Owners contents & legal liability**

*Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains and light fittings).*

Motion carried without dissent

**12. Debt recovery, interest and arrears**

**12.1. Charging of penalty interest**

**IT WAS RESOLVED** that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other lesser amount as included in the Owners Corporation rules. The maximum penalty rate is 10% p.a. which is calculated daily on overdue fees.

Motion carried without dissent

**12.2. Lot owners in arrears**

**IT WAS RESOLVED** that the Owners Corporation may initiate legal proceedings against a lot owner if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with recovering the money owed, including solicitors' charges, will be invoiced to the Owners Corporation account of the relevant lot owner and the relevant lot owner will be liable for all of those costs. The Owners Corporation manager is authorised to take any action necessary to facilitate the recovery of debt.

For: 21      Against: 2      Abstain: 0

Motion carried

**12.3. Cost Recovery**

**IT WAS RESOLVED** that any person responsible for the Owners Corporation incurring costs and expenses because of a default or breach of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2018 or the rules of the Owners Corporation will be liable and responsible for paying those costs and expenses and the Owners Corporation is empowered to take any action necessary to recover the costs and expenses from that person.

For: 22      Against: 1      Abstain: 0

Motion carried

**13. Committee of Management**

**13.1. Committee of Management**

**IT WAS RESOLVED** that a committee of nine (9) members be appointed until a new committee is elected

<u>Name</u>	<u>Lot</u>
1. John Van Der Laan	2A
2. Russell Jessop	3A
3. Ana Mikulic	3E
4. Mark Brickles	4G
5. Roger Hackworth	6F
6. Morgan Adams	9G
7. Michael Cass	9E
8. Sym Kohn	9H
9. Colin Trewern	10A

### **13.2. Delegation to the committee**

It is noted that the Committee is delegated all the powers and functions that may be delegated under s11 of the Owners Corporations Act 2006.

## **14. Appointment of Manager**

### **14.1. Contract of Appointment**

Tideways Management contract with your Owners Corporation is current until 16th December 2023.

### **14.2. Delegation to the Manager**

It is noted that pursuant to Section 11 of the Act, the Owners Corporation delegates powers and functions to the Manager as set out in the Act and in the Contract of Appointment.

## **15. Building Façade Remediation – Update / Next Steps**

The full update was covered in the committee report. In brief, the Owners Corporation is looking to progress the façade works early in 2023 by engaging a consultant to prepare a detailed scope of works.

## **16. General Business**

There were no items for general business

**THE MEETING WAS DECLARED CLOSED AT 7:17pm**

Edgewater  
Towers  
Greening  
Working  
Group

Progress  
Report No.2  
October 2022

# Greening Working Group

Meeting together most months in 2021/22

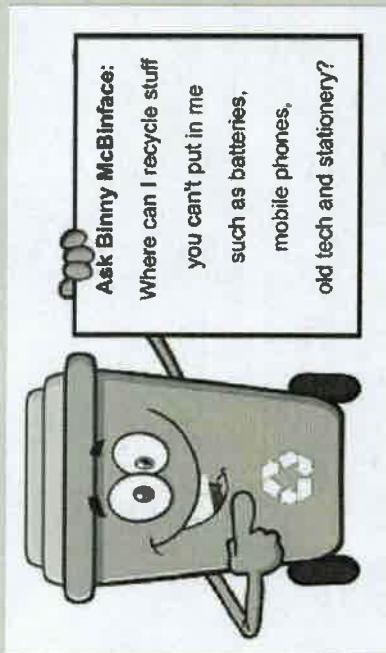
Current members: Marg Wilson, Susan Kohn,  
Gabrielle Townsend, Lainie Cann, Jenny  
Delahunt, Don Townsend, Di Kilsby (now absent  
overseas from 9/22), Alyson Campbell, Russell Jessop.

Thanks to past members Clara Van Der Kooi, Ana  
Mikulic and Roger Hackworth.

*New members welcome!*



Recycling  
information  
Regular  
posters on  
recycling  
Please use  
recycling bins  
correctly!



# Reducing our food waste

We can divert roughly 100-140kg of organic waste per month

Waste caddies available on request from Greening Working Group

*Please compost: help reduce our carbon footprint!*



## Facilitating recycling

Collection of empty  
toothpaste and dental  
floss containers

Started January 2022  
– very successful!

Box in lobby last  
weekend of each  
month.



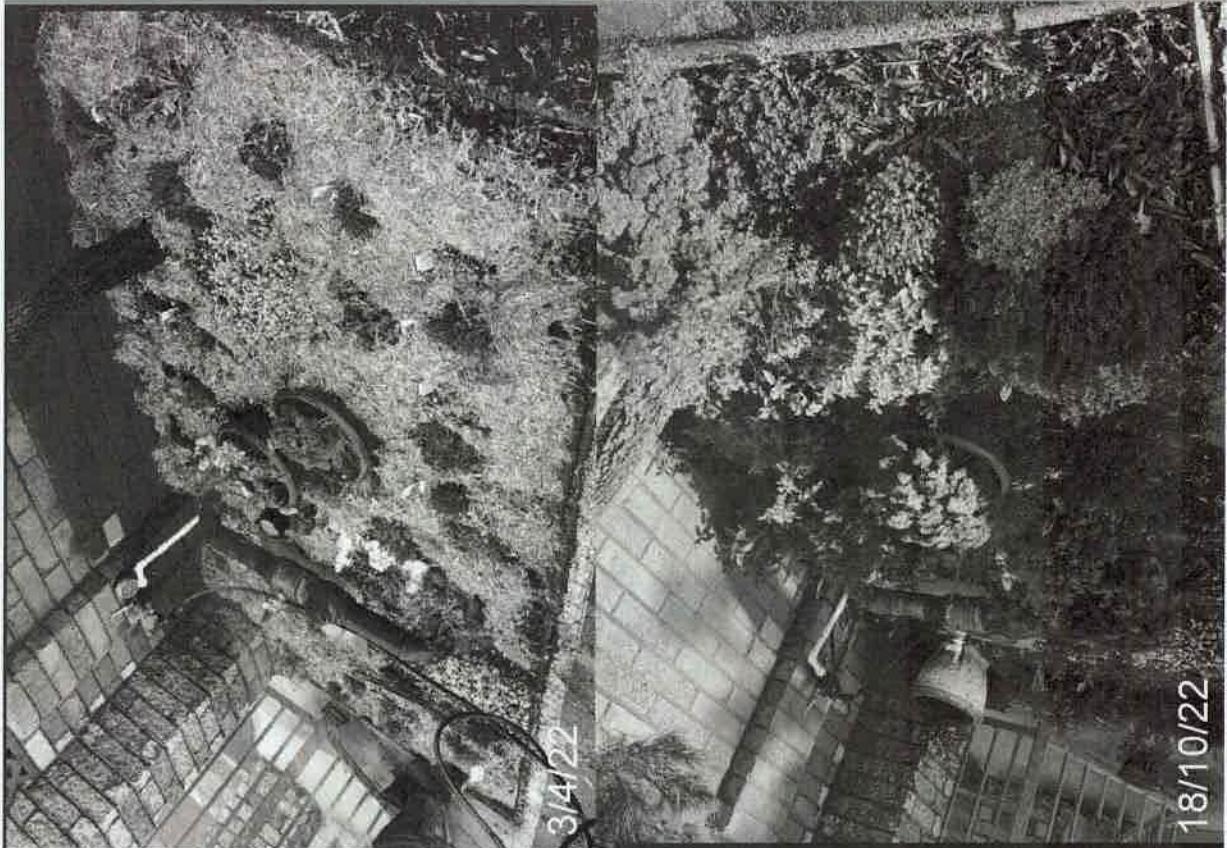
# Herb garden

Working bee Sunday

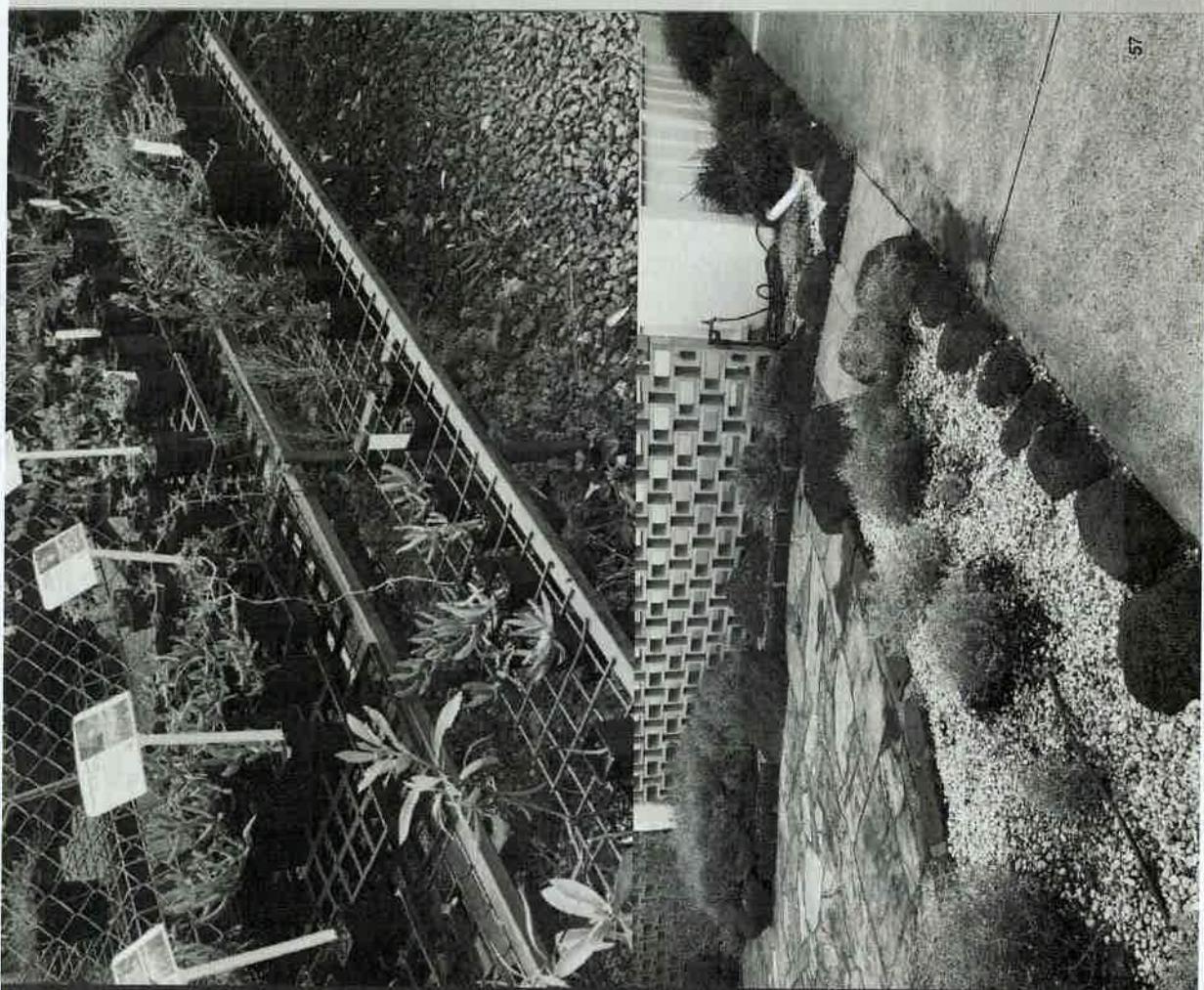
3 April 2022

*Thanks to volunteer  
residents on the day*

*Herb Plants  
established and now  
ready for your use!*



18/10/22



# Indigenous gardens

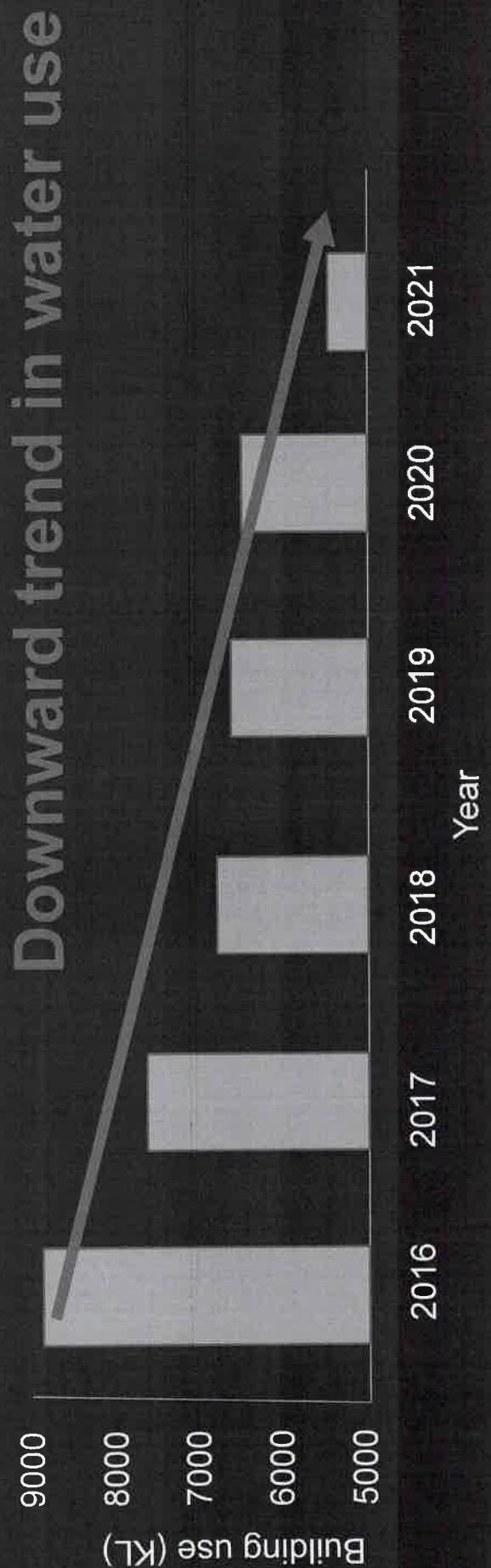
Replacement plantings  
working bee Sunday  
7 May 2022

*Thanks to volunteer  
committee members on  
the day*

*Approx. 50% plantings  
survival rate!*

# Edgewater Towers – Water Consumption 2021

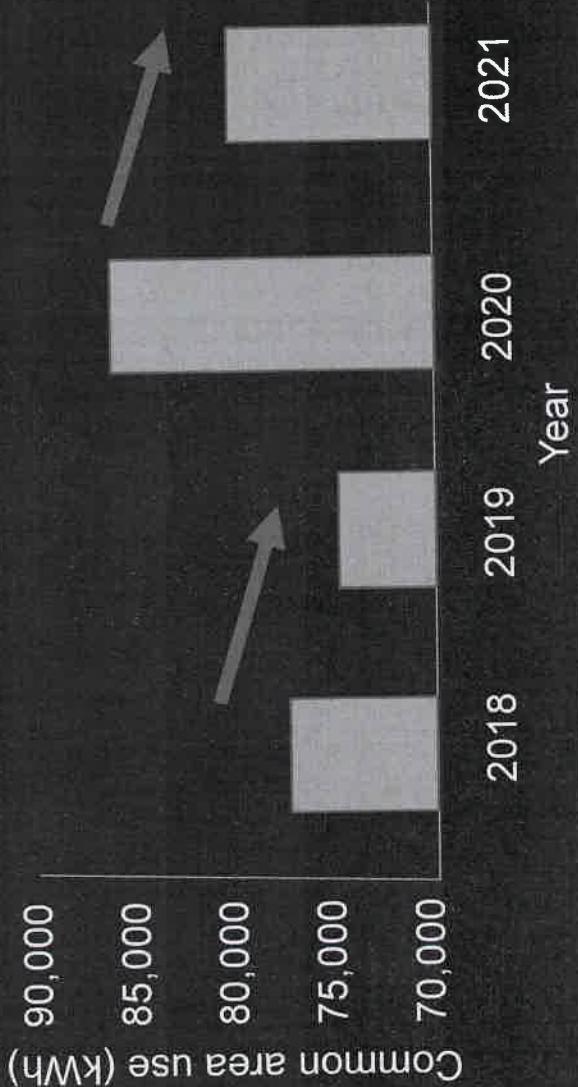
Year	2016	2017	2018	2019	2020	2021
Water Use (KL)*	8971	7581	6732	6473	6447	5140
Improvement (%) from base 2016	Baseline	15.4	24.9	27.8	28.1	42.7
Improvement (%) year on year	Baseline	15.4	11.1	3.8	0.4	20.2



\*Approx. estimated from Southeast water billing unit 3A\*101units = building total

# Edgewater Towers – Electricity Consumption 2021

Year	2018	2019	2020	2021
Elec Use (kWh)*	78,736	74,575	85,887	83,323
Improvement (%) from base 2018	Baseline	5%	(9%)	(6%)
Improvement (%) year on year	Baseline	5%	(15%)	3%



2020 & 21 higher as more lift journeys in Covid lockdown.

Based on 0.98 emission factor 2020-21 is approx. 82 Tonnes carbon dioxide equivalent.

Encourage able residents to use stairs to reduce carbon emissions

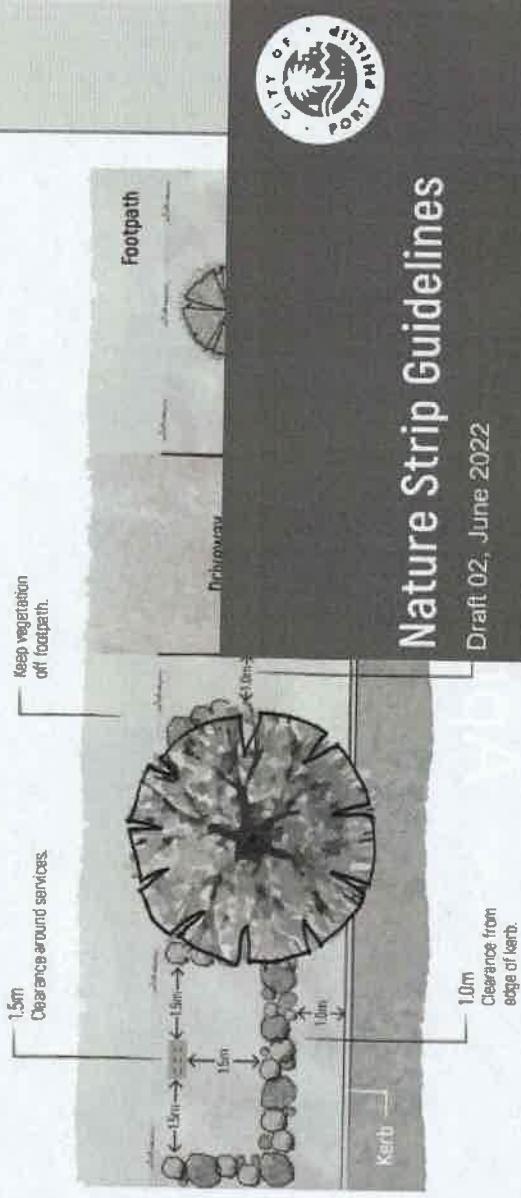
\*Tango Energy Common areas energy (lighting, WC ventilation fans, lifts, laundries, BBQs & cleaner's water heater)

# Future Opportunities

# New City Port Phillip Nature Strip

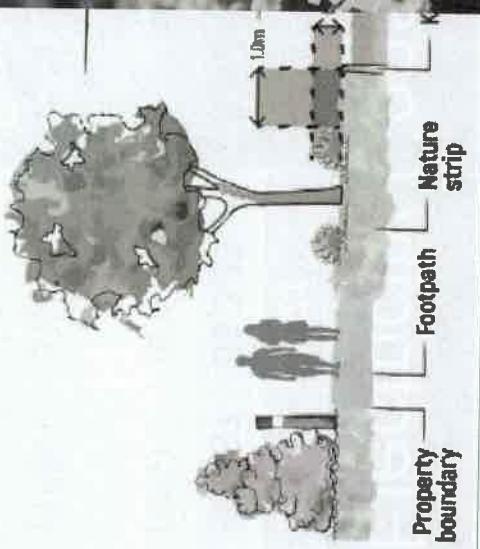
Investigate potential  
for improved nature  
strip options

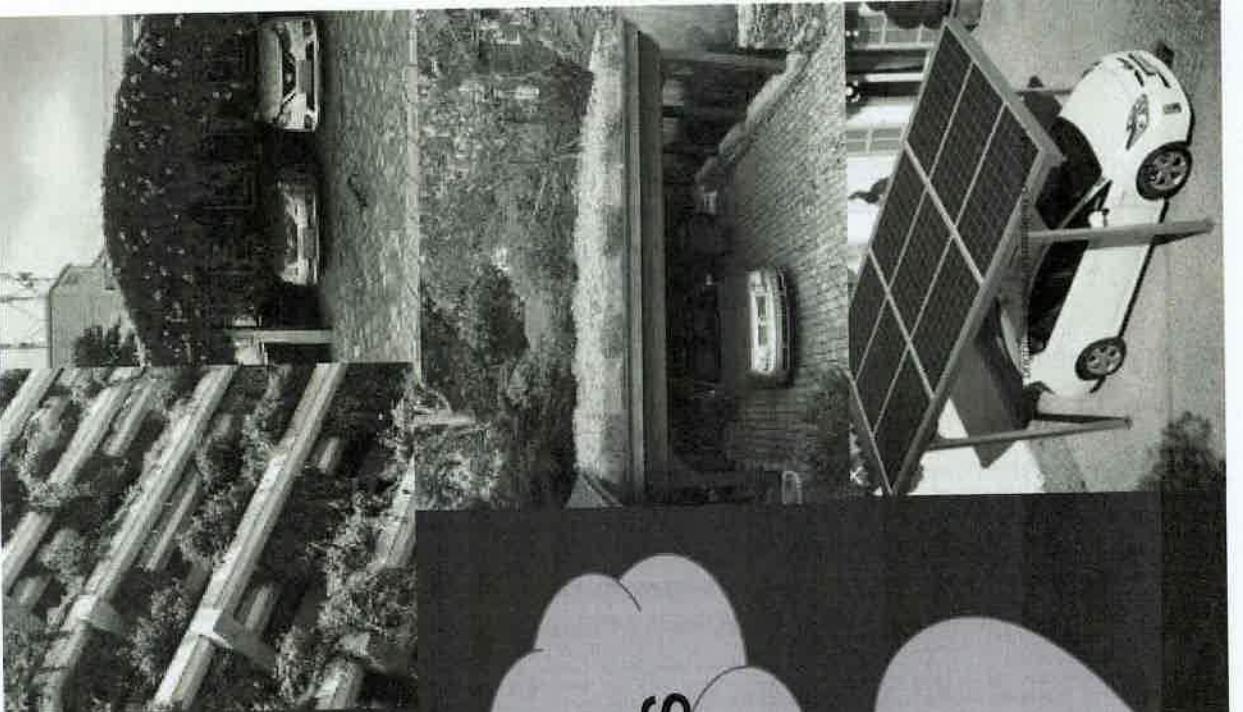
## Clearance areas



Nature Strip Guidelines

Draft 02, June 2022





**FUTURE  
VISION**

Events!

Strategic plan:  
we want your  
ideas!

Conversations

Fun!

**PLEASE JOIN IN!**

*## Post-script January 2023: A written report on behalf of the committee has been appended to the minutes of the Annual General Meeting.*

### **Chairs Report 2022 AGM**

I'd like to welcome you all to the 2022 AGM.

On behalf of the Committee (Ana Mikulic, Russell Jessop, John Van Der Laan, Mark Brickles, Colin Trewern, Michael Cass, Roger Hackworth and for part of the year also Ty Brierly) I'd like to thank all Committee members for their attendance at meetings and dedicated hard work on behalf of us all at Edgewater. I'd also, on behalf of the Committee, thank Tal Sahar and Tideways. I also want to help Russell Jessop who materially assisted in drafting this report.

#### **Lift:**

We had difficulty advancing the lift project in the past year. We delayed the tender process for the lift upgrade from late 2021 (in an over-heated construction market) to early 2022 to ensure we had a fully competitive tendering process. Based on the advice and recommendation from our specialist lift consultant LML we have awarded the two lift contracts. Schindler is the successful lift supplier for both lifts. Works are underway with the West (Lift 1) demolition currently down to Level 9 and imminent demolition in a couple of weeks' time that will generate noisy work for around 3 weeks. (Refer to the Lift Report). Important Lift Project notices will be issued on MIMOR. The West (Lift 1) is anticipated to be complete by August 2023. The East (Lift 2) would only start after the West (Lift 1) is complete.

The lift project returned tender pricing was higher than originally budgeted and we also have paid the deposit for the second East (Lift 2) very far in advance of those works starting which we had not previously envisaged, and so we have looked very carefully at our cashflow. Although we plan to keep the quarterly fee charges the same as last year, we anticipate a one off special maintenance levy of \$2,000 to ensure that we have the funds to make a contracted payment at the beginning of next financial year.

#### **Conversion to Strata and car leases:**

There were some hiccups which delayed the lodgement of the OC Rules. This has been resolved and we expect OC Rules to be registered shortly. Once the OC rules are registered, we can proceed to review the issuance of the car park leases. In the meantime, we will confirm the car park lease agreement should you need this information to complete a sale in the building. Another issue that has arisen is the transfer of funds between the Administration budget and the Maintenance budget. As a strata-titled building, we must keep the two funds separate and account for them separately, which we have now done for the coming year. There will be an adjustment period for a year until we can balance the budget for both funds. Another consequence of the conversion is that we move to a "user-benefit" principle for maintenance. If an owner will solely benefit from a repair, that owner will be responsible for the cost of that repair. This will have ramifications for future repairs.

#### **Future façade upgrade:**

We have also included in next year's budget the future cost to engage building façade consultants to plan a future façade upgrade, or the planning for the future façade, windows and repainting.

The last concrete façade remediation, common area window refurbishment and building repainting was completed in 2011 and it is now time to plan for the next upgrade. This will include enclosed balcony windows that were not included in that 2011 scope of work, and have, in some cases, not been repaired in decades. We had a façade inspection a few years ago that included photos of the façade including rotten window frames and in a recent “once-in-a-hundred-year- storm occurrence”, an aged balcony window enclosure failed and impacted the lobby roof and a neighbouring property.

As it could become dangerous to leave these repairs until we collect the required funds (anticipated to cost multiple millions of dollars), we are looking at various means of financing the project in ways that will provide individual owners with the greatest flexibility and the least cost. In accordance with the “user-benefit” principle, we must also determine the share of these costs that individual owners must bear, and the share borne by the building as a whole where there is common benefit. We will seek legal advice and review other peer benchmarks to understand how best the costs are to be shared between the individual owners and the entire building. We will look at previous VCAT rulings in this area to help us determine the amount of OC contribution.

We hope to get to a position where owners who wish, can pay up front, and those who prefer, can spread repayments over a number of years. In this way all owners can achieve the same outcome without financial hardship. We will hold a number of information meetings to discuss this matter with owners and a General Meeting for owners to decide on how to proceed.

Colin Trewern and Roger Hackworth have started to look into this on behalf of the Committee and we anticipate appointing a building façade consultant (with previous experience with The Plaza, 333, Beaconsfield Parade and Sunset Beach Tower, 350, Beaconsfield Parade) to scope out the works for budgeting purposes starting early next year. Façade works would not start until after (East Lift 2) works are completed so no earlier than 2024.

### **Greening Committee Report (Russell Jessop)**

#### **Progress Report #2 October 2022:**

This is the second report by the Greening Committee. We first reported at the previous AGM and we plan to report annually to hopefully show and demonstrate improvements in Edgewater’s sustainability year on year.

**Meetings:** Meeting together most months in 2021/22. Di Kilsby is now absent as has recently taken a fantastic opportunity overseas. Special thanks to Clara Van Der Kooi who has just stepped off the Greening Committee. I’d like to thank all current and past members for their enthusiastic contributions.

**Recycling:** We encourage recycling by raising awareness about recycling using posters. We are diverting approximately 1.5 Tonnes of organic waste per year and if you need a waste food caddie get in contact with us. We facilitate recycling at Edgewater.

**Herb Garden:** We created the herb garden in April 2022 and it is now well established ready for your use. Thanks for resident volunteers on the day.

**Indigenous Garden:** The Marine Parade indigenous patio garden suffers from extreme winds and so in May we replanted some of the garden bed with other plants indigenous to this area with around a 50% planting survival rate. Thanks for committee member volunteers on the day.

**Water Consumption:** Although we don't have individual water meters we have looked at our whole building water consumption which continues to trend downwards as residents upgrade their plumbing fixtures over time and are water conscious. We will track and report this year on year to hopefully demonstrate improvements.

**Electrical Consumption & Carbon Emissions:** Our common area electrical consumption (lighting, WC ventilation fans, lifts, laundries, BBQs & cleaner's water heater) showed a slight increase in 2020 possibly due to an increased number of lift journeys during Covid lockdowns. Based on 0.98 emission factor for 20-21 electricity generated emissions of Approx. 82 Tonnes carbon dioxide equivalent. We'll continue to monitor and report our carbon emissions year on year with the aim to demonstrate continual improvement. We encourage able residents to use stairs as much as possible to reduce our carbon emissions and keep the pressure off our single aging lift during the lift upgrade over the next year. Again, we will track and report our carbon emissions this year on year to hopefully demonstrate improvements.

**Future Nature Strip Opportunity:** New City Port Philip Nature Strip Guidelines are updating and these will be reviewed and investigated for any potential improvement to our nature strip(s).

**Interested?** If you are interested in getting involved, we welcome new resident volunteers and all potential fresh greening ideas are welcome. Reach out to the Committee if you are interested.

**Q&A: Electric Cars:** Sym Kohn requested the Greening Committee to investigate options to facilitate Electric cars in the future at Edgewater Towers. Greening Committee will look into options next year.

### Lift Report (Russell Jessop)

#### **Background:**

West (Lift 1) is being upgraded and extended to the rooftop terrace with flat floor access. East (Lift 2) also being upgraded. Both lifts will be faster with wider door openings and new interiors.

Our team of consultants LML Lift Consultants, Opat Architects and Cova Structural engineers prepared the design and specification, and a competitive tendering process was held April/May 2022 resulting in two contracts being successfully awarded June/July 2022. Firstly West (Lift 1) to the Builder Langcon and their sub-contractor Schindler. Secondly the East (Lift 2) to the Lift contractor Schindler.

West (Lift 1) Construction permit issued by BSGM Building Surveyor 26<sup>th</sup> September 2022 with limited non-structural deconstruction and dismantling works allowed to start in August 2022.

At the time the order was placed for the West (Lift 1) we paid a significant deposit to the Lift sub-contractor Schindler. At the same time we also placed the order for the second East (Lift 2) to ensure commonality of all lift components. This required a second significant deposit much earlier in advance than we had originally planned or had anticipated in order to secure the lift (Refer Chair's Report).

Building Surveyor BSGM has prescribed the rooftop as part of the construction site for the West (Lift 1) works and so resident rooftop access has been temporarily suspended until the West lift (Lift 1) building works are approaching completion. Also Level 12 West Bike room/garbage chute access.

**Current Status:**

Lift upgrade project Bulletin Notices are issued periodically during construction on MIMOR (Please refer to Bulletin #1 - 5<sup>th</sup> July 2022; #2 - 22<sup>nd</sup> August 2022 #& 3 - 24<sup>th</sup> August 2022). These tell you what's coming up soon including noisy works so please sign up if you haven't already.

The Builder Langcon has already installed a temporary structural timber floor at the top of the West (Lift 1) shaft for the future demolition of the concrete slab at the top of the shaft.

The West lift work (Lift 1) being undertaken now by the lift sub-contractor Schindler is demolition of the lift equipment within the lift shaft at levels 12 down to 9 including lift landing doors removed with temporary timber ply protection to lift landing door openings. This noisy work will continue over the next two weeks down to the Ground Floor. The pebbled garden area that is temporarily being used for the storage of the deconstructed lift shaft and landing door parts will only be for the next two weeks and then will be returned to as previous.

The next very noisy demolition (saw cutting and jack-hammering) of the existing concrete beams floors and walls at level 12 will start in around two weeks by the builder Langcon. There will be a builders skip and materials storage in the Northwest corner of the car park on the concreted hard stand area affecting 2G and GB spaces.

The West lift works should be complete by August 2023 followed by the East lift (Lift 2) upgrade that is anticipated complete by January 2024.

As we are down to a single operational lift during construction able residents are requested to use the stairs more often when you can to help free-up the lift. Less able residents to have their own contingency plan(s) in place in the event of a single lift failure.

**Other news (not reported today) you may have missed:**

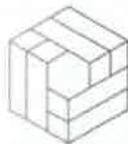
**Record Prices:** A two bedroom on the 12<sup>th</sup> floor sold for approaching \$1M in February 2022 and a one bedroom on the 7<sup>th</sup> floor has very recently sold for over \$600K.

**Owner Occupancy:** Currently 50% owner occupier and 50% tenants.

**Heritage Listing:** Edgewater Towers is now Heritage Listed as a place of individual heritage significance. Edgewater Towers amendment was gazetted (i.e. approved by the Planning Minister Richard Wynne for heritage listing) on 24<sup>th</sup> December 2021.

**City Port Phillip Design Award:** "Edgewater Towers Regeneration Project" was shortlisted and received a Commendation Award under the Heritage category in the City of Port Phillip Design & Development Awards 2020, as an example of good design, thoughtful development and contribution to the vibrancy of Port Phillip.

**60 years:** Edgewater Towers was the subject of the article "Sixty years of Melbourne's iconic first high-rise apartment building". "Revolutionary for it's time, architect and former local councillor David Brand suggests starkly, white, Modernist-style Edgewater Towers could probably only have happened in the cosmopolitan context of St Kilda". "which was always different from everywhere else in Melbourne". (Ref: Domain, Sixty years of Melbourne's iconic first high-rise apartment building, Jenny Brown, 30 January 2021).



**Owners Corporation PS743082B  
12 Marine Parade St Kilda 3182**

Minutes of the Inaugural Annual General Meeting of the Owners Corporation held by  
Zoom Video Conferencing on Tuesday 15<sup>th</sup> December 2020 at 6:30pm

**1. Registration of Attendance, Apologies, Proxies**

**Owners Present**

Ty Justyn Brierley	Lot GF	Don Townsend	Lot 6G
Shane Jenkins	Lot GH	Solomon Rosenzweig	Lot 6H
Andrew Evans	Lot 1H	Dean Dobric	Lot 7A
John Van Der Laan	Lot 2A	Gregory Day	Lot 7B
Adela Jana McMurray	Lot 2E	Noel & Brenda Buckley	Lot 7G
Don Shaw	Lot 2G	Vuong Hung & Helen Nguyen	Lot 8A
Russell L Jessop	Lot 3A	Alan Harvey	Lot 8C
Krista M N Marotta	Lot 3C	Michael Cass	Lot 9E
Daniel Lennox & Ana Mikulic	Lot 3E	Annie Lynch	Lot 9G
Ben Meiklejohn	Lot 3G	Sym & Susan Kohn	Lot 9H
Kristine Slodyczka	Lot 4B	Colin Trewern	Lot 10A
Alyson Campbell	Lot 4E	Nick Lykopoulos	Lot 10D
Mark Brickles	Lot 4G & 10F	Dana Morfett	Lot 10H
Angela Leighton	Lots 5A & 5B	April Wilkinson	Lot 11A
Di Kilsby	Lot 5D	Sarah Thistle	Lot 11D
Jane Reid	Lot 5G	Brad Jamieson	Lot 11F
Craig A Nobbs	Lot 6A	Margaret Wilson	Lot 11G
Richard Manning	Lot 6B	Sharron Scott	Lot 12A
Judith Curtain	Lot 6D	Amin Sadruddin	Lot 12E
Roger Hackworth	Lot 6F	Nancy Edwards	Lot 12H

**Proxies**

Ms L Elias	Lot 2D in favour of the meeting Chairperson
Christine Pearce	Lot 3F in favour of the meeting Chairperson
Lino Pastro	Lot 4D in favour of John Van Der Laan
Ebbele Van Der Kooi & Clara Van Der Kooi	Lot 5C in favour of Sym Kohn
Andrew Delahunt	Lot 5F in favour of Jenny Delahunt
Heath Taylor	Lot 6C in favour of John Van Der Laan
Yuan Yuan Cai	Lot 7C in favour of the meeting Chairperson
Executors of Malcom Macdonald	Lot 7F in favour of the meeting Chairperson
Alison Marie Currie	Lot 7H in favour of the meeting Chairperson
Patricia Collins	Lot 9F in favour of Sym Kohn
Christie L Kelso	Lot 12B in favour of Grant Padula

**Other Attendance**

Tal Sahar	Tideways
Leye Petersen	Tideways

## 2. Quorum

As 53 out of 101 lots, representing 52.47% of owners were present either in person or by way of proxy, a quorum was declared with all decisions being binding.

## 3. Appointment of Chairperson and Secretary for the meeting

**Motion:** That Leye Petersen from Tideways be appointed to chair the meeting and act as secretary to record the meeting minutes.

Motion carried without dissent

## 4. Compliance with s67 of the Owners Corporation Act

A copy of the following items are provided under section 67 of the Act:

- a) the Owners Corporation register;
- b) any accounts or records made on behalf of the Owners Corporation;
- c) books to enable the keeping of the necessary minutes, accounts and other records;
- d) the maintenance plan;
- e) any contract, leases and licences binding on or benefiting the Owners Corporation;
- f) a copy of the Plan, and all related building plans, planning documents and other similar documents;
- g) a copy of the Act and the Regulations and the Subdivision Act 1988 (Vic) and the regulations under that Act;
- h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the Sale of Land Act 1962 (Vic);
- i) the names of any companies, tradespeople or suppliers who have provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees; and
- j) the common seal for the Owners Corporation.

## 5. Maintenance Plan

**Motion:** That the Owners Corporation adopt the Maintenance Plan prepared by Roscon in 2020 and for the Maintenance Plan to take effect in line with s38(1) of the Owners Corporation Act 2006.

Motion carried

## 6. Owners Corporation Budget & Fees

**Motion:** That the Owners Corporation Financial Year begin 1<sup>st</sup> July and end 30<sup>th</sup> June in any year.

Motion carried

**Motion:** That Owners Corporation fees be levied quarterly in advance and due 1<sup>st</sup> July, 1<sup>st</sup> October, 1<sup>st</sup> January, 1<sup>st</sup> April each year.

Motion carried

It was noted that the proposed budget and fees listed in the notice document for both the administrative fund and maintenance fund were incorrect. As such the amounts were updated during the meeting. The correct figures as voted on are reflected in the motions as listed below.

#### **Administration fund budget**

**Motion:** That an administration fund budget of **\$277,188.67** (plus GST) for Owners Corporation PS743082B for the financial year 1/07/2020 to 30/06/2021 be approved and adopted

Motion carried

#### **Administration fund fees**

**Motion:** That annual administrative fund fees of **\$350,000** (plus GST) for Owners Corporation PS743082B for the financial year 1/07/2020 to 30/06/2021 be collected effective from **1 July 2020**.

Motion carried

#### **Maintenance fund fees**

**Motion:** That maintenance fund contributions of **\$109,090.91** (plus GST) for Owners Corporation PS743082B for the year 01/07/2020 - 30/06/2021 be collected effective **1 July 2020**. These funds are to contribute to the cost of the lift upgrade project. Any residual balance of the maintenance fund is to be used towards the implementation of the Maintenance Plan as directed by the Building Audit sub-committee.

Motion carried

### **7. Special Resolution – Lift Upgrade**

**Motion:** The Owners Corporation resolves, by Special Resolution, to approve the carrying out of upgrade works to both lifts within the Owners Corporation, at an estimated cost of \$580,000 plus contingencies, and the levying of fees on lot owners for that purpose.

Motion carried

**Motion:** That \$400,000 is transferred from the administrative fund to the maintenance fund to be used to fund the lift upgrade project.

Motion carried

### **8. Insurance**

It was resolved that the insurance cover for Owners Corporation PS743082B be noted, details of which are set out below:

Broker:	Resolute Property Protect
Insurer:	CHU Underwriting Agencies Pty Ltd
Policy Number:	13307
Building Cover	\$41,100,000
Common Contents Cover:	\$146,000
Public Liability Cover:	\$30,000,000

Office Bearers Cover:	\$5,000,000
Renewal Date:	20th August 2021
Premium:	\$40,138.67

#### **Personal/Owners Contents & Legal Liability**

**Owners are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their lot (including carpets, curtains and light fittings).**

#### **9. Insurance Excess**

**Motion:** That if the Owners Corporation or another Member makes an insurance claim against the Owners Corporation's insurance policy for damage caused by another Member, then the insurance excess incurred will be on charged to the Member that caused the damage.

Motion carried with one objection noted

#### **10. Insurance Replacement & Reinstatement**

**Motion:** That the Owners Corporation acknowledge Section 65 of the Owners Corporation Act 2006 and accept to have an insurance replacement and reinstatement report carried out on the building and common contents every 5 years and that the policy be adjusted to the limits of cover as recommended in the report.

Motion carried with six objections noted

#### **11. Penalty Interest on Arrears**

**Motion:** That the Owners Corporation will charge interest at the maximum rate of interest payable under the Penalty Interest Act 1983 on any money owed by a member to the Owners Corporation after the due date.

Motion carried

#### **12. Cost recovery**

**Motion:** That the Owners Corporation will recover outstanding Owners Corporation fees and charges by action in a Court or Tribunal of competent jurisdiction and that the Owners Corporation will recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a Committee Member of the Owners Corporation) arising out of any default or breach by any lot owner or occupier of a lot.

Motion carried

**Motion:** That if there is a Committee of the Owners Corporation, that Committee is authorised and given complete discretion to settle on any terms and conditions the Committee deems as fair and reasonable, any debt recovery proceeding against any member where, based on legal advice received, it is of the opinion that settlement is in the best interests of the Owners Corporation.

Motion carried

**Motion:** That all costs associated with repairs, maintenance, leak investigations or other works relevant to private property or for the benefit of a lot, incurred by the Owners Corporation shall be passed on the lot owner affected or serving to benefit. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation.

Motion carried

**Motion:** That all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (ie: from the false fire alarms, fire brigade charges, or relevant authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation.

Motion carried

### **13. Special Resolution – Leases, Agreements and Deeds**

**Motion:** By Special Resolution, pursuant to sections 10, 12(1)(b) and 14 of the Owners Corporations Act 2006 that Owners Corporation PS743082B effect/enter into the following leases, agreements and deeds in their general form:

- Substation Lease
- Laundry Lease Agreement
- Car Park License Agreements for all owners with existing car parks

Motion carried

**Motion:** That the Owners Corporation execute the above documents by affixing the common seal of the Owners Corporation to the documents to which they are each a party in accordance with the requirements of the Owners Corporations Act 2006 (Vic) and section 98CD of the Transfer of Land Act 1958.

Motion carried

**Motion:** That the Owners Corporations also transfers the following agreements over from ESL and that where applicable the manager be delegated power to sign the agreements or services on behalf of the Owners Corporation or as instructed by the Committee;

- ADT Fire Monitoring, Balmoral Fire, Avanti Gates, Dormakaba, Securetel, Connected Buildings, Elite high Access, GDP, Handyman Prof Property Maintenance, M&G Cleaning, DSP Electrics, Gallant Plumbing, Motion Elevators, Australian Tax Office, Pineapple Net, Revenge Design, Scott Partners, Tango Energy, Telstra, WR Gay, Foxtel.
- and any other documents pertinent to the functions & duties of the Owners Corporation.

Motion carried

#### 14. Committee of Management

**Motion:** That the Owners Corporation elects a committee of management to serve until a new committee is elected.

The following members were elected to the serve on the committee of management of the Owners Corporation:

1. Ty Justyn Brierley	Lot GF
2. John Van Der Laan	Lot 2A
3. Russell L Jessop	Lot 3A
4. Ana Mikulic	Lot 3E
5. Mark Brickles	Lot 4G
6. Gabrielle Townsend	Lot 6G (as proxy for Don Townsend)
7. Solomon Rosenzweig	Lot 6H
8. Michael Cass	Lot 9E
9. Sym Kohn	Lot 9H
10. Colin Trewern	Lot 10A

**Motion:** That the Committee is delegated all of the powers and functions that may be delegated under Section 11 of the Owners Corporations Act 2006 (except for the powers or functions that require unanimous or special resolutions, or the power to delegate or the powers delegated to the Manager).

Motion carried

**Motion:** That the Owners Corporation resolves that the Committee of the Owners Corporation serves as the Grievance Committee.

Motion carried

**Note - The Committee is required to appoint a Chairman and Secretary and is charged with this duty as soon as practicable after this AGM, and no later than the completion of the first committee meeting.**

**Motion:** That the Owners Corporation resolves that the Committee of the Owners Corporation serves at the first Committee Meeting establish the following sub-committees:

- **Car Park** - To consider the conversion of titles and propose a timeline and costing. The scope to include all options for owners (not just those with a car space entitlement) to consider. This sub-committee will require a budget of \$10,000 for planning and legal advice which is to be funded from the administrative fund.

- **Building Audit** - To review the Roscon 10-year maintenance plan, the Building Defect report and any OH&S report. The scope is to include costing/funding options and the scope of works to be included. This sub-committee will require a budget of \$15,000 for professional reporting and advice which is to be funded from the administrative fund.

- **Rules** - To review the Special Rules and how they can be further tailored to Edgewater in

response to any legislative changes (eg, short stay accommodation). This sub-committee will require a budget of \$5,000 for legal advice which is to be funded from the administrative fund.

**- Greening ESL** – To consider and implement initiatives and options for a more sustainable and environmentally aware Edgewater. Such initiatives may include installation of solar panels, rooftop garden, water treatment/recycling. No budget would be required with any proposals for implementation to be referred to the Committee for consideration and voting.

Motion carried

## **15. Appointment of Owners Corporation Manager**

**Motion:** That Tideways Pty Ltd be appointed as Owners Corporation Manager for Owners Corporation on Plan No. PS743082B for a term of three years and that two members of the Owners Corporation witness the affixing of the common seal to the contract of appointment of the Manager, in accordance with Section 20 and Section 21 of the Owners Corporation Act 2006 (VIC).

Motion carried

**Motion:** That pursuant to Section 11 of the Owners Corporation Act 2006 the Owners Corporation delegates powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

The Manager is delegated by the Owners Corporation 2006 the authority to:

- a) collect the fees for the Owners Corporation and to operate a bank account for or on behalf of the Owners Corporation;
- b) prepare and submit any required tax return on behalf of the Owners Corporation;
- c) apply for an Australian Business Number for the Owners Corporation;
- d) register the Owners Corporation for goods and services tax purposes; and
- e) prepare and submit any required business activity statements on behalf of the Owners Corporation;
- f) approve maintenance and repairs works up to \$5,000 in cost and report back to the Committee of any approvals provided;
- g) prepare and issue notice to rectify breach and/or Owners Corporation Complaint forms as deemed necessary by the Manager;
- h) keep and maintain the Owners Corporation Register;
- i) any and all duties as outlined in the contract of appointment;
- j) any and all duties as lawfully delegated by the committee from time to time and duly recorded in minutes;
- k) any and all powers or functions that can be delegated under section 11 of the Owners Corporation Act 2006, specifically excluding those which require a unanimous resolution, special resolution or a resolution at a general meeting.

Motion carried

## **16. Common Seal**

**Motion:** That Owners Corporation delegate powers to the manager to use the common seal for the purpose of issuing Owners Corporation Certificates.

Motion carried

## **17. Special Resolution – Owners Corporation Rules**

**Motion:** The Owners Corporation resolves, by Special Resolution, to approve and adopt the Special Rules of the Owners Corporation and to lodge these rules with the Land Titles Office pursuant section 142 of the Owners Corporation Act 2006.

Motion carried

## **18. Owners Corporation Signage**

**Motion:** That the Owners Corporation erect and maintain a sign:

- a) with the 'Owners Corporation Plan no PS743082B';
- b) stating the name and details of the Manager;
- c) clearly visible from either the letterboxes or main entrance to the common property, to comply with regulation 17 of the Regulations.

Motion carried

## **19. General Business**

No motions raised from the floor.

**Meeting closed 8:28pm**

# *Edgewater Service Ltd*

C/- Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161  
[www.edgewatertowers.com.au](http://www.edgewatertowers.com.au)

EDGEWATER SERVICE LIMITED  
12 MARINE PARADE, ST KILDA

## MINUTES OF THE 2019 ANNUAL GENERAL MEETING OF THE MEMBERS OF EDGEWATER SERVICE LIMITED

HELD AT THE ST KILDA SOLDIERS' AND SAILORS' MEMORIAL HALL  
BUILDING 1<sup>st</sup> FLOOR

88-90A ACLAND STREET, ST KILDA  
TUESDAY 12<sup>th</sup> NOVEMBER 2019 AT 7:00 PM

**PRESENT:**

<u>NAME</u>	<u>APARTMENT</u>
Ty Brierley	GF
Shane Jenkins	GH
Mr & Mrs Duke Fonias	1C
John Van Der Laan	2A
Adela McMurray	2E
Don Shaw	2G
Rick Beddome	3B
Krista Marotta	3C
Dan Lennox & Ana Mikulic	3E
Kristine Slodyczka	4B
Mark Brickles	4G
Ebbele & Clara Van der Kooi	5C
Jane Reid	5G
Craig Nobbs	6A
Judy Curtain	6D
Roger Hackworth	6F
Solomon Rosenzweig	6H
Gregory Day	7B
Mr G Dunne	7E
Brenda Bisland & Noel Buckley	7G
Marg Harvey	8C
Patricia Lever	9B
Michael Cass	9E
Patricia Collins	9F
Sym & Susan Kohn	9H
Colin Trewern	10A
Robin Coates	10G
Dana Morfett	10H
April Wilkinson	11A
Nicholas Fowell	11E
Sharon Scott	12A
Grant Kelso	12B
Hugo Leschen	12C
Nancy Edwards	12H

# Edgewater Service Ltd

<b>PROXIES:</b>	<b>NAME</b>	<b>APARTMENT</b>								
	George Verginis & Maureen Singh In favour of Mark Brickles	4H								
	Kim Douglass In favour of Ty Brierley (chair)	5H								
	Christie Kelso In favour of Grant Padula	12B								
<b>APOLOGIES:</b>	Kim Douglass	5H								
<b>IN ATTENDANCE:</b>	Tal Sahar – Tideways Pty Ltd									
<b>CHAIRPERSON:</b>	<b>IT WAS RESOLVED</b> to appoint Ty Brierley to act as the Chairperson of the Meeting. Moved: April Wilkinson, Seconded: John Laan									
<b>MINUTES OF PREVIOUS ANNUAL GENERAL MEETING</b>	<b>IT WAS RESOLVED</b> that the minutes of the Annual General Meeting held on 13 <sup>th</sup> November 2018 as presented to the Meeting, be confirmed as a true and accurate account of proceedings at that Meeting. Moved: Michael Cass. Seconded: John Laan									
<b>MAXIMUM NUMBER OF DIRECTORS</b>	<b>IT WAS RESOLVED</b> to limit the maximum number of ESL Directors to seven (7). Moved: Patricia Lever. Seconded: Nancy Edwards.									
<b>APPOINTMENT OF DIRECTORS</b>	<b>IT WAS RESOLVED</b> that Mr Mark Brickles, having retired in accordance with the Service Agreement, and being eligible and having offered himself for re-election, was declared elected unopposed.  It is noted that the following Directors were elected throughout the year and their elections were confirmed.									
	<table> <thead> <tr> <th><u>Name</u></th> <th><u>Apartment</u></th> </tr> </thead> <tbody> <tr> <td>Michael Cass</td> <td>9E</td> </tr> <tr> <td>Colin Trewern</td> <td>10A</td> </tr> <tr> <td>April Wilkinson</td> <td>11A</td> </tr> </tbody> </table>		<u>Name</u>	<u>Apartment</u>	Michael Cass	9E	Colin Trewern	10A	April Wilkinson	11A
<u>Name</u>	<u>Apartment</u>									
Michael Cass	9E									
Colin Trewern	10A									
April Wilkinson	11A									
<b>MANAGING DIRECTOR'S REPORT:</b>	Ty Brierley presented the report (attached with these minutes)									
<b>FINANCIAL STATEMENTS:</b>	The financial statements that were audited by the registered company Auditor (Scott Partners), and the accounts were presented and adopted at the meeting. Ty Brierley spoke to the fees and the board has considered the budget in light of the conversion and moves that they remain unchanged at \$1,175 Admin and \$50 Sinking per quarter and they would be reviewed on conversion. Moved: John Laan. Seconded: Michael Cass.									

# *Edgewater Service Ltd*

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## **GENERAL BUSINESS:**

### **Rooftop Safety:**

Noel Buckley noted that the entire circumference of the railing had a gap at the bottom which allowed objects to roll off the side of the building (e.g. a can of soft drink in a strong wind). Noel suggested a plastic lip or some other deterrent below the rail.

Ty thanked Noel for the feedback and advised that the Board would discuss and consider how any alterations to the railing could be made.

### **Pooling of Water in Carpark:**

Patricia Lever raised a concern regarding pooling water near the undercover carparks. It was noted by those on the Board with some history of issues in that area that drainage of water away from that area of the building has been problematic and that there have been issues with the neighbouring property in relation to water ingress. It was agreed to monitor that area for any further degradation or worsening of water pooling over time.

### **Undercover Carpark:**

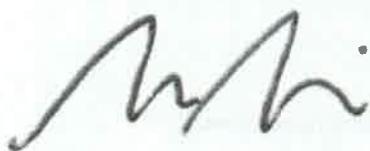
Robin Coates queried whether there were any plans to convert the carpark into one where all cars were undercover and not exposed to the harsh environmental elements. Ty advised that following conversion, the short to medium term priority would be to convert the carpark licenses to titles. As part of that process, or independently, the Board could investigate the merit of undercover parking for all or at least replacing/extending the existing car port. If a partial rebuild or extension was to occur then only those who have an undercover car park would be expected to contribute.

### **Deliveries:**

Noel Buckley commented on the difficulty that couriers faced in delivering packages and parcels to residents at the building. He suggested that the intercom system was quite complicated and that couriers often gave up trying to figure it out. Ty concurred and said the Board welcomed any feedback on how to make the intercom instructions / signage simpler for all.

**THERE BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 8.15pm**

**SIGNED and DATED as a correct record on 10 December 2019**



Ty Brierley – ESL Managing Director and Chairman

# Edgewater Service Ltd

## IT IS NOTED:

### INSURANCE:

The Manager obtain quotes for insurance cover prior to renewal date 20/08/2020 and submit them to the Directors for their decision.

<b>Insurer</b>	CHU Policy No. 13307
<b>Building</b>	\$ 47,107,000
<b>General Excess</b>	\$ 1000
<b>Water Damage Excess</b>	\$ 7,500
<b>Public or Legal Liability</b>	\$ 20,000,000
<b>Voluntary Worker</b>	\$ 200,000
<b>Fidelity Guarantee</b>	\$ 100,000
<b>Office Bearer's Legal Liability</b>	\$ 5,000,000
<b>Machinery Breakdown</b>	\$ 5,000

For further information please refer to the policy

### PLEASE NOTE IF AN INSURABLE EVENT IS CAUSED BY YOUR APARTMENT i.e. (Burst Hot Water Unit), THEN THE OWNER OF THAT APARTMENT WILL BE LIABLE TO PAY THE EXCESS.

Members are reminded that the Service Company Insurance **does not** cover contents or owner's chattels, including carpets, inside the apartment (but does include floating floors). Each owner should have Contents Insurance with includes personal & Public Liability. Landlords are advised to have Landlords Contents cover.

# Edgewater Service Ltd

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## Managing Director's Report

### Edgewater Service Limited

2019 AGM – 12 November 2019

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On behalf of the Edgewater Service Limited Board (ESL) I welcome you to the 2019 AGM. I will start by welcoming our new Board members and thanking all the Board members for their dedicated hard work since the last AGM.

The primary focus this year has been the conversion. By now all owners will have received a 'consent' pack' which contains all the necessary documents required to enable the conversion to proceed. If you support the conversion and have not provided the consent then you are encouraged to email [conversion@edgewatertowers.com.au](mailto:conversion@edgewatertowers.com.au) to arrange signing. It is important that all owners understand conversion requires 100% support, you must not ignore the request for consent if you support it. Most banks have already provided consent and the board intends on lodging the conversion plan in December with the first AGM being held in February, all going well.

This year, ESL engaged Scott & Co as our auditors and combined with Tideways financial reporting, the Board has been able to save a significant amount of time in reviewing and managing the accounts. The Board has made the decision to keep fees set at the current level pending the conversion, with any surplus funds being utilised for the lift upgrade.

The Board is managing the funds of ESL with the goal of ensuring that long term maintenance and projects are planned for without the need for special levies. All major projects, namely the rooftop, conversion project and the upcoming lift upgrade will be funded without special levies while on average fees reducing over the last few years.

Once the conversion has occurred, a sub-committee will be started to review the fees in light of a 10-year maintenance plan and future major projects. I remain committed to reviewing existing and future contracts to ensure that expenditure is minimised while maintaining the level of service the ESL community has come to expect.

In addition to the above, I will update on the projects undertaken in the last 12 months and planned for the rest of the financial year.

- **Lifts.** After the conversion project, the lift upgrade is the priority for the Board. An initial scope of works has been prepared and costing estimate provided. Costs are expected to be between \$400,000 to \$500,000 (both lifts), subject to variables such as ancillary works to the rooftop, size and speed of the elevator. It is expected that the scope will be decided by the end of the year with a tender and contract to be awarded before Easter 2020. The works will be staggered with one lift done first and the other only after the first is operational.

As with the conversion, this project is already largely funded with \$400,000 allocated to this financial year budget. This will allow the works to commence this year, with the balance to be made up in next year's budget.

- **Building appearance.** The façade survey undertaken by Waynes High Access is being reviewed by the Board with the view of attending to all items identified as urgently requiring rectification. Where these works are attributed to the owner the option will be provided to the owner to replace on their own accord, or to combine rectification with a contractor engaged by ESL. The latter should result in cost savings. Only apartments identified on the list as requiring urgent works will be contacted, all other items will be deferred until a later date when the whole of building can be looked at, including painting.

- **Security Cameras (CCTV).** The Board is upgrading the CCTV system further to extend the recording time and identify any areas without coverage. The policy remains that if the Police ask for footage, the Board will provide on request, however footage will not be provided to a resident or owner unless there is a genuine reason for the request. Searching the footage takes considerable time, and in almost all cases, the resident or owner will have to pay for the time taken to search the footage.
- **7th. Open House Melbourne.** ESL had approximately 250 visitors, which is a record number of people through. Positive feedback was received which would not have been possible without the help of a number of resident volunteers: thanks to Collin Trewern and the people who collect and curate the information: Sym Kohn, Susan Kohn, & Russell Jessop.
- **Lobby painting.** The Board has deferred repainting the lobby area until after the lift upgrades as there will be structural works required to the lift entrance. While the lobby appearance is important, it is equally important to best use available funds.
- **Gas Meter Audit.** The Board has previously received the records from Multinet, and aside from being incomplete, they differ greatly to the internal records the Board holds. The Board has resolved to engage a contractor, being a licenced plumber and gasfitter, to implement a plan to identify and tag all gas meters.

This will ensure you are paying for the correct gas usage and importantly, enable the Board to turn off the gas supply to individual apartments in the event of an emergency. This project has been planned for some time but due to the cost and time required, the project will be deferred to next financial year.

- **Web Camera.** The Board has entered into an agreement with SwellNet to provide live footage of St Kilda beach with residents receiving access to an inhouse MATV system and free advertising space for Edgewater on their website. The camera will not record the rooftop activities of residents and is fully maintained by SwellNet at no cost to ESL.
- **Survey.** A building survey will be distributed once the Conversion has been lodged, seeking feedback regarding the direction of the building and the community within.

### **Important Information:**

- **Rooftop.** The Board has had overwhelming positive feedback from residents who have been making use of the rooftop. With warmer weather & longer days approaching, the Board expect that the Rooftop and especially the BBQ facilities will be fully utilized.

The board emphasizes two issues that have arisen. Firstly, anyone using the rooftop must be mindful of the residents of the 12th floor, noise from the corridor and from the rooftop itself can disturb the amenity of fellow residents. In addition to the ESL rules, the EPA guidelines dictate noise requirements and anyone disrupting the amenity of residents will have their rooftop access removed.

Secondly there have been instances of the BBQ being left dirty and unusable for the next guest. Please ensure that you make an effort to clean the BBQ so that others may enjoy them after you have. CCTV will be used to determine residents leaving the BBQ excessively dirty and cleaning costs will be on charged.

- **Fibre Internet.** The internal fibre network is running well and by all accounts residents are happy with the reliability and speed, reporting average connection speeds of 90Mbps on a 100Mbps plan. If you have not signed up to the internal fibre network then the Board encourages you to contact **Pineapple.net.au** to connect.

# *Edgewater Service Ltd*

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The NBN Co has also resolved to proceed with HFC (Hybrid Fibre Coaxial), which means instead of installing fibre inside the building, the NBN Co will use the existing cable network ('pay tv') already installed and will have its speed limited by the speed of the coaxial cable. NBN is due to be connected by early 2020.

- **Drains.** The Board emphasizes that kitty litter, baby wipes, sanitary waste, cotton balls, and the like **MUST NOT** be flushed down the toilet, as the flushing pressure may not be enough to completely disperse these items. If they get stuck in the pipe, the sewage will back-up, causing an overflow. The Board will use the CCTV and plumber's inspection cameras to identify the owner or resident responsible for any blockage and on-charge all the rectification costs.
- **Bike tags.** ESL distributes bike tags each year and any bike that is on a hook and is **not tagged with a current tag**, will be removed and donated to the charity, Back2Bikes. Back2Bikes is a social enterprise that refurbishes bikes for distribution to other charities and to the local community.
- **Smoke alarm replacement.** Smoke alarm replacement in most apartments has now been completed. Owners who did not make their apartments available for the changeover will be charged the additional costs of replacing the smoke alarms as they fail.

Any apartment not fitted to the internal Smoke Alarm system will not be compliant with current Regulations and may have their insurance voided as a result. The Board encourages any owner who has not replaced their smoke alarm to contact Tideways as soon as possible to arrange the replacement of their smoke alarms.

- **Wikipedia & Website.** Continues to generate a lot of interest, garnering over 200 hits per month, especially when an apartment goes on sale and just before Open House Melbourne. The Website also contains a wealth of important information.
- **Short stay rentals.** The Board recognizes that short stay rentals can often be advantageous for some owners. We have also determined that providing this service is a breach of the Service Agreement, however, the Board has, with the assistance of one of the owners, developed a licence agreement which will allow an owner to rent out their apartment for short term periods. We will shortly be approaching any owner that is currently renting their apartment on a short-term basis and asking them to sign the agreement.
- **Quarterly fees.** If any owner has outstanding fees in excess of \$2,000 **and has not made a prior payment arrangement with the Board**, legal action will commence automatically. Once legal action has started, it is too late to make any sort of arrangement.
- **Insurance.** Through Tideways, our insurance policy has been upgraded so that floor coverings, including floating floors, are now covered as a standard inclusion (but not carpet). Most building insurance policies exclude floor coverings from their coverage, and the Board believes that the inclusion will add to owners' amenity and potentially reduce costs if an insurable event occurs. You are reminded that you should refer to the quick reference guide that was circulated, and that you should seek your own independent insurance advice to determine whether to rely on the building policy, or to maintain your own policy to ensure that you have appropriate cover.

The building insurance policy is held by the Service Company, and any claims must now be presented through our brokers. Residents and owners are advised that any excess, with respect to a claim made on their behalf by the broker, will be charged back to the owner of the apartment.

The current excess is \$7,500 for water damage or exploratory costs relating to water damage, and \$1,000 for other claims.

# *Edgewater Service Ltd*

- **MFB Fire Alarm.** If any resident causes a false fire alarm, regardless of whether the alarm was caused by a willful, negligent, foreseeable, unforeseeable, or accidental action, the owner of the apartment will be charged for the MFB call-out fee. If the apartment is tenanted, the owner may choose to pass the cost on to the tenant.

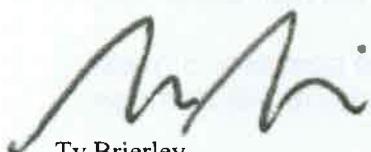
A false alarm can be caused by burning food when cooking and opening the door to allow the smoke to escape into the corridors or dust from any building or renovation activities, which is allowed to escape into the corridors, or from allowing workers to carry out any renovation activities in the corridors without permission.

## In Conclusion

Once the strata conversion and lift upgrade has occurred, the future Owners Corporation Committee will be moving to the next phase of improving the building, namely exterior façade appearance and re-painting.

Each director puts in a substantial amount of (unpaid) time and effort and are continually working to improve the amenity in the building for all residents. If you have any compliments, complaints, comments, or suggestions, please send them to Tal at Tideways.

I thank everyone who has attended this AGM and look forward to another productive year at Edgewater Towers.



Ty Brierley  
Managing Director  
Edgewater Service Limited

21 December 2022

## **BUILDING FAÇADE INSPECTION / BUILDING HEALTH & SAFETY CIRCULAR**

**OWNERS CORPORATION PS 743082B  
Marine Parade 12 (Edgewater Towers), St Kilda**

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**To: Owners  
Residents  
Property Managers**

We write to you as the Owners Corporation Managers of Edgewater Towers and wish to provide an update on behalf of the Owners Corporation.

### Carport Roof

As you may be aware, during a recent storm several sections of the carport metal deck roof separated from the carport structure and blew off in the high winds.

The Owners Corporation immediately engaged a contractor to complete a "make-safe" to inspect the roof and secure the carport structure from any further damage.

An insurance claim has been lodged with the Owners Corporation's insurer to repair the damage caused to the carport and we await advice from the insurer on the outcome of the insurance claim.

At this stage, the intention of the Owners Corporation is to reinstate the damaged section of the carport and carry out any further works deemed to be necessary to mitigate the risk of a repeat incident occurring. It is not the intention of the Owners Corporation to completely dismantle and replace the existing carport with a brand new one.

### Building Façade Inspection

Further to the update provided at the recent Annual General Meeting, the Owners Corporation is pushing forward with stage 1 of the Building Façade Remediation project. The first stage involves a visual (digital) inspection of the current condition of the façade to identify any areas of the building which may require urgent repairs on account of potential safety concerns. To this end, the Owners Corporation has engaged the services of Infracorr Consulting to carry out a drone inspection of the building exterior over the coming weeks.

## OH&S – Resident/ Owner Responsibilities

The Owners Corporation takes seriously its role in ensuring that all health and safety requirements connected to the building and common property are maintained and any identified hazards are addressed promptly.

As an owner or resident, you also play an important role in ensuring the building remains safe for all.

1. Promptly notify the Owners corporation or Tideways of any hazards you may observe or become aware of.
2. Take measures to ensure your apartment is not a hazard to the health and safety of others
  - o Secure or remove any loose objects left on open balconies that may be susceptible to flying off in high winds.
  - o Repair or replace any private property (e.g. balcony doors, A/C condenser units) within your lot which are in a state of disrepair and which could pose a hazard to the building or the health and safety of building occupants.
  - o Avoid cigarette smoke drift from your apartment into the common property or other apartments

The Owners Corporation will shortly be issuing "Notices to Repair" to any lot owners whom the Owners Corporation has identified as requiring repairs to be carried out on the basis of OH&S concerns.

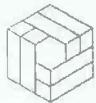
We appreciate your understanding and co-operation and welcome any feedback or queries via [enquiries@tideways.com.au](mailto:enquiries@tideways.com.au)

Yours faithfully,



Tal Sahar  
**Owners Corporation Manager**  
For and on behalf of **PS 743082B**





## MINUTES OF THE 2023 ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. PS743082B

**12 MARINE PARADE, ST KILDA VIC 3182 (EDGEWATER TOWERS)**

The meeting of the Owners Corporation was held at Heroes Lounge on

**Tuesday – October 3<sup>rd</sup> 2023 at 6:00pm****1. Registration of Attendance, Apologies, Proxies****1.1 Present**

<u>Name</u>	<u>Lot No.</u>
Caroline Duyvestyn	GH
John Van Der Laan	2A
George Smyth	2C
Mark Free	3G
Aphrica Conolly	3E
Emma Ward	3G
Mark Brickles	4G
Craig Nobbs	6A
Richard & Mary-Ann Manning	6B
Judith Curtain	6D
Rebecca McLean	6E
Roger Hackworth	6F
Don & Gabrielle Townsend	6G
Noel Buckley	7G
Alan & Margaret Harvey	8C
Patricia Lever	9B
Adam Maksoni	9C
Michael Cass	9E
Sym & Susan Kohn	9H
Colin Trewern	10A
Dana Morfett	10H
Jennifer & Andrew Hackworth	11A
Nancy Edwards	12H

**1.2 Apologies**

Russell Jessop	3A
Amanda Johnson	11C



### 1.3 Proxies

Lot Owner	Lot No.	Proxy
Anna Koren	5H	Peter Koren
Di Kilsby	5D	Jenny Delahunt
Russell Jessop	3A	Sym Kohn
Patricia Collins	9F	Sym Kohn
Ebbele & Clara Van Der Kooi	5C	Sym Kohn

### 1.4 Other Attendees

Tal Sahar	Owners Corporation Manager, Tideways Pty Ltd
Tram Anh	Operations Assistant, Tideways Pty Ltd

### 1.5. Quorum

As less than 50% of 101 lots were represented either in person or by way of proxy, a quorum was not declared. The meeting proceeded with all decisions being "interim decisions". The interim decisions will become decisions of the Owners Corporation if no petitions are received within 29 days from the date of the meeting as per s78. of the Act.

### Owners Corporation Act 2006

#### Section 78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation:
  - a) Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - b) If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - c) If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 29 day period.

## 2. Adoption of Meeting Rules

**IT WAS RESOLVED** that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.

## 3. Appointment of chair of the meeting

**IT WAS RESOLVED** that Tal Sahar be appointed to chair the meeting.

#### **4. Voting procedure**

**IT WAS RESOLVED** that the votes on all motions will be done via show of hands.

#### **5. Minutes of the previous annual general meeting**

**IT WAS RESOLVED** that the Minutes of the previous Annual General Meeting for Owners Corporation PS743082B held on 25/10/2022 be confirmed as a true and accurate record of that meeting.

#### **6. Owners corporation reports**

##### **6.1. Committee Report**

The committee report was distributed along with the notice of meeting. Sym Kohn furnished an oral summary of the key aspects of the report supported by some PowerPoint slides (included as an appendix to these minutes).

Sym stressed that residents have been very understanding and patient with respect to the inconvenience of the lift upgrade project and wished to express his unreserved appreciation to all.

With respect to the lift project, Sym advised that unfortunately there had been further delays to the completion of the first lift and that it was now anticipated to be completed by mid-November.

Sym also expressed deep gratitude on behalf of the committee to Colin Trewern and Roger Hackworth for their tireless and significant efforts in progressing the Building Remediation Project throughout the year.

Finally, Sym presented an update on behalf of the Greening Sub-committee which was supported by some PowerPoint slides (included as an appendix to these minutes).

##### **6.2. Manager's report**

**IT WAS RESOLVED** to receive the Manager's Report attached to the Notice of Meeting.

#### **7. Financial Matters**

##### **7.1. Financial statements for the period 01/07/2022 – 30/06/2023**

**IT WAS RESOLVED** that the independently audited financial statements for the period 01/07/2022 – 30/06/2023 be received and accepted as tabled.

#### **8. Annual budget and fees for the financial year 01/07/2023-30/06/2024**

##### **8.1. Administration fund budget**

**IT WAS RESOLVED** that the proposed annual administration fund budget for the financial year 01/07/2023 - 30/06/2024 of \$306,687.76 (plus GST, where applicable) be approved.

##### **8.2. Administration fund fees**

**IT WAS RESOLVED** that the annual administrative fund fees for the financial year 01/07/2023 - 30/06/2024 of \$306,034.77 (plus GST where applicable) be approved and that fees are collected quarterly in advance.



## 9. Maintenance fund fees

**IT WAS RESOLVED** that the annual maintenance fund fees for the financial year 01/07/2023 -30/06/2024 of \$219,165.23 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

## 10. Compliance

### 10.1. Maintenance plan

It is noted that the Owners Corporation has an approved maintenance plan, a copy of which is available to lot owners upon request or can be downloaded from the StrataMax Portal.

The Maintenance Plan was prepared on 19/01/2019.

## 11. Insurance

### 11.1. Insurance policy details

Insurance Broker:	Resolute
Insurer:	CHU Underwriting Agency Pty Ltd
Policy No.:	13307
Building Cover:	\$41,100,000
Period:	20/02/2023 - 20/02/2024
Public Liability:	\$30,000,000
Office Bearers Cover:	\$5,000,000
Premium:	\$48,051.20

### 11.2. Building reinstatement and replacement valuation

The last Building reinstatement and replacement cost valuation was completed on 07/07/2020.

### 11.3. Insurance Renewal

**IT WAS RESOLVED** that the Owners Corporation Committee is delegated the authority on behalf of the Owners Corporation to select and approve the most appropriate insurance renewal policy based on quotes and recommendations put forward by the insurance broker.

**IT WAS RESOLVED** that should the Committee not provide clear instruction to the Manager at least five (5) business days prior to the policy expiry, a Standing Direction be given to the Owners Corporation Manager to renew the insurance policy at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the replacement and reinstatement report, whichever is greater.

#### Personal/Owners contents & legal liability

*Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains and light fittings).*

## 12. Debt recovery, interest and arrears

### 12.1. Charging of penalty interest

**IT WAS RESOLVED** that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other lesser amount as included in the Owners Corporation rules. The maximum penalty rate is 10% p.a. which is calculated daily on overdue fees.



## 12.2. Lot owners in arrears

**IT WAS RESOLVED** that the Owners Corporation may initiate legal proceedings against a lot owner if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with recovering the money owed, including solicitors' charges, will be invoiced to the Owners Corporation account of the relevant lot owner and the relevant lot owner will be liable for all of those costs. The Owners Corporation manager is authorised to take any action necessary to facilitate the recovery of debt.

## 12.3. Cost Recovery

**IT WAS RESOLVED** that any person responsible for the Owners Corporation incurring costs and expenses because of a default or breach of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2018 or the rules of the Owners Corporation will be liable and responsible for paying those costs and expenses and the Owners Corporation is empowered to take any action necessary to recover the costs and expenses from that person.

# 13. Committee of Management

## 13.1. Committee of Management

The Owners Corporation called for nominations for a Committee of no less than three (3) and no more than seven (7) members, such committee to serve until the next AGM.

**IT WAS RESOLVED** to increase the maximum number of committee members to 8 and for the following members to be appointed until the next Annual General Meeting:

<u>Name</u>	<u>Lot No.</u>
1. Caroline Duyvestyn	GH
2. John Van Der Laan	2A
3. Russell Jessop	3A
4. Mark Brickles	4G
5. Michael Cass	9E
6. Morgan Adams	9G
7. Sym Kohn	9H
8. Andrew Hackworth	11A

## 13.2. Delegation to the committee

It is noted that the Committee is delegated all the powers and functions that may be delegated under s11 of the Owners Corporations Act 2006.

# 14. Appointment of Manager

## 14.1. Contract of Appointment

Tideways Management contract with your Owners Corporation is current until 16 December 2023.

**IT WAS RESOLVED** that the appointment of Tideways Pty Ltd as Owners Corporation Manager for Owners Corporation on Plan No. PS743082B be extended for a period of two years and that two members of the



TIDEWAYS

Owners Corporation be authorized to execute the Contract of Appointment in accordance with section 10 of the Owners Corporation Act 2006.

#### **14.2. Delegation to the Manager**

It is noted that pursuant to Section 11 of the Act, the Owners Corporation delegates powers and functions to the Manager as set out in the Act and in the Contract of Appointment.

#### **15. General Business**

The newly elected committee will consider forming an abilities sub-committee for those in the building who may have mobility impairments.

In relation to dumped hard waste or graffiti or anything which the Council should address, it was suggested that residents could download a mobile phone application "Snap, Send, Solve" which can be used to report these directly to Council.

**THE MEETING WAS DECLARED CLOSED AT 7:30pm**

## 6. OC Chair's Report

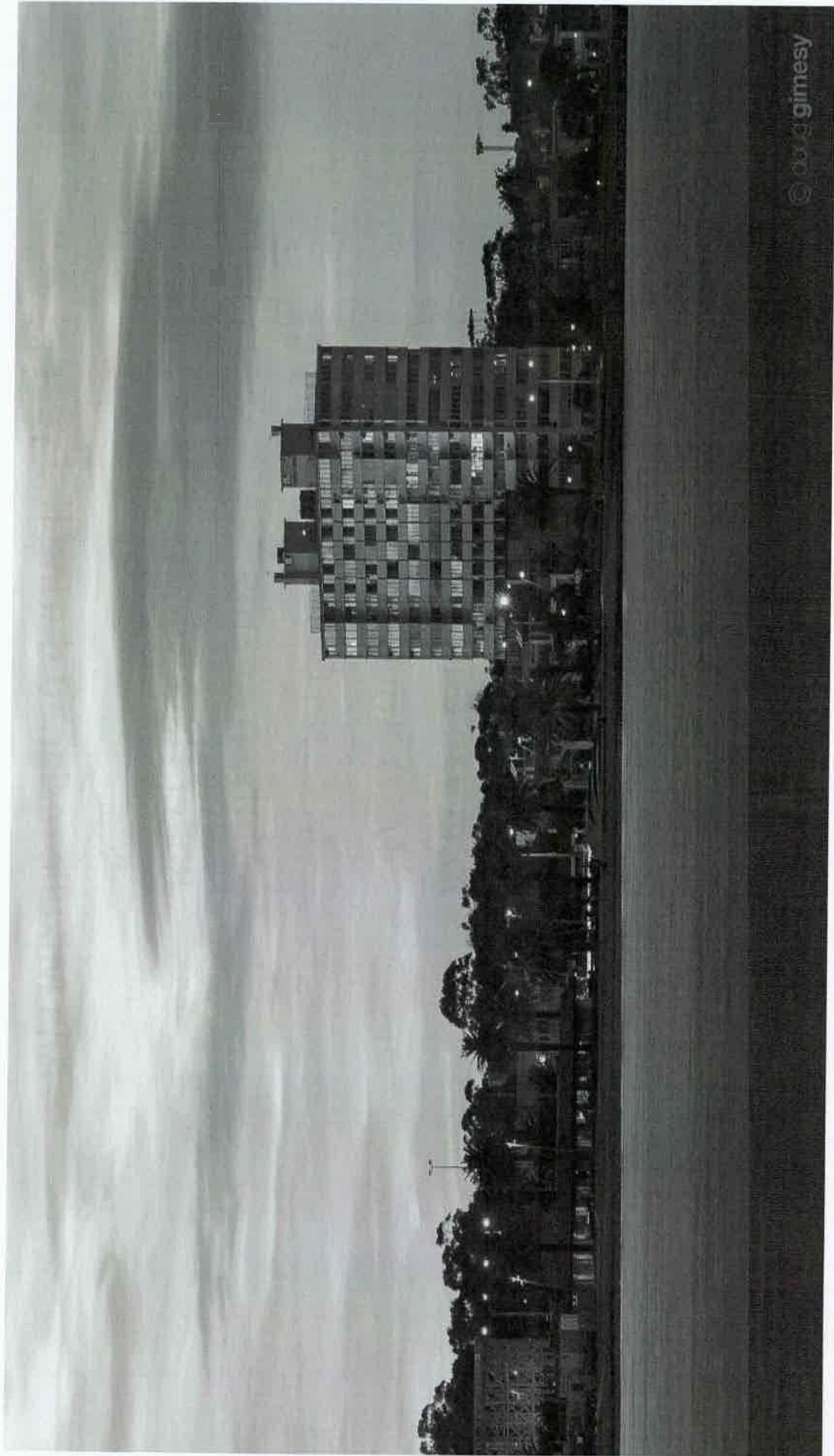


Image Credit: Doug Gimsey Conservation and Wildlife Photography

# Committee Members 2022-23

Colin Trewern

Russell Jessop

John van der Laan

Mark Brickles

Michael Cass

Morgan Adams

Roger Hackworth

Ana Mikulic resigned during the year

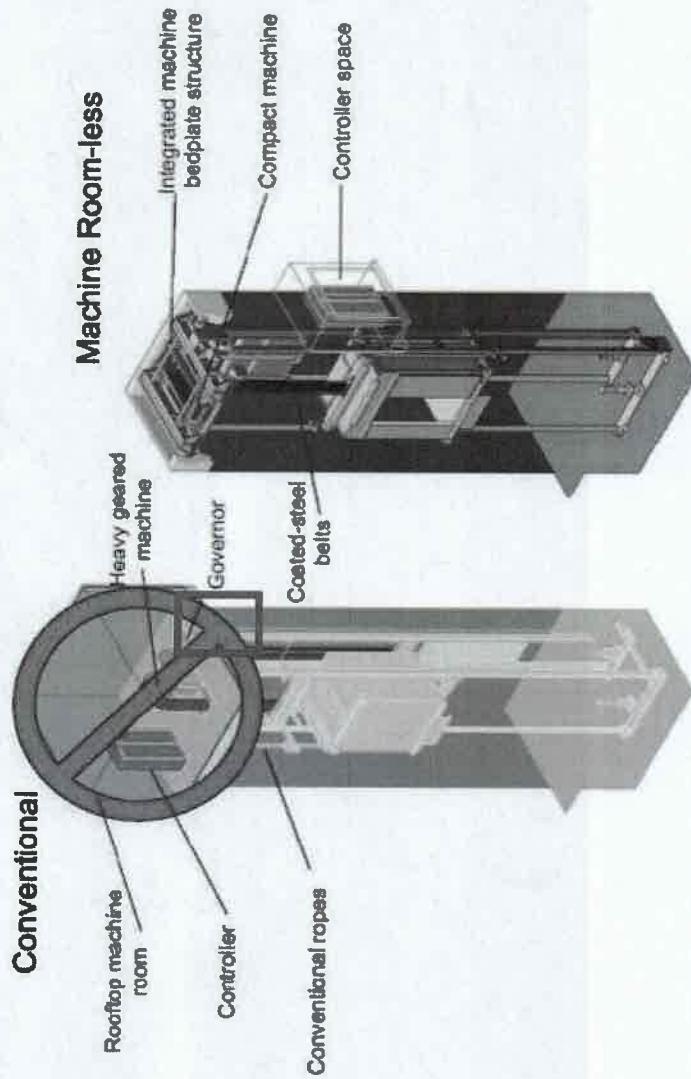
# 2018 AGM slide: NEW Vision for the lifts



Image Credit: Doug Gimsey Conservation and Wildlife Photography

# 2018 AGM Slide: New Lift Technology

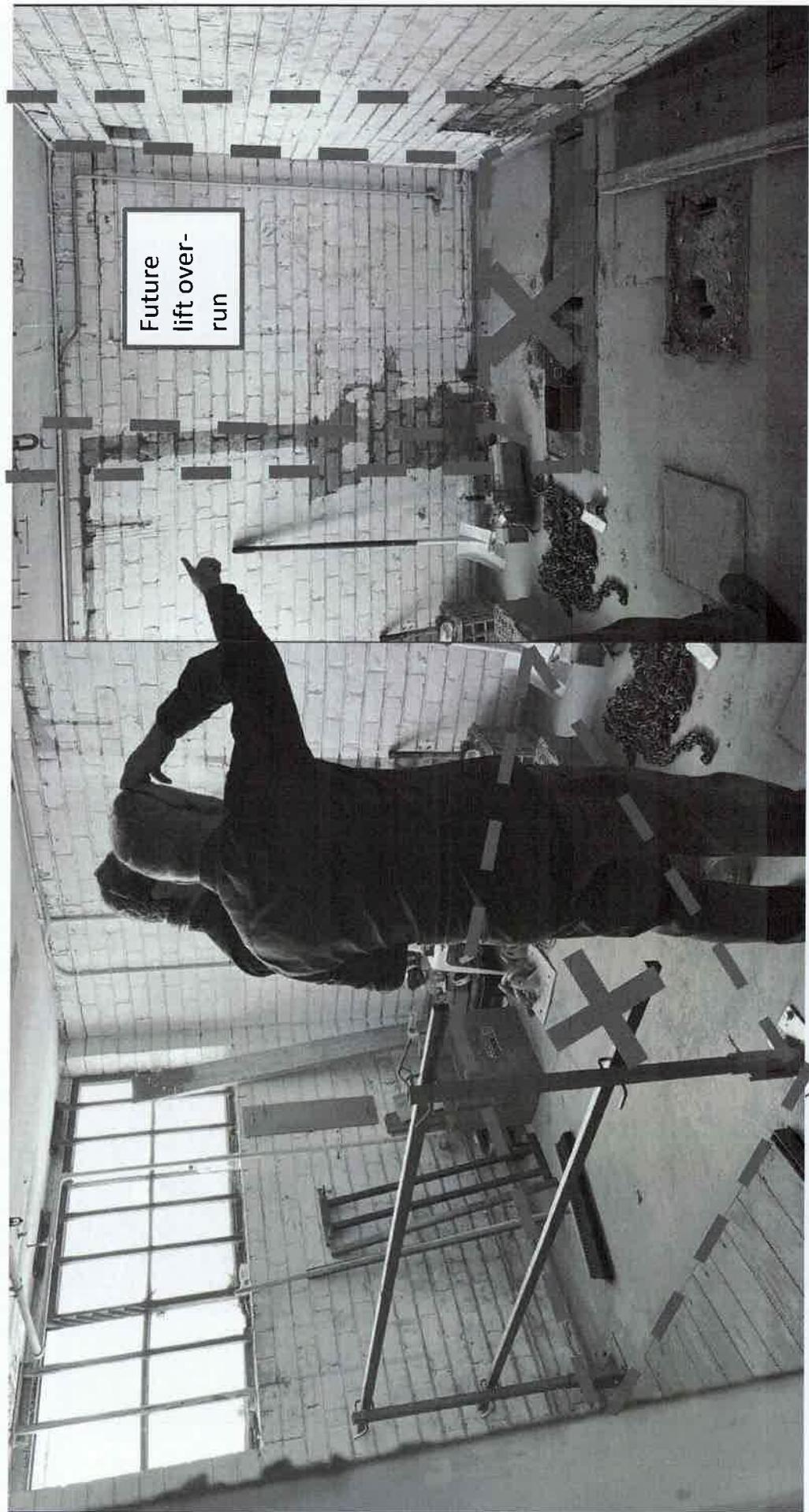
Removing the old Machine Room allows the lift to extend up to rooftop terrace



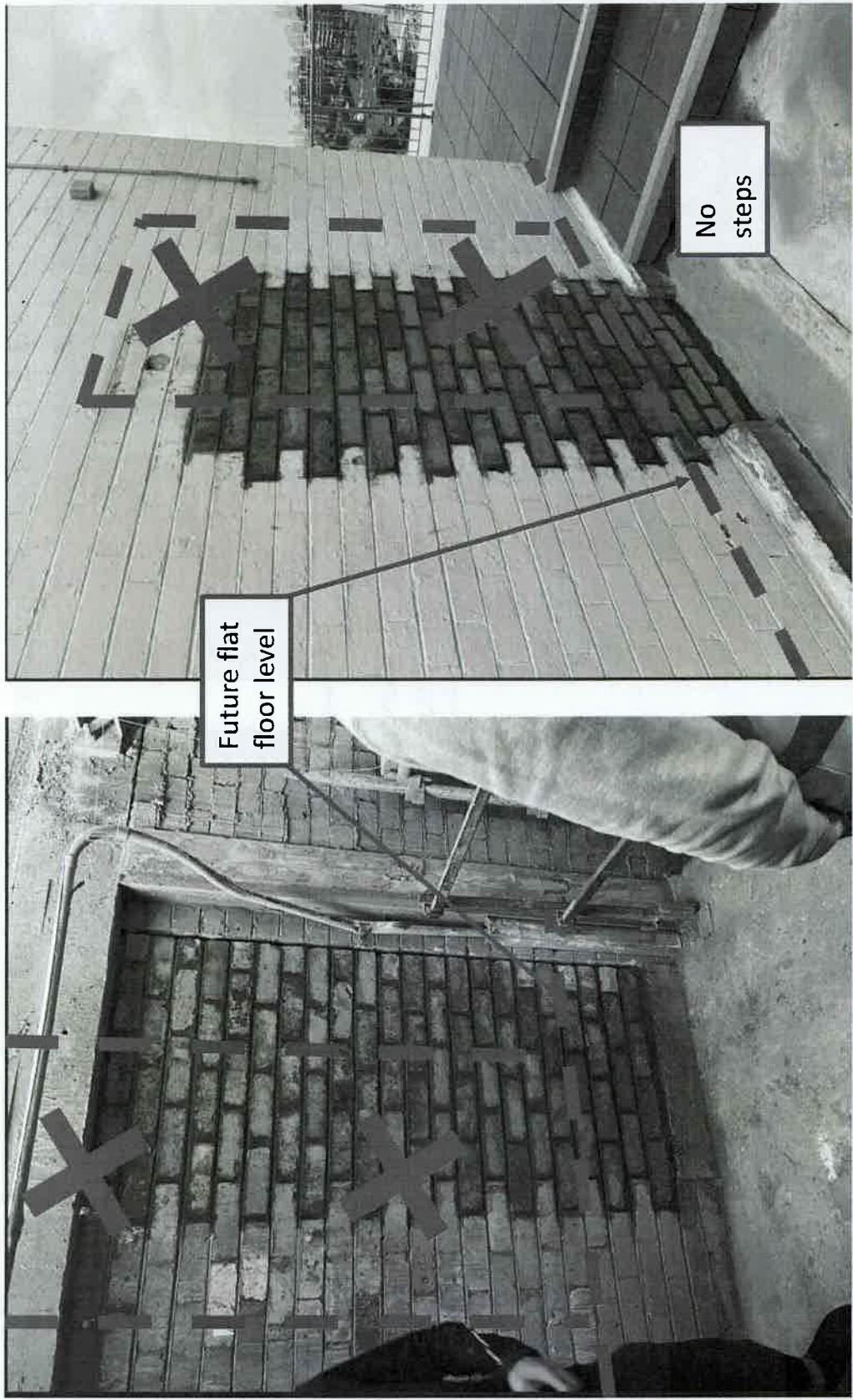
## Machine-Room-Less Elevators



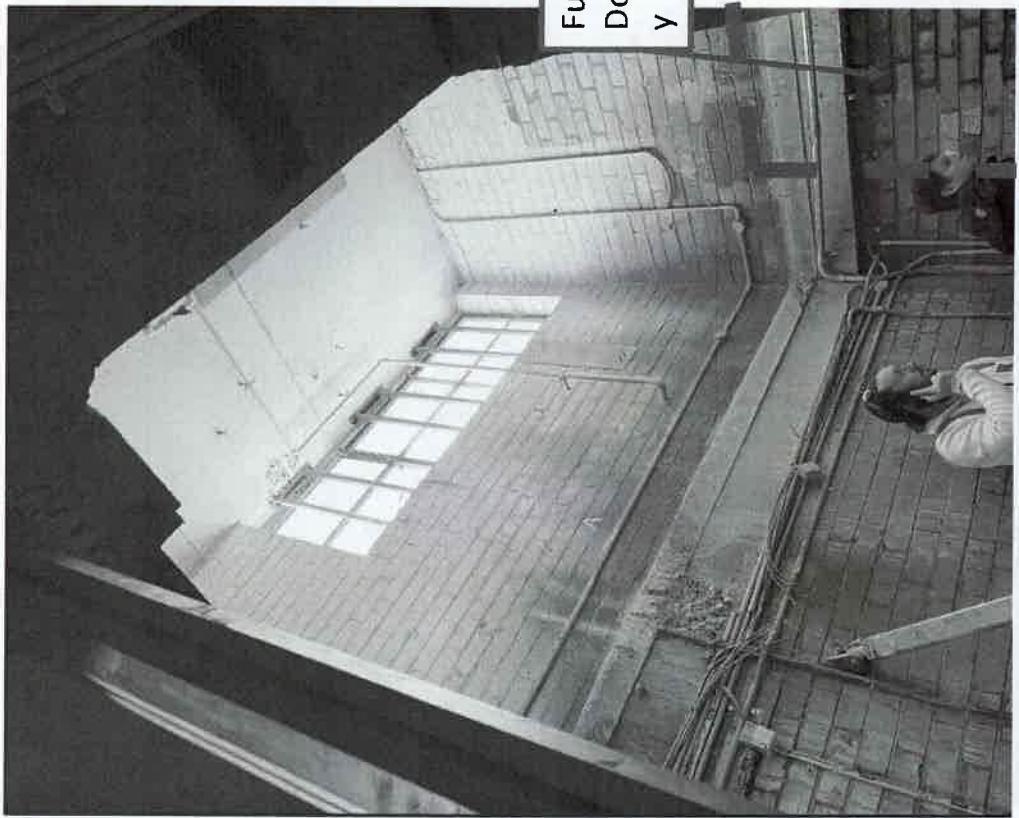
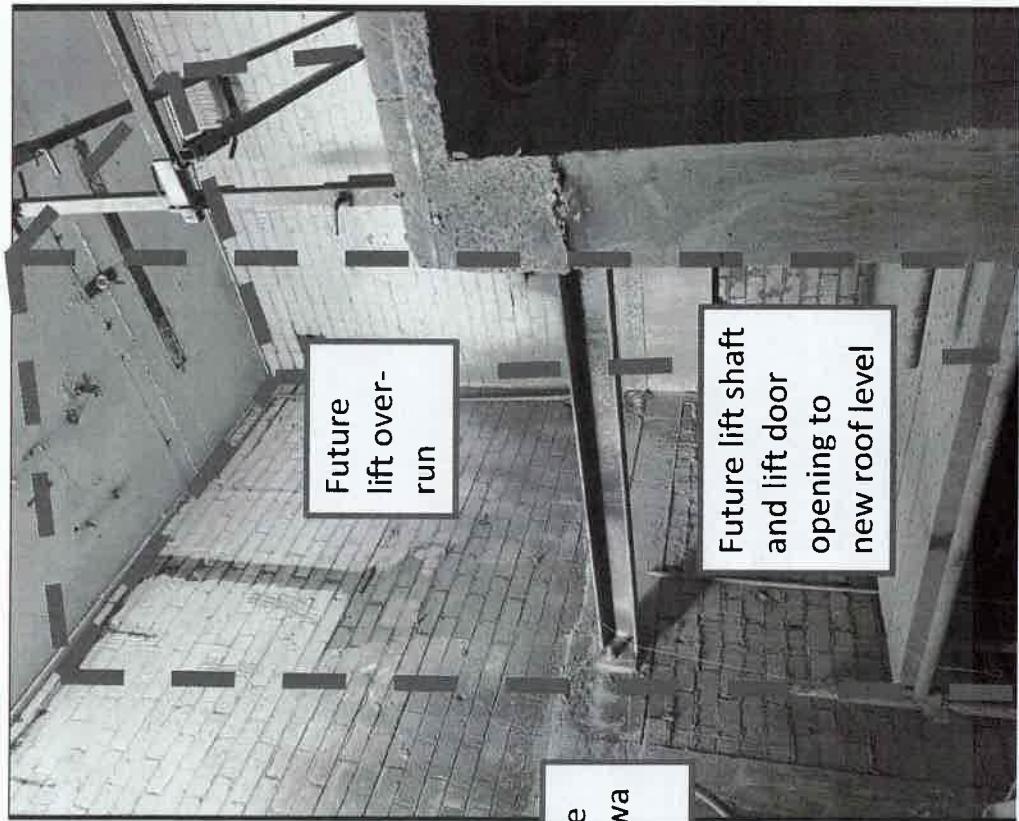
4th November 2022 – Lift Consultant LML (Tony) Left & Builder Langcon (Jarrod) Right – Temporary platform.



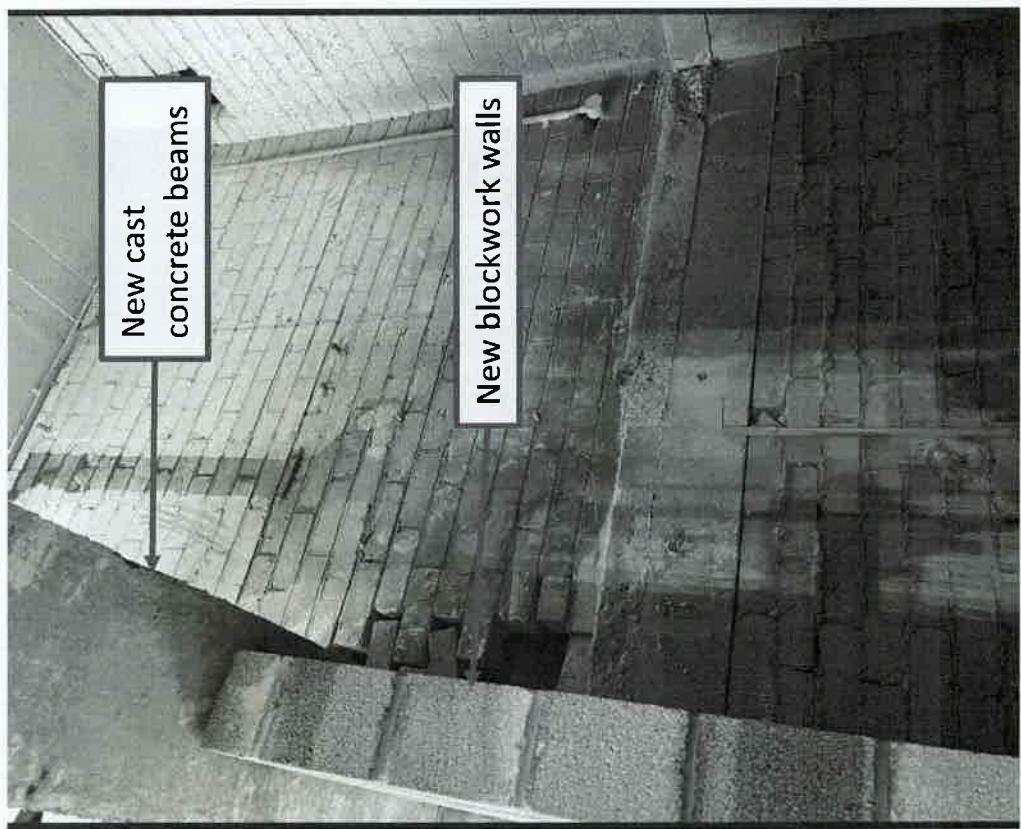
29<sup>th</sup> November 2022 – Old Lift Motor Room and machinery removed. Floor slab to be demolished for new lift shaft.



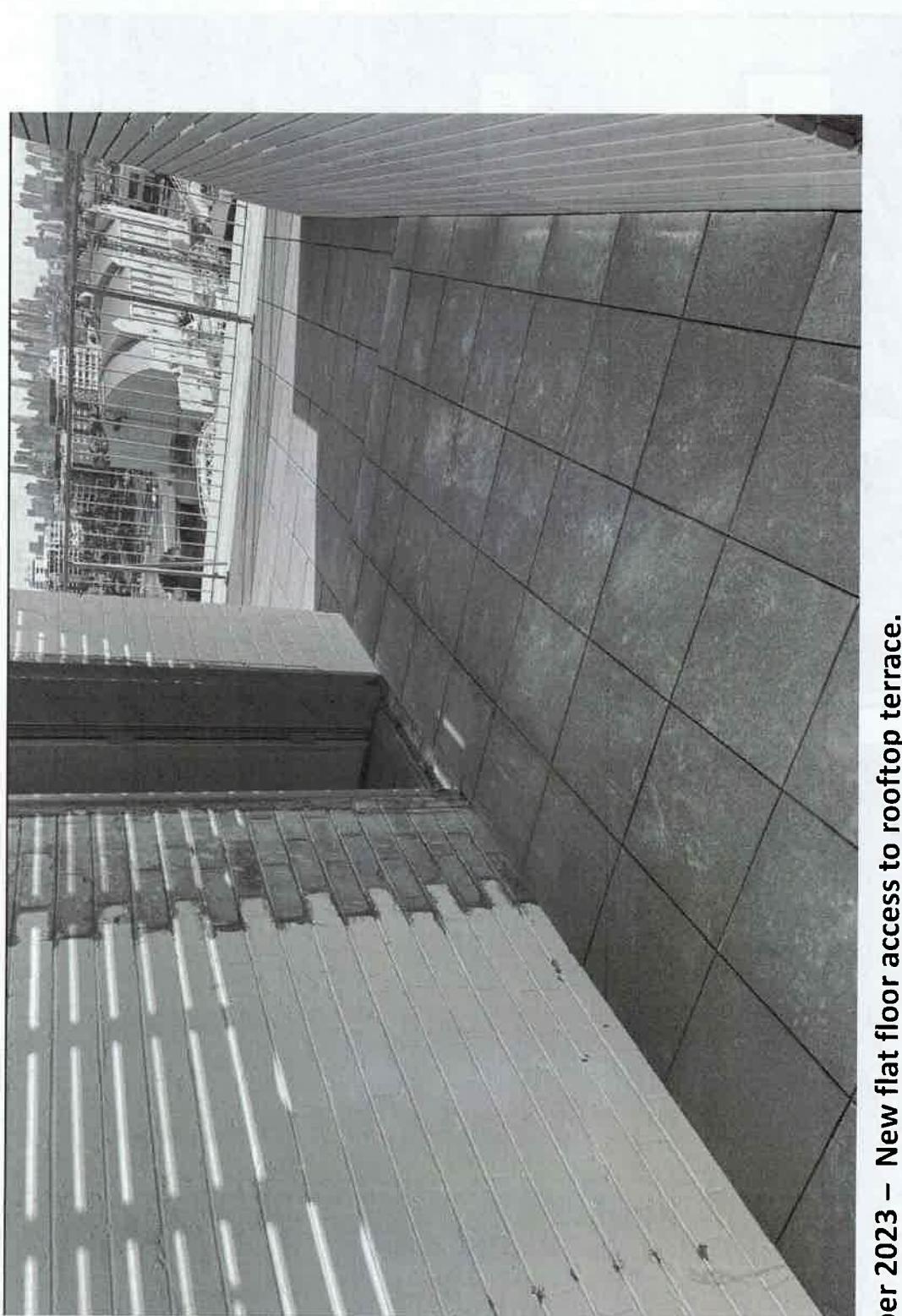
14th December 2022 – Old doorway bricked in prior to concrete beam removal and new doorway.



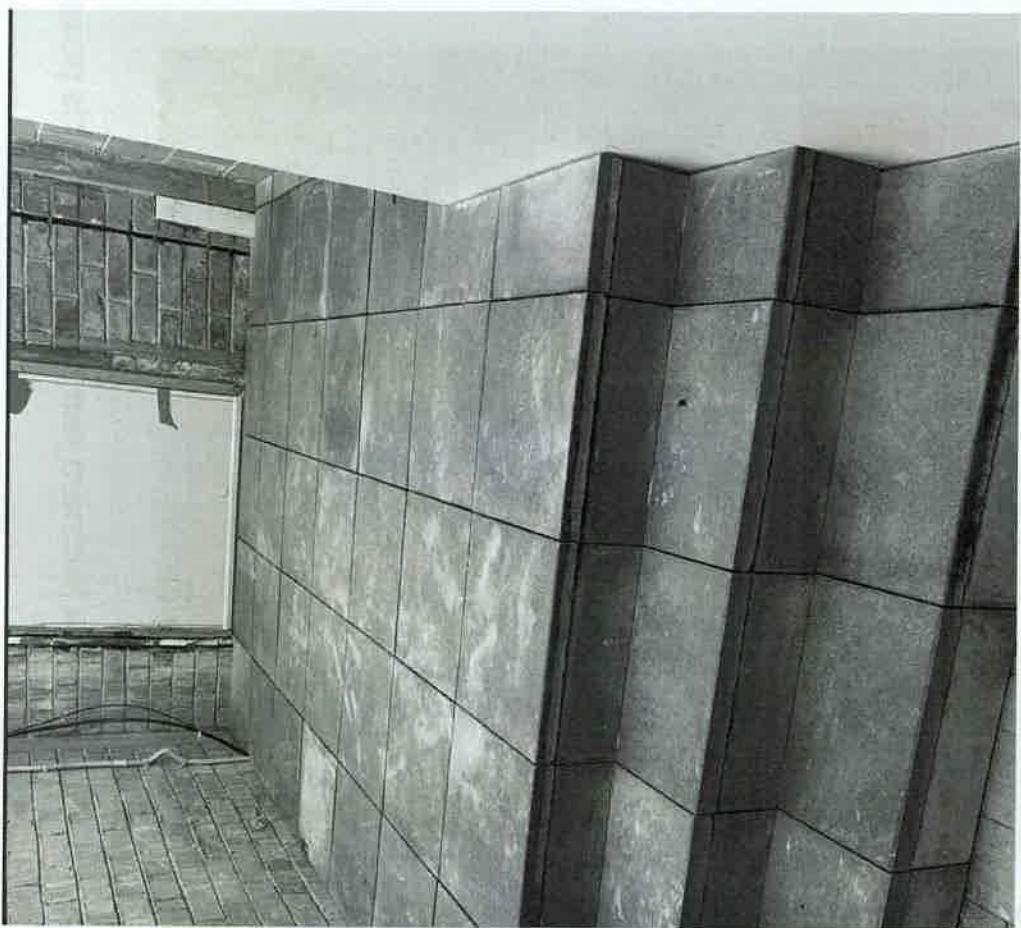
14th December 2022 – Old lift motor room concrete slab demolished and new structure.



22<sup>nd</sup> February 2023 – New structural steelwork. New concrete structure and blockwork lift shaft wall.



12th September 2023 – New flat floor access to rooftop terrace.



12th September 2023 – New doorway. New additional three steps from stairwell.



Found inside the lift shaft: The Herald Newspaper, June 12<sup>th</sup> 1969  
News of that day: "CONG SLAM PEACE HOPE - Prospects for an end to the Vietnam war through the Paris peace talks fell to their lowest ebb today" and "Now Ansett Jets direct to Perth".

# Façade Remediation

- Colin Trewern & Roger Hackworth have started the preliminary investigation.
- This was a major undertaking, and on behalf of all of us, I want to thank them.

# Repairs Needed?



# Repairs Needed?



# Repairs Needed?



Edgewater  
Towers  
Greening  
Working  
Group

Progress  
Report No. 3  
October 2023

# Greening Working Group

Meeting together most months in 2022/23

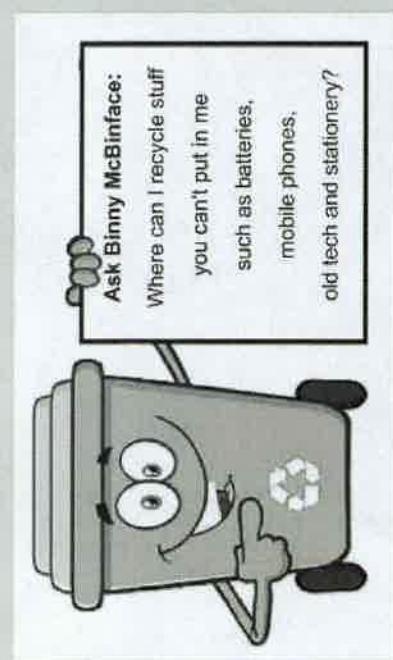
Current members: Marg Wilson, Susan Kohn, Gabrielle Townsend, Jenny Delahunt, Don Townsend, Di Kilsby (now absent overseas from 9/22), Alyson Campbell, Russell Jessop.

Thanks to past member Lainie Cann.

*New members welcome!*



Recycling  
information  
Regular  
posters on  
recycling  
*Please use  
recycling bins  
correctly!*



**Officeworks**

Give your old tech and stationery new life. Recycle here.

**Woolworths**

**BATTERY & MOBILE PHONE RECYCLING UNIT**

**ET Greening Working Group**

# Reducing Our food waste

We can divert roughly 100-140kg of organic waste per month  
Waste caddies available on request from Greening Working Group

*Please compost: help reduce our carbon footprint!*



# Facilitating recycling

Collection of empty  
toothpaste and dental  
floss containers

Started January 2022  
– very successful!

*Box in lobby last  
weekend of each  
month.*



# Herb garden

Replanting working  
bee Sunday 24th  
September 2023

*Thanks to volunteer  
residents on the day*

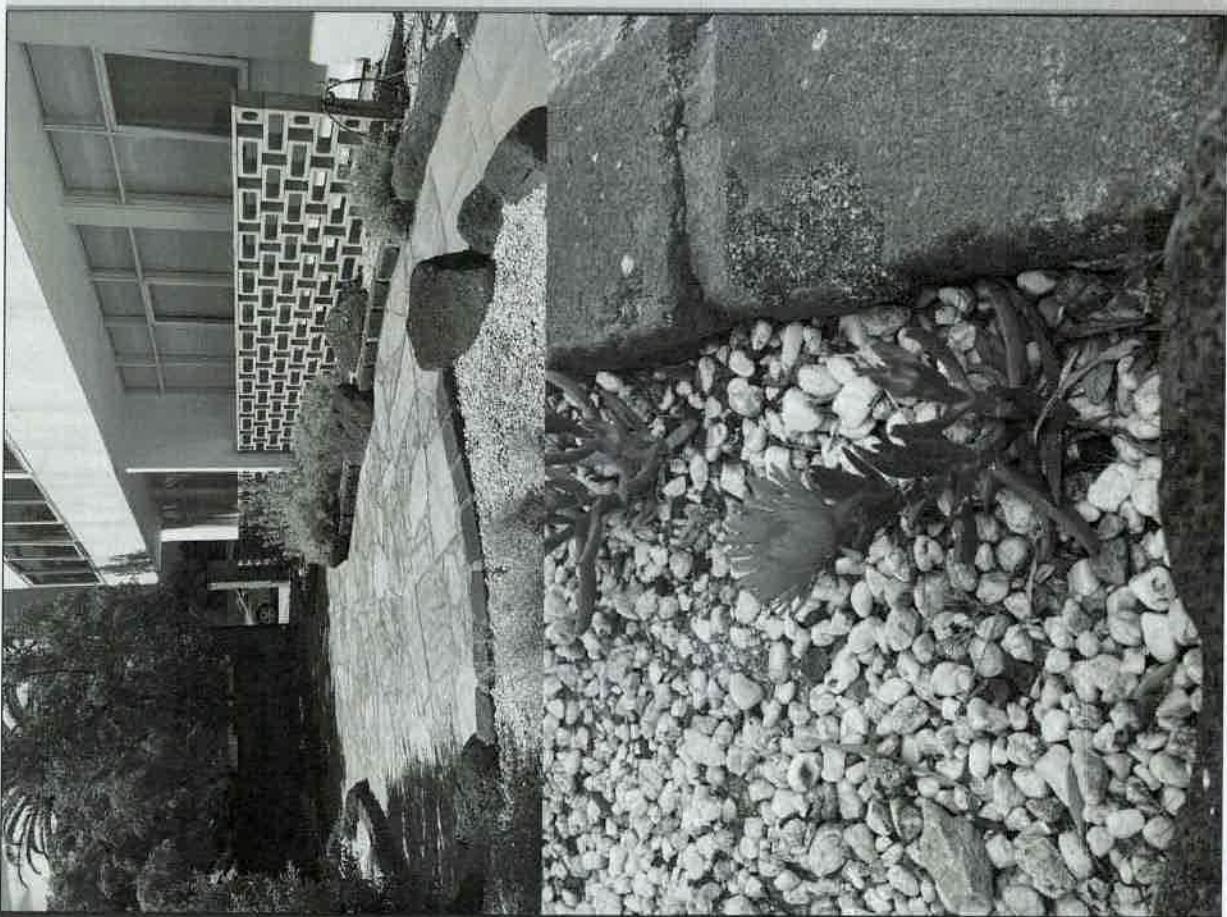


## Indigenous gardens

We continue to propagate and replace plantings in the extreme windy conditions

We cleaned the '60s patio paving reducing mould.

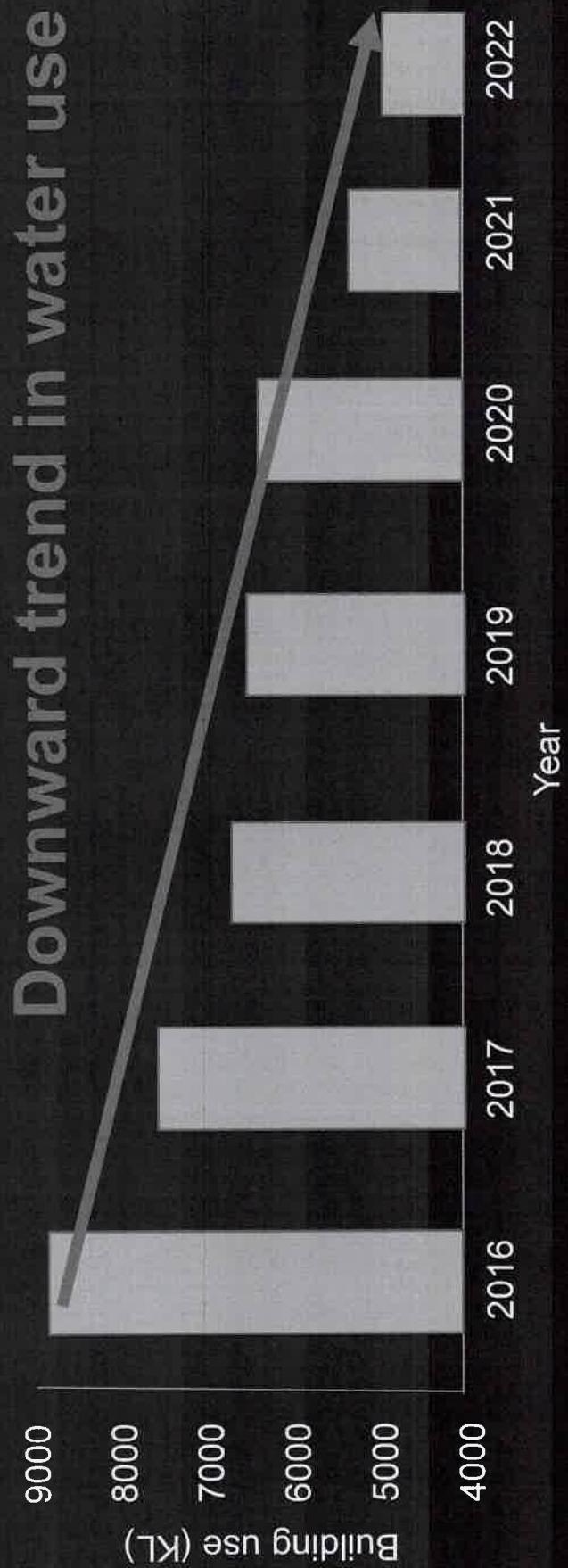
Approx. 50% plantings  
survival rate!



# Edgewater Towers – Water Consumption 2022

Year	2016	2017	2018	2019	2020	2021	2022
Water Use (KL)*	8971	7581	6732	6473	6447	5140	4894
Improvement (%) from base 2016	Baseline	15.4	24.9	27.8	28.1	42.7	45.4
Improvement (%) year on year	Baseline	15.4	11.1	3.8	0.4	20.2	5.0

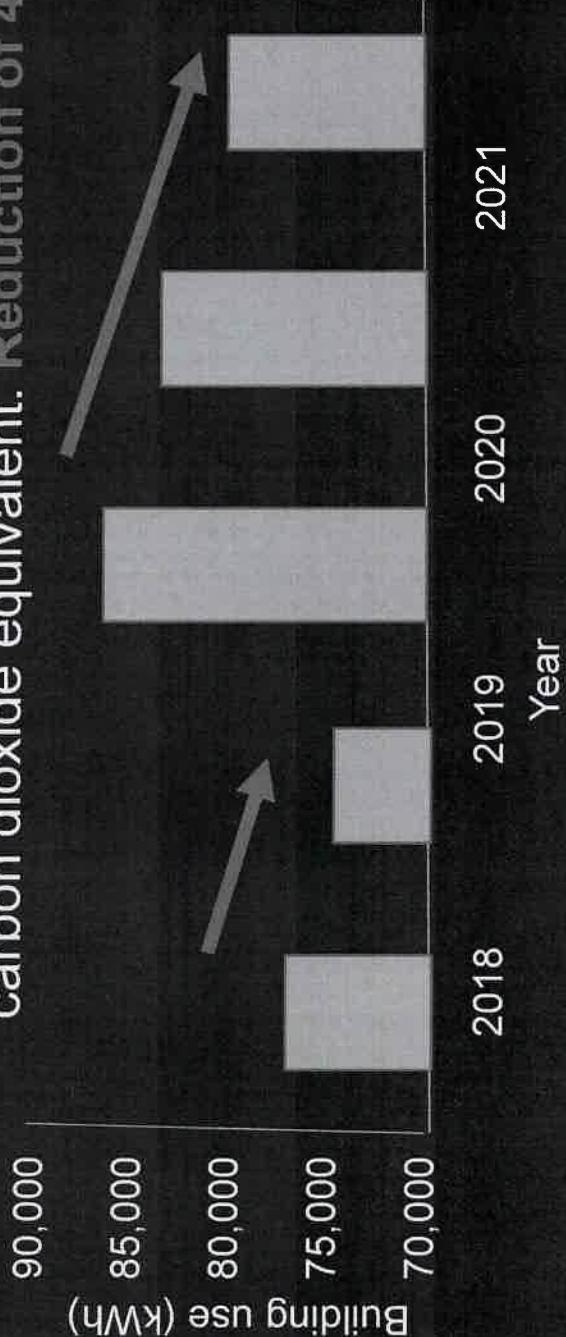
\*Southeast water billing unit 3A\*101units = building total



# Edgewater Towers – Electricity Consumption 2022

Year	2018	2019	2020	2021	2022
Elec Use (kWh)*	78,736	74,575	85,887	83,323	80,726
Improvement (%) from base 2018	Baseline	5%	(9%)	(6%)	(3%)
Improvement (%) year on year	Baseline	5%	(15%)	3%	3%

Based on 0.96 emission factor 2021-22 is Approx. 78 Tonnes carbon dioxide equivalent. **Reduction of 4 Tonnes on 2020-21.**



\*Common areas energy (lighting, WC ventilation fans, lifts, laundries, BBQs & cleaner's water heater)

# Trees

5 year formative pruning  
of the 20 Chinese Elms

Planted 2013

*Absorb carbon dioxide,  
provide shade, reduce  
heat-island effect and  
ameliorate the wind*



Image credit: Pietro Giordano 2015  
27/8/24

# Nature Strip

## Nature Strip and Street Gardening Guidelines

August 2022

New City Port Phillip

Nature Strip Guidelines

August 22

Aim: elimination of grass  
(no mowing maintenance)

*Indigenous plantings  
proposed*



# Edgewater Towers – Marine Parade Nature Strip Plan

EXISTING PARKING

EXISTING SIDEWALK

## LEGEND:

GROUND COVER  
(NOT GRASS)



NEW INDIGENOUS PLANTS TO 0.5m H



EXTG. STREET TREE

# FUTURE VISION

Electric  
Vehicles -  
No EV  
solution!

Events!

Conversations

Fun!

*We want your  
ideas!*

PLEASE JOIN IN!



# Property Clearance Certificate

## Land Tax

STATE  
REVENUE  
OFFICE  
VICTORIA

INFOTRACK / BST LEGAL

Your Reference: 232588  
Certificate No: 66014996  
Issue Date: 03 JUL 2023  
Enquiries: ESYSPROD

Land Address: 12 MARINE PARADE ST KILDA VIC 3182

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7473175	GF	743082	12227	682	\$147.42

Vendor: TY BRIERLEY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TY JUSTYN BRIERLEY	2023	\$110,000	\$147.42	\$0.00	\$147.42

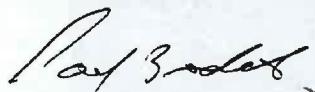
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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



Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$390,000
SITE VALUE:	\$110,000
CURRENT LAND TAX CHARGE:	\$147.42

# Notes to Certificate - Land Tax

Certificate No: 66014996

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:

- Land tax that has been assessed but is not yet due,
- Land tax for the current tax year that has not yet been assessed, and
- Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:

- The request is within 90 days of the original Certificate's issue date, and
- There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$110,000

Calculated as \$0 plus (\$110,000 - \$0) multiplied by 0.000 cents.

## Land Tax - Payment Options

<b>BPAY</b>  Biller Code: 5249 Ref: 66014996
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>

<b>CARD</b>  Ref: 66014996
<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies.
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / BST LEGAL

Your Reference: 232588  
Certificate No: 66014996  
Issue Date: 03 JUL 2023

Land Address: 12 MARINE PARADE ST KILDA VICTORIA 3182

Lot	Plan	Volume	Folio
GF	743082	12227	682

Vendor: TY JUSTYN BRIERLEY

Purchaser:

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66014996

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073  
Ref: 66015009

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

CARD



Ref: 66015009

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

## Important payment information

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

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

