
Contract of sale of land

Property address: Flat 8/9 Meadow Street, St Kilda East, Victoria 3183

Vendor: Bronya Gofman

Purchaser:

Prepared by
Mayfair Legal
Level 13, 10 Queens Road
Melbourne VIC 3004
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Ref: IF:RD:24414

Property address: Flat 8/9 Meadow Street, St Kilda East, Victoria 3183

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, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

If you end the contract in this way, 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.

Exceptions

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

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

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

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

- **A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and**
- **A copy of the full terms of this contract.**

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

SIGNED BY THE VENDOR

On ____ / ____ / 20____

Mikhail Kotliar and Elina Ferdman as
attorneys pursuant to a Power of Attorney
dated 28/02/2019

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	In2Property Pty Ltd	Phone	0411 604 087	Fax	
Address	Level 1/54 Davis Avenue, South Yarra, VIC 3141 Australia	Email	ilana@invest2day.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Bronya Gofman	Name	Mayfair Legal		
		Address	Level 13, 10 Queens Road, Melbourne VIC 3004 PO Box 6434, Melbourne VIC 3004		
Address	c/- Mayfair Legal, PO Box 6434, Melbourne VIC 3004	Contact			
		Email	property@mayfairlegal.com.au		
ACN/ABN		Phone	03 9868 9982	Fax	03 9868 9983

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 8606	Folio 004	8	71584

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is: Flat 8/9 Meadow Street, St Kilda East 3183

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

All fixed floor coverings, electric light fittings, and all fixtures and fittings of a permanent nature.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ NIL

Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

☒ **No**, because:

☐ Vendor not registered or required to be registered

☒ Existing residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided farmland to an associate

☐ **Yes**, because:

☐ Purchaser entitled to input tax credit

☐ Purchaser **NOT** entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor ☒ Yes ☐ No

Withholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:

☐ Vendor not registered or required to be registered

☒ The premises are not new

☐ The premises were created by substantial renovation

☐ The premises are commercial residential premises

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ The land includes a building used for commercial purposes

☐ The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Is due on / /20

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

~~☐ The above date; or~~

~~☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

~~The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.~~

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

OR

☐ **Subject to a lease**, particulars of which are:

☐ Attached; or

☐ As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

☐ 21 days **OR** ☐ 14 days from the contract date (approval period)

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

Special conditions

☐ Yes ☐ No

1.

2.

3.

Contract of sale of land 2022 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) 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
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor statement

Property address: Flat 8/9 Meadow Street, St Kilda East, Victoria 3183

Vendor: Bronya Gofman

Purchaser:

Prepared by
Mayfair Legal
Level 13, 10 Queens Road
Melbourne VIC 3004
PO Box 6434, Melbourne VIC 3004

Email: ml@mayfairlegal.com.au
Ref: IF:RD:24414

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

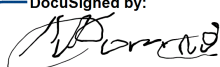
The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land: Flat 8/9 Meadow Street, St Kilda East, Victoria 3183

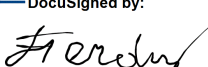
SIGNED BY THE VENDOR

Name: **Mikhail Kotliar and Elina Ferdman as attorneys pursuant to a Power of Attorney dated 28/02/2019**

On / /

DocuSigned by:


1010ED499346427...
24-Nov-2023 | 5:55 PM AEDT

DocuSigned by:


A86408870D1C4E3...
24-Nov-2023 | 5:49 PM AEDT

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On / /

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☒ Attached.

☐ Further information:

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

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

None to the Vendor's knowledge

(b) Services

The following services are **NOT** connected to the land:

☐ Electricity supply ☐ Gas supply ☒ Telephone ☐ Water supply ☐ Sewerage

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:

To chargee:

Other particulars, including dates and times of payments:

BUILDING PERMITS

Is there a residence on the land? ☒ Yes ☐ No

If yes, particulars of any building permit issued under the Building Act 1993 in the preceding 7 years are:

☒ Attached

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.

(04/10/2016)

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

Page 1 of 1

VOLUME 08606 FOLIO 004

Security no : 124110458174V
Produced 13/11/2023 02:04 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 071584.
PARENT TITLE Volume 08497 Folio 676
Created by instrument C387735 17/12/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRONYA GOFMAN of 16/197 BRIGHTON ROAD ELWOOD 3184
K730925 26/01/1984

ENCUMBRANCES, CAVEATS AND NOTICES

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

SERVICE AGREEMENT C387736 17/12/1965

DIAGRAM LOCATION

SEE LP071584 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: FLAT 8 9 MEADOW STREET ST KILDA EAST VIC 3183

DOCUMENT END

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	73
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ARNOLD BLOCH & ASSOCIATES

VICTORIA

APPLICATION FOR REGISTRATION OF SERVICE AGREEMENTS PURSUANT TO
SECTION 98G (i) OF THE TRANSFER OF LAND ACT 1953

To:

The Registrar of Titles,
Queen Street,
MELBOURNE.

NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED the
registered office of which is situate at 328 Carlisle Street
East St. Kilda HEREBY APPLIES for registration of twenty-eight
Service Agreements each dated the 18th day of November 1965
1965 and made between the said Company and NINE MEADOW STREET
PROPRIETARY LIMITED the registered office of which is situate
at 328 Carlisle Street East St. Kilda of the several strata
estates being Lots 1 to 28 (inclusive) on Plan of Subdivision
No. 71584 lodged in the Office of Titles respectively.
Produced herewith are the said Agreements.

DATED the 19th day of November 1965.

THE COMMON SEAL of NINE MEADOW
STREET SERVICE CO. PROPRIETARY
LIMITED was hereunto affixed by
a resolution of the Board of
Directors and in the presence of.

.....Director

.....Secretary

SERVICE AGREEMENT

NO. 1 of 28

LAND

LOT 1

LOT 1

LOT 1

LOT 1

LOT 1

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THIS DEED made on the date set out in the second Schedule
BETWEEN the party named and described in the second Schedule
 as the Service Company (hereinafter called "the Service Company")
 which expression shall where the context so admits include its
 successors transferees or other the Owner or registered
 proprietor for the time being of the land described in the second
 Schedule as the Servient Property (hereinafter called "the
 Servient Property") of the one part AND the party named and
 described in the second Schedule as the Owner (hereinafter called
 "the Owner") which expression shall where the context so admits
 include his legal personal representatives and transferees or
 other the Owner or registered proprietor for the time being of
 the land described in the second Schedule as the Owner's land
 (hereinafter called "the Owner's land") of the other part
WHEREAS the Owner is registered or entitled to be registered as
 the proprietor of an estate in fee simple in the Owner's land
 and the Service Company is registered or entitled to be regist-
 ered as the proprietor of an estate in fee simple in the
 Servient Property AND WHEREAS the Service Company has agreed to
 grant to the Owner certain rights over the Servient Property for
 such term and subject to such conditions as hereinafter appear
 and the Owner and the Service Company have agreed to enter into
 such mutual covenants and agreements with respect to such rights
 and otherwise as are hereinafter contained NOW THIS DEED

WITNESSETH as follows:-

1. IN consideration of the covenants by the Owner hereinafter
 contained the Service Company HEREBY GRANTS unto the Owner for
 himself and his successors in title the Owners or occupiers from
 time to time of the Owner's land for the purpose of domestic
 use and convenience incident to the occupation of the said land
 but not further or otherwise and in common with the other Owners
 and occupiers of the land comprised in the Plan of Subdivision
 of which the Owner's land forms part but subject to the
 covenants restrictions and covenants hereinafter contained
FIRST the right to go pass and repass ascend and descend through

-2-

over or in the pathways and driveways on the Servient Property and the common passages and stairways (if any) in the building on the Servient Property SECONDLY full and free running and passage of water soil gas electricity and refrigeration through and along such parts of the main water and other pipes sewers drains tubes and wires leading to or from or serving the Owner's land as pass through over or under any part of the Servient Property the right to use the garden and rotary hoist laundries toilet and lifts (if any) on the Servient Property but subject to any regulations as to the use thereof made from time to time by the Directors of the Service Company THIRDLY the right to instal maintain and use for or in connection with the provision or supply to the Owner's land of water or hot water any tank or cistern on the Servient Property installed for or in connection with the provision or supply of water or hot water to the Owner's land AND FOURTHLY the right to instal and maintain on the Servient Property a wireless aerial and a television antenna and such wiring as may be necessary therefor provided that the installation thereof and such aerial antenna and wiring shall accord with all regulations by-laws and enactments relating thereto from time to time in force and shall be first approved of by the Directors of the Service Company TO HOLD the premises unto the Owner (and so that the said premises shall be appurtenant to the Owner's land) for the term of Nine hundred and ninety-nine years from the date hereof.

2. IN consideration of the covenants by the Owner hereinafter contained the Service Company hereby covenants with the Owner as follows:-

- (1) That the Service Company will at all times during the said term (save only during such period if any as such insurance as is hereinafter mentioned may be avoided by any act of the Owner) insure and keep the Servient Property and the buildings erected on the land and every part of the land comprised in the aforesaid Plan of Subdivision insured against loss or damage by fire

-3-

in some insurance office of repute so that the same is from time to time insured in the full value thereof and will at any reasonable time of the day at the request of the Owner produce to him or his agent the policy of insurance and the receipt for the current year's premium and will cause all moneys received under any such policy to be laid out in rebuilding and reinstating any building erected on the land aforesaid or any part thereof as and when such rebuilding or reinstating may be necessary by reason of destruction or damage caused by fire.

- (2) That the Service Company will at all times during the said term repair and maintain in good repair and condition the driveways pathways passages and stairways (if any) on and forming part of the Servient Property and the walls and ceilings of the said passages and stairways.
- (3) That the Service Company will at all times during the said term repair and maintain in good repair and condition the foundations and the roofs and the exterior of the outer walls of the buildings erected on and forming part of the land comprised in the Plan of Subdivision of which the Owner's land the Servient Property form part and the pipes and drains on the Servient Property and leading therefrom.
- (4) That the Service Company will at all times during the said term cultivate tend and keep in proper and tidy condition the gardens and paths on the Servient Property and repair and maintain in good repair and condition any sheds structures and buildings or part thereof on and forming part of the Servient Property and the walls and fences on the boundaries of the land comprised in the aforesaid Plan of Subdivision.
- (5) That the Service Company will keep and maintain all outside paintwork of the buildings erected on and

-4-

forming part of the land comprised in the aforesaid Plan of Subdivision in good and reasonable condition.

- (6) That the Service Company will at all times during the said term pay all Municipal, Melbourne and Metropolitan Board of Works rates, State Land Tax and other rates, taxes charges and impositions including excess water charges which shall be assessed to or levied from the Service Company in respect of the residual land or any of the land comprised in the said Plan of Subdivision.
- (7) That the Service Company will at all times during the said term maintain in good repair and proper working order all lights wiring meters switches and other apparatus used for the purpose of lighting and driveways pathways passages stairways and laundries on the Servient Property and pay all charges payable in respect of electricity consumed and apparatus used and expended for the purpose aforesaid.
- (8) That the Service Company will at all times during the said term maintain in good repair and proper working order all copper troughs boilers and other equipment on the Servient Property (other than any apparatus or equipment for the provisions of hot water and any apparatus and wires used in or about wireless and television reception and any cistern servicing exclusively one Lot on the aforesaid Plan of Subdivision) and all pipes drains tubes sewers and wires leading to or from and serving the Owner's land and will pay all charges payable for gas and electricity consumed in the course of the use of such apparatus and equipment as aforesaid and for the repair renewal or reinstatement thereof PROVIDED that the Owner shall maintain in good repair and proper working order all apparatus and equipment for the provision of gas electricity water hot water and telephone services on the Owner's land and all sewerage and sanitary equip-

-5-

ment and apparatus thereon and any equipment or apparatus for the provision of hot water and any apparatus and wires used in or about wireless and television reception and any cistern on the Servient Property serving exclusively the Owner's land and all drains pipes tubes sewers and wires which are on and terminate in and serve the Owner's land and shall pay all charges payable for gas and electricity consumed for the purpose aforesaid and for the repair renewal or reinstatement of such apparatus and equipment AND PROVIDED further that the Service Company shall be entitled to charge to the Owner and the Owner shall pay to the Company in such manner as the Company shall deem expedient for gas and electricity consumed by the Owner in using any equipment on the Servient Property.

- (9) That without prejudice to the generality of the covenants by the Service Company hereinbefore contained the Service Company will at all times during the said term execute all necessary and proper repairs to the Servient Property.

3. IN consideration of the covenants on the part of the Service Company hereinbefore contained the Owner hereby covenants with the Service Company as follows:-

- (1) The Owner shall pay to the Service Company service charges and maintenance contributions of such amounts at such times and in such manner as the Board of Directors shall by resolution in accordance with the Articles of Association of the Service Company from time to time determine.
- (2) As and by way of security for the due performance of the covenants herein contained and on the part of the Owner to be performed the Owner shall deposit with the Company such sum on the last day of March, June, September and December in each year as the Board of Directors may by resolution in like manner determine

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and all sums so deposited shall be credited to the Owner's Guarantee Account and subject to the terms hereof shall be held upon trust for the Owner or the successors in title provided that the Owner shall not be entitled to withdraw any moneys from the Guarantee Account save and except in accordance with the provisions of Paragraph 3 of this Clause and Clause 6 of this Agreement.

- (3) Upon the Owner paying to the Service Company any sum pursuant to the provisions of Paragraph 1 of this Clause and so long as the Owner shall not be in default in the performance of any covenants contained in this Deed and on the part of the Owner to be performed the Service Company shall refund to the Owner a like sum which shall be debited to the Owner's Guarantee Account.
- (4) To pay during the said term all rates and charges including excess water charges levied on the Owner in respect of the Owner's land.
- (5) Not to do or suffer to be done on the Owner's land any act or thing by reason or in consequence of which any increased or extra premium may become payable for the insurance of any building or buildings on the Servient Property on the Owner's land or on the land or any part of the land comprised in the aforesaid Plan of Sub-division or any part thereof against loss or damage by fire or any policy for such insurance may become void or voidable.
- (6) To observe and perform the covenants set out in the first Schedule.
- (7) In the event of default being made by the Service Company in discharging any of its obligations pursuant to Clause 2(6) hereof he shall become jointly and severally liable with the Service Company to pay and discharge any such liability of the Service Company and may either deduct any amount so paid from any amount

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due and owing by him to the Service Company or recover the same from the Service Company as a civil debt recoverable summarily.

4. IF any sum or sums payable by the Owner or any part thereof respectively shall be in arrear for fourteen days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Owner shall at any time fail or neglect to perform or observe any of the covenants or agreements on his part to be observed and performed as hereinbefore contained or shall become bankrupt or being a Company shall enter into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then and in any such case the Service Company may after fourteen days notice in writing to the Owner has been given specifying the default determine this Deed and exclude the Owner from the exercise or enjoyment hereunder of the rights hereby granted and may thenceforth hold and enjoy the Servient Property as if this Deed had not been made and entered into AND in addition thereto it shall be lawful for the Service Company but without prejudice to any other remedy or power available to it in respect of such default and notwithstanding any actual or constructive waiver of any previous cause or right of entry or re-entry or of any other right or claim to enter on the Owner's land or any part thereof in the name of the whole and thereafter to execute and do such works acts and things (if any) on the Owner's land as shall be necessary or proper for remedying any such default and to take and remain in the possession or receipt of the rents and profits thereof until thereby or otherwise all sums of money expended on or about such works acts or things as aforesaid together with all costs and expenses occasioned by the exercise of this power shall have been fully paid and satisfied PROVIDED that if the registered proprietor of the Owner's land or other person entitled to possession of the Owner's land shall at any time pay to the Service Company all amounts owing to the Service Company by the Owner

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at the date of the determination of this Deed or so much thereof as shall from time to time remain unsatisfied all amounts that would have been payable by the Owner if this Deed had not been determined and such costs and expenses incurred by the Service Company in or about or as a result of such determination or so much thereof as shall from time to time remain unsatisfied together with interest on such sums at the rate of eight per centum per annum and shall remedy any breach of covenant on the Owner's part to the satisfaction of the Directors of the Service Company or where it is incapable of remedy shall provide an adequate monetary compensation for such breach then the Service Company will at the cost and expense of such registered proprietor or other person entitled to possession of the Owner's land enter into a Deed with such registered proprietor or other person entitled to possession containing the same terms conditions and covenants as are herein contained.

5. THE Owner and his legal personal representatives shall remain personally liable to perform the conditions covenants and agreements herein contained and to pay the service charge and maintenance contribution hereinbefore reserved and covenanted to be paid notwithstanding any assignment by the Owner or his personal representatives of his interest hereunder PROVIDED that if the Owner transfer his interest in the Owner's land and such successor in title become the registered proprietor of the Owner's land then without prejudice to the liability of such successor in title for all arrears owing under this Deed as at the date of transfer upon the successor in title executing a Deed with the Service Company to observe and perform the conditions covenants and agreements on the Owner's part herein contained and upon the successor in title establishing with the Service Company a Guarantee account with a credit equal to the sum which the Board of Directors determines to be owing or payable by the Owner under the terms of this Agreement, the Service Company shall refund to the Owner the amount standing to his credit in his Guarantee Account and shall release the

-9-

Owner from all liability in respect of any service charge or contribution payable after the date of such Deed and in respect of the observance or performance of any condition covenant and agreement herein contained after the date of such Deed.

6. THE Service Company hereby further covenants with the Owner that the Owner paying the service charges and contributions hereby by him agreed to be paid and performing and observing the covenants and agreements on the part of the Owner to be observed and performed hereinbefore contained shall during the said term peaceably and quietly hold and enjoy the said premises without any interruption or disturbance by the Service Company or any person or persons claiming through under or in trust for the Service Company.

7. THE Service Company hereby further covenants with the Owner that it will at the request and at the expense of the Owner during the said term enter into a covenant with any mortgagee of the Owner's land that it will grant to the said Mortgagee entering into possession of the Owner's land pursuant to the terms of the mortgage or to any person entitled to possession of the Owner's land by reason of or as a result of the exercise by the mortgagee of any power therein contained the same rights on the same terms and subject to the same conditions as are herein contained so long as the said mortgagee or other person entitled to possession shall remain in possession or entitled to the Owner's land.

8. IF any dispute shall arise between the Service Company and the Owner whether in relation to the interpretation of this Deed or to any act or omission of either party hereunder or in relation to any other matter or thing touching the obligations and covenants herein contained or if the consent of the Board of Directors to any matter or thing which is pursuant to the covenants contained in the Schedule hereto prohibited or restricted except with the consent in writing of the Board of Directors is in the opinion of the Owner unreasonably or unnecessarily with-

-10-

held or refused then such dispute matter or question shall be referred to a single arbitrator in case the parties agree upon one otherwise to two arbitrators one to be appointed by the Owner and the other to be appointed by the Board of Directors. Such arbitration shall be on the terms and subject to the provisions of the Arbitration Act 1958 or any statutory modification thereof for the time being in force and the decision given in such arbitration shall be final and binding on all parties thereto.

9. NOTWITHSTANDING anything hereinbefore contained the Owner shall not by virtue of this Deed be entitled at any time to enter or be in or upon or to use in any manner the garages carports or parking spaces or any of them which are erected upon the Servient Property or the land upon which the same now stand or to enter or be in upon or use in any manner any part or parts of the Servient Property which the Service Company pursuant to the provisions of the Articles of Association of the Company has or at any time hereafter shall set aside for the exclusive use and occupation of any Owner or Owners of a Lot on the afore-said Plan of Subdivision or any occupier or occupiers thereof or any member of the Company.

10. THE Service Company further covenants with the Owner that without prejudice to the generality of the covenants hereinbefore contained on the Company's part to be performed and observed the Service Company will comply with any order or direction lawfully made or given to the Service Company with respect to any works acts or things required to be done to or on the Servient Property pursuant to any Act of Parliament or any regulation or by-law made thereunder and further that if any person being Owner of any of the land comprised in the afore-said Plan of Subdivision and being a person with whom the Service Company shall have entered into any agreement granting rights over the Servient Property shall make default in complying with any order or direction as aforesaid with respect to any works acts or things required to be done to or on the land of

-11-

such Owner comprised in the aforesaid Plan of Subdivision the Service Company will take such action as may be necessary and proper to require and secure compliance with such order or direction.

11. THIS Service Agreement shall be lodged in the Office of Titles for registration under the Transfer of Land (Stratum Estates) Act 1960 within sixty days from the date hereof.

12. THE Service Company shall observe and perform all the terms and conditions of any agreement made between it and the local Municipality.

13. WHERE more persons than one are the Owners of the Owner's land the covenants hereinbefore contained on the Owner's part to be performed shall be deemed joint and several covenants by them and the word "Owner" wherever occurring shall be deemed to mean and include the Owners and each of them and their respective heirs executors administrators and assigns. Words importing the masculine gender and shall be deemed and taken to include females.

14. NOTWITHSTANDING anything herein contained the provisions of Clause 3 hereof shall not come into force until a date to be notified by the Owner expressly named in the Second Schedule by notice in writing to the Service Company or the date on which at least two-thirds of the Lots on the aforesaid Plan of Subdivision shall be occupied by purchasers of lots from the said Owner whichever shall be the earlier PROVIDED ALWAYS that until such date the said Owner shall carry out on behalf of the Service Company and/or defray all the expenses incurred by the Service Company in carrying out all the obligations of the Service Company hereunder.

IN WITNESS WHEREOF the parties hereto have executed these presents as a Deed on the date first hereinbefore mentioned.

FIRST SCHEDULE

OWNER'S COVENANTS

1. THAT he will not do or suffer to be done on the Owner's land or any part thereof anything which shall be a nuisance or annoyance to the person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision nor suffer permit or allow the same to be used for any illegal or immoral purpose.
2. THAT he will not use or suffer or permit to be used on the Owner's land any machine equipment or instrument operated by electricity which causes interference with wireless or television reception unless such machine equipment or instrument is effectively fitted with a device which prevents interference with wireless or television reception by any person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision.
3. THAT he will not keep or permit to be kept on the Owner's land or on the Servient Property any animal or bird unless the Board of Directors of the Service Company by notice in writing consents thereto and such consent has not been revoked.
4. THAT he will not use or permit to be used any mechanical or other musical instrument of any kind nor practise or permit to be practised any singing on the Owner's land between the hours of midnight and 8 a.m. so that the same is audible outside the Owner's land.
5. THAT he will not store or permit to be stored on the Servient Property or any part thereof except in a locker or storeroom set aside for his use any materials or goods without the consent of the Board of Directors of the Service Company in writing first had and obtained and then only on the terms and subject to the conditions as in any

-13-

such written consent specified.

6. THAT he will not damage or deface or obstruct or suffer to be damaged defaced or obstructed the entrances passages stairways landing pathways or any of the Servient Property provided or available for the use in common by owners and occupiers or to use or suffer the use of the same for a purpose other than the purpose for which they are provided or properly available.
7. THAT he will not place hang or suffer to be hung any clothes or other articles from or on the outside of the Owner's land or in or from the balconies entrances landings or stairways forming part of the Owner's land or the Servient Property.
8. THAT he will not display or permit to be displayed any placard advertisement or sign in or upon the Owner's land or in or upon the Servient Property without the consent of the Board of Directors.
9. THAT he will not instal any appliance or air conditioning apparatus which is visible from the exterior of the Owner's land without the consent of the Board of Directors.
10. THAT he will not use or suffer the use of the Owner's land so as to commit or cause any breach of any Act of Parliament or any regulations or by-law made thereunder or any regulations by-law rule or direction made by any municipal statutory governmental semi-governmental or other authorised by-law to make or give such by-law rule or direction.
11. THAT he will comply with any order or direction lawfully given under or pursuant to any Act of Parliament or any regulation or by-law made thereunder with respect to any work act or thing to be done on or to the Owner's land and will carry out or cause to be carried out any such work in a proper and workmanlike manner doing no unnecessary damage by or in the course thereof and making good all

damage thereby or in the course thereof to the Servient Property or other land and building comprised in the said Plan of Subdivision.

12. THAT he will not use or occupy the Owner's land or any part thereof or suffer the same to be used or occupied as a shop or other place for carrying on any trade or business or otherwise than as a private home.
13. THAT he will insofar as it may be necessary to avoid annoyance to the Owners or occupants of any of the land adjacent to or in the neighbourhood of the Owner's land keep the floors of the flat being the Owner's land carpeted or sufficiently covered.
14. THAT he will keep the Owner's land and every part thereof in good and tenantable repair and in particular (but without prejudice of the generality of the fore-going) in such state of repair as shall adequately support shelter and protect the lots in the aforesaid Plan of Subdivision other than the Lot being the Owner's land.
15. THAT he will maintain in good repair and proper working order all drains pipes tubes sewers and wires for the provision of gas electricity water sewerage disposal hot water and refrigeration or used in or about television reception which are on and terminate in and serve the Owner's land and any equipment or apparatus on the Owner's land used in connection therewith and any equipment for the provision of hot water and any cistern and any wiring used therefor on the Servient Property serving exclusively the Owner's land.
16. THAT he will not without the prior consent in writing of the Board of Directors first had and obtained and then only on the terms and subject to the conditions as in any such written consent specified paint or make any alterations or additions whether structural or otherwise to the exterior of the Owner's land or any part thereof and that he will not without the like consent make any structural

-15-

alterations or additions to the interior of the Owner's land or any part thereof which latter consent shall not however be unreasonably refused in the case of any interior alterations approved by an architect appointed by the Service Company and which do not diminish or impair and support shelter and protection of the Lots in the said Plan of Subdivision other than the Owner's land.

17. THAT he will observe and perform any regulations relating to garbage disposal and the placing of any garbage tins on the Servient Property the Board of Directors may make from time to time.

18. THAT he will observe and perform any regulations relating to the use of the garden laundries rotary hoists and any part of the Servient Property set aside for the use in common by owners and occupiers and any regulations as to the use of television antennae and wiring the Board of Directors may make from time to time.

19. THAT he will not park or suffer to be parked any motor car or other vehicle on any part of the Servient Property provided or available for the use in common by owners and occupiers save and except in the area (if any) set aside by the Board of Directors for that purpose.

THE SECOND SCHEDULE OF
THE DEED FOR EACH OF THE
LOTS AFFECTED BY THIS
SERVICE AGREEMENT ARE
SHOWN ON THE FOLLOWING
PAGES.

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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Carlisle Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 404 Beach Road, Beach

OWNER'S LAND: Lot 1 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



A person appointed by the Directors to attest the affixing of the Seal.
Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

SECOND SCHEDULE

SERVICE COMPANY

SERVICE PROPERTY

OWNER

OWNER'S LAND

DATE OF MAKING THIS DEED

THE COMMON SEAL of the SERVICE COMPANY
has hereto affixed by authority of
a resolution of the Board of Directors
and in the presence of:

Director

**A memorandum of the within Instrument
has been entered in the Register Book**

See Vol. 8605 Fol. 995
996



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED.

of 328 Carlisle Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED.

of 464 Toorak Road, Toorak

OWNER'S LAND: Lot 2 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

A person appointed by the Directors to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.

[Signature]

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

997



-16-

SECOND SCHEDULE

SERVICE COMPANY *of 328 Carlisle Street, East St. Kilda.* NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: *of 464 Toorak Road, Toorak.* NINE MEADOW STREET PROPRIETARY LIMITED.

OWNER'S LAND: Lot 3 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:



A person appointed by the Directors to attest the affixing of the Seal.
Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

REGISTERED INSTRUMENT

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REGISTERED INSTRUMENT

THE COMMON SEAL OF THE REVENUE COMMISSION
has been entered in the Register Book

REGISTERED INSTRUMENT

REGISTERED INSTRUMENT

THE COMMON SEAL OF THE REVENUE COMMISSION
has been entered in the Register Book

A memorandum of the within Instrument
has been entered in the Register Book

See Vol 8605 Fol 995
998



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED.

of 328 Carlisle Street, East St Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER:

NINE MEADOW STREET PROPRIETARY LIMITED.
of 404 Torak Road, Torak.

OWNER'S LAND:

Lot 4 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
Director

[Signature]
Secretary

I person appointed by the Directors to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.
[Signature]

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A memorandum of the within Instrument
has been entered in the Register Book

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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED.
of 328 Carlisle Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

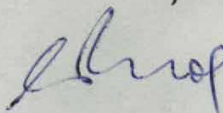
OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464
Toorak Road, Toorak.

OWNER'S LAND: Lot 5 on Plan of Subdivision No. 71584 lodged in the
Office of Titles and being part of the land
described in Certificate of Title 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY)
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:

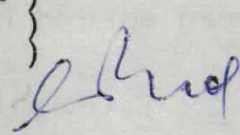



Director

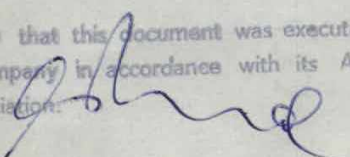

Secretary

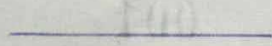
THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:




Director

Secretary

I certify that this document was executed by
the Company in accordance with its Articles
of Association: 

 A person appointed by the Directors
to attest the affixing of the Seal.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 001



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Carlisle Street, East
St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED.
of 464 Toorak Road, Toorak

OWNER'S LAND: Lot 6 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here- }
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:



Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

A person appointed by the Directors to attest the affixing of the Seal.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 002



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Marlisle Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 404 Borak Road, Borak

OWNER'S LAND: Lot 7 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



A person appointed by the Directors to attest the affixing of the Seal.

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 003



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

of 328 Carlisle Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. *71584*

OWNER:

NINE MEADOW STREET PROPRIETARY LIMITED.

of 464 Toorak Road, Toorak.

OWNER'S LAND:

Lot 8 on Plan of Subdivision No. *71584* lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
A person appointed by the Directors to attest the Director affixing of the Seal.

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.
[Signature]

A memorandum of the within instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 004



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Carlisle Street, East St. Kildare.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Lorak Road, Lorak.

OWNER'S LAND: Lot 9 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY)
was hereunto affixed by authority of)
a resolution of the Board of Directors)
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here-)
unto affixed by authority of a resol-)
ution of the Board of Directors and)
in the presence of:



Director

Secretary

A person appointed by the Director to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.

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and in the presence of

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THE COMMONS AT ALL OF THE STATION COMPANY
has been entered in the Register Book
a record of the receipt of the
and in the presence of

**A memorandum of the within instrument
has been entered in the Register Book**

8605 Fol. 995
8606 005



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SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Balise Street, East Sr. Kildal

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Torak Road, Torak.

OWNER'S LAND: Lot 10 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

A person appointed by the Directors to attest the affixing of the Seal.

Secretary

Certify that this document was executed by the Company in accordance with its Articles of Association.

A memorandum of the within instrument
has been entered in the Register Book

See Vol 8605 Fol. 995
8606 006



SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 828 Carlisle Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Toorak Road, Toorak.

OWNER'S LAND: Lot 11 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here- }
unto affixed by authority of a resol- }
ution of the Board of Directors and }
in the presence of:



A person appointed by the Directors
to attest the affixing of the
Director Seal.

Secretary

I certify that this document was executed
the Company in accordance with its Arti
of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 007



SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Leinster Street, East St. Kildes.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Scenak Road, Scenak.

OWNER'S LAND: Lot 12 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:



A person appointed by the
Directors to attest the affixing
of the Seal.
Director

Secretary certify that this document was executed by
the Company in accordance with its Articles
of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Vol. 995
8606 008



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Carlisle Street, East St. Kildara

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

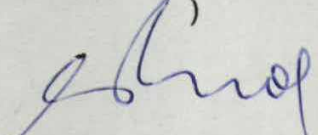
OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Jorak Road, Jorak.

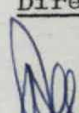
OWNER'S LAND: Lot 13 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY)
was hereunto affixed by authority of
a resolution of the Board of Directors)
and in the presence of:




Director


Secretary

THE COMMON SEAL of the OWNER was here-)
unto affixed by authority of a resol-)
ution of the Board of Directors and)
in the presence of:




Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 009



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED
*of 328 ~~St. to~~ Carlisle Street, East St.
 Kilda*

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. *of 464
 Soak Road, Soak.*

OWNER'S LAND: Lot 14 on Plan of Subdivision No. 71584 lodged
 in the Office of Titles and being part of the
 land described in Certificate of Title Volume
 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
 was hereunto affixed by authority of
 a resolution of the Board of Directors
 and in the presence of:



[Signature]
Director

[Signature]
Secretary



THE COMMON SEAL of the OWNER was here- }
 unto affixed by authority of a resol-
 ution of the Board of Directors and
 in the presence of:

[Signature]
Director

Secretary

I certify that this document was executed by
 the Company in accordance with its Articles
 of Association. *[Signature]*

*A person appointed by the
 Directors to attest the
 affixing of the Seal.*

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 010



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. of 328 Bankside Street, East St. Kildas.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. of 464 Looak Road, Looak.

OWNER'S LAND: Lot 15 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY)
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:



Director

Secretary

A person appointed by the Directors to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.

SECOND SCHEDULE

IN WITNESS WHEREOF

SUBSCRIBED AND SIGNED

WITNESSES

DEPUTY CLERK

DATE OF MAKING THIS DEED

THE COMMON SEAL OF THE SOCIETY COMPANY
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of

IN WITNESS

WITNESSES

THE COMMON SEAL OF THE SOCIETY COMPANY
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of

A memorandum of the within Instrument
has been entered in the Register Book

See Vol 8605 Fol. 995
8606 011

WITNESSES



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED. *of 328 Barlesle Street, East St. Kilda.*

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED. *of 464 Seak Road, Seak.*

OWNER'S LAND: Lot 16 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965. .

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



[Signature]
Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association. *[Signature]*

of person appointed by the Directors to attest the affixing of the Seal.

MEMORANDUM

RECEIVED

RECEIVED

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A memorandum of the within instrument
has been entered in the Register Book

See Vol 8605 Fol 995

8606 012



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED of 328 Barville Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 404 Doonak Road, Doonak.

OWNER'S LAND: Lot 17 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



A person appointed by the Directors to attest the Director affixing of the Seal.

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

— 8606 013



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY
LIMITED of 328 Carlisle Street, East
Sd. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 464
Loorak Road, Loorak.

OWNER'S LAND: Lot 18 on Plan of Subdivision No. 71584 lodged in
the Office of Titles and being part of the land
described in Certificate of Title Volume 3232
Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director



Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:

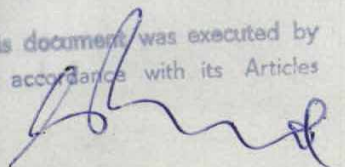


Director

A person appointed by
the Directors to attest
the affixing of the Seal.

Secretary

I certify that this document was executed by
the Company in accordance with its Articles
of Association.



A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 014



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY
LIMITED of 328 *Leinster Street, East St.*
Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 464
Leinster Road, Leinster.

OWNER'S LAND: Lot 19 on Plan of Subdivision No. 71584 lodged in
the Office of Titles and being part of the land
described in Certificate of Title Volume 3232
Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of }
a resolution of the Board of Directors }
and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was here- }
unto affixed by authority of a resolu- }
tion of the Board of Directors and }
in the presence of:



[Signature]
Director

A person appointed by the
Directors to attest the affixing
of the Seal.

Secretary

I certify that this document was executed by
the Company in accordance with its Articles
of Association.

[Signature]

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 015



SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED of 328 Borlase Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 464 Seacroft Road, Seacroft.

OWNER'S LAND: Lot 20 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

I certify that this document was executed by the Company in accordance with its Articles of Association.

A person appointed by the Directors to attest the affixing of the Seal.

RECORDED INSTRUMENT

REGISTERED INSTRUMENT

REGISTERED INSTRUMENT

REGISTERED INSTRUMENT

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A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 016



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED
of 328 Leinster Street, East St. Kildare.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED
of 464 Leinster Road, Leinster.

OWNER'S LAND: Lot 21 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:



Director

Secretary

A person appointed by the Directors to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.

[Signature]

A memorandum of the within instrument
has been entered in the Register Book

See Vol 8605 Fol 995
8606 017



-16-

SECOND SCHEDULE

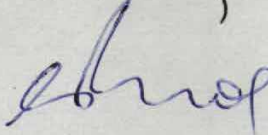
SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED of 328 Carlisle Street, East St. Kilda.
SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584


OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 464 Toorak Road, Toorak.

OWNER'S LAND: Lot 22 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
 was hereunto affixed by authority of }
 a resolution of the Board of Directors }
 and in the presence of:


Director


Secretary



THE COMMON SEAL of the OWNER was here- }
 unto affixed by authority of a resolu- }
 tion of the Board of Directors and }
 in the presence of:



Director

Secretary

A persons appointed by the Directors to attest the affixing of the Seal.



I certify that this document was executed by the Company in accordance with its Articles of Association.



A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 018



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

of 328 Balise Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 11584

OWNER:

NINE MEADOW STREET PROPRIETARY LIMITED

of 464 Toorak Road, Toorak.

OWNER'S LAND:

Lot 23 on Plan of Subdivision No. 11584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors }
and in the presence of:

[Signature]

Director

[Signature]

Secretary



THE COMMON SEAL of the OWNER was here- }
unto affixed by authority of a resolu- }
tion of the Board of Directors and }
in the presence of:

[Signature]

A person appointed by the
Directors to attest the
Director affixing of the seal.

Secretary

I certify that this document was executed by
the Company in accordance with its Articles
of Association.

[Signature]

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 fol. 995

8606 019



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED
of 328 Leaside Street, East St. Kilda.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED
of 464 Toorak Road, Toorak.

OWNER'S LAND: Lot 24 on Plan of Subdivision No. 71584 lodged in
 the Office of Titles and being part of the land
 described in Certificate of Title Volume 3232
 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY
 was hereunto affixed by authority of
 a resolution of the Board of Directors
 and in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was here-
 unto affixed by authority of a resolu-
 tion of the Board of Directors and
 in the presence of:



[Signature]
Director

Secretary

*A person appointed by the
 Directors to attest the
 affixing of the Seal.*

I certify that this document was executed by
 the Company in accordance with its Articles
 of Association.

[Signature]

A memorandum of the within instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 020



SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

of 328 Barkisle Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER:

NINE MEADOW STREET PROPRIETARY LIMITED *of 464*
Loak Road, Loak.

OWNER'S LAND:

Lot 25 on Plan of Subdivision No. 71584 lodged in
the Office of Titles and being part of the land
described in Certificate of Title Volume 3232
Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:



Director

[Signature]

Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:



Director

Secretary

*A person appointed by the
Directors to attest the
affixing of the Seal.*

I certify that this document was executed by
the Company in accordance with its Articles
of Association.

[Signature]

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 021



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED
of 328 Leaside Street, East St. Kildar.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

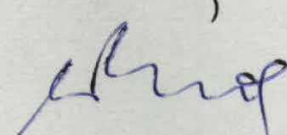
OWNER: NINEMEADOW STREET PROPRIETARY LIMITED of 464
Boonak Road, Boonak.

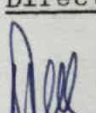
OWNER'S LAND: Lot 26 on Plan of Subdivision No. 71584 lodged in
the Office of Titles and being part of the land
described in Certificate of Title Volume 3232
Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY
was hereunto affixed by authority of
a resolution of the Board of Directors
and in the presence of:

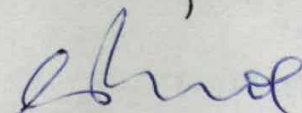



Director


Secretary

THE COMMON SEAL of the OWNER was here-
unto affixed by authority of a resolu-
tion of the Board of Directors and
in the presence of:

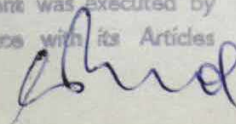



Director

A person appointed by the
Directors to attest the
affixing of the Seal.

Secretary

I certify that this document was executed by
the Company in accordance with its Articles
of Association.



A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
8606 022



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED
of 328 Carlisle Street, East St. Kilda

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED
of 464 Toorak Road, Toorak.

OWNER'S LAND: Lot 27 on Plan of Subdivision No. 71584 lodged in
the Office of Titles and being part of the land
described in Certificate of Title Volume 3232
Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY }
was hereunto affixed by authority of
a resolution of the Board of Directors }
and in the presence of:



Director

Secretary

THE COMMON SEAL of the OWNER was here- }
unto affixed by authority of a resol- }
ution of the Board of Directors and }
in the presence of:



Director

Secretary

A person appointed by the
Directors to attest the
affixing of the Seal.

I certify that this document was executed by
the Company in accordance with its Articles
of Association.

A memorandum of the within Instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995

8606 023



-16-

SECOND SCHEDULE

SERVICE COMPANY: NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED of 328 Barlisle Street, East St. Kildar.

SERVIENT PROPERTY: Lot 29 on Plan of Subdivision No. 71584

OWNER: NINE MEADOW STREET PROPRIETARY LIMITED of 464 Doonack Road, Doonack.

OWNER'S LAND: Lot 28 on Plan of Subdivision No. 71584 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3232 Folio 232.

DATE OF MAKING THIS DEED: 18th November, 1965.

THE COMMON SEAL of the SERVICE COMPANY was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:

[Signature]

Director

[Signature]
Secretary



THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:

[Signature]

Director

Secretary



A person appointed by the Director to attest the affixing of the Seal.

I certify that this document was executed by the Company in accordance with its Articles of Association.

[Signature]

A memorandum of the within instrument
has been entered in the Register Book

See Vol. 8605 Fol. 995
See Vol. 8606 Fol. 024



Imaged Document Cover Sheet

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Document Identification	LP071584
Number of Pages (excluding this cover sheet)	5
Document Assembled	13/11/2023 14:09

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PLAN OF SUBDIVISION

PART OF CROWN PORTION 211^B

PARISH OF PRAHRAN

COUNTY OF BOURKE

VOL.8497.676

MEASUREMENTS ARE IN FEET AND INCHES

ENCUMBRANCES

AS TO THE WHOLE OF THE LAND

ANY EASEMENTS AFFECTING THE SAME

FOR TABLE OF SHARES AND MODIFICATION
TABLE SEE SHEET 5.

5 SHEETS
SHEET 1

LP 71584

EDITION 2

PLAN APPROVED 13/12/65.

COLOUR CODE

BL=BLUE G=GREEN

BR=BROWN P=PURPLE

Y=YELLOW R=RED

H=HATCH CH=CROSS HATCH

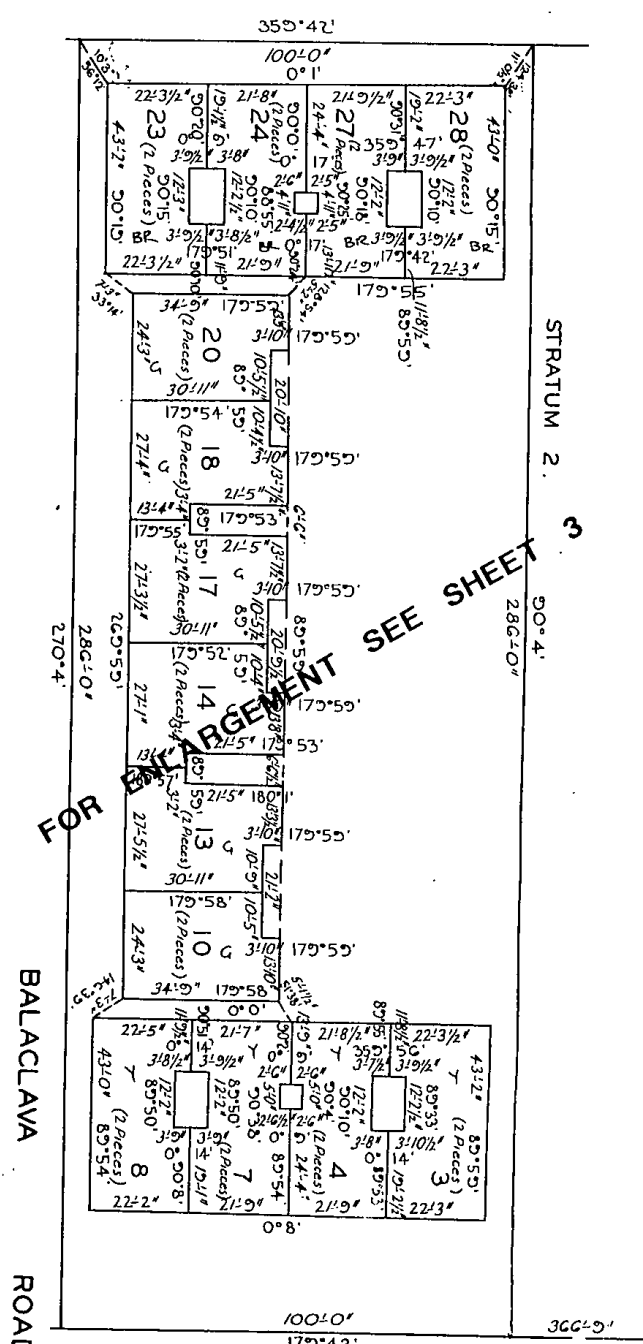
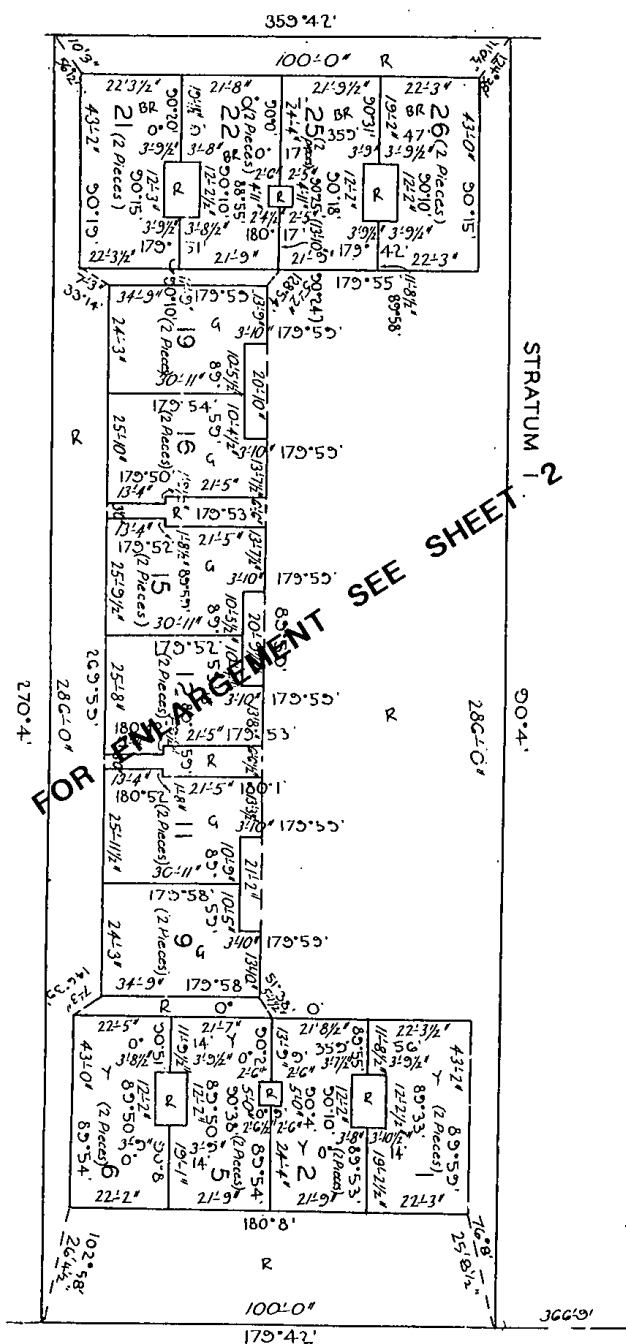


ALLAN ROAD

ALLAN ROAD

Lot 29 is the Residual Land and comprises the land coloured Red, Yellow, Green and Brown excepting thereout Lots 1-28 inclusive as described on this sheet, and Lots 1-28 as described on sheet 4.
All Lots described above are constructed Brick buildings in accordance with the Transfer of Land (Stratum Estates) Act 1960.

For details of occupation and level datum see Fieldnotes.



MEADOW STREET

MEADOW

STREET

BALACLAVA ROAD

5 SHEETS
SHEET 2

LP 71584

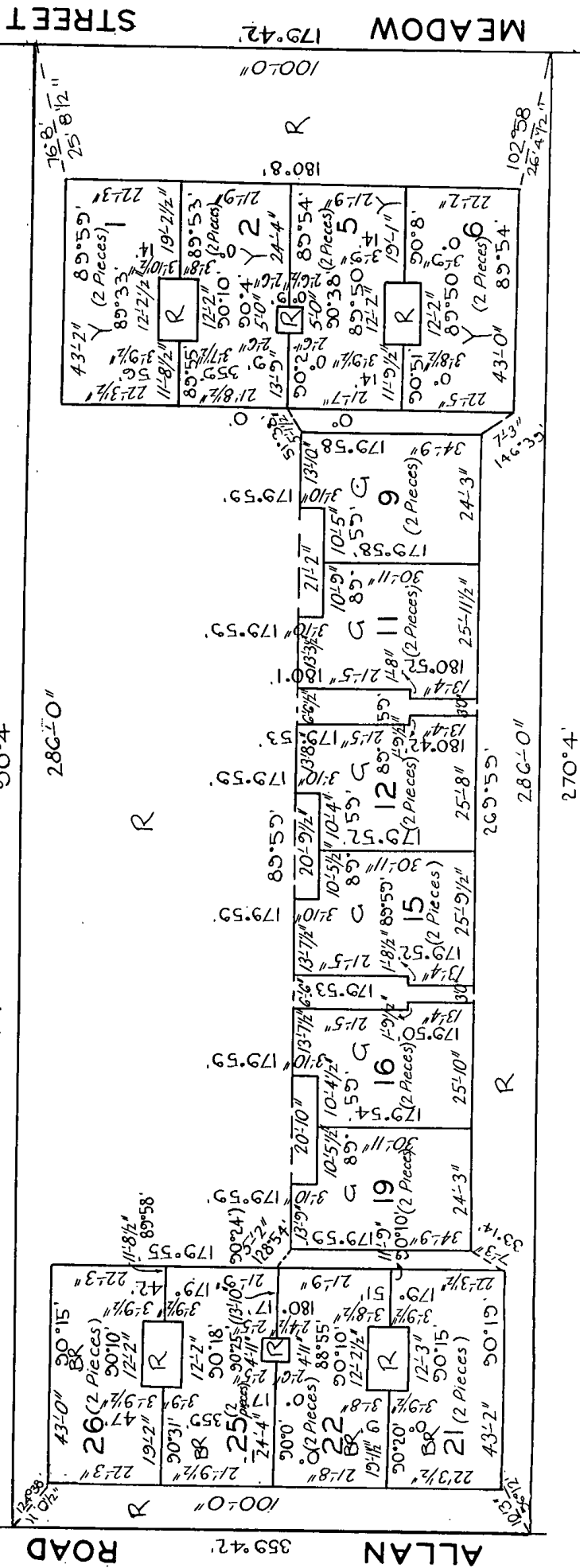
STRATUM 1.

Unit No.	Colour Designated	Those Points Between Lower Level Upper Level
1	Yc/10m	82.74 52.12
2	"	"
5	"	"
6	"	"
9	GREEN	76.43 85.00
11	"	"
12	"	"
15	"	"
16	"	"
19	"	"
21	Brown	82.50 92.22
22	"	"
25	"	"
26	"	"

BALACLAVA ROAD

STRATUM 1.

90°4'

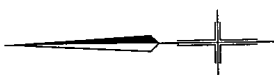


STREET

MEADOW

ROAD

ALLAN



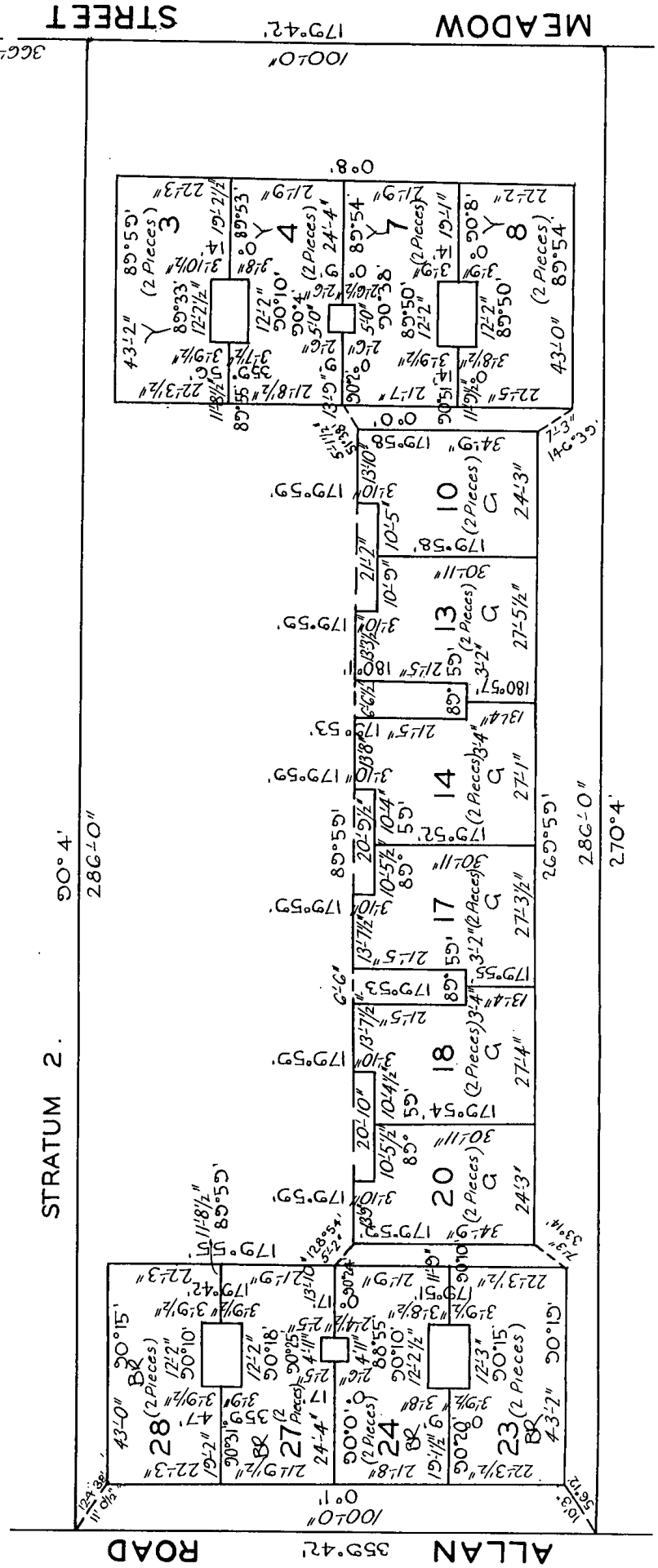
STRATUM 2.

Lot No	Colour Designated	Those Points Between	
		Lower Level	Upper Level
3	Yellow	92.12	101.44
4	"	"	"
7	"	"	"
8	"	"	"
10	Green	85.60	94.90
13	"	"	"
14	"	"	"
17	"	"	"
18	"	"	"
20	"	"	"
23	Brown	92.22	101.34
24	"	"	"
27	"	"	"
28	"	"	"

5 SHEETS
SHEET 3

LP 71584

BALACLAVA ROAD



STRATUM 2.

90° 4'

286±0"

STREET

MEADOW

ROAD

ALLAN

359° 42'

100±0"

0° 11'

22±3 1/2"

22±3 1/2"

22±3 1/2"

22±3 1/2"

22±3 1/2"

22±3 1/2"

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22±3 1/2"

22±3 1/2"

5 SHEETS
SHEET 5

LP 71584

TABLE OF SHARES			
in: Nine Meadow Street Service Co. Proprietary Limited			
Lot	From	To	Filed with
1	1	100	C387735
2	101	200	C387735
3	201	300	C387735
4	301	400	C387735
5	401	500	C387735
6	501	600	C387735
7	601	700	C387735
8	701	800	C387735
9	801	900	C387735
10	901	1000	C387735
11	1001	1100	C387735
12	1101	1200	C387735
13	1201	1300	C387735
14	1301	1400	C387735
15	1401	1500	C387735
16	1501	1600	C387735
17	1601	1700	C387735
18	1701	1800	C387735
19	1801	1900	C387735
20	1901	2000	C387735
21	2001	2100	C387735
22	2101	2200	C387735
23	2201	2300	C387735
24	2301	2400	C387735
25	2401	2500	C387735
26	2501	2600	C387735
27	2601	2700	C387735
28	2701	2800	C387735

LIST OF MODIFICATIONS				
LAND	MODIFICATION	DEALING No:	A.R.T.	NEW EDN.
THIS PLAN	EASEMENTS ENHANCED AND TABLE OF SHARES ADDED			2

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C387735

***2-0-0 A R I

2-13 440930 DEC17-65

REG

ARNOLD BLOCH & ASSOCIATES

VICTORIA

APPLICATION FOR SEPARATE CERTIFICATES OF TITLE

To:

The Registrar of Titles,
Queen Street,
MELBOURNE.

+ 28 share units
+ x 98(A) cert

x 98(A)

NINE MEADOW STREET PROPRIETARY LIMITED the registered office of
which is situate at 328 Carlisle Street East St. Kilda HEREBY
APPLIES to the Registrar of Titles for the issue to them of a
new and separate Certificate of Title in respect of each of the
strata estates being Lots 1 to 28 (inclusive) on Plan of Subdivis-
ion No. 71584 lodged in the Office of Titles, being the land
described in Certificate of Title Volume 3232 Folio 232.

Parish of Prahran

21/12/65

DATED the

18th

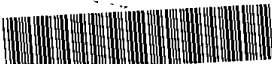
day of

November 1965.

Arnold & Associates

Solicitors and Agents for the
Applicants.

See Setting Out
on sheets attached
inside



DC387735-1-6

FOLLOWING

DATED

1965.

NINE MEADOW STREET
PROPRIETARY LIMITED

APPLICATION FOR SEPARATE
CERTIFICATES OF TITLE

ARNOLD BLOCH & ASSOCIATES
SOLICITORS
167 QUEEN STREET
MELBOURNE.
AB:JS

No. 4

Shares 100

Nine Meadows Street Service Co. Proprietary
Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadows Street
Proprietary Limited
of 404 Toorak Road Toorak is the Registered holder
of 100 Shares numbered from 101 to 200
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature] } DIRECTORS.

[Signature] SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

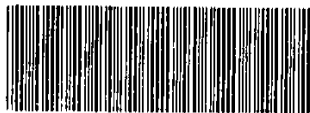
SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 6



DC387735-3-9

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadows Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 301 to 400
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

13th day of November 1965.

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 8

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that *Nine Meadows Street Proprietary*
of 464 Toorak Road, Toorak *Limited* is the Registered holder
of 100 Shares numbered from 501 to 600
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 19 65

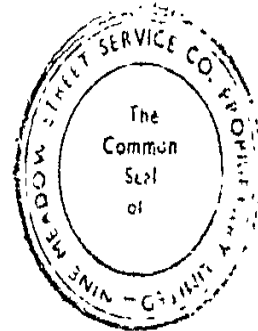
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 108



DC387735-5-1

Shares 100

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda,

This is to Certify that Nine Meadow Street
of 464 Toorak Road, Toorak. Proprietary Limited is the Registered holder
of 100 Shares numbered from 701 to 800
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

19th day of November 19 65

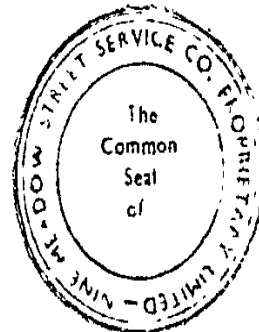
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 12

Shares 100

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 901 to 1000
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

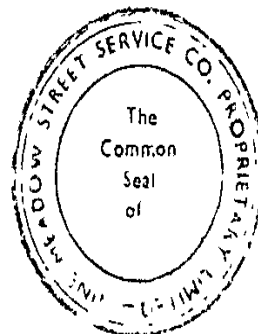
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 14

Shares 100

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 1101 to 1200
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 16

DC387735-8-1

Shares 100

Sine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Berkeley Street, St. Kilda.

This is to Certify that Sine Meadows Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 1301 to 1400
(both inclusive) of £ each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965.

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature] } DIRECTORS.

[Signature] SECRETARY.

No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 18



DC387735-9-7

Shares _____

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 1501 to 1600
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

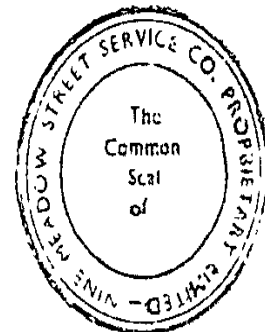
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ **FULL NAME IN BLOCK LETTERS**
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 20

DC387735-10-9

Shares 100

Fine Meadows Street Service Co. Proprietary
Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Fine Meadows Street Proprietary
Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 1701 to 1800
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 19 65.

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

} _____
SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

} _____
SIGNATURE OF TRANSFEE



No. 22

DC387735-11-6

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Burke Street, St. Kilda.

This is to Certify that Nine Meadows Street
of 464 Tonak Road, Tonak Proprietary Limited is the Registered holder
of 100 Shares numbered from 1901 to 2000
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

13th day of November 1965

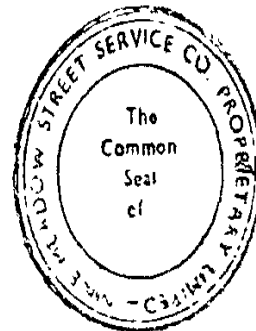
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 24



DC387735-12-3

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

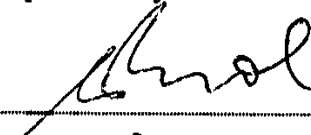
REGISTERED OFFICE: 328 Carlisle Street, St. Kilda,

This is to Certify that *Nine Meadows Street*
of *464 Toorak Road, Toorak* *Proprietary Limited* is the Registered holder
of 100 Shares numbered from 2101 to 2200
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.


GIVEN under the Common Seal of the Company this

18th day of November 1968

The Common Seal of the Company was hereunto affixed
in the presence of—



} DIRECTORS.



SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19____

Signed by the Transferor on the
day of _____ 19____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 26



DC367735-13-1

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadows Street
of 464 Toorak Road, Toorak Proprietary Limited is the Registered holder
of 100 Shares numbered from 2301 to 2400
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

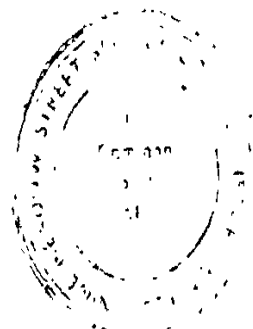
GIVEN under the Common Seal of the Company this

18th day of November 19 68

The Common Seal of the Company was hereunto affixed
in the presence of—

DIRECTORS.

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



DC387735-14-8

No. 28

Shares 100

Nine Meadows Street Service Co. Proprietary
Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Barlistle Street, St. Kilda

This is to Certify that Nine Meadows Street
of 464 Toorak Road, Toorak Proprietary Limited is the Registered holder
of 100 Shares numbered from 2501 to 2600
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 19 65

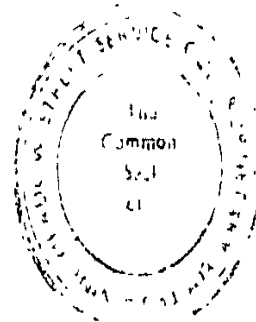
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



DC387735-15-5

No. 30

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadows Street
of 414 Toorak Road, Toorak. Proprietary Limited is the Registered holder
of 100 Shares numbered from 2701 to 2800
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965.

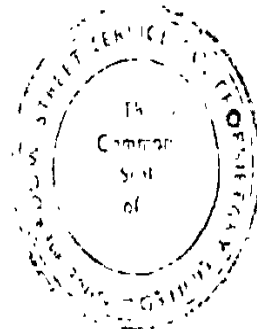
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEREE

No. 3



DC387735-16-2

C387735
100

Shares 100

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street Proprietary Limited
of 4164 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 1 to 100
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1905

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature] } DIRECTORS.

[Signature] SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of _____

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



DC387735-17-0

No. 5

Shares 100

*Nine Meadow Street, Service Co. Proprietary
limited*

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

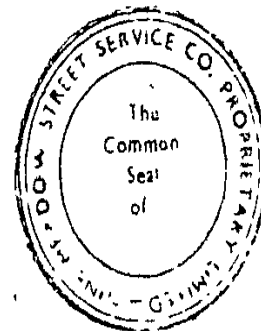
REGISTERED OFFICE: *328 Corlisle Street, St. Kilda.*

This is to Certify that *Nine Meadow Street*
Proprietary limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 201 to 300
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—



[Signature] DIRECTORS.

[Signature] SECRETARY.

No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter

called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 7



Shares 100

Nine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Corlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street
of 464 Toorak Road, Toorak Proprietary Limited is the Registered holder
of 100 Shares numbered from 401 to 500
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this
18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of _____

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 9



Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

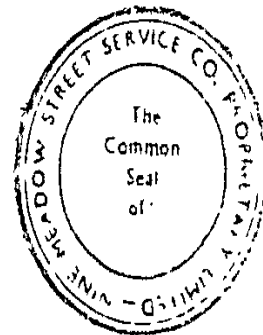
REGISTERED OFFICE: 328 Borlisle Street, St. Kilda.

This is to Certify that Nine Meadow Street Proprietary Limited
of 404 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 601 to 700
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965.

The Common Seal of the Company was hereunto affixed
in the presence of—



[Signature]

DIRECTORS.

[Signature]

SECRETARY.

No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 11



DC387735-20-5

Shares 100

Pine Meadow Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

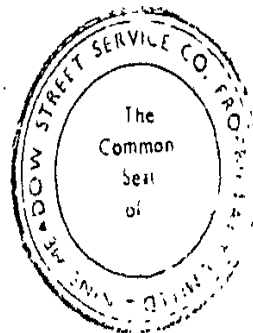
Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Pine Meadow Street Proprietary
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 801 to 900
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this
18th day of November 19 65.

The Common Seal of the Company was hereunto affixed
in the presence of—



[Signature] } DIRECTORS.

[Signature] SECRETARY.

No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 13

DC387735-21-2

Shares 100

Fine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Fine Meadows Street Proprietary
of 464 Toorak Road, Toorak Limited is the Registered holder
of 100 Shares numbered from 100/- to 1100
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

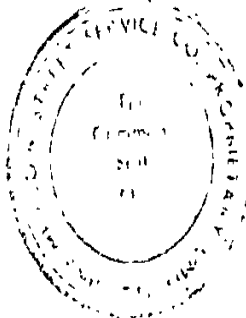
GIVEN under the Common Seal of the Company this
18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

} DIRECTORS.
[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

Hartson, Partridge & Co. Pty. Ltd., Printers, Melbourne.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19____

Signed by the Transferor on the
day of _____ 19____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 15

Shares 100

Nine Meadows Sheed Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda

This is to Certify that *Nine Meadows Sheed Proprietary*
of 464 Toorak Road, Toorak *Limited* is the Registered holder
of 100 Shares numbered from 1201 to 1300
(both inclusive) of _____ each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of _____ has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

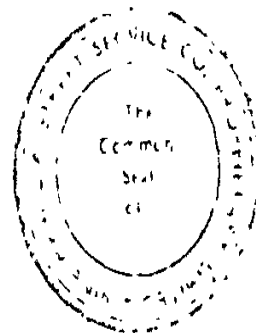
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____
Address _____
FULL NAME IN BLOCK LETTERS

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of _____

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



DC387735-23-7

No. 17

Shares 100

Service Co.
Nine Meadows Street Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, S.A. Kilda.

This is to Certify that Nine Meadows Street Proprietary
of 646 Toorak Road, Limited is the Registered holder
of 100 Shares numbered from 1401 to 1500
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this
18th day of November 1965.

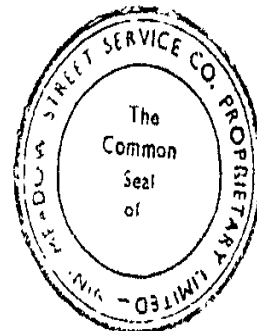
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19____

Signed by the Transferor on the
day of _____ 19____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 19



Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £1 each

REGISTERED OFFICE: *328 Marlisle Street, St. Kilda.*

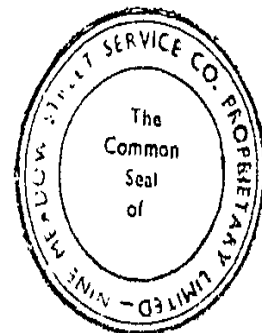
This is to Certify that *Nine Meadows Street*
of *464 Toorak Road, Toorak* *Proprietary Limited* is the Registered holder
of 100 Shares numbered from 1601 to 1700
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965.

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature] } DIRECTORS.
[Signature] }
[Signature] SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

} _____
SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of: _____

SIGNATURE OF WITNESS

} _____
SIGNATURE OF TRANSFEE

No. 21

DC387735-25-1

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda.

This is to Certify that Nine Meadows Street Proprietary
of 464 Tonak Road, Tonak is the Registered holder
of 100 Shares numbered from 1801 to 1900
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature] } DIRECTORS.
[Signature]

[Signature] SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

No. 23



Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Barkisle Street, St. Kilda.

This is to Certify that Nine Meadows Street
of 464 Toorak Road, Toorak Proprietary Limited
is the Registered holder
of 100 Shares numbered from 2001 to 2100
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

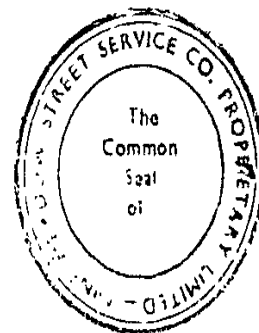
The Common Seal of the Company was hereunto affixed
in the presence of

[Signature]

} DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of _____

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____
AS WITNESS our hands this _____ day of _____ 19____

Signed by the Transferor on the
day of _____ 19____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19____ in the
presence of: _____

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 25

DC387733-27-6

Shares 100

Service XOO.

Nine Meadows Street Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Lantisle Street, St. Kilda.

This is to Certify that Nine Meadows Street
of 464 Toorak Road, Toorak Proprietary Limited is the Registered holder
of 100 Shares numbered from 2201 to 2300
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 19 65.

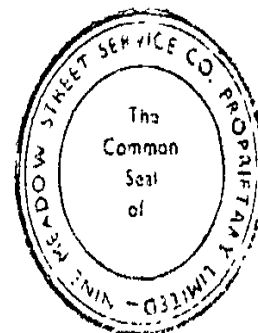
The Common Seal of the Company was hereunto affixed
in the presence of—

[Signature]

DIRECTORS.

[Signature]

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



No. 27

DC387735-28-3

Shares 100

Nine Meadows Street Service Co. Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £ 5000 in 5000 Shares of £ 1 each

REGISTERED OFFICE: 328 Carlisle Street, St. Kilda

This is to Certify that Nine Meadows Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 2401 to 2500
(both inclusive) of £ 1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £ 1 has been paid on each of the said Shares.

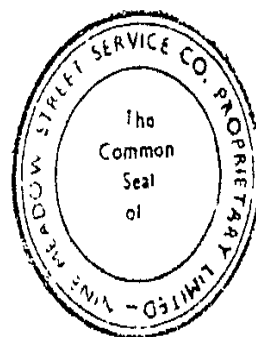
GIVEN under the Common Seal of the Company this

18th day of November 19 65

The Common Seal of the Company was hereunto affixed
in the presence of—

DIRECTORS.

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE



DC387735-29-1

No. 29

Shares 100

Service Co.

Nine Meadows Street Proprietary Limited

(Incorporated under the Companies Act 1961 of Victoria)

Authorised Capital: £5000 in 5000 Shares of £1 each

REGISTERED OFFICE: 328 Leaside Street, St. Kilda

This is to Certify that Nine Meadows Street Proprietary Limited
of 464 Toorak Road, Toorak is the Registered holder
of 100 Shares numbered from 2601 to 2700
(both inclusive) of £1 each in the above Company, subject to the Memorandum and Articles
of Association and that the sum of £1 has been paid on each of the said Shares.

GIVEN under the Common Seal of the Company this

18th day of November 1965

The Common Seal of the Company was hereunto affixed
in the presence of—

DIRECTORS.

SECRETARY.



No Transfer of any of the above Shares will be registered unless accompanied by this Certificate.

If this transfer is liable to Duty
affix stamps here.

TRANSFER

I, _____
of _____
(hereinafter called the Transferor) for the consideration hereinafter appearing do hereby transfer to
Mr. _____
Mrs. _____
Miss _____ FULL NAME IN BLOCK LETTERS
Address _____

Occupation _____ (hereinafter
called the transferee) the _____
Shares numbered as per margin, all numbers inclusive, standing in
my name in the books of

to hold unto the transferee, his executors, administrators and assigns,
subject to the several conditions on which I held the same at the time
of the execution hereof and I, the transferee, do hereby agree to take
the said shares subject to the same conditions.

PROGRESSIVE NUMBERS		No. of Shares
From	To	

The consideration for this transfer is _____

The date of Purchase by the Transferee was _____

AS WITNESS our hands this _____ day of _____ 19 _____

Signed by the Transferor on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEROR

Signed by the Transferee on the
day of _____ 19 _____ in the
presence of:

SIGNATURE OF WITNESS

SIGNATURE OF TRANSFEE

ARNOLD BLOCH & ASSOCIATES

SOLICITORS

ARNOLD BLOCH, M.A., LL.B. (CANTAB.), LL.B. (MELB.)

ASSOCIATE:

RONALD MERKEL, LL.B.

TELEPHONES:

67 6837 (3 LINES)

67 6025 (2 LINES)

67 4964

TELEGRAPHIC & CABLE ADDRESS:

MISHPAT, MELBOURNE

167 QUEEN STREET,

MELBOURNE, C.1.

VICTORIA.

22nd December, 1965.

WHEN REPLYING
PLEASE QUOTE JMacL/PB

The Registrar of Titles,
Office of Titles,
Queen Street,
MELBOURNE.

Dear Sir,

Attention Mr. Cronin

re Nine Meadow Street Service Co. Pty. Ltd.

We confirm that shares numbered 1601-1700
are issued in respect of Lot 17 on Plan of Subdivision
No. 71584 and shares 1701-1800 in respect of Lot 18 on
the said Plan of Subdivision.

Yours faithfully,

ARNOLD BLOCH & ASSOCIATES

per:

M. MacLachlan



DC387735-30-1



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY



BLANK



Examining Draughtsman's Report

No. C 387 735

709/63

28 CERTS. TO ISSUE

Gr. 8497- 676 (~~Part~~) ^(CANC. LAND REM)

FEE BLUE x GREEN.

C/T

1st. CERT.

BEING LOT ONE ON L.P. 71584

PARISH OF Prahran, County of Bourke

THE BLUE: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 82.74 FT. AND 92.12 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

THE GREEN: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 73.91 FT. AND 82.74 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

ENC'S. Any Easements affecting Mortgage C212883.

FEE BLUE x GREEN.

C/T

2nd. CERT.

BEING LOT 2 ON L.P. 71584

PARISH OF Prahran, County of Bourke

THE BLUE: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 82.74 FT. AND 92.12 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

THE GREEN: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 73.91 FT. AND 82.74 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

ENC'S. Any Easements affecting Mortgage C212883.

FEE BLUE x GREEN

C/T

3rd. CERT.

BEING LOT 3 ON L.P. 71584

PARISH OF Prahran, County of Bourke

THE BLUE: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 92.12 FT. AND 101.44 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

THE GREEN: BEING THE LAND AS LIES BETWEEN THE HEIGHTS OF 73.91 FT. AND 82.74 FT. ABOVE THE DATUM OF LEVELS ADOPTED BY THE M.M.B.W.

ENC'S. Any Easements affecting Mortgage C212883.



DC387735-31-9

See over

4th CERT.

FEE BLUE & GREEN.
C/T

BEING LOT 4 ON L.P. 71584
PARISH OF Prahran, County of Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.12 FT. AND 101.44 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

5th CERT.
FEE BLUE & GREEN
C/T

BEING LOT 5 ON L.P. 71584
PARISH OF Prahran, County Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.74 FT. AND 92.12 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

6th CERT.
FEE BLUE & GREEN.
C/T

BEING LOT 6 ON L.P. 71584
PARISH OF Prahran, County of Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.74 FT. AND 92.12 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

7th CERT.
FEE BLUE & GREEN.
C/T

BEING LOT 7 ON L.P. 71584
PARISH OF Prahran, County of Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.12 FT. AND 101.44 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

8th CERT.

FEE BLUE & GREEN
C/T

BEING LOT 8 ON L.P. 71584
PARISH OF Prahran, County of Bourke, BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.12 FT. AND 101.44 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

9th CERT.

FEE BLUE & GREEN.
C/T

BEING LOT 9 ON L.P. 71584
PARISH OF Prahran, County Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

10th CERT.

FEE BLUE & GREEN
C/T

BEING LOT 10 ON L.P. 71584
PARISH OF Prahran, County Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC^s. Any Easements affecting
Mortgage C212883.

Examining Draughtsman's Report



No. C 387 735

789/63

11 th. CERT.

FEE - BLUE & GREEN

Being Lot 11, on L.P. 71584, Parish of Prahran
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883.

15 th. CERT.

FEE - BLUE & GREEN

Being Lot 15, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883

12 th. CERT.

FEE - BLUE & GREEN.

Being Lot 12, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883

16 th. CERT.

FEE - BLUE & GREEN

Being Lot 16, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883

13 th. CERT.

FEE - BLUE & GREEN

Being Lot 13, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883.

17 th. CERT.

FEE - BLUE & GREEN.

Being Lot 17, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883.

18 th. CERT.

FEE - BLUE & GREEN.

Being Lot 18, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883

14 th. CERT.

FEE - BLUE & GREEN.

Being Lot 14, on L.P. 71584, Parish of Prahran, County of Bourke. BLUE
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

The GREEN
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 73.91 FT. AND 82.74 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.

ENC's. Any E'ments affecting
Mortgage C212883

See over

19th. CERT.

FEE - BLUE & GREEN.
Being Lot 19, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 76.43 FT. AND 85.60 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting.
Mortgage C212883.

20th. CERT.

FEE - BLUE & GREEN.
Being Lot 20, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 85.60 FT. AND 94.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.

21st. CERT.

FEE - BLUE & GREEN.
Being Lot 21, on L.P. 71584, Parish of Prahran, County of
Bourke. The BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.90 FT. AND 92.22 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting.
Mortgage C212883.

FEE - BLUE & GREEN. 22nd. CERT.
Being Lot 22, L.P. 71584, Parish of Prahran, County of Bourke. BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.90 FT. AND 92.22 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting.
Mortgage C212883.

23rd. CERT.

FEE - BLUE & GREEN.
Being Lot 23, L.P. 71584, Parish of Prahran, County of Bourke. BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.22 FT. AND 101.34 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.

24th. CERT.

FEE - BLUE & GREEN.
Being Lot 24, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.22 FT. AND 101.34 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting.
Mortgage C212883.

25th. CERT.

FEE - BLUE & GREEN.
Being Lot 25, on L.P. 71584, Parish of Prahran,
County of Bourke. The BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.90 FT. AND 92.22 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.

26th. CERT.

FEE - BLUE & GREEN.
Being Lot 26, L.P. 71584, Parish of Prahran, County of Bourke. BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 82.90 FT. AND 92.22 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.

27th. CERT.

FEE - BLUE & GREEN.
Being Lot 27, L.P. 71584, Parish of Prahran, County of Bourke. BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.22 FT. AND 101.34 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.

28th. CERT.

FEE - BLUE & GREEN.
Being Lot 28, L.P. 71584, Parish of Prahran, County of Bourke. BLUE:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 92.22 FT. AND 101.34 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W. The GREEN:
BEING THE LAND AS LIES BETWEEN THE
HEIGHTS OF 74.01 FT. AND 82.90 FT.
ABOVE THE DATUM OF LEVELS ADOPTED
BY THE M.M.B.W.
ENC'S. Any Easements affecting
Mortgage C212883.



In. 9.2.66 SR 116 24.2.66 28.2.66

C387735

ARNOLD BLOCH & ASSOCIATES

VICTORIA

RE APPLICATION BY NINE MEADOW STREET PROPRIETARY LIMITED FOR A SEPARATE CERTIFICATE OF TITLE IN RESPECT OF EACH OF THE STRATA ESTATES BEING LOTS 1 TO 28 ON PLAN OF SUBDIVISION NO. 71584 LODGED IN THE OFFICE OF TITLES BEING THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 3232 FOLIO 232.

I, ARNOLD BLOCH of 167 Queen Street Melbourne Solicitor certify that -

(i) Section 98A of the Transfer of Land Act applies to the above transaction.

(ii) NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED the registered office of which is situate at 328 Carlisle Street East St. Kilda is the service company in relation to the above Plan of Subdivision and is entitled to be registered as proprietor of the residual land vide Transfer No.

(iii) The parcels of shares in the said company listed in the schedule hereto are all the shares or other like interest issued or sold in respect of the lots on the said plan set out opposite each such parcel respectively and that NINE MEADOW STREET PROPRIETARY LIMITED the registered office of which is situate at 328 Carlisle Street East St. Kilda is at the date hereof the owner of the said shares.

SCHEDULE

Shares Nos.

1 to 100 (both inclusive)	Lot 1
101 to 200 (both inclusive)	Lot 2
201 to 300 (both inclusive)	Lot 3
301 to 400 (both inclusive)	Lot 4
401 to 500 (both inclusive)	Lot 5
501 to 600 (both inclusive)	Lot 6
601 to 700 (both inclusive)	Lot 7
701 to 800 (both inclusive)	Lot 8
801 to 900 (both inclusive)	Lot 9
901 to 1000 (both inclusive)	Lot 10
1001 to 1100 (both inclusive)	Lot 11
1101 to 1200 (both inclusive)	Lot 12
1201 to 1300 (both inclusive)	Lot 13
1301 to 1400 (both inclusive)	Lot 14
1401 to 1500 (both inclusive)	Lot 15
1501 to 1600 (both inclusive)	Lot 16



1601 to 1700
1701 to 1800

1701 to 1800

Sec. Certificate

1801 to 1900 (both inclusive)	Lot 19
1901 to 2000 (both inclusive)	Lot 20
2001 to 2100 (both inclusive)	Lot 21
2101 to 2200 (both inclusive)	Lot 22
2201 to 2300 (both inclusive)	Lot 23
2301 to 2400 (both inclusive)	Lot 24
2401 to 2500 (both inclusive)	Lot 25
2501 to 2600 (both inclusive)	Lot 26
2601 to 2700 (both inclusive)	Lot 27
2701 to 2800 (both inclusive)	Lot 28

Charles Amodeo

.....
Solicitor and Agent for Nine
Meadow Street Proprietary
Limited.



DC387735-34-1

DATED

1965.

NINE MEADOW STREET PROPRIETARY
LIMITED

SECTION 98 CERTIFICATE

ARNOLD BLOCH & ASSOCIATES
SOLICITORS

167 QUEEN STREET
MELBOURNE.

AB:JS.

A memorandum of the within instrument
has been entered in the Register Book

See Vol. 8497 Fol. 676



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

980790

APPLICANT'S NAME & ADDRESS

MAYFAIR LEGAL C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

GOFMAN, BRONYA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

375949

This certificate is issued for:

LOT 8 PLAN LP71584 ALSO KNOWN AS 8/9 MEADOW STREET ST KILDA EAST
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

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

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

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

13 November 2023

Sonya Kilkeny
Minister for Planning

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 24 November 2023 11:48 AM

PROPERTY DETAILS

Address: **8/9 MEADOW STREET ST KILDA EAST 3183**
Lot and Plan Number: **Lot 8 LP71584**
Standard Parcel Identifier (SPI): **8\LP71584**
Local Government Area (Council): **GLEN EIRA**
Council Property Number: **29568**
Planning Scheme: **Glen Eira**
Directory Reference: **Melway 58 G12**

www.gleneira.vic.gov.au

[Planning Scheme - Glen Eira](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **CAULFIELD**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

Planning Overlay

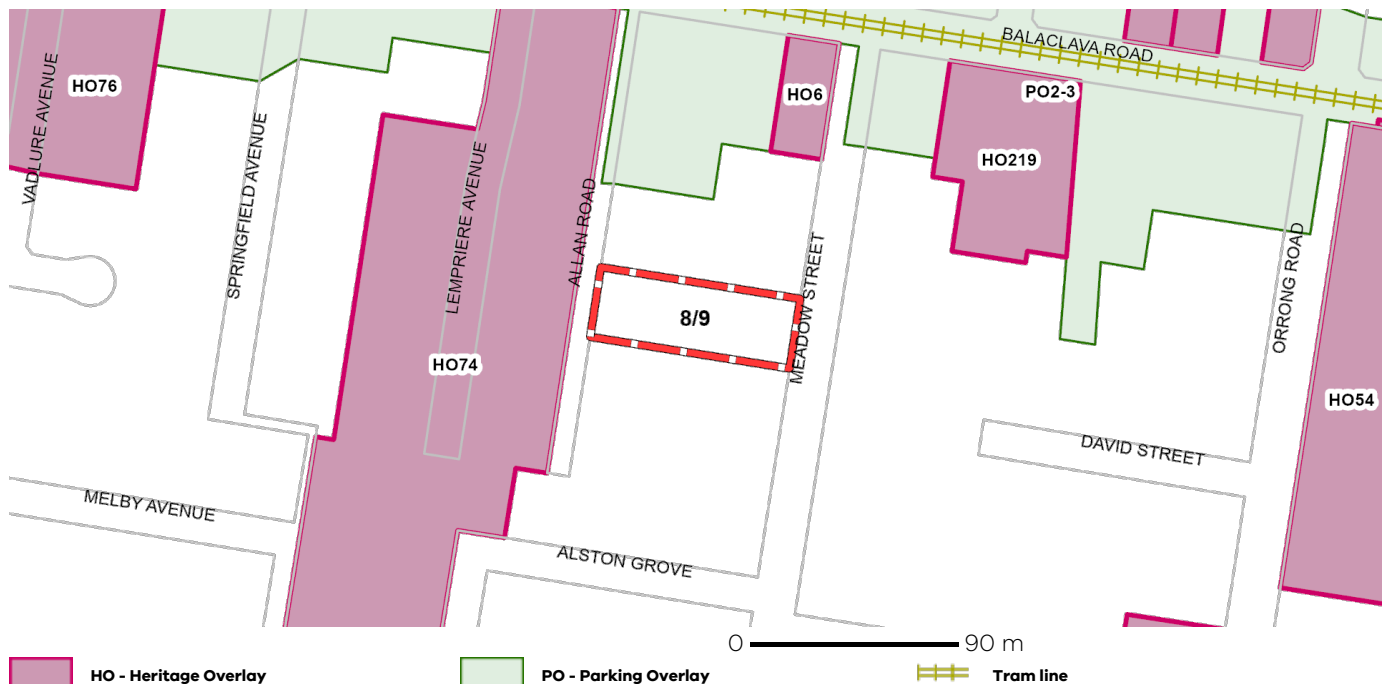
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[PARKING OVERLAY \(PO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

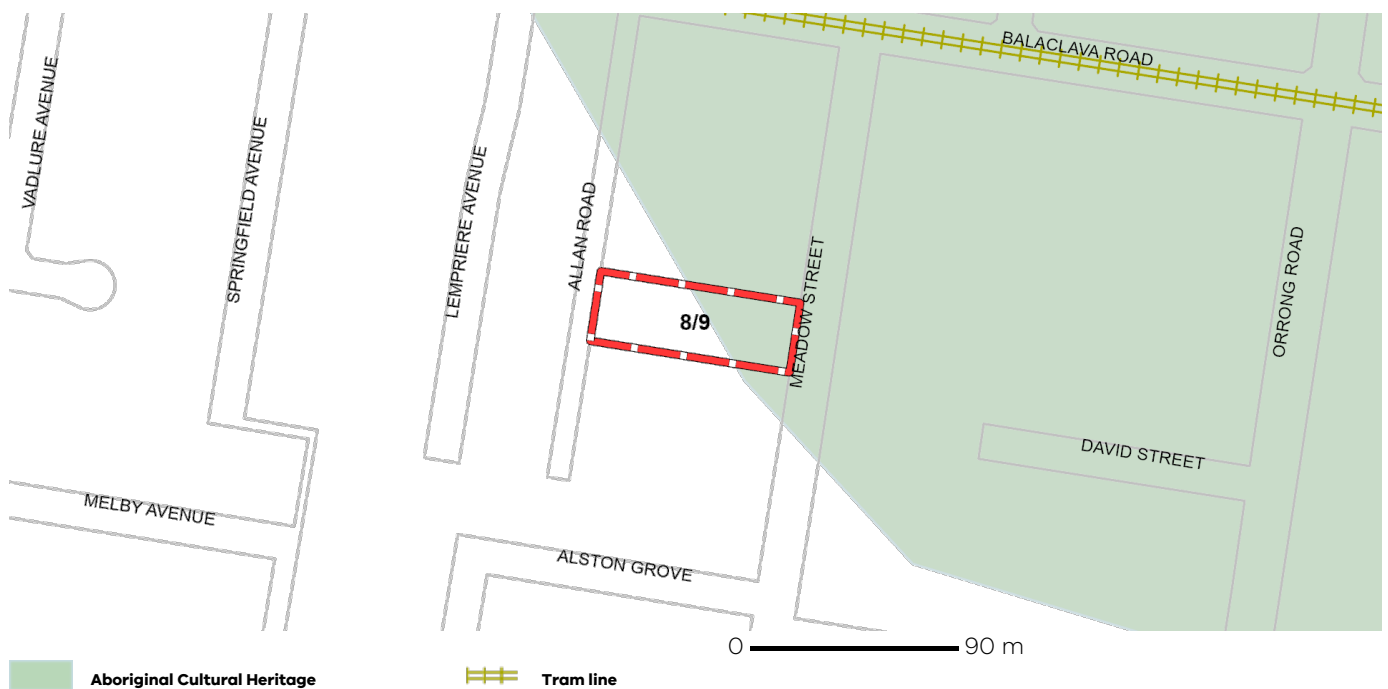
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 22 November 2023.

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

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

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

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

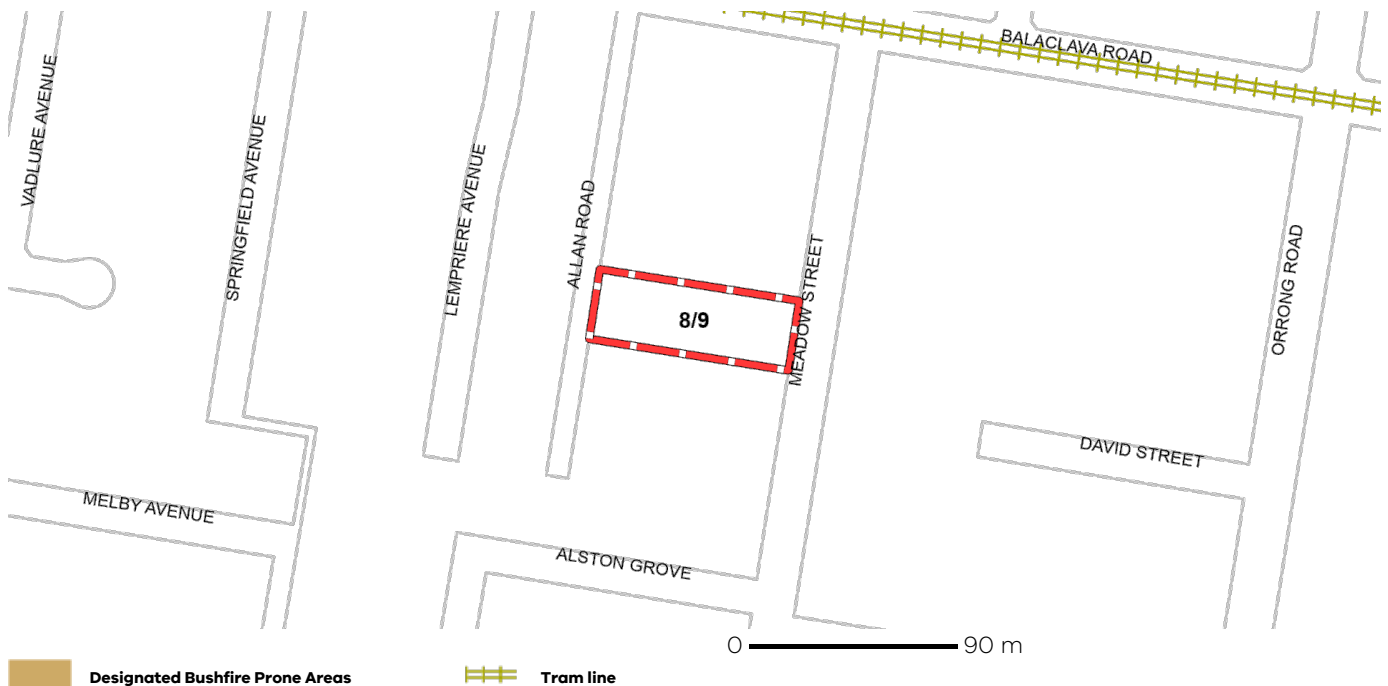
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 131684
Certificate Issue Date: 13-Nov-2023
Certificate Expiry Date: 11-Feb-2024

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989**, **Local Government Act 2020** or under local law or by-law of the Council and specified flood level by 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 property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at www.gleneira.vic.gov.au

Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Reference: 70879815-015-9:74516

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2023, 30/11/2023, 29/02/2024, 31/05/2024.

Interest will be charged at 10.0% p.a. on all rates and charges not paid by the specified due date. Any arrears shown on this notice may be subject to Legal Action and/or Debt Collection Fees, interest will continue to accrue at 10.0% until paid in full.

This certificate is for the rating period 01/07/2023 to 30/06/2024.

Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above, however Council will not be held liable for any verbal advice or information given.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- For any potential liability for Rates under the Cultural and Recreational Lands Act 1963 and
- For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$28.90 being the fee for this certificate.

TOTAL OUTSTANDING FOR Flat 8 9 Meadow Street ST KILDA EAST VIC 3183
___\$392.15___

Delegated Officer



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 131684
Certificate Issue Date: 13-Nov-2023
Certificate Expiry Date: 11-Feb-2024

Property Location Flat 8 9 Meadow Street ST KILDA EAST VIC 3183

Parcel Details: Lot 8 LP 71584

Titles: Volume: 08606 Folio: 004

Valuation Details: Council uses Net Annual Value to determine the value of the property for rating purposes.

Site Value	220,000
Capital Improved Value	470,000
Net Annual Value	23,500
The level of Value Date is: 01/01/2023	Effective Date of Valuation: 01-Jul-2023

Rating Information:

Assessment Number: 29568/3

	General Rates	Fire Services Property Levy	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$0.00
Arrears Interest	0.00	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	0.00	\$0.00
Current Rates Levied 2023/2024	639.55	146.60	318.00	\$1,104.15
Current Interest	0.00	0.00	0.00	\$0.00
Rebates	-270.00	-50.00	0.00	\$ -320.00
Current Legal Fees	0.00	0.00	0.00	\$0.00
Payments	-184.74	-48.30	-158.96	(\$392.00)
Balance Outstanding	184.81	48.30	159.04	\$392.15

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

Summary of Charges Outstanding:

General Rates, Charges & FSPL	\$392.15
Separate Rates	\$0.00
Other Charges	\$0.00
Total Outstanding	\$392.15

Bpay payment details:

Bill Code: 73106

Reference Number: 9334029568314

Please ensure you update this certificate as near to settlement as possible to ensure the correct amount owing is paid. Please ensure rates and promotional scheme amounts are paid to their respective reference numbers.

Notices of Acquisition should be forwarded to rates@gleneira.vic.gov.au

Other Information:

Land Information Certificate Ordering now available online:

Land Information Certificates can now be **ordered and paid for online** via the City of Glen Eira's website www.gleneira.vic.gov.au. From the menu options located on the left hand side, select Rates and Valuations then click on Certificates.

You will need to register for this service initially by clicking on the register option located on the top right hand corner of the screen. Once registered you can pay for and order Land Information Certificates



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE
Section 121 Local Government Act 2020

Certificate No: 131684
Certificate Issue Date: 13-Nov-2023
Certificate Expiry Date: 11-Feb-2024

online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.

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

Statement for property:
FLAT 8 LOT 8 9 MEADOW STREET
ST KILDA EAST 3183
8 LP 71584

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22M//05553/57	LANDATA CER 70879815-023-4	13 NOVEMBER 2023	45381568

1. Statement of Fees Imposed

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

(a) By Other Authorities

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

(b) By South East Water

Water Service Charge	01/10/2023 to 31/12/2023	\$21.48
Sewerage Service Charge	01/10/2023 to 31/12/2023	\$94.37
Subtotal Service Charges		<u>\$166.60</u>
Payments		\$166.60
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 02/10/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.06 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL metres to Australian Height Datum

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

(AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

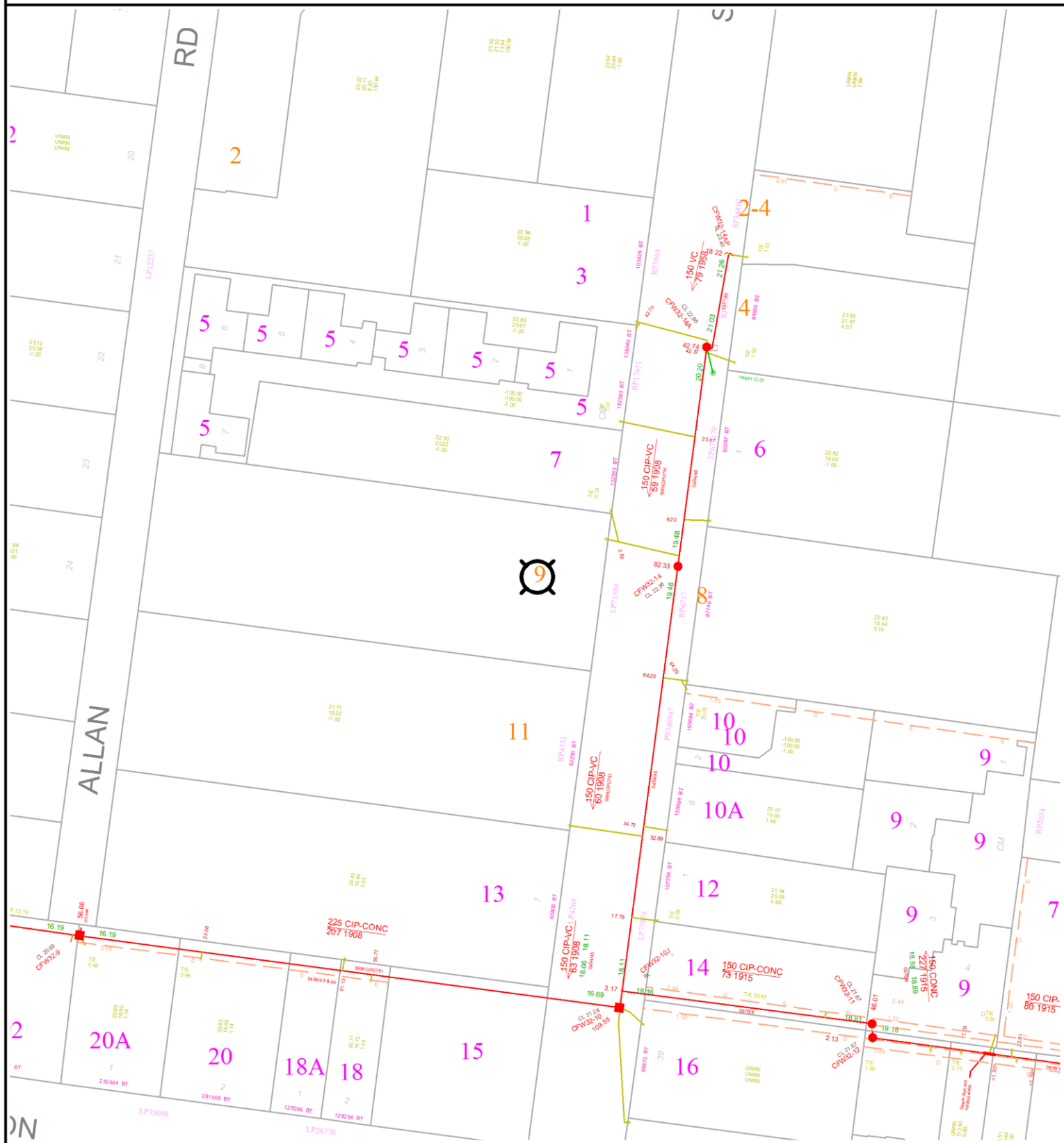
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE







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



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

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

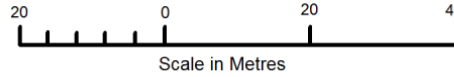
Melbourne Water Assets

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

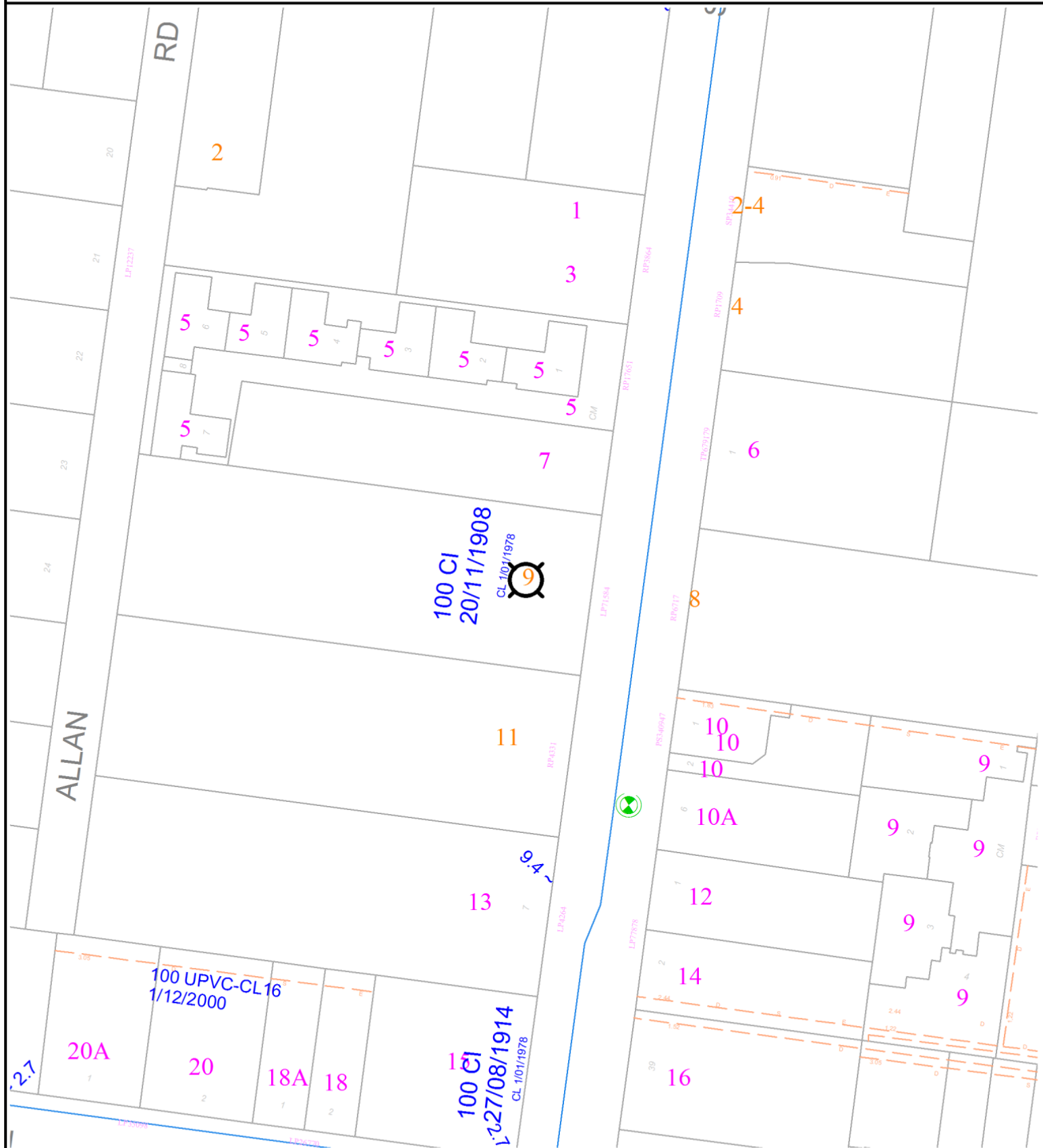


Property: Lot 8 FLAT 8 9 MEADOW STREET ST KILDA EAST 3183

Case Number: 45381568



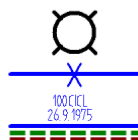
Date: 13NOVEMBER2023



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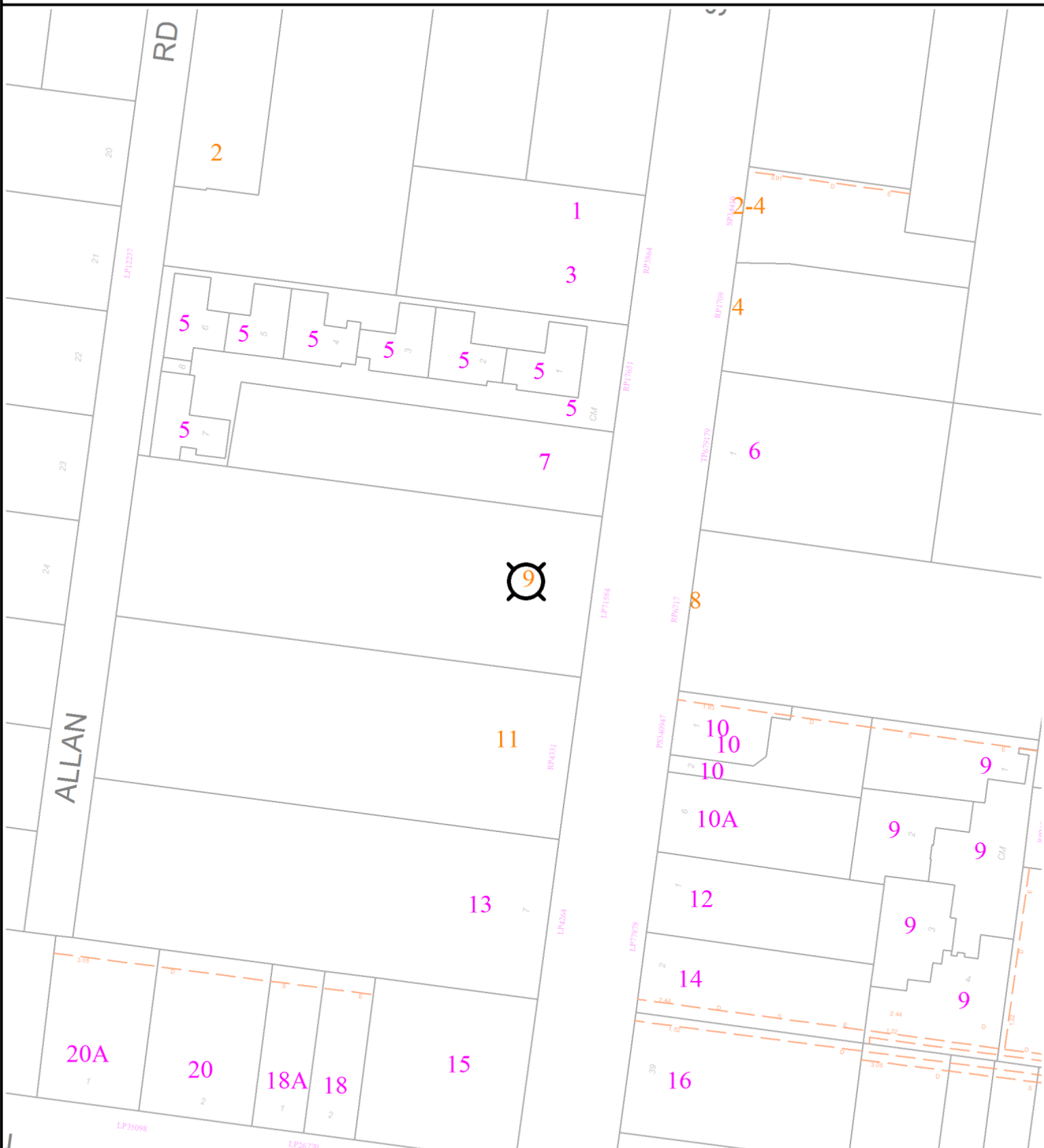
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / MAYFAIR LEGAL

Your Reference:	24414
Certificate No:	67598692
Issue Date:	13 NOV 2023
Enquiries:	ESYSPROD

Land Address: UNIT 8, 9 MEADOW STREET ST KILDA EAST VIC 3183

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1133230	8	71584	8606	4	\$0.00

Vendor: BRONYA GOFMAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS BRONYA GOFMAN	2023	\$240,000	\$0.00	\$0.00	\$0.00

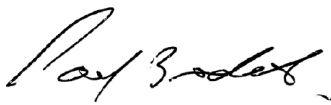
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$525,000
SITE VALUE:	\$240,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 67598692

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 = \$240,000

Calculated as \$0 plus (\$240,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67598692

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67598692

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MAYFAIR LEGAL

Your Reference:	24414
Certificate No:	67598692
Issue Date:	13 NOV 2023

Land Address: UNIT 8, 9 MEADOW STREET ST KILDA EAST VIC 3183

Lot	Plan	Volume	Folio
8	71584	8606	4

Vendor: BRONYA GOFMAN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 67598692

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67598698

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67598698

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Reference:
Enquiries: Statutory Building Services
Telephone: 9524 3333



GLEN EIRA
CITY COUNCIL

14-Nov-2023

Landata
GPO BOX 527
MELBOURNE VIC 3001

Dear Sir/Madam,

PROPERTY: Flat 8 9 Meadow Street ST KILDA EAST VIC 3183
YOUR REFERENCE: 70879815-016-6:74517

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
2186/PBS30/2021	18-Jun-2021	Replacement of existing roof and gutters.	07-Oct-2021

Current notices etc. under *Building Act 1993*: Nil

Details of any current statements under regulation 64 or 231: Nil:

NOTE:

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786–1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

A handwritten signature in black ink, appearing to read "N. Babatsikos".

NICKI BABATSIKOS
MUNICIPAL BUILDING SURVEYOR

Glen Eira City Council
Corner Glen Eira and Hawthorn Roads,
Caulfield, Victoria
PO Box 42 Caulfield South 3162

Telephone 03 9524 3333
National Relay Service TTY dial 13 36 77 or
Speak and Listen 1300 555 727 or
www.iprelay.com.au

Facsimile 03 9523 0339
Email mail@gleneira.vic.gov.au
Website www.gleneira.vic.gov.au

ABN 65 952 882 314

Bentleigh | Bentleigh East | Brighton East | Carnegie | Caulfield | Elsternwick | Gardenvale | Glen Huntly | McKinnon | Murrumbeena | Ormond | St Kilda East



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mayfair Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 375949

NO PROPOSALS. As at the 13th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 8 9 MEADOW STREET, ST KILDA EAST 3183
CITY OF GLEN EIRA

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

Date of issue: 13th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70879815 - 70879815140409 '375949'



✉ bodycorp@dbrealty.com.au
☎ 03 9530 0838
📍 Suite 8, 242 Hawthorn Road
Caulfield North VIC 3161
ABN 57 117 424 085

Sales Information Certificate

This certificate sets out the amounts payable in the current financial year, including any amounts due but unpaid of the following lot.

OC Number	NINE MEADOW STREET SERV CO PTY LTD
Property	NINE MEADOW STREET SERVICE Co. PTY LTD 8/9 Meadow Street ST KILDA EAST
Vendor	Gofman B
Requestee	Mayfair legal
Reference	1125
This certificate is issued for lot 8 Plan No. NINE MEADOW STREET SERV CO PTY LTD	

This certificate consolidates all information and all financial liabilities for the lot in relation to the service entity.

IMPORTANT: The information in this certificate is issued on **20/11/2023**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$2108.64 per annum for the year.
paid Quarterly.
Please note that there is an AGM being held on the 22nd November 2023 regarding this property.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	10/01/2023	14/04/2023	20/07/2023	18/10/2023
Amount	\$452.14	\$452.14	\$527.16	\$527.16

- b) The fees are paid up until 31/12/2023. If settlement should occur on or after any due date the next fee instalment will also be due and payable or any adjustment levy struck after the AGM.
- c) Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.

- d) The following special fees or levies have been raised and are payable on the dates indicated below- Has been paid in full

Due Date	Amount	Details
HAS BEEN PAID IN FULL	\$10,064.00	For the replacement of external windows. Works have already commenced regarding the replacement of these windows. Works will not be completed till mid December due to the requirement for power lines to be covered by United Energy whilst one window is removed and replaced (height issue). This has been booked in with United Energy per their requirements.

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are-

- f) The service entity has the following insurance cover-

Policy No	Insurer	Type	Sum	Premium
DOC0000195970 31/03/2023 - 31/03/2024	Strata Unit Underwriting Agency Pty Ltd	Building/Common Property	\$12,736,500.00	\$24,123.98 Paid: 31/03/2023
		Loss of Rent/Temp Accommodation	\$1,910,475.00	
		Public Liability	\$30,000,000.00	
		Fidelity	\$100,000.00 (\$2,000.00 per week)	
		Office Bearers	\$5,000,000.00	
		Voluntary Workers	\$2,000,000.00 (\$2,000.00 per week)	
		Government Audit Costs	\$25,000.00	
		Legal Expenses	\$50,000.00	
		WPHS Breaches	\$100,000.00	
		Lot Owners Fixtures & Improvements	\$250,000.00	

- g) The Service entity has not resolved that members may arrange their own insurance cover other than provision of contents insurance cover.

h) The total funds held by Nine Meadow Street Service Co Pty Ltd as at 20/11/2023-

Administrative Fund	Maintenance Fund	Total
\$31,186.17	\$55,405.32	\$86,591.49

i) The service entity that are covered by annual fees, special levies and repairs and maintenance as set out above.

j) the service entity has granted contracts, leases, licences or agreements affecting the common property as follows-

As this is a service company there is an existing deed between original owner and nine meadow street service company - a copy is attached to this sales certificate. The memorandum and articles of association for Nine Meadow Street Service Co Pty Ltd are also attached to this sales certificate

k) The serviced entity has made agreements to provide services to members and occupiers for a fee as follows-

l) Are there any notices or orders served on the service entity in the last 12 months that have not been satisfied? No.

- m) The service entity is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows-

- n) Nine Meadow Street Service Co. Pty Ltd has resolved to appoint DB Body Corporate Management Pty Ltd, as manager

- o) No proposal has been made for the appointment of an administrator

- p) Other information:

- q) The minutes of the most recent Annual General Meeting of Nine Meadow Street Service Co Pty Ltd. Please note the next AGM is being held 22 November 2023 afterwhich new minutes will be available (**see attached**)

*Further information on prescribed matters can be obtained by inspection of the Service Entity register of shareholders.
An applicable fee to provide this service will apply.*

IMPORTANT

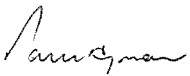
1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.
- 4.

*The Service Entity register can be inspected for additional information.
A fee applies pursuant to Consumer Affairs website structure of fees.*

Date of Issue:

20/11/2023

Prepared By: _____



Paul Hyman

Ph: 03 9530 0838 Fax:
paul@dbrealty.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by Nine Meadow Street
Service Co Pty Ltd*

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 08/03/2023
Reference No: DOC0000195970

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: NINE MEADOW STREET PTY LTD
Type of Insurance: Residential Strata

Policy Number: 06S9722750
Period of Insurance: From 4:00PM 31/03/2023
To 4:00PM 31/03/2024

OVERVIEW

Insured:	NINE MEADOW STREET PTY LTD	
Situation:	9 MEADOW STREET, ST KILDA EAST VIC 3183	
Section 1:	Building including common contents	\$12,736,500
	Loss of Rent/Temporary Accommodation (15%)	\$1,910,475
	Catastrophe or Emergency (15%)	\$1,910,475
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Included
	Flood	Included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 30,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 5,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000
Section 13:	Workers Compensation	Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S9722750

Insured: NINE MEADOW STREET PTY LTD

EXCESSES

Section 1 - Building including Common Contents

\$2,500.00 bursting, leaking, discharging or overflowing of pipes and/or apparatus and any resultant damage

\$2,500.00 water damage claims

\$1,000.00 all other claims + as per policy wording

Section 2 - Glass

\$1,000.00 all claims

Section 3 - Theft

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Company Title Property

It is noted and allowed that the definition of Building and Common Contents includes carpets, wallpaper and any other wall or floor coverings within the individual units.

Flood

This policy is extended to include flood. The word 'flood' is deleted from exclusion 1.e on page 18 and exclusion e on page 21.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

THE ANNUAL GENERAL MEETING MINUTES OF NINE MEADOW SERVICE CO. PTY LTD

9 MEADOW STREET, ST KILDA, VIC 3183

Minutes of the Annual General Meeting of the Members of the Company held by Video conferencing on 7 September 2022 at 5.00pm.

1. NOTING OF ATTENDANCES, PROXIES, APOLOGIES AND DETERMINATION OF QUORUM AND ENTITLEMENT

Present

Tian Cao	Unit 2	Richard Lew	Unit 16
Katherine Meier	Unit 3	Dr Jeanette Pritchard	Unit 20
Joey Eckstein	Unit 6	Aaron Pacanowski	Unit 22
Martin Imber	Unit 9	Danny Borland	Unit 23
Simona Weinstein	Unit 10	Renuka Shetty	Unit 24
Sarah Freeman	Unit 11	Anna Sztendur	Unit 27
Karen Plaut	Unit 14	Kevon Kenna	Unit 28

Also present Roslyne Nand and Rohil Nand from R&S Body Corporate Services Pty Ltd.

APOLOGIES

Nil

PROXIES

Nil

2. APPOINTMENT OF CHAIRPERSON:

Resolution: It was resolved that Roslyne Nand be appointed to chair the meeting.

3. CONFIRMATION OF THE MINUTES OF THE ANNUAL GENERAL MEETING HELD ON 5 SEPTEMBER 2019 AS A TRUE AND CORRECT RECORD.

It was noted that previous AGM minutes were prepared by Tideways.

Resolution: It was resolved that the Minutes of the Annual General Meeting held on 5/09/2019 be confirmed as a true and correct record of the proceedings of that meeting.

4. FINANCIAL REPORTS:

Resolution: It was resolved that the Financial Statements for the year (ended) 30/06/2022 be received and accepted.

5. CURRENT INSURANCE DETAILS:

Resolution: It was resolved that the insurance cover for NINE MEADOW STREET PTY LTD be noted and the renewal of the policy on the next due date be approved, details of which are set out below. It was resolved to get the valuation of the buildings carried out for the replacement value and insure the buildings at the same. A copy of Certificate of Currency to be sent with the minutes.

The Stratum has the following cover:

Insurance Company:	CHU Underwriting Agencies Pty Ltd
Policy Number:	HU0006080954
Expiry Date:	31/03/23
Building Cover:	\$12,130,000.00
Loss of Rent:	\$1,819,500.00
Office Bearers Legal Liability	\$2,000,000.00
Limit of Liability:	\$20,000,000.00

(*) Note: In the event of a private lot insurance claim the lot owner is responsible for payment of the Insurance Excess (Standard claims \$1,000.00, Water Damage \$2,500.00, Exploratory costs – Burst Pipes \$2,500.00). Members are reminded that it is their responsibility to arrange insurance for the content inside their Lot.

6. STANDING DIRECTION:

Resolution: It was resolved that a Standing Direction be given to the Company Manager to renew the insurance policies at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the most recent insurance replacement and reinstatement report, whichever is greater.

7. PROPOSED BUDGET:

Resolution: It was resolved that the proposed Administration budget of \$59,042.00 for the year 1 July 2022 to 30 June 2023 to be approved and adopted.

Note: As levies have already been issued at the old rate, it is intended that an adjustment will be made to the next levy following the AGM. The fees will remain at this level for the period prior to convening of the AGM.

8. PENALTY INTEREST ON ARREARS:

Resolution: It was resolved that the Company will charge interest at the maximum rate interest payable under the Penalty Interest Act 1983 on any money owed by a shareholder to the Company after the due date.

9. COST RECOVERY:

Resolution: It was resolved that the Company will recover outstanding Company fees and charges by action in a Court of competent jurisdiction and that the Company will recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Company (not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a Board Shareholder of the Company) arising out of any default or breach by any shareholder or occupier of a lot.

10. Election and Appointments

10.1 Board of Directors

The Company called for nominations for a Board of Directors of no less than two to serve until the next AGM.

Resolution: It was resolved that:

Tian Cao	Unit 2
Menachem Vorchheimer	Unit 7
Martin Imber	Unit 9
Richard Lew	Unit 16
Renuka Shetty	Unit 24

10.2 Grievance Committee

Resolution: It was resolved that the Board of Directors serves as the Grievance Committee.

11. GENERAL MAINTENANCE:

General Waste: It was resolved to place signage around the bin area to keep the bin area clean and tidy and to place the waste/recycling/garden in the correct bins.

Clean-up: It was resolved to get quote from the caretaker for the cost of additional clean-up around the bin area. And once the directors have approved it – this quote to be included in the budget.

Storage in the communal area: It was resolved to send notice to the owners and occupiers that the furniture and any items stored in the common area will be taken out for council collection. A letter to be sent to all occupiers and owners informing them that storage of items in the common area is prohibited. If any occupier/owner leaves an item in the common area, in the stairwells, the item will be placed on the nature strip to be collected by the council for disposal. They will not get further notification or warning.

Car Space: It was resolved to send notice to the occupiers not to park two cars in one car space. At the moment some occupiers are double parking.

Asbestos Removal: It was resolved to get more quotes and submit to the Directors for approval.

Ceiling Works: It was resolved to send photos to Rainshield to complete the stairwell roof between Units 3 and 4 without incurring an extra cost.

Pond fence: It was resolved that Richard will inspect and inform the board if a fence is required around the pond and the condition of the pond.

Windows: The windows are the responsibility of individual owners provided the replacement of windows are in the same colour and design in Aluminium, although timber will be accepted (the preference is Aluminium).

Window Cleaning: It was resolved that window cleaning is individual owner responsibility.

Report on Concrete: MTS consult was appointed to carry out concrete condition report on the wear and tear on the concrete works at the property.

Air Conditioning: It was resolved that any more Air Conditioning Units are not allowed on the roof. The Air Conditioning Units to be installed on the individual unit's balcony.

Solar Panels: It was resolved that the Solar Panels are not allowed on the common property.

12. GENERAL BUSINESS

Pets: It was resolved that as long as the pets are not a nuisance or roam around on the communal area unsupervised, it was acceptable to keep a pet. It was resolved to get a quote to change the company rules to be consistent with current legislation.

Owners Corporate Manager: A number of owners expressed dissatisfaction with the responsiveness of R&S Body Corporate Services, our current OC manager. Several people complained of not having their emails and phone calls returned. Two owners said they had paid accounts, but they were not reflected in the general ledger of the manager. This was left to the relevant owners and the manager to resolve. R&S was put on notice to improve their performance.

Convert to Strata titles: It was suggested by Joey Eckstein to pursue the conversion of the current Stratum arrangement to Strata title which would improve the value of all units by an estimated 5-10%. Martin Imber pointed out that you would need 100% agreement from all owners. There were still a few holdouts and Joey said he would talk to them individually.

Meeting closed at 6.23pm

NINE MEADOW SERVICE CO. PTY LTD

Roslyne Nand

Manager

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

NINE MEADOW STREET SERVICE COMPANY PROPRIETARY LIMITED

8-10-11-00

ARNOLD BLOCH & ASSOCIATES
Solicitors,
409 Lonsdale Street,
MELBOURNE.

No. of Company

,.....**64231**.....

VICTORIA

COMPANIES ACT 1961

No. 6839, Section 16 (3)

CERTIFICATE OF INCORPORATION OF PROPRIETARY
COMPANY

This is to certify that -

NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

is, on and from the **29th** day of **September** 196 **5**
incorporated under the Companies Act 1961, that the
company is a company limited by shares and that the
company is a proprietary company.

Given under my hand and seal at Melbourne this **29th**
day of **September** 196 **5** .

Assistant Registrar of Companies

COMPANIES ACT 1961

MEMORANDUM OF ASSOCIATION

of

NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

1. THE name of the Company is NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED.

2. THE objects for which the Company is established are:-

- (a) To operate as the Service Company in respect of the subdivision of the land and buildings situate at 9 Meadow Street East St. Kilda and being the whole of the land in Certificate of Title Volume 3232 Folio 232 (hereinafter called "the subdivision") for the purpose of carrying out the common purposes of the proprietors of the several stratum estates in the subdivision.
- (b) To acquire an estate in fee simple in the residual land in the subdivision on such terms and conditions and for such consideration as the Company may decide.
- (c) To render and provide services to the proprietors of the stratum estates in the subdivision in relation to the use and occupation of such stratum estates and of the residual land in the subdivision by the proprietors and occupiers of such stratum estates.
- (d) To supply and provide services of domestic use and convenience such as the provision of hot water and refrigeration to the proprietors and occupiers of the stratum estates in the subdivision as the Directors of the Company may from time to time decide can be conveniently supplied by the Company.
- (e) To maintain repair reconstruct and paint the building or buildings comprised in the subdivision and any equipment and apparatus provided for or used in common by the proprietors and occupiers of the stratum estates in the subdivision.
- (f) To insure the building or buildings comprised in the subdivision against destruction or damage by fire and by such other insurable risks as the Directors of the Company may from time to time decide.
- (g) To control and maintain the residual land in the subdivision and to cultivate tend keep and repair the garden paths and driveways in or on or comprised in the residual land.
- (h) To pay rates taxes and any other outgoings payable by the Company in respect of the land and buildings comprising the residual land or in respect of land and buildings comprising the stratum estates in the subdivision, and to pay such rates, taxes and any other outgoings payable by the proprietors or occupiers of the stratum estates in the subdivision in respect of such stratum estates as the Directors of the Company may from time to time decide should be paid by the Company on behalf of the proprietors and occupiers of the stratum estates in the subdivision.
- (i) To supply any services, goods and commodities to the proprietors and occupiers of the stratum estates in the subdivision as the Directors of the Company may from time to time decide can be conveniently supplied by the Company.

- (j) To lease or grant licences or other rights over or in respect of the residual land in the subdivision or any part or parts of the residual land to any person.
- (k) To purchase, lease or otherwise acquire all such plant machinery material goods equipment and effects as may from time to time be necessary or convenient for carrying out any of the objects of the Company.
- (l) To purchase lease or otherwise acquire land and any other property of any tenure and any interest therein and any rights easements appurtenances advantages conveniences or concessions of or held with or otherwise advantageous to any real or personal property whether the property of the Company or about to be acquired by the Company or otherwise for the purpose of carrying out any of the objects of the Company.
- (m) To build establish construct alter take on lease or purchase or otherwise acquire and obtain any buildings or other premises fixtures and effects for the purpose of carrying out any of the objects of the Company.
- (n) To enter into all contracts, agreements, assignments and other documents for the purpose of purchasing acquiring or otherwise taking over any property and assets for the purpose of carrying out the objects of the Company.
- (o) To enter into and carry out any agreements and/or arrangements with any governments, shires or other corporations or public bodies persons firms companies or otherwise and to obtain any rights privileges and concessions which the Directors of the Company may decide is or are conducive to the Company's rights or any of them.
- (p) To pay for the residual land to be acquired under part (b) of this Clause either wholly or partly in cash or in shares (to be treated as either wholly or partly paid up).
- (q) To borrow money to receive money on loan or deposit or to raise money in such a manner and on such terms as may seem expedient and in particular by the issue of debentures or debenture stock whether perpetual or otherwise and subject to compliance with the provisions relating thereto of the Articles of Association for the time being in force, to secure the payment of any money borrowed or raised by debentures or debenture stock mortgage charge sub-charge promissory note or lien upon the whole or any part of the property assets goodwill undertaking or rights of the Company whether present or future including uncalled capital and in like manner to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to redeem and pay off any such securities.
- (r) To engage such managers accountants agents and other officers and workmen and servants as shall be required and found necessary or convenient for the proper working of the Company or for the carrying out of the objects of the Company or any of them.
- (s) To effect insurances for the purpose of indemnifying the Company against liability and any loss or damage for or in respect of any insurable risk.
- (t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

- (u) Generally to improve manage develop turn to account or otherwise deal with all or any part of the property and rights of the Company.

AND IT IS HEREBY DECLARED that -

(a) The intention is that the objects specified in each of the paragraphs of this Clause shall (except where otherwise expressed in such paragraph) be construed in the most liberal way and shall be in no wise limited or restricted by reference to or inference from the terms of the first or any other paragraph or the name of the Company and the word "Company" in this Clause (except where used in reference to this Company) shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Victoria or elsewhere.

(b) The references in this Memorandum to "Service Company", "Residual land", "stratum estate" and any other word or expression used in or defined by the provisions of the Transfer of Land Act 1958 shall, unless repugnant to or excluded by the context, have the meanings of such words or expressions as used in the Transfer of Land Act 1958 and shall be interpreted accordingly.

3. THE liability of the members is limited.

4. THE capital of the Company is FIVE THOUSAND POUNDS (£5,000) divided into FIVE THOUSAND shares of ONE POUND (£1) each.

5. THE Company by this Memorandum of Association:-

(a) Restricts the transfer of shares in addition to any further restriction on the transfer of shares that is imposed by the Articles of Association of the Company for the time being in force as follows:-

(i) The shares in the Company which are allotted as shares to be issued or sold with or in respect of the several stratum estates in the subdivision shall not be transferred unless the transfer thereof is made or has effect as part of or in conjunction with a transfer of the stratum estate in respect of which such shares have been issued or are held; and

(ii) The shares in the Company other than shares allotted as shares to be issued or sold with or in respect of the several stratum estates in the subdivision shall not be transferred unless the Directors of the Company in their absolute discretion consent to such transfer, and the Directors shall not be bound to assign any reason for any refusal by them to consent thereto.

(b) Limits the number of members of the Company to not more than fifty (counting joint holders of shares as one person and not counting any person in the employment of the Company or of its subsidiary or any person who while previously in the employment of the Company or of its subsidiary was and thereafter has continued to be a member of the Company).

(c) Prohibits any invitation to the public to subscribe for shares in or debentures of the Company and

(d) Prohibits any invitation to the public to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESS AND DESCRIPTIONS
OF SUBSCRIBERS

NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER

ARNOLD BLOCH 167 Queen Street,
Melbourne, Solicitor

One

JUDITH MARJORIE BOWMAN 13 Boyanna Drive,
Glen Waverley, Stenographer

One

Total shares taken Two

DATED the twenty-second day of September, One thousand
nine hundred and sixty-five.

WITNESS TO THE ABOVE SIGNATURES:

Meryll Wedetcki,
Flat 14, 24 Brixton Rise,
Glen Iris. Clerk.

VICTORIA

COMPANIES ACT 1961

A COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

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COMPANIES ACT 1961

ARTICLES OF ASSOCIATION

of

NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

PRELIMINARY CLAUSES

INTERPRETATION

1. IN these presents unless there shall be something in the subject or context inconsistent therewith:

"Articles" and "these presents" means the Articles of Association for the time being of the Company

"The Companies Act" means the Companies Act 1961 of the State of Victoria

"Special Resolution" shall have the meaning assigned thereto by the Companies Act

"Year" means calendar year and "month" means calendar month

"the Office" means the Registered Office for the time being of the Company

"the Register" means the Register of Members to be kept pursuant to the Companies Act

"the Directors" or "the Board" means the whole or any number of the Directors of the Company for the time being assembled at a meeting of Directors in accordance with the regulations of the Company not being less than a quorum

"Dividend" includes bonus

"the Seal" means the Common Seal of the Company

"In writing" and "written" include printing lithography and other modes of representing or reproducing words in a visible form

"The Company" means NINE MEADOW STREET SERVICE CO. PROPRIETARY LIMITED

"Member" or "Members" means a Member or Members for the time being of the Company

"Paid up" includes credited as paid up

"Subdivision" means the subdivision of the land and buildings known as "9 Meadow Street" and situate at 9 Meadow Street East St. Kilda being the whole of the land described in Certificate of Title Volume 3232 Folio 232

"the Residual Land" means all the land comprised in the subdivision which is not included in any of the several stratum estates therein

"Vendor" means Nine Meadow Street Proprietary Limited

"Auditor" or "Auditors" means the Auditor or Auditors for the time being of the Company

"Secretary" includes Acting Secretary

Words importing the singular number include the plural number and vice versa

Words importing the masculine gender include also the feminine gender

Words importing persons include corporations.

2. THE Regulations contained in Table A in the Fourth Schedule to the Companies Act shall not apply to this Company.

3. THE Company may at any time pay a commission to any persons for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company but so that if the commission shall be paid or payable out of capital the statutory conditions and requirements shall be observed and complied with and the commission shall not exceed ten pounds per centum on the shares subscribed.

4. THE issued capital of the Company shall in the first instance be 2800 shares to be held in twenty-eight groups of 100 shares each as set out in the Schedule annexed hereto each such group of shares having one of the sets of consecutive numbers set forth in that schedule. Each person who becomes registered or entitled to be registered as the proprietor in fee simple of a lot on the subdivision shall hold the group of shares set opposite the number of such flat in the schedule annexed hereto.

5. (a) SUBJECT to the provisions of the foregoing Articles the Directors may allot issue place under option or otherwise dispose of any unissued shares for the time being on such terms and conditions and either at a premium or at par and at such times and with such rights and privileges annexed thereto to any person who is a shareholder of the Company but so that any new shares shall be in the first instance offered pro rata among the then existing members according to the number of shares for which they may then be registered and upon such terms as may be prescribed by the Company by Special Resolution but if no such terms shall be prescribed then upon such terms as the Directors may think fit. If any member shall not testify his acceptance of such offer in the form within the time and upon the terms appointed and prescribed such offer shall be deemed to be cancelled and the Directors shall then offer such shares to other members pro rata according to the number of shares held by such other members.

5. (b) ANY shares allotted and issued pursuant to the provisions of the last preceding part of this Article (hereinafter called "the additional shares") shall be allotted and issued only to a member being registered or entitled to be registered as the proprietor in fee simple of a residential flat referred to in Article 4 and shall be held by the member to whom such additional shares have been allotted and issued as part of the group or groups of shares held by him as in Article 4 provided any such additional shares shall be and be deemed to be for all purposes of these Articles part of such group or group of shares. Additional shares shall not confer on the holder thereof any more extensive right of voting than that to which he was entitled immediately prior to his becoming registered as the holder of such additional shares.

6. THE Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

7. IF by the conditions of allotment of any share the whole or part of the amount of issue price thereof shall be payable by instalments every such instalment shall when due be paid to the Company by the person who for the time being shall be the registered holder of the share or his legal personal representative.

8. THE joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

9. SAVE as provided by Section 156 of the Companies Act or as herein otherwise provided the Company shall be entitled to treat

the registered holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a Court of competent jurisdiction or as by statute required or where the Company has acknowledged the equitable interest of any bank or other lending institution or person in order to facilitate the granting of a loan to any member against the security of his shares be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES

10. EVERY member shall be entitled to one certificate for all the shares registered in his name or to several certificates (in reasonable denominations) for different portions of his holding. Every such certificate shall be under the Seal of the Company in such form as the Directors may prescribe and shall be signed in manuscript by one Director and the Secretary or some other person appointed by the Directors for that purpose. Every such certificate shall specify the share or shares in respect of which it is issued and the number and denoting numbers of such share and the amount paid up thereon.

11. IF any certificate be worn out or defaced then upon production thereof to the Board they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon application by the owner thereof in accordance with the provisions of Section 94 of the Companies Act the Board may cause a new certificate to be issued in lieu thereof to the party entitled to such lost or destroyed certificate. For every exchanged or substituted certificate there shall be paid to the Secretary such a fee not exceeding five shillings as the Board may from time to time determine.

12. THE certificate for shares registered in the names of two or more persons shall be delivered to the person first named on the Register.

CALLS ON SHARES

13. THE Directors may from time to time make such calls as they think fit upon the members in respect of any moneys unpaid on shares held by them respectively and not by the conditions of allotment made payable at fixed times and each member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Directors. A call may be made payable by instalments.

14. A call shall be deemed to be made at the time when the resolution of the Directors authorising such call is passed.

15. FOURTEEN days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

16. IF the notice does not expressly specify the place of payment it shall be deemed to have specified the office as such place and if it does not expressly specify the person to whom payment is to be made it shall be deemed to have specified as such person every person whose duty it is to receive moneys at such place of payment.

17. IF by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times whether on account of the amount of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

18. IF the sum payable in respect of any call or instalment be not paid before or on the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same from the day appointed for the payment thereof to the time of actual payment at the rate of eight pounds per centum per annum or at such other rate as the Directors may determine.

19. ON the hearing of any action for the recovery of money due for any call it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call is duly recorded in the Minute Book and that notice of such call was duly given to the member sued in pursuance of these presents and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

20. THE Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called for and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sums in advance and the Directors agree upon. And the Directors may at any time repay the amount so advanced upon giving to such member three months' notice in writing.

FORFEITURE AND LIEN

21. IF any member fail to pay any call or instalment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

22. THE notice shall name a day not being less than fourteen days from the date of the notice and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.

23. IF the requisitions of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

24. WHEN any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the register.

25. ANY shares so forfeited shall be deemed to be the property of the Company and the Directors may sell re-allot or otherwise dispose of the same in such manner as they may think fit provided that in the event of any shares being forfeited and sold any residue after the satisfaction of the moneys due and unpaid in respect of such shares and accrued interest and expenses shall be paid to the person forfeiting his executors administrators or assigns.

26. THE Directors may at any time before any shares so forfeited shall have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

27. A member or the estate of a deceased member whose shares shall have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company all calls instalments interest and expenses owing upon or in respect of such shares at the time of forfeiture until payment at the rate of eight pounds per centum per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit but shall not be under any obligation so to do.

28. THE Company shall have a first and paramount lien on every share (other than a fully paid up share) registered in the name of each member whether solely or jointly with others for all calls due on that share but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The Company's lien (if any) on a share shall extend to all dividends declared in respect of such share. Unless otherwise agreed the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on such share.

29. WHENEVER any law for the time being of any country state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any Government or taxing authority or Government official to require the Company to make any payment in respect of any shares registered in any of the Company's registers as held either jointly or solely by any member or any deceased member or the legal personal representatives of a deceased member or any person entitled to share in the distribution of his estate or in respect of any dividend bonuses or other moneys due or payable or accruing due or which may become due or payable to such member or the estate or such deceased member or any such person entitled as aforesaid by the Company on or in respect of any shares registered as aforesaid or for or on account or in respect of any member or the estate of any deceased member or any such person entitled as aforesaid whether in consequence of -

- (a) the death of such member; or
- (b) the non-payment of any income tax or other tax by such member; or
- (c) the non-payment of any estate probate succession death stamp or other duty by the legal personal representative of such member or by or out of his estate or by any person entitled to share in the distribution of his estate; or
- (d) any other act or thing

the Company in every such case (so far as the law will permit) -

(i) shall be fully indemnified from all liability by such member and his personal representative and by the person who becomes registered as the holder of such shares on the distribution of the deceased member's estate.

(ii) shall have a lien or charge upon the shares in question for all moneys paid by the Company in respect of such shares under or in consequence of any such law.

(iii) shall have a lien upon and/or a right of set-off against all dividends bonuses and other moneys payable in respect of the shares registered in any of the Company's registers as held either jointly or solely by such members for all moneys paid or payable by the Company in respect of the same shares or in respect of any dividend bonus or other money as aforesaid thereon or for or on account or in respect of such member or his estate or the person who becomes registered as the holder of such shares on the distribution of the deceased member's estate under or in consequence of

any such law together with interest at the rate of eight pounds per centum per annum thereon from date of payment to date of repayment and may deduct or set off against any such dividend bonus or other money payable as aforesaid any moneys paid or payable by the Company as aforesaid together with interest as aforesaid.

(iv) may recover as a debt due from such member or personal representative wherever constituted or other person aforesaid any moneys paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period aforesaid in excess of any dividend bonus or other money as aforesaid then due or payable by the Company to such member personal representative or other person.

(v) may if such money is paid or payable by the Company under any such law as aforesaid refuse to register a transfer of any shares by any such member or his personal representative or such other person as aforesaid until such money and interest as aforesaid is set off or deducted as aforesaid or in case the same exceeds the amount of any such dividend bonus or other money as aforesaid then due or payable by the Company until such excess is paid to the Company.

PROVIDED ALWAYS that nothing herein contained shall prejudice or affect any right or remedy which any such law may confer or purport to confer on the Company and as between the Company and every such member as aforesaid his personal representative and estate wheresoever constituted or situate and such other person as aforesaid who becomes registered as the holder of such shares on the distribution of the deceased member's estate any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company. For the purposes of this Article "dividend" includes any distribution made or to be made by the Company to its members whether in money or other property and any amount credited or to be credited to them as members and includes the paid up value of shares distributed or to be distributed by the Company to its members to the extent to which the paid up value represents a capitalisation of profits and without limiting the generality of the foregoing includes every dividend profit advantage or gain paid or to be paid to or credited or to be credited to or distributed or to be distributed among its members.

30. FOR the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit but no sale shall be made until notice in writing of the intention to sell shall have been served on such member his executors or administrators and default shall have been made by him or them in the payment of the moneys in respect of which the lien exists for fourteen days after such notice.

31. THE net proceeds of any such sale after payment of the costs of such sale shall be applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of the sale.

32. UPON any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

33. A certificate in writing under the hands of two Directors countersigned by the Secretary that a call or instalment in respect of any shares was made and notice thereof served and default in payment of the call or instalment was made and that forfeiture of the shares was made by a resolution of the Directors to that effect shall be sufficient evidence of the facts therein stated against all persons claiming to be entitled to such shares and of the title of the Company to dispose of the same.

TRANSFER AND TRANSMISSION OF SHARES

34. SHARES may be transferred only in accordance with the restrictions and conditions contained in the Memorandum of Association and in addition thereto, in the case of the groups of shares held in respect of the stratum estates in the subdivision the following provisions shall apply in relation to the transfer and transmission thereof:-

(a) The shares included in a group of shares held in respect of a stratum estate in the subdivision may not be transferred singly but shall be transferred only in or as part of a transfer of such group of shares or by way of a transfer of a share of such group of shares.

(b) A holder or a joint holder of a group of shares held in respect of a stratum estate in the subdivision shall, with any transfer by him of such stratum estate or any share therein for an estate in fee simple or with any assignment by him by way of sale of all his estate and interest in such stratum estate, transfer to the transferee or assignee thereof such group of shares or (as the case may be) a share of such group of shares corresponding to the share in the stratum estate so transferred or assigned.

(c) The Directors may in their absolute discretion refuse to register any such transfer unless and until they are satisfied by such evidence as they may reasonably require that the transferee is or is entitled to be registered as the proprietor of the stratum estate with which the group of shares so transferred is to pass by virtue of the provisions of the Transfer of Land Act or (as the case may be) of a share in such stratum estate corresponding to the share of such group of shares so transferred or is otherwise entitled to all the estate and interest of the transferor in such stratum estate.

(d) Any person becoming entitled to a group of shares which have been allotted as the shares intended to be issued or sold with respect to a particular stratum estate in the subdivision or to a share in such group of shares by virtue of or in consequence of the exercise by him of any power or remedy as mortgagee or by purchase from a mortgagee under his power of sale or by virtue of or in consequence of the death lunacy bankruptcy or winding up of any person or otherwise becoming entitled thereto by transmission or operation of law, and the person so becoming entitled to such group of shares or share thereof has also become registered or entitled to be registered as the proprietor of such stratum estate or (as the case may be) of the share in such stratum estate corresponding to the share in such group of shares to which he has become entitled, or has otherwise become entitled to the estate and interest in such stratum estate of the holder or (as the case may be) a joint holder of such group of shares, the person so entitled shall be entitled, upon production of such evidence as the Directors think sufficient and may properly require in that behalf, to be registered as the holder of such group of shares or as a joint holder thereof for a share corresponding to the share in such stratum estate of which he is registered or entitled to be registered or (as the case may be) as the holder or as a joint holder thereof for the share of

the holder or joint holder to whose estate and interest in such stratum estate he has become entitled. Any person becoming registered as aforesaid as the holder or joint holder of such group of shares as trustee executor or administrator or in any other representative capacity shall be registered in the character in respect of which he purports to act. The Directors shall have the same power to refuse to register any person as a holder or joint holder of a group of shares under this part of this Article as by virtue of part (c) of this Article they would have had in the case of a transfer made by the holder or a joint holder thereof.

(e) If at any time any person (hereinafter in this part of this Article called "the registered proprietor") is or becomes registered under the Transfer of Land Act as the proprietor of a stratum estate in the subdivision or of any share in such stratum estate and the group of shares which have been allotted as the shares to be issued or sold with such stratum estate or the corresponding and appropriate share of such group of shares stands in the register of members as the holder or a joint holder in the name of any person other than such registered proprietor, then upon application to the Directors by or on behalf of such registered proprietor, if it shall be proved to the satisfaction of the Directors by such evidence and in such manner as the Directors think sufficient and may properly require in that behalf that the registered proprietor is or has become entitled as such proprietor to such group of shares or share thereof and the person entered in the register of members as the holder or (as the case may be) as a joint holder in respect of such share of such group of shares has ceased to be entitled thereto, the Directors shall enter in the register of members the registered proprietor as the holder of such group of shares or (as the case may be) as a joint holder thereof for a share corresponding to the share in such stratum estate of which he is registered as the proprietor and shall cancel the registration in the register of members as the holder or (as the case may be) as a joint holder in respect of such share of such group of shares of the person who has ceased to be entitled thereto.

35. IF at any time a stratum estate in the subdivision or any share thereof is settled land within the meaning of the Settled Land Act the person from time to time who is the tenant for life of such stratum estate or such share thereof or who has or on whom has been conferred or who has been authorised to exercise the powers of a tenant for life in relation thereto (hereinafter referred to as "the tenant for life") and who in such capacity is entitled to deal with the group of shares or with a share of the group of shares which have been allotted as the shares to be issued or sold with such stratum estate, upon production of such evidence as may from time to time be properly required by the Directors in that behalf, shall be noted in the register of members as the tenant for life of such group of shares or (as the case may be) of the share thereof corresponding to the share in such stratum estate of which he is the tenant for life and any person so noted in the register of members from time to time shall be deemed to be and treated for all the purposes of these Articles as the holder of such group of shares or (as the case may be) as a joint holder thereof for a share corresponding to the share in the stratum estate of which he is the tenant for life and without limiting the generality of the foregoing he shall be entitled in the same manner as the holder or (as the case may be) a joint holder of such group of shares could do or could have done upon and subject to the same conditions to deal with and dispose of such group of shares or share thereof and to appoint or nominate a Director to act for and represent such group of shares and to revoke any such appointment or nomination or to concur or join in any such appointment, nomination or revocation thereof and otherwise to exercise and enjoy every right and power conferred

by these Articles upon a holder or (as the case may be) a joint holder thereof in the same manner and to the same extent as such holder or joint holder could exercise or could have exercised or is or would have been entitled. Any person noted in the register of members as aforesaid as the tenant for life of a group of shares or share thereof shall be entitled to the aforesaid rights and to exercise the aforesaid powers to the exclusion of any other person entered in the register of members as the holder of such group of shares or (as the case may be) as the joint holder in respect of the share in such group of shares of which such person is noted in the register as tenant for life. If at any time it shall be proved by such evidence as may be properly required by the Directors in that behalf that any person noted in the register as a tenant for life of any group of shares or share thereof has ceased to be entitled to act in such capacity in accordance with the foregoing provisions the Directors shall cancel the entry so made and his rights, powers and privileges hereunder shall forthwith cease.

36. IF at any time the holder or joint holder of a group of shares which have been allotted as the shares to be issued or sold with a particular stratum estate in the subdivision (hereinafter called "the mortgagor") shall mortgage such stratum estate or his share therein, he shall be deemed to have granted to the mortgagee thereof an irrevocable power of attorney, upon default being made in the due performance and observance of the terms of such mortgage or in any other event therein specified, to act for and on behalf of and to the exclusion of such mortgagor in the exercise of any power right or privilege conferred by these Articles on such mortgagor or any successor in title of such mortgagor as the holder or a joint holder of the group of shares held in respect of such stratum estate. Any such mortgagee upon application to the Directors shall be noted in the register of members as mortgagee of the group of shares held in respect of such stratum estate or (as the case may be) of the share of such group of shares corresponding to the share in such stratum estate of which he is the mortgagee, and upon the power granted hereunder becoming exercisable, such mortgagee in the same manner and to the same extent as the mortgagor could do or could have done and upon and subject to the same conditions shall be entitled as mortgagee and in accordance with his powers as mortgagee of the stratum estate or share therein to deal with and dispose of such group of shares or share thereof, and shall be entitled to appoint or nominate a Director to act for and represent such group of shares and to revoke any such appointment or nomination or to concur or join in any such appointment nomination or revocation, and otherwise to exercise and enjoy every right and power conferred by these Articles as such mortgagor could exercise or could have exercised or is or would have been entitled as the holder or joint holder of such group of shares. The powers and rights of a mortgagee hereunder shall take priority over the powers and rights of any person entered in the register as the tenant for life of such group of shares or share thereof or of any mortgagee of such group of shares or share thereof by virtue of or under any subsequent mortgage. If at any time it shall be proved by such evidence as may be properly required by the Directors in that behalf that any mortgage granted as aforesaid has been discharged or that any person has become registered or entitled to be registered as the proprietor of the stratum estate or share therein mortgaged as aforesaid free of such mortgage as an encumbrance, the rights powers and privileges of the mortgagee hereunder shall forthwith cease and the entry made in the register of members in accordance with the provisions of this part of this Article shall be cancelled.

37. THE instrument of transfer of any shares shall be in writing in the common form or in such other form as the Board shall approve.

38. UPON the consent of the Directors being given to the transfer of any group of shares and upon the submission thereof to the Company together with the Certificate of Title to such group of shares and such other evidence (if any) as the Directors shall require in proof of the title of the transferor or his right to transfer the shares and the requisite fee prescribed (if any) then as instructed by the Directors the Secretary or other the authorised officer of the Company may cancel such Certificate of Title and issue a new Certificate of Title in favour of the transferee.

PROVIDED HOWEVER that upon the cancellation of any share Certificate such cancellation shall be confirmed at the next meeting of the Directors following such cancellation and a record of such cancellation and confirmation shall be kept by the Company.

39. THE share register may upon notice being given to the members be closed during such time as the Board may think fit not exceeding in the whole thirty days in each year.

40. THE executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to his shares and in the case of the death of any one or more of the joint holders of any shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

41. SUBJECT to the provisions of the Stamps Act any person becoming entitled to any share or shares in consequence of the death bankruptcy or liquidation of any member or any person becoming entitled in equity to any share or shares in consequence of any change of trusteeship in respect of such share or shares upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Directors think sufficient may be registered as a member in respect of such shares or may subject to the regulations as to transfers hereinbefore contained transfer such shares. This clause is hereinafter referred to as the "Transmission Clause".

INCREASE REDUCTION AND ALTERATION OF CAPITAL

42. THE Company in General Meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

43.(a) Any new shares shall be in the first instance offered pro rata among the then existing members according to the number of shares for which they may then be registered and upon such terms as may be prescribed by the Company by Special Resolution but if no such terms shall be prescribed then upon such terms as the Directors may think fit. If any member shall not testify his acceptance of such offer in the form within the time and upon the terms appointed and prescribed such offer shall be deemed to be cancelled and the Directors may offer the shares thereby offered to other members of the Company in such manner as they may think most beneficial to the interests of the Company.

(b) Notwithstanding anything hereinbefore contained any new shares allotted and issued pursuant to the provisions of part (a) of this Article (hereinafter called "additional new shares") shall be allotted and issued only to a member being registered or entitled to be registered as the proprietor in fee simple of a residential flat referred to in Article 4 and shall be held by the member to whom such additional new shares have been allotted and issued as part of the group or groups of shares held by him as in Article 4 provided and such additional new shares shall be and be deemed to be for all the purposes of these Articles part of such group or groups of shares. Additional new shares shall not confer on the holder thereof any more extensive right of voting than that

to which he was entitled immediately prior to his becoming registered as the holder of such additional new shares.

44. THE Company in General Meeting may before the issue of any new shares determine that the same or any of them shall be offered in the first instance and either at par or at a premium to all the then holders of any class of shares in proportion to the amount of capital held by them or make any other provisions as to the issue and allotment of the new shares; but in default of any such determination and so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original capital.

45. EXCEPT so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the shares in the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments transfer and transmission forfeiture lien surrender and otherwise.

46. THE Company may from time to time by special resolution reduce its capital and any capital redemption reserve fund in any manner and with and subject to any incident authorised or consent required by law provided that if at any time any part of the issued capital of the Company shall consist of preference shares no repayment of preference capital shall be made to the holders of such shares without the sanction of the holders of at least three-fourths of the nominal value of such shares given in accordance with Article 48 hereof.

47. SUBJECT to the provisions of the Companies Act the Company may-

- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
- (b) Subdivide its shares or any of them into shares of smaller amount than is fixed by the Memorandum.
- (c) Cancel shares not taken or agreed to be taken by any person or which have been forfeited.

MODIFICATION OF RIGHTS

48. WHENEVER the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares all or any of the rights and privileges attached to each class may subject to the provisions of Section 65 of the Companies Act be modified commuted affected abrogated or dealt with with the sanction of a resolution passed by the holders of at least three-fourths in nominal value of the issued shares of the class at a separate General Meeting of the holders of shares of that class convened for the purpose and all the provisions hereinafter contained as to general meetings shall mutatis mutandis apply to every such meeting. Provided that if a quorum be not present at any such general meeting or if such resolution be not passed by the necessary majority all or any of such rights and privileges may be modified commuted affected abrogated or dealt with by agreement between the company and any person purporting to contract on behalf of such class provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class within two calendar months from the date of such meeting.

GENERAL MEETINGS

49. GENERAL meetings shall be held once in every calendar year and not more than fifteen months after the holding of the last preceding general meeting and at such times and places as the Directors may determine.

50. THE General Meetings referred to in the last preceding clause shall be called ordinary meetings; all other meetings of the Company shall be called extraordinary meetings.

51. THE Directors may whenever they think fit convene an extraordinary meeting and they shall on the requisition of members of the Company holding at the date of the deposit of the requisition not less than one-tenth of such of the paid up capital of the Company as at the date of the deposit carries the rights of voting at general meetings of the Company forthwith proceed to convene an extraordinary general meeting and in the case of such requisition the provisions of Section 137 of the Companies Act shall apply.

52. WHERE it is proposed to pass a special resolution twenty-one clear days' notice and in other cases seven clear days' notice specifying the place day and hour of meeting and in case of special business the general nature of such business shall be given to the members by notice sent by post or otherwise served as hereinafter provided.

53. WITH the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

54. THE accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at such meeting.

PROCEEDINGS AT GENERAL MEETINGS

55. TWO members personally present shall be a quorum for a general meeting and no business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of business.

56. THE business of an ordinary meeting shall be to receive and consider any account or balance sheet and report of the Directors and auditors that may be submitted and to elect Directors and other officers in the place of any who may be retiring and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting shall be deemed special.

57. ANYTHING which under these Articles or under the Companies Act may be done by the Company in General Meeting may be done either at an ordinary or extraordinary general meeting provided that due notice be given in accordance with these Articles.

58. IF within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon such requisition as aforesaid or for the purpose of passing a special resolution shall be dissolved and in any other case it shall stand adjourned to the same day in the next week and the same time and place.

59. THE Chairman of Directors shall be entitled to take the chair at every general meeting or if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting the members present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take the Chair then the members present shall choose some one of their number to be Chairman.

60. THE Chairman may with the consent of the meeting adjourn any meeting from time to time and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

61. IF any General Meeting except a meeting adjourned for want of a quorum shall be adjourned for more than seven days notice of such adjournment shall be given to all the members in the same manner as notice was given of the original meeting.

62. EVERY question submitted to a meeting shall unless the Chairman otherwise thinks fit be decided in the first instance by a show of hands. In case of an equality of votes the Chairman shall not on a show of hands or at a poll have a casting vote in addition to the vote or votes to which he may be entitled as a member.

63. AT any General Meeting unless a poll is demanded by any member present personally or by proxy or attorney and entitled to vote thereat a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the books of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. But the Chairman shall be under no obligation to make any such declaration if he consider it desirable that the question shall be decided on a poll and in such case he shall direct a poll to be taken.

64. IF a poll is demanded or directed as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the Meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final conclusive.

65. ANY poll demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

66. THE demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

67. ONLY members being the holders of groups of shares referred to in Article 4 hereof shall be entitled to vote at meetings of the Company and every member being the holder of a group of shares as aforesaid present personally or by proxy shall have one vote for every such group of shares held by him.

68. NO member not personally present shall be entitled to vote on a show of hands unless such member is a corporation present by a proxy or a company present by a representative duly authorised under the provisions of the Companies Act in which case such proxy or representative may vote on the show of hands as if he were a member of the Company.

69. ANY person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or that the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

70. WHERE there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy or attorney in respect of such shares as if he were solely

72. THE instrument appointing a proxy shall be in writing under the hand of the member or his duly appointed attorney or if such member is a corporation under its Common Seal or the hand of its attorney or Managing Director.

74. ANY instrument appointing a proxy shall be in the form or to the effect following:-

75. A vote given in accordance with any instrument of proxy or a power of attorney hereinafter mentioned shall be valid notwithstanding the previous death of the principal or revocation of the proxy or power of attorney or transfer of the shares in respect of which the vote is given provided no intimation in writing of the death revocation or transfer shall have been received at the office.

ATTORNEY OF MEMBERS

78. THE attorney so appointed as aforesaid may while the power of attorney shall remain in force attend at and take part in the

proceedings of and vote at all meetings of the Company in the same manner as the constituent himself could do if personally present.

DIRECTORS

79. UNTIL otherwise determined by the Company in General Meeting the number of Directors shall be not less than two nor more than a number equal to the number of groups of shares issued in respect of the several stratum estates comprised in the subdivision.

80. WHILE it is the holder of any shares in the Company the Vendor shall have the right to nominate by notice in writing the Chairman of Directors and one other Director and by notice in writing to remove such Chairman and other Director and nominate others in their place.

81. THE holder of a group of shares referred to in Article 4 hereof shall be entitled to become a Director of the Company or if a corporation to nominate a Director or if there be more than one joint holder of a group of shares the holders shall be entitled to nominate one of their number to be a Director of the Company. Upon receipt by the Secretary of notice in writing of a shareholder's election to become a Director or of a corporation or joint shareholders' nomination such shareholder or nominee shall become a Director of the Company. Save as hereinbefore provided there shall be no share qualification for a Director.

82.(a) The Directors shall be paid out of the funds of the Company as remuneration for their services such fixed sum as the Company in General Meeting shall from time to time determine and such remuneration shall be divided amongst them in such proportions and manner as the Directors shall determine and in default of determination equally between them. The Directors shall not be paid as remuneration for their services as Directors a commission on the profits or turnover of the Company and the Directors shall not have power to fix a salary or allowance to the Chairman in addition to the Directors' remuneration authorised by the Articles or by the Company in General Meeting. If at any time it is proposed to increase the remuneration of the Directors specific notice of such proposal shall be given in the notice convening the General Meeting at which it is proposed to move the resolution for that purpose.

(b) The Directors shall also be reimbursed their reasonable travelling hotel and out of pocket expenses of and incidental to attending and returning from Board and Committee Meetings and any journey undertaken by direction of the Board while employed on the Company's business.

(c) Any Director who being willing shall be called upon to perform extra services or who may be employed by or on behalf of the Company in any capacity other than that of an ordinary Director shall be paid such fixed sum of additional remuneration as may be determined by the Directors. Such additional remuneration may be by way of a payment in accordance with the service rendered or of a salary or commission or participation in profits or by all or any of these modes.

83. THE continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum above fixed the Directors shall not except for the purpose of filling vacancies or of summoning a general meeting of the Company act so long as the number is below the minimum.

84. NO auditor and no person being a partner or employer or employee of any auditor of the Company shall be eligible to be elected or appointed as a Director or alternate Director of the Company.

85.(a) No Director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which this Company shall be a shareholder or otherwise interested or from contracting with the Company either as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into or proposed to be entered into by or on behalf of the Company in which any Director shall be in any way directly or indirectly interested be avoided nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his interest must be declared by him at the meeting of the Directors at which the contract or arrangement is first taken into consideration if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest. If a Director becomes interested as aforesaid in a contract or arrangement after it is made or entered into the disclosure of his interest shall be made at the first meeting of the Directors held after he becomes so interested.

(b) A Director may vote in respect of any contract or arrangement in which he is so interested as aforesaid.

(c) A General Notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this Article as regards such Director and the said transactions and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

(d) A Director shall not for the purposes of this Article be deemed to be interested or to have been at any time interested in any contract or proposed contract relating to any loan to the Company merely by reason of the fact that he has guaranteed or joined in guaranteeing the repayment of such loan or any part of such loan.

(e) It shall be the duty of a Director who holds any office or possesses any property the holding of which office or possession of which property might whether directly or indirectly create duties or interests in conflict with his duties or interest as a Director to declare at a meeting of the Directors the fact of his holding the office or his possession of the property and the nature character and extent of the conflict.

(f) The declaration required by the last preceding sub-clause shall be made at the first meeting of the Directors held after he becomes a Director or (if already a Director) after he commenced to hold the office or possess the property aforesaid.

(g) It shall be the duty of the Secretary to record in the minutes of the meeting all declarations made under sub-clauses (a) and (e) and all notices given under sub-clause (c) of this Article.

(h) The duties and obligations imposed by this Article are in addition to those imposed by Section 123 of the Companies Act.

DISQUALIFICATION OF DIRECTORS

86. THE Office of Directors shall be ipso facto vacated:-

- (a) If he becomes bankrupt or insolvent;
- (b) If he be declared lunatic or confined in a lunatic asylum or in gaol as a lunatic;
- (c) If by notice in writing to the Company he resign his office;

(d) If he becomes prohibited from being a Director by reason of Section 122 of the Companies Act.

87. THE Directors for the time being shall continue in office subject only to the provisions of Articles 86 and 88 hereof.

88. A Director holding office by virtue of the provisions of Article 81 hereof shall cease to be a Director if such Director or the holder or holders of the group of shares nominating him cease to hold the group of shares in respect of which he holds office or was nominated or if any other person becomes registered as the proprietor of such group of shares.

PROCEEDINGS OF DIRECTORS

89. THE Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit and may from time to time determine the quorum necessary for the transaction of business. Except as hereinafter provided and until otherwise directed two Directors shall be a quorum.

90. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of Directors.

91. NOTICE of every Directors' meeting shall be sent to each Director and/or alternate Director who is within the Commonwealth of Australia but it shall not be necessary to give notice of a meeting of the Directors to a Director who is absent from the Commonwealth of Australia.

92. QUESTIONS arising at any meeting of the Directors shall be decided upon by a majority of the votes of the Directors present at such meeting. In case of an equality of votes the Chairman shall have a second or casting vote unless the number of Directors present shall be two or less than two.

93. SUBJECT to Article 80 the Directors may elect a Chairman of their meetings but if no such Chairman is elected or if at any meeting the Chairman is not present at the time appointed for holding the same the Directors present shall choose some one of their number to be Chairman of such meeting.

94. THE Board shall cause minutes to be duly entered in books provided for the purpose:

- (a) of all appointment of officers;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors and of all declarations made and notices given by Directors in accordance with any provisions of the Companies Act;
- (c) of all orders made by the Directors and committees thereof;
- (d) of all resolutions and proceedings of general meetings and of meetings of Directors and Committees.

AND any such minutes of any meeting of the Board or of any Committee or of the Company if purporting to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

95. EVERY resolution and order of a meeting of Directors or a Committee of Directors at which a quorum is present shall be deemed a resolution or order of all the Directors or of the Committee as the case may be.

96. THE Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors.

97. THE meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding clause.

98. ALL acts done at any meeting of the Directors or of a Committee of the Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Directors or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and qualified.

99. A resolution in writing signed by all the Directors who are within the Commonwealth of Australia shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

100. A Director may attend and vote by proxy at any meeting of the Directors provided that such proxy is a Director of the Company and has been appointed by writing under the hand of the appointer. Such appointment may be general or for any particular meeting or meetings.

101. EACH Director shall have power from time to time to nominate any person approved for that purpose by the Board of Directors to act as an alternate Director in his place and at his discretion to suspend or remove any such alternate Director and on such appointment being made the alternate Director shall have the same rights and powers and be subject in all respects to the same terms and conditions as exist with reference to the other Directors of the Company and each alternate Director whilst acting in the place of the Director whom he represents shall observe and discharge all the duties of such Director. Any appointment suspension or removal under this Article shall be effected by notice in writing under the hand of the Director making the same and delivered to the Company or in the alternative by such other means as shall be acceptable to the Directors. Every person acting as an alternate Director shall be responsible to the Company for his acts and defaults (if any) and shall not be or be deemed to be the agent of the Director by whom he was appointed. An alternate Director shall be paid such remuneration for his services as such as the Directors determine.

MANAGING DIRECTOR

102. THE Directors may from time to time appoint one or more of their body to be Managing Director or Directors of the Company either for a fixed term (not exceeding five years) or without limitation as to the period for which he is or they are to hold office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

103. SUBJECT to the provisions of any contract between him and the Company a Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he cease to hold the office of Director from any cause he shall ipso facto and immediately cease to be a Managing Director.

104. THE remuneration of a Managing Director or other executive Director shall subject to the provisions of any contract between him and the Company from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or by any or all of these modes but shall not be by way of a commission on turnover.

105. THE Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient collaterally with all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw alter or vary all or any of such powers.

POWERS OF DIRECTORS

106.(a) THE management of the business of the Company shall be vested in the Directors who may in addition to the particular powers herein conferred upon them exercise all such powers of the Company and do all such acts and things as may be exercised or done by the Company and are not by the Companies Act or by the Regulations for the time being of the Company expressly required to be exercised or done by the Company in general meeting subject nevertheless to the Articles of Association of the Company for the time being and to the provisions of the said Act and to any regulations not being inconsistent with these presents from time to time made by the Company in General Meeting provided that no such regulations shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

106.(b) WITHOUT limiting the generality of the foregoing the Directors shall be empowered to determine all sums payable by any member to the company pursuant to the provisions of any service agreement for the time being in force and affecting the stratum estate owned by such member.

BORROWING POWERS

107. THE Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

108. THE Directors may raise or secure the payment or repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stock (terminable or perpetual) of the Company or any mortgage charge or other security on the undertaking or the whole or any part of the property and assets of the Company (both present and future) including its uncalled and/or unpaid capital for the time being.

109. IF the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

LOCAL MANAGEMENT

110. THE Board may from time to time provide for the management of the affairs of the Company in any place out of Australia in such manner as they think fit.

111. THE Company may exercise the powers conferred by Section 157 of the Company Act and such powers shall accordingly be vested in the Directors and the Company may cause to be kept in any country state or colony outside of Victoria a branch register of members. The Directors may subject to Section 157 of the Companies Act make such provisions as they think fit respecting the keeping of such branch register and the Directors may from time to time make such provisions as they think fit relating thereto and may comply with the requirements of any local law.

112. THE Company may have for use in any territory district or place not situate in Victoria an official seal which shall be a facsimile of the Common Seal of the Company with the addition on its face of the name of every territory district or place where it is to be used. The provisions of Section 35(5) of the Companies Act shall apply in relation to any such official seal.

SECRETARY

113. A Secretary shall be appointed by the Directors. The Directors may at any time appoint a temporary substitute for the Secretary who shall for the purposes of these presents be deemed to be the Secretary.

AUTHENTICATION OF DOCUMENTS

114. THE Directors shall provide for the safe custody of the seal and the seal shall never be used except by the authority of the Directors or a Committee of the Directors previously given. Every instrument to which the seal is affixed shall be signed by one Director at the least and countersigned by the Secretary or some other person appointed by the Directors.

115. THE Directors may from time to time determine by whom and in what manner Bills of Exchange Promissory Notes and other negotiable or transferable instruments shall be accepted made drawn or endorsed for and on behalf of the Company.

DIVIDENDS

116. THE Directors may before declaring or recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve to meet contingencies or for equalising dividends or for special dividends or for repairing improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and the Directors may invest the sums so set aside upon such investments (other than shares of the Company) as they may think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve into such special funds as they think fit with full power to employ the assets constituting the reserve funds in the business of the Company and that without being bound to keep the same separate from the other assets of the Company and any such funds may be resorted to for dividends or for payment of a bonus whenever the Directors shall think it safe and proper to do so or for such other purposes to which such funds may be applied as the Directors shall in their absolute discretion think fit. And the whole or any part of the undivided profits or of any reserve or other funds may with the sanction of the Company in ordinary or extraordinary general meeting by ordinary resolution be converted into capital of the Company and fully or partly paid shares in respect thereof issued to the members in proportion to their respective rights and interests.

117. SUBJECT to the provisions of the preceding Article as to reserves and subject to the rights of members entitled to shares issued upon special conditions the profits of the Company shall be divisible among the members in proportion to the amount paid up or credited as paid up on the shares held by them respectively. Provided always that (subject as aforesaid) any capital paid up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment and provided further that where capital is paid up in advance of calls and carries interest it shall not also share in profits.

118. THE Directors may declare a dividend to be paid to the members according to their rights and interests in the profits and

may fix the time for payment. The Company in General Meeting may also declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment but such declaration may be made only on a recommendation of the Directors and the dividend declared shall not exceed the dividend recommended.

119. THE Directors may from time to time pay to the members such interim dividends as in their opinion the position of the Company justifies.

120. WHEN declaring a dividend the Directors or the Company in general meeting may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares debentures or debenture stock of the Company or paid up shares debentures or debenture stock of any other Company or in any one or more of such ways. The Company in general meeting may exercise the powers conferred by this Article only pursuant to and in accordance with a recommendation of the Directors.

121. THE Directors or the Company in General Meeting may resolve that any moneys investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised fund. The Company in General Meeting may exercise the powers conferred by this clause only pursuant to and in accordance with a recommendation of the Directors.

122. FOR the purpose of giving effect to any resolution under the last two preceding Articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less than one pound may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with the provisions of the Companies Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised funds and such appointment shall be effective.

123. ON the declaration of a dividend the Directors may give notice of their intention to apply the same or any part thereof in paying up pro tanto the capital uncalled on the shares in respect of which the dividend is declared and the Directors may apply the same accordingly.

124. THE Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts in respect of which the lien exists.

125. WHEN declaring a dividend the Directors may make a call on the members of such amount as they think proper but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Directors and the member be set off against the call.

126. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

127. THE Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

128. IN case several persons are registered as the joint holders of any share any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

129. UNLESS otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled or in the case of joint holders to that one whose name stands first on the register in respect of the joint holding and every cheque so sent shall be made payable to the order of the person to whom it is sent.

130. NOTICE of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned. Subject to the Statutes all dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No dividend shall carry interest as against the Company.

ACCOUNTS REPORTS ETC.

131. THE Directors shall cause true accounts to be kept of all the receipts and expenditure of the Company and the matters in respect of which such receipts and expenditure respectively take place and of the assets credits and liabilities of the Company and shall distribute copies of balance sheets as required by Section 164 of the Companies Act. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall at all times be open to inspection by the Directors.

132. THE Directors shall from time to time (subject to the provisions of the Companies Act and the Company's Articles) determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members and no member shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by a resolution of the Company in General Meeting and no member not being a Director shall be entitled to require or receive any information concerning the business trading or customers of the Company or any trade secret or secret process of or used by the Company.

NOTICES

133. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter envelope or wrapper addressed to such member at his address as entered in the register.

134. EACH member whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Company an address within the State of Victoria which shall

be deemed his registered place of address within the meaning of the last preceding clause.

135. ALL notices directed to be given to the members when served personally or through the post shall with respect to any share to which the persons are jointly entitled be given to whichever of such persons is named first in the register and notices so given shall be sufficient notice to all holders of such shares.

136. ANY notices sent by post shall be deemed to have been served on the day following that on which it was posted and in proving such service it shall be sufficient to prove that it or the envelope or wrapper containing it was properly addressed and put in the Post Office or other public postal receptacle. A certificate in writing signed by any manager secretary or other officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

137. EVERY person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall have been duly given to the person from whom he derives his title to such shares.

138. ANY notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any such shares.

139. THE signature to any notice to be given by the Company may be written or printed.

140. WHERE a given number of days' notice or notice extending over any other period is required to be given the day of service shall unless it is otherwise provided be counted in such number of days or other period.

141. ALL summonses process orders and judgments and notices in relation to any legal proceedings by the Company or its liquidators against any member not in Victoria (whether a British subject or not) may be served by registered post and the foregoing provisions as to notices shall apply mutatis mutandis and such service shall be considered for all purposes to be personal service.

WINDING UP

142. IF the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among its members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

143.(a) IF the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of a special resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.

(b) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a resolution passed pursuant to the provisions of the Companies Act relating to the granting of authority to liquidators to accept shares and the like as consideration for the sale of the property of the Company.

(c) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

REBATES

144. THE Directors may from time to time by resolution decide that any or all of the service charges or maintenance contributions or other charges or payments payable to the Company by the persons being the owners purchasers or occupiers of the residential flats referred to in Article 4 hereof shall be waived or reduced by a certain proportion in respect of the payment or payments as shall be specified in the resolution of Directors. Upon such resolution being passed the amount or amounts otherwise payable to the Company under any agreement with the Company shall in respect of the payment or payments therein specified be waived or reduced as in the resolution specified.

INDEMNITY

145. EVERY Director manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director manager officer or auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 365 of the Companies Act in which relief is granted to him by the Court.

CAR PORTS AND CAR PARKING SPACES

146. (a) THE Company shall grant to such members of the Company or persons purchasing on terms any shares in the Company as the Vendor may designate a lease or licence for the purposes of car parking of the car parking spaces on the said land such lease to be in such form at such rental (if any) for such period or periods as the Vendor may prescribe or subject to the Vendor's right of prescription as the Directors may determine.

(b) Any such lease or licence may authorize the lessee or licensee to erect a carport on the car parking space so leased or licenced.

(c) The Directors may at the expense of all those persons willing to contribute or if all members of the Company shall unanimously agree at the expense of the Company cause one or more carports to be erected on the said land for the use of members of the Company in general or of a specific lessee or licensee.

S C H E D U L E

Flat No. 1.	Shares Nos. 1 - 100
Flat No. 2.	Shares Nos. 101 - 200
Flat No. 3.	Shares Nos. 201 - 300
Flat No. 4.	Shares Nos. 301 - 400
Flat No. 5.	Shares Nos. 401 - 500
Flat No. 6.	Shares Nos. 501 - 600
Flat No. 7.	Shares Nos. 601 - 700
Flat No. 8.	Shares Nos. 701 - 800
Flat No. 9.	Shares Nos. 801 - 900
Flat No.10.	Shares Nos. 901 - 1000
Flat No.11.	Shares Nos.1001 - 1100
Flat No.12.	Shares Nos.1101 - 1200
Flat No.13.	Shares Nos.1201 - 1300
Flat No.14.	Shares Nos.1301 - 1400
Flat No.15.	Shares Nos.1401 - 1500
Flat No.16.	Shares Nos.1501 - 1600
Flat No.17.	Shares Nos.1601 - 1700
Flat No.18.	Shares Nos.1701 - 1800
Flat No.19.	Shares Nos.1801 - 1900
Flat No.20.	Shares Nos.1901 - 2000
Flat No.21.	Shares Nos.2001 - 2100
Flat No.22.	Shares Nos.2101 - 2200
Flat No.23.	Shares Nos.2201 - 2300
Flat No.24.	Shares Nos.2301 - 2400
Flat No.25.	Shares Nos.2401 - 2500
Flat No.26.	Shares Nos.2501 - 2600
Flat No.27.	Shares Nos.2601 - 2700
Flat No.28.	Shares Nos.2701 - 2800

WE the undersigned being the subscribers to the Memorandum of Association of the Company adopt the foregoing Articles as the Articles of Association of the Company.

SUBSCRIBERS' SIGNATURES

WITNESS

ARNOLD BLOCH

MERYLL WODETZKI
Flat 14, 84 Brixton Rd
Glen Iris.

JUDITH MARJORIE BOWMAN

MERYLL WODETZKI

00-16-15 505501 11500

17 F 1012-11-1-0

C387736

THIS DEED made on the date set out in the second Schedule
BETWEEN the party named and described in the second Schedule
as the Service Company (hereinafter called "the Service Company")
which expression shall where the context so admits include its
successors transferees or other the Owner or registered
proprietor for the time being of the land described in the second
Schedule as the Servient Property (hereinafter called "the
Servient Property") of the one part AND the party named and
described in the second Schedule as the Owner (hereinafter called
"the Owner") which expression shall where the context so admits
include his legal personal representatives and transferees or
other the Owner or registered proprietor for the time being of
the land described in the second Schedule as the Owner's land
(hereinafter called "the Owner's land") of the other part
WHEREAS the Owner is registered or entitled to be registered as
the proprietor of an estate in fee simple in the Owner's land
and the Service Company is registered or entitled to be regis-
tered as the proprietor of an estate in fee simple in the
Servient Property AND WHEREAS the Service Company has agreed to
grant to the Owner certain rights over the Servient Property for
such term and subject to such conditions as hereinafter appear
and the Owner and the Service Company have agreed to enter into
such mutual covenants and agreements with respect to such rights
and otherwise as are hereinafter contained NOW THIS DEED

WITNESSETH as follows:-

1. IN consideration of the covenants by the Owner hereinafter
contained the Service Company HEREBY GRANTS unto the Owner for
himself and his successors in title the Owners or occupiers from
time to time of the Owner's land for the purpose of domestic
use and convenience incident to the occupation of the said land
but not further or otherwise and in common with the other Owners
and occupiers of the land comprised in the Plan of Subdivision
of which the Owner's land forms part but subject to the
covenants restrictions and covenants hereinafter contained
FIRST the right to go pass and repass ascend and descend through

over or in the pathways and driveways on the Servient Property and the common passages and stairways (if any) in the building on the Servient Property SECONDLY full and free running and passage of water soil gas electricity and refrigeration through and along such parts of the main water and other pipes sewers drains tubes and wires leading to or from or serving the Owner's land as pass through over or under any part of the Servient Property the right to use the garden and rotary hoist laundries toilet and lifts (if any) on the Servient Property but subject to any regulations as to the use thereof made from time to time by the Directors of the Service Company THIRDLY the right to instal maintain and use for or in connection with the provision or supply to the Owner's land of water or hot water any tank or cistern on the Servient Property installed for or in connection with the provision or supply of water or hot water to the Owner's land AND FOURTHLY the right to instal and maintain on the Servient Property a wireless aerial and a television antenna and such wiring as may be necessary therefor provided that the installation thereof and such aerial antenna and wiring shall accord with all regulations by-laws and enactments relating thereto from time to time in force and shall be first approved of by the Directors of the Service Company TO HOLD the premises unto the Owner (and so that the said premises shall be appurtenant to the Owner's land) for the term of Nine hundred and ninety-nine years from the date hereof.

2. IN consideration of the covenants by the Owner hereinafter contained the Service Company hereby covenants with the Owner as follows:-

- (1) That the Service Company will at all times during the said term (save only during such period if any as such insurance as is hereinafter mentioned may be avoided by any act of the Owner) insure and keep the Servient Property and the buildings erected on the land and every part of the land comprised in the aforesaid Plan of Subdivision insured against loss or damage by fire

in some insurance office of repute so that the same is from time to time insured in the full value thereof and will at any reasonable time of the day at the request of the Owner produce to him or his agent the policy of insurance and the receipt for the current year's premium and will cause all moneys received under any such policy to be laid out in rebuilding and reinstating any building erected on the land aforesaid or any part thereof as and when such rebuilding or reinstating may be necessary by reason of destruction or damage caused by fire.

(2) That the Service Company will at all times during the said term repair and maintain in good repair and condition the driveways pathways passages and stairways (if any) on and forming part of the Servient Property and the walls and ceilings of the said passages and stairways.

(3) That the Service Company will at all times during the said term repair and maintain in good repair and condition the foundations and the roofs and the exterior of the outer walls of the buildings erected on and forming part of the land comprised in the Plan of Subdivision of which the Owner's land the Servient Property form part and the pipes and drains on the Servient Property and leading therefrom.

(4) That the Service Company will at all times during the said term cultivate tend and keep in proper and tidy condition the gardens and paths on the Servient Property and repair and maintain in good repair and condition any sheds structures and buildings or part thereof on and forming part of the Servient Property and the walls and fences on the boundaries of the land comprised in the aforesaid Plan of Subdivision.

(5) That the Service Company will keep and maintain all outside paintwork of the buildings erected on and

forming part of the land comprised in the aforesaid Plan of Subdivision in good and reasonable condition.

- (6) That the Service Company will at all times during the said term pay all Municipal, Melbourne and Metropolitan Board of Works rates, State Land Tax and other rates, taxes charges and impositions including excess water charges which shall be assessed to or levied from the Service Company in respect of the residual land or any of the land comprised in the said Plan of Subdivision.
- (7) That the Service Company will at all times during the said term maintain in good repair and proper working order all lights wiring meters switches and other apparatus used for the purpose of lighting and driveways pathways passages stairways and laundries on the Servient Property and pay all charges payable in respect of electricity consumed and apparatus used and expended for the purpose aforesaid.
- (8) That the Service Company will at all times during the said term maintain in good repair and proper working order all copper troughs boilers and other equipment on the Servient Property (other than any apparatus or equipment for the provisions of hot water and any apparatus and wires used in or about wireless and television reception and any cistern servicing exclusively one Lot on the aforesaid Plan of Subdivision) and all pipes drains tubes sewers and wires leading to or from and serving the Owner's land and will pay all charges payable for gas and electricity consumed in the course of the use of such apparatus and equipment as aforesaid and for the repair renewal or reinstatement thereof PROVIDED that the Owner shall maintain in good repair and proper working order all apparatus and equipment for the provision of gas electricity water hot water and telephone services on the Owner's land and all sewerage and sanitary equip-

ment and apparatus thereon and any equipment or apparatus for the provision of hot water and any apparatus and wires used in or about wireless and television reception and any cistern on the Servient Property serving exclusively the Owner's land and all drains pipes tubes sewers and wires which are on and terminate in and serve the Owner's land and shall pay all charges payable for gas and electricity consumed for the purpose aforesaid and for the repair renewal or reinstatement of such apparatus and equipment AND PROVIDED further that the Service Company shall be entitled to charge to the Owner and the Owner shall pay to the Company in such manner as the Company shall deem expedient for gas and electricity consumed by the Owner in using any equipment on the Servient Property.

- (9) That without prejudice to the generality of the covenants by the Service Company hereinbefore contained the Service Company will at all times during the said term execute all necessary and proper repairs to the Servient Property.

2. IN consideration of the covenants on the part of the Service Company hereinbefore contained the Owner hereby covenants with the Service Company as follows:-

- (1) The Owner shall pay to the Service Company service charges and maintenance contributions of such amounts at such times and in such manner as the Board of Directors shall by resolution in accordance with the Articles of Association of the Service Company from time to time determine.
- (2) As and by way of security for the due performance of the covenants herein contained and on the part of the Owner to be performed the Owner shall deposit with the Company such sum on the last day of March, June, September and December in each year as the Board of Directors may by resolution in like manner determine

and all sums so deposited shall be credited to the Owner's Guarantee Account and subject to the terms hereof shall be held upon trust for the Owner or the successors in title provided that the Owner shall not be entitled to withdraw any moneys from the Guarantee Account save and except in accordance with the provisions of Paragraph 3 of this Clause and Clause 6 of this Agreement.

- (3) Upon the Owner paying to the Service Company any sum pursuant to the provisions of Paragraph 1 of this Clause and so long as the Owner shall not be in default in the performance of any covenants contained in this Deed and on the part of the Owner to be performed the Service Company shall refund to the Owner a like sum which shall be debited to the Owner's Guarantee Account.
- (4) To pay during the said term all rates and charges including excess water charges levied on the Owner in respect of the Owner's land.
- (5) Not to do or suffer to be done on the Owner's land any act or thing by reason or in consequence of which any increased or extra premium may become payable for the insurance of any building or buildings on the Servient Property on the Owner's land or on the land or any part of the land comprised in the aforesaid Plan of Sub-division or any part thereof against loss or damage by fire or any policy for such insurance may become void or voidable.
- (6) To observe and perform the covenants set out in the first Schedule.
- (7) In the event of default being made by the Service Company in discharging any of its obligations pursuant to Clause 2(6) hereof he shall become jointly and severally liable with the Service Company to pay and discharge any such liability of the Service Company and may either deduct any amount so paid from any amount

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due and owing by him to the Service Company or recover the same from the Service Company as a civil debt recoverable summarily.

4. IF any sum or sums payable by the Owner or any part thereof respectively shall be in arrear for fourteen days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Owner shall at any time fail or neglect to perform or observe any of the covenants or agreements on his part to be observed and performed as hereinbefore contained or shall become bankrupt or being a Company shall enter into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then and in any such case the Service Company may after fourteen days notice in writing to the Owner has been given specifying the default determine this Deed and exclude the Owner from the exercise or enjoyment hereunder of the rights hereby granted and may thenceforth hold and enjoy the Servient Property as if this Deed had not been made and entered into AND in addition thereto it shall be lawful for the Service Company but without prejudice to any other remedy or power available to it in respect of such default and notwithstanding any actual or constructive waiver of any previous cause or right of entry or re-entry or of any other right or claim to enter on the Owner's land or any part thereof in the name of the whole and thereafter to execute and do such works acts and things (if any) on the Owner's land as shall be necessary or proper for remedying any such default and to take and remain in the possession or receipt of the rents and profits thereof until thereby or otherwise all sums of money expended on or about such works acts or things as aforesaid together with all costs and expenses occasioned by the exercise of this power shall have been fully paid and satisfied: PROVIDED that if the registered proprietor of the Owner's land or other person entitled to possession of the Owner's land shall at any time pay to the Service Company all amounts owing to the Service Company by the Owner

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at the date of the determination of this Deed or so much thereof as shall from time to time remain unsatisfied all amounts that would have been payable by the Owner if this Deed had not been determined and such costs and expenses incurred by the Service Company in or about or as a result of such determination or so much thereof as shall from time to time remain unsatisfied together with interest on such sums at the rate of eight per centum per annum and shall remedy any breach of covenant on the Owner's part to the satisfaction of the Directors of the Service Company or where it is incapable of remedy shall provide an adequate monetary compensation for such breach then the Service Company will at the cost and expense of such registered proprietor or other person entitled to possession of the Owner's land enter into a Deed with such registered proprietor or other person entitled to possession containing the same terms conditions and covenants as are herein contained.

5. THE Owner and his legal personal representatives shall remain personally liable to perform the conditions covenants and agreements herein contained and to pay the service charge and maintenance contribution hereinbefore reserved and covenanted to be paid notwithstanding any assignment by the Owner or his personal representatives of his interest hereunder PROVIDED that if the Owner transfer his interest in the Owner's land and such successor in title become the registered proprietor of the Owner's land then without prejudice to the liability of such successor in title for all arrears owing under this Deed as at the date of transfer upon the successor in title executing a Deed with the Service Company to observe and perform the conditions covenants and agreements on the Owner's part herein contained and upon the successor in title establishing with the Service Company a Guarantee account with a credit equal to the sum which the Board of Directors determines to be owing or payable by the Owner under the terms of this Agreement, the Service Company shall refund to the Owner the amount standing to his credit in his Guarantee Account and shall release the

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Owner from all liability in respect of any service charge or contribution payable after the date of such Deed and in respect of the observance or performance of any condition covenant and agreement herein contained after the date of such Deed.

6. THE Service Company hereby further covenants with the Owner that the Owner paying the service charges and contributions hereby by him agreed to be paid and performing and observing the covenants and agreements on the part of the Owner to be observed and performed hereinbefore contained shall during the said term peaceably and quietly hold and enjoy the said premises without any interruption or disturbance by the Service Company or any person or persons claiming through under or in trust for the Service Company.

7. THE Service Company hereby further covenants with the Owner that it will at the request and at the expense of the Owner during the said term enter into a covenant with any mortgagee of the Owner's land that it will grant to the said Mortgagee entering into possession of the Owner's land pursuant to the terms of the mortgage or to any person entitled to possession of the Owner's land by reason of or as a result of the exercise by the mortgagee of any power therein contained the same rights on the same terms and subject to the same conditions as are herein contained so long as the said mortgagee or other person entitled to possession shall remain in possession or entitled to the Owner's land.

8. IF any dispute shall arise between the Service Company and the Owner whether in relation to the interpretation of this Deed or to any act or omission of either party hereunder or in relation to any other matter or thing touching the obligations and covenants herein contained or if the consent of the Board of Directors to any matter or thing which is pursuant to the covenants contained in the Schedule hereto prohibited or restricted except with the consent in writing of the Board of Directors is in the opinion of the Owner unreasonably or unnecessarily with-

held or refused then such dispute matter or question shall be referred to a single arbitrator in case the parties agree upon one otherwise to two arbitrators one to be appointed by the Owner and the other to be appointed by the Board of Directors. Such arbitration shall be on the terms and subject to the provisions of the Arbitration Act 1958 or any statutory modification thereof for the time being in force and the decision given in such arbitration shall be final and binding on all parties thereto.

9. NOTWITHSTANDING anything hereinbefore contained the Owner shall not by virtue of this Deed be entitled at any time to enter or be in or upon or to use in any manner the garages carports or parking spaces or any of them which are erected upon the Servient Property or the land upon which the same now stand or to enter or be in upon or use in any manner any part or parts of the Servient Property which the Service Company pursuant to the provisions of the Articles of Association of the Company has or at any time hereafter shall set aside for the exclusive use and occupation of any Owner or Owners of a Lot on the aforesaid Plan of Subdivision or any occupier or occupiers thereof or any member of the Company.

10. THE Service Company further covenants with the Owner that without prejudice to the generality of the covenants hereinbefore contained on the Company's part to be performed and observed the Service Company will comply with any order or direction lawfully made or given to the Service Company with respect to any works acts or things required to be done to or on the Servient Property pursuant to any Act of Parliament or any regulation or by-law made thereunder and further that if any person being Owner of any of the land comprised in the aforesaid Plan of Subdivision and being a person with whom the Service Company shall have entered into any agreement granting rights over the Servient Property shall make default in complying with any order or direction as aforesaid with respect to any works acts or things required to be done to or on the land of

RECEIVED
SUPPLIED

such Owner comprised in the aforesaid Plan of Subdivision the Service Company will take such action as may be necessary and proper to require and secure compliance with such order or direction.

11. THIS Service Agreement shall be lodged in the Office of Titles for registration under the Transfer of Land (Stratum Estates) Act 1960 within sixty days from the date hereof.

12. THE Service Company shall observe and perform all the terms and conditions of any agreement made between it and the local Municipality.

13. WHERE more persons than one are the Owners of the Owner's land the covenants hereinbefore contained on the Owner's part to be performed shall be deemed joint and several covenants by them and the word "Owner" wherever occurring shall be deemed to mean and include the Owners and each of them and their respective heirs executors administrators and assigns. Words importing the masculine gender and shall be deemed and taken to include females.

14. NOTWITHSTANDING anything herein contained the provisions of Clause 3 hereof shall not come into force until a date to be notified by the Owner expressly named in the Second Schedule by notice in writing to the Service Company or the date on which at least two-thirds of the Lots on the aforesaid Plan of Subdivision shall be occupied by purchasers of lots from the said Owner whichever shall be the earlier PROVIDED ALWAYS that until such date the said Owner shall carry out on behalf of the Service Company and/or defray all the expenses incurred by the Service Company in carrying out all the obligations of the Service Company hereunder.

WITNESS WHEREOF the parties hereto have executed these presents as a Deed on the date first hereinbefore mentioned.

EX-COPY
JAN 1971

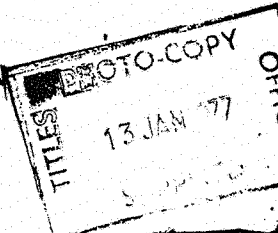
FIRST SCHEDULE

OWNER'S COVENANTS

1. THAT he will not do or suffer to be done on the Owner's land or any part thereof anything which shall be a nuisance or annoyance to the person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision nor suffer permit or allow the same to be used for any illegal or immoral purpose.
2. THAT he will not use or suffer or permit to be used on the Owner's land any machine equipment or instrument operated by electricity which causes interference with wireless or television reception unless such machine equipment or instrument is effectively fitted with a device which prevents interference with wireless or television reception by any person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision.
3. THAT he will not keep or permit to be kept on the Owner's land or on the Servient Property any animal or bird unless the Board of Directors of the Service Company by notice in writing consents thereto and such consent has not been revoked.
4. THAT he will not use or permit to be used any mechanical or other musical instrument of any kind nor practise or permit to be practised any singing on the Owner's land between the hours of midnight and 8 a.m. so that the same is audible outside the Owner's land.
5. THAT he will not store or permit to be stored on the Servient Property or any part thereof except in a locker or storeroom set aside for his use any materials or goods without the consent of the Board of Directors of the Service Company in writing first had and obtained and then only on the terms and subject to the conditions as in any

such written consent specified.

6. THAT he will not damage or deface or obstruct or suffer to be damaged defaced or obstructed the entrances passages stairways landing pathways or any of the Servient Property provided or available for the use in common by owners and occupiers or to use or suffer the use of the same for a purpose other than the purpose for which they are provided or properly available.
7. THAT he will not place hang or suffer to be hung any clothes or other articles from or on the outside of the Owner's land or in or from the balconies entrances landings or stairways forming part of the Owner's land or the Servient Property.
8. THAT he will not display or permit to be displayed any placard advertisement or sign in or upon the Owner's land or in or upon the Servient Property without the consent of the Board of Directors.
9. THAT he will not instal any appliance or air conditioning apparatus which is visible from the exterior of the Owner's land without the consent of the Board of Directors.
10. THAT he will not use or suffer the use of the Owner's land so as to commit or cause any breach of any Act of Parliament or any regulations or by-law made thereunder or any regulations by-law rule or direction made by any municipal statutory governmental semi-governmental or other authorised by-law to make or give such by-law rule or direction.
11. THAT he will comply with any order or direction lawfully given under or pursuant to any Act of Parliament or any regulation or by-law made thereunder with respect to any work act or thing to be done on or to the Owner's land and will carry out or cause to be carried out any such work in a proper and workmanlike manner doing no unnecessary damage by or in the course thereof and making good all



damage thereby or in the course thereof to the Servient Property or other land and building comprised in the said Plan of Subdivision.

12. THAT he will not use or occupy the Owner's land or any part thereof or suffer the same to be used or occupied as a shop or other place for carrying on any trade or business or otherwise than as a private home.
13. THAT he will insofar as it may be necessary to avoid annoyance to the Owners or occupants of any of the land adjacent to or in the neighbourhood of the Owner's land keep the floors of the flat being the Owner's land carpeted or sufficiently covered.
14. THAT he will keep the Owner's land and every part thereof in good and tenable repair and in particular (but without prejudice of the generality of the fore-going) in such state of repair as shall adequately support shelter and protect the lots in the aforesaid Plan of Subdivision other than the Lot being the Owner's land.
15. THAT he will maintain in good repair and proper working order all drains pipes tubes sewers and wires for the provision of gas electricity water sewerage disposal hot water and refrigeration or used in or about television reception which are on and terminate in and serve the Owner's land and any equipment or apparatus on the Owner's land used in connection therewith and any equipment for the provision of hot water and any cistern and any wiring used therefor on the Servient Property serving exclusively the Owner's land.
16. THAT he will not without the prior consent in writing of the Board of Directors first had and obtained and then only on the terms and subject to the conditions as in any such written consent specified paint or make any alterations or additions whether structural or otherwise to the exterior of the Owner's land or any part thereof and that he will not without the like consent make any structural

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13 JAN 1977

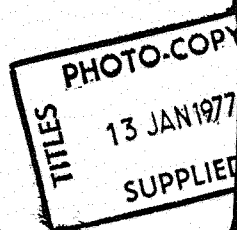
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alterations or additions to the interior of the Owner's land or any part thereof which latter consent shall not however be unreasonably refused in the case of any interior alterations approved by an architect appointed by the Service Company and which do not diminish or impair and support shelter and protection of the Lots in the said Plan of Subdivision other than the Owner's land.

17. THAT he will observe and perform any regulations relating to garbage disposal and the placing of any garbage tins on the Servient Property the Board of Directors may make from time to time.

18. THAT he will observe and perform any regulations relating to the use of the garden laundries rotary hoists and any part of the Servient Property set aside for the use in common by owners and occupiers and any regulations as to the use of television antennae and wiring the Board of Directors may make from time to time.

19. THAT he will not park or suffer to be parked any motor car or other vehicle on any part of the Servient Property provided or available for the use in common by owners and occupiers save and except in the area (if any) set aside by the Board of Directors for that purpose.



SECOND SCHEDULE

SERVICE COMPANY: *THE* PROPERTY COMPANY of 385 Barlowe Street, East St. Kilgob.

ADJACENT PROPERTY: Lot 24 on Plan of Subdivision No. 11584

OWNER: *THE* PROPERTY COMPANY of 464 French Road, Lough.

OWNER'S LAND: Lot 27 on Plan of Subdivision No. 71584, being in the Office of the Registrar of Deeds, and being part of the land described in Certificate of Title Volume 311, Folio 372.

DATE OF MAKING THIS DEED: 14th November, 1955.

THE COMMON SEAL of the SERVICE COMPANY as hereunto affixed by authority of resolution of the Board of Directors and in the presence of:

[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of the OWNER was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of:

[Signature]
A person appointed by the Directors to attest the officing of the Seal.

Secretary

[Signature]



**Nine Meadow St Service Co. Pty Ltd
Of 9 Meadow Street St Kilda
NOTICE OF ANNUAL GENERAL MEETING**

NOTICE IS HEREBY GIVEN that the 2023 Annual General Meeting of Nine Meadow St Service Co. Pty Ltd will be held by TELECONFERENCE

**on
Wednesday 22nd November 2023 at 5.00pm**

The Manager will send out an invitation to attend this TEAMS meeting to your previously nominated email address. (should you wish to use an alternative email address, please advise the office at bodycorp@dbrealty.com.au)

AGENDA

1. Attendance

1.1 Register members present

1.2 Proxies received

1.3 Determination of quorum for voting purposes.

So that all members in attendance are clear on the difference between directors and members, who is responsible for voting on general resolutions, please refer to the following information:

ASIC (Australian Securities and Investments Commission) provide a response and it is copied here. This company is bound by the rules contained in the Corporations Act 2001.

" Members of a company, commonly referred to as 'shareholders', collectively own the company. Directors, on the other hand, are responsible for the management of the company's business activities. When a person is acting as a director, they must act in the best interests of the company even where this may conflict with their own personal interests."

Therefore, all shareholders are able to vote and pass general resolutions.

1.4 Apologies received

2. Appoint Chairperson for Meeting

Motion 2.1

To appoint a person being a member or the Manager to chair the meeting

3. Confirm the Minutes of the previous Annual General Meeting

Motion 3.1

To confirm the minutes of the previous Annual General Meeting. The minutes were provided by your previous OC Manager.

4. Financial Statements

Motion 4.1

That Nine Meadow St Service Co. Pty Ltd adopt the financial Statements for the period 1st July 2022 to 30th June 2023.

Please note, DB Body Corporate Management only took over management in December 2022 and therefore these figures are a combination of both expenses charged and income received by both your current Manager and your previous Manager for the period July to December 2022.

Further, the budget as detailed was approved at your previous AGM with your previous OC Manager.

5. Proposed Annual Budget for financial year ending 30th June 2024

Motion 5.1 General Administrative Levy

It is proposed that the General Administrative Fund levy be increased to \$60,000.00 per annum. A charges schedule has been provided showing the instalments for the balance of the financial year at the higher rate. (from \$527.15 per quarter to \$544.26 per quarter)

Motion 5.2 Maintenance Fund Levy

It is proposed that the Maintenance Fund Levy be reestablished for \$12,000.00 per annum. This would mean that the quarters January to March 2024 and April to June 2024 would be levied only. Charges schedule also attached with the Administrative Fund per lot.

Motion 5.3 Fees – Issuance of Levy notices

That the fees continue to be issued quarterly as approved by members in attendance at this meeting.

6. Owners Corporation Insurance

A certificate of currency has been provided by the insurer CHU

If a member requires a copy of the Financial Services Guide (FSG) and the Product Disclosure Statement (PDS) for the Owners Corporation please send email to your Owners Corporation Manager, Paul Hyman at bodycorp@dbrealty.com.au. Note: In the event of a Private Lot Insurance Claim the owner is responsible for the payment of the Insurance.

VALUATION: As agreed at your previous AGM, a valuation was carried out and we have included a copy as we are unable to ensure that you all previously received a copy when the valuation was completed in October 2022.

7. General Business

(a) Motion 7.1 Manager

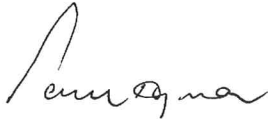
That Nine Meadow St Service Co Pty Ltd delegate to the Manager, all of the powers and functions to enable the Manager to perform their duties other than:

1. A power or function that requires a unanimous resolution
2. A power or function that requires a special resolution

(b) Other General Business

Update on Maintenance of Common Stairwells.

Nine Meadow St Service Co. Pty Ltd

A handwritten signature in black ink, appearing to read 'Paul Hyman'.

PAUL HYMAN

Manager- 2 November 2023

NINE MEADOW ST SERVICE CO. PTY LTD

PROXY FORM

Under Section 251A (1) of the *Corporations Act 2001*,

I/We _____

of (address) _____

being the owner/s of lot/s _____

authorise (please tick where appropriate)

[☐] The Manager **Paul Hyman**

or

[☐] _____

of _____

as my/our proxy

A *to attend, speak and vote in person on my/our behalf at this annual general meeting of the company, 560 Inkerman Road Pty Ltd to be held on

Wednesday 22nd November 2023 at 5.00pm

BY TELECONFERENCE

and at any adjournment of that meeting—

* to vote for me/us and on my/our behalf at the postal ballot having a closing date of

* I/we direct the proxy to vote in relation to the following resolutions or matters as follows—

(set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B *To represent me/us on a committee—

if the proxy is elected to a committee at any general meeting or is co-opted to a committee, the proxy's appointment continues until a new committee is elected.

Date _____ Print name _____

Signed (by member/s giving proxy) _____

Please note this proxy is only valid for twelve (12) months. This form needs to be submitted to db body corporate management Pty limited prior to the meeting if you are unable to attend.

(*delete if not applicable)

THE ANNUAL GENERAL MEETING MINUTES OF NINE MEADOW SERVICE CO. PTY LTD

9 MEADOW STREET, ST KILDA, VIC 3183

Minutes of the Annual General Meeting of the Members of the Company held by Video conferencing on 7 September 2022 at 5.00pm.

1. NOTING OF ATTENDANCES, PROXIES, APOLOGIES AND DETERMINATION OF QUORUM AND ENTITLEMENT

Present

Tian Cao	Unit 2	Richard Lew	Unit 16
Katherine Meier	Unit 3	Dr Jeanette Pritchard	Unit 20
Joey Eckstein	Unit 6	Aaron Pacanowski	Unit 22
Martin Imber	Unit 9	Danny Borland	Unit 23
Simona Weinstein	Unit 10	Renuka Shetty	Unit 24
Sarah Freeman	Unit 11	Anna Sztendur	Unit 27
Karen Plaut	Unit 14	Kevon Kenna	Unit 28

Also present Roslyne Nand and Rohil Nand from R&S Body Corporate Services Pty Ltd.

APOLOGIES

Nil

PROXIES

Nil

2. APPOINTMENT OF CHAIRPERSON:

Resolution: It was resolved that Roslyne Nand be appointed to chair the meeting.

3. CONFIRMATION OF THE MINUTES OF THE ANNUAL GENERAL MEETING HELD ON 5 SEPTEMBER 2019 AS A TRUE AND CORRECT RECORD.

It was noted that previous AGM minutes were prepared by Tideways.

Resolution: It was resolved that the Minutes of the Annual General Meeting held on 5/09/2019 be confirmed as a true and correct record of the proceedings of that meeting.

4. FINANCIAL REPORTS:

Resolution: It was resolved that the Financial Statements for the year (ended) 30/06/2022 be received and accepted.

5. CURRENT INSURANCE DETAILS:

Resolution: It was resolved that the insurance cover for NINE MEADOW STREET PTY LTD be noted and the renewal of the policy on the next due date be approved, details of which are set out below. It was resolved to get the valuation of the buildings carried out for the replacement value and insure the buildings at the same. A copy of Certificate of Currency to be sent with the minutes.

The Stratum has the following cover:

Insurance Company:	CHU Underwriting Agencies Pty Ltd
Policy Number:	HU0006080954
Expiry Date:	31/03/23
Building Cover:	\$12,130,000.00
Loss of Rent:	\$1,819,500.00
Office Bearers Legal Liability	\$2,000,000.00
Limit of Liability:	\$20,000,000.00

(*) Note: In the event of a private lot insurance claim the lot owner is responsible for payment of the Insurance Excess (Standard claims \$1,000.00, Water Damage \$2,500.00, Exploratory costs – Burst Pipes \$2,500.00). Members are reminded that it is their responsibility to arrange insurance for the content inside their Lot.

6. STANDING DIRECTION:

Resolution: It was resolved that a Standing Direction be given to the Company Manager to renew the insurance policies at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the most recent insurance replacement and reinstatement report, whichever is greater.

7. PROPOSED BUDGET:

Resolution: It was resolved that the proposed Administration budget of \$59,042.00 for the year 1 July 2022 to 30 June 2023 to be approved and adopted.

Note: As levies have already been issued at the old rate, it is intended that an adjustment will be made to the next levy following the AGM. The fees will remain at this level for the period prior to convening of the AGM.

8. PENALTY INTEREST ON ARREARS:

Resolution: It was resolved that the Company will charge interest at the maximum rate interest payable under the Penalty Interest Act 1983 on any money owed by a shareholder to the Company after the due date.

9. COST RECOVERY:

Resolution: It was resolved that the Company will recover outstanding Company fees and charges by action in a Court of competent jurisdiction and that the Company will recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Company (not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a Board Shareholder of the Company) arising out of any default or breach by any shareholder or occupier of a lot.

10. Election and Appointments

10.1 Board of Directors

The Company called for nominations for a Board of Directors of no less than two to serve until the next AGM.

Resolution: It was resolved that:

Tian Cao	Unit 2
Menachem Vorchheimer	Unit 7
Martin Imber	Unit 9
Richard Lew	Unit 16
Renuka Shetty	Unit 24

10.2 Grievance Committee

Resolution: It was resolved that the Board of Directors serves as the Grievance Committee.

11. GENERAL MAINTENANCE:

General Waste: It was resolved to place signage around the bin area to keep the bin area clean and tidy and to place the waste/recycling/garden in the correct bins.

Clean-up: It was resolved to get quote from the caretaker for the cost of additional clean-up around the bin area. And once the directors have approved it – this quote to be included in the budget.

Storage in the communal area: It was resolved to send notice to the owners and occupiers that the furniture and any items stored in the common area will be taken out for council collection. A letter to be sent to all occupiers and owners informing them that storage of items in the common area is prohibited. If any occupier/owner leaves an item in the common area, in the stairwells, the item will be placed on the nature strip to be collected by the council for disposal. They will not get further notification or warning.

Car Space: It was resolved to send notice to the occupiers not to park two cars in one car space. At the moment some occupiers are double parking.

Asbestos Removal: It was resolved to get more quotes and submit to the Directors for approval.

Ceiling Works: It was resolved to send photos to Rainshield to complete the stairwell roof between Units 3 and 4 without incurring an extra cost.

Pond fence: It was resolved that Richard will inspect and inform the board if a fence is required around the pond and the condition of the pond.

Windows: The windows are the responsibility of individual owners provided the replacement of windows are in the same colour and design in Aluminium, although timber will be accepted (the preference is Aluminium).

Window Cleaning: It was resolved that window cleaning is individual owner responsibility.

Report on Concrete: MTS consult was appointed to carry out concrete condition report on the wear and tear on the concrete works at the property.

Air Conditioning: It was resolved that any more Air Conditioning Units are not allowed on the roof. The Air Conditioning Units to be installed on the individual unit's balcony.

Solar Panels: It was resolved that the Solar Panels are not allowed on the common property.

12. GENERAL BUSINESS

Pets: It was resolved that as long as the pets are not a nuisance or roam around on the communal area unsupervised, it was acceptable to keep a pet. It was resolved to get a quote to change the company rules to be consistent with current legislation.

Owners Corporate Manager: A number of owners expressed dissatisfaction with the responsiveness of R&S Body Corporate Services, our current OC manager. Several people complained of not having their emails and phone calls returned. Two owners said they had paid accounts, but they were not reflected in the general ledger of the manager. This was left to the relevant owners and the manager to resolve. R&S was put on notice to improve their performance.

Convert to Strata titles: It was suggested by Joey Eckstein to pursue the conversion of the current Stratum arrangement to Strata title which would improve the value of all units by an estimated 5-10%. Martin Imber pointed out that you would need 100% agreement from all owners. There were still a few holdouts and Joey said he would talk to them individually.

Meeting closed at 6.23pm

NINE MEADOW SERVICE CO. PTY LTD

Roslyne Nand

Manager

DB Body Corporate Management Pty Ltd

8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 ABN: 57 117 424 085

Ph: 03 9530 0838 Email: bodycorp@dbrealty.com.au

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Balance Sheet - O/Corp NINE MEADOW ST SERV CO PL
"NINE MEADOW ST SERVICE CO. PTY LTD"
9 MEADOW ST SERVICE CO. PTY LTD, ST KILDA EAST, VIC 3183

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
Nine Meadow St Service PL	\$12,277.63	\$48,188.17	\$60,465.80
<i>Macquarie Bank BSB: 183-334 Acc No: 205850068</i>			
Levies Receivable	\$9,298.33	\$167.15	\$9,465.48
	<hr/>		
Total Assets	\$21,575.96	\$48,355.32	\$69,931.28
Liabilities			
Accounts Payable (GST Free)	\$359.33	\$0.00	\$359.33
Paid in Advance	\$4,456.21	\$0.00	\$4,456.21
	<hr/>		
Total Liabilities	\$4,815.54	\$0.00	\$4,815.54
	<hr/>		
Net Assets	\$16,760.42	\$48,355.32	\$65,115.74
Owners Funds			
Opening Balance	\$30,380.50	\$48,355.32	\$78,735.82
Net Income For The Period	\$(13,620.08)	\$0.00	\$(13,620.08)
	<hr/>		
Total Owners Funds	\$16,760.42	\$48,355.32	\$65,115.74
	<hr/>		

Income and Expenditure Statement - O/Corp NINE MEADOW ST SERV CO PL "NINE MEADOW ST SERVICE CO. PTY LTD"

9 MEADOW ST SERVICE CO. PTY LTD, ST KILDA EAST, VIC 3183

For the Financial Period 01/07/2022 to 30/06/2023

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$2,636.78	\$0.00	\$0.00
Levy Income	\$50,639.68	\$50,639.68	\$0.00
Total Administrative Fund Income	\$53,276.46	\$50,639.68	\$0.00
Expenses			
Accounting- Asic Fees	\$146.00	\$0.00	\$0.00
Admin Services	\$471.33	\$336.00	\$0.00
Bank Charges	\$115.60	\$0.00	\$0.00
Bins in and out	\$76.26	\$0.00	\$0.00
Caretaker Fees	\$8,310.26	\$8,000.00	\$0.00
Consultants - Legal Fees	\$5,780.01	\$2,200.00	\$0.00
Consultants- Building Report	\$2,640.00	\$0.00	\$0.00
Electrical Repairs	\$925.10	\$0.00	\$0.00
Fire Prtcn-Repairs & Servicing	\$469.46	\$500.00	\$0.00
General Repairs	\$3,396.00	\$7,500.00	\$0.00
Insurance - Premium	\$24,123.98	\$25,000.00	\$0.00
Insurance - Valuation	\$924.00	\$0.00	\$0.00
Management Fees	\$10,244.33	\$8,736.00	\$0.00
Management Fees - Disbursement	\$407.68	\$1,223.00	\$0.00
Management Fees- Handover Docs	\$484.00	\$500.00	\$0.00
Plumbing	\$588.00	\$0.00	\$0.00
Plumbing- Burst Water Pipe	\$4,345.00	\$0.00	\$0.00
Utility - Electricity	\$2,287.97	\$1,600.00	\$0.00
Utility - Rubbish Removal	\$494.26	\$0.00	\$0.00
Utility - Waste Management	\$667.30	\$858.00	\$0.00
Utility - Water & Sewerage	\$0.00	\$50.00	\$0.00
Total Administrative Fund Expenses	\$66,896.54	\$56,503.00	\$0.00
Administrative Fund Surplus/Deficit	\$(13,620.08)	\$(5,863.32)	\$0.00
Opening Balance for the period	\$30,380.50	\$0.00	\$0.00
Closing Balance for the period	\$16,760.42	\$(5,863.32)	\$0.00

Disclaimer: This report includes opening balances from a prior system for the period 01/07/2022 – 01/12/2022, which have been manually entered into PropertyIQ software. The opening balances are not reconciled by PropertyIQ and are included only for the purpose of producing a non-itemised, consolidated full-year income and expense report. PropertyIQ accepts no responsibility for the accuracy of the data contained within this report.

**Income and Expenditure Statement - O/Corp NINE MEADOW ST SERV CO PL
"NINE MEADOW ST SERVICE CO. PTY LTD"****9 MEADOW ST SERVICE CO. PTY LTD, ST KILDA EAST, VIC 3183**

For the Financial Period 01/07/2022 to 30/06/2023

Maintenance Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Total Maintenance Fund Income	\$0.00	\$0.00	\$0.00
Expenses			
Total Maintenance Fund Expenses	\$0.00	\$0.00	\$0.00
Maintenance Fund Surplus/Deficit	\$0.00	\$0.00	\$0.00
Opening Balance for the period	\$48,355.32	\$0.00	\$0.00
Closing Balance for the period	\$48,355.32	\$0.00	\$0.00

Disclaimer: This report includes opening balances from a prior system for the period 01/07/2022 – 01/12/2022, which have been manually entered into PropertyIQ software. The opening balances are not reconciled by PropertyIQ and are included only for the purpose of producing a non-itemised, consolidated full-year income and expense report. PropertyIQ accepts no responsibility for the accuracy of the data contained within this report.

DB Body Corporate Management Pty Ltd
Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)
8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

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Administrative Fund

Proposed Budget

Current Actual

Current Budget

(01/07/2023-30/06/2024)

(01/07/2022-30/06/2023)

(01/07/2022-30/06/2023)

Income

Interest on Overdues	\$0.00	\$2,636.78	\$0.00
Levy Income	\$60,000.00	\$50,639.68	\$50,639.68

Total Admin Fund Income

\$60,000.00

\$53,276.46

\$50,639.68

Expense

Accounting- Asic Fees	\$150.00	\$146.00	\$0.00
Admin Services	\$620.00	\$471.33	\$336.00
Bank Charges	\$220.00	\$115.60	\$0.00
Bins in and out	\$915.00	\$76.26	\$0.00
Caretaker Fees	\$8,000.00	\$8,310.26	\$8,000.00
Consultants - Legal Fees	\$0.00	\$5,780.01	\$2,200.00
Consultants- Building Report	\$0.00	\$2,640.00	\$0.00
Electrical Repairs	\$1,000.00	\$925.10	\$0.00
Fire Prtcn-Repairs & Servicing	\$500.00	\$469.46	\$500.00
General Repairs	\$5,000.00	\$3,396.00	\$7,500.00
Insurance - Premium	\$26,500.00	\$24,123.98	\$25,000.00
Insurance - Valuation	\$0.00	\$924.00	\$0.00
Management Fees	\$11,125.00	\$10,244.33	\$8,736.00
Management Fees - Disbursement	\$0.00	\$407.68	\$1,223.00
Management Fees- Handover Docs	\$0.00	\$484.00	\$500.00
Plumbing	\$0.00	\$588.00	\$0.00
Plumbing- Burst Water Pipe	\$0.00	\$4,345.00	\$0.00
Utility - Electricity	\$2,200.00	\$2,287.97	\$1,600.00
Utility - Rubbish Removal	\$0.00	\$494.26	\$0.00
Utility - Waste Management	\$0.00	\$667.30	\$858.00
Utility - Water & Sewerage	\$0.00	\$0.00	\$50.00

Total Admin Fund Expense

\$56,230.00

\$66,896.54

\$56,503.00

TOTAL ADMIN LEVY INCOME

\$60,000.00

\$50,639.68

\$50,639.68

TOTAL ADMIN BUDGET

\$60,000.00

\$50,639.68

DB Body Corporate Management Pty Ltd
Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)
8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

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Page 2

Maintenance Fund

Proposed Budget	Current Actual	Current Budget
(01/07/2023-30/06/2024)	(01/07/2022-30/06/2023)	(01/07/2022-30/06/2023)

Income

Maintenance Levy Income	\$12,000.00	\$0.00	\$0.00
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Total Maint Fund Income

\$12,000.00	\$0.00	\$0.00
--------------------	---------------	---------------

Expense

Asbestos Removal	\$15,400.00	\$0.00	\$0.00
Carpet	\$14,720.00	\$0.00	\$0.00
Fence	\$6,000.00	\$0.00	\$0.00
Painting	\$10,825.00	\$0.00	\$0.00
Windows Repairs	\$19,000.00	\$0.00	\$0.00

Total Maint Fund Expense

\$65,945.00	\$0.00	\$0.00
--------------------	---------------	---------------

TOTAL MAINT LEVY INCOME

\$12,000.00	\$0.00	\$0.00
--------------------	---------------	---------------

TOTAL MAINT BUDGET

\$12,000.00		\$0.00
--------------------	--	---------------

DB Body Corporate Management Pty Ltd
Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL
NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)
8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Budget Summary (01/07/2023-30/06/2024)

	Proposed	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
Administrative Fund	\$60,000.00	\$14,760.20	\$14,760.20	\$15,239.28	\$15,239.28	\$59,998.96
Maintenance Fund	\$12,000.00	\$0.00	\$0.00	\$6,000.12	\$6,000.12	\$12,000.24
Contribution Schedule Total	\$72,000.00	\$14,760.20	\$14,760.20	\$21,239.40	\$21,239.40	\$71,999.20
Amount to Collect	\$72,000.00	\$14,760.20	\$14,760.20	\$21,239.40	\$21,239.40	\$71,999.20

DB Body Corporate Management Pty Ltd

Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)

8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
1*	1*	100	Ms N L Kornhauser	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
2*	2*	100	Tian Cao	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
3*	3*	100	Jacob and Devora Kingsley	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
4*	4*	100	Chin M Wong & Shih Thin Wong	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
5*	5*	100	MDK P/L AFT M & D Kahn Family Trust	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
6*	6*	100	Mr Joey Eckstein	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40

DB Body Corporate Management Pty Ltd

Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)

8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
7*	7*	100	Mr Menachem Vorchheimer	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
8*	8*	100	Ms Bronia Gofman	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
9*	9*	100	Mr Martin & Mrs Doris Imber	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
10*	10*	100	Ms Simona Weinstein	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
11*	11*	100	Mr Jonathon & Mrs Sarah Freeman	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
12*	12*	100	Mr Michael Raskin	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

DB Body Corporate Management Pty Ltd

Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)

8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
13*	13*	100	MZ & JI PL					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
14*	14*	100	Mrs Karen Deborah Plaut					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
15*	15*	100	Ms Tanya Jarrel					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
16*	16*	100	Shostuvic Pty Ltd					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
17*	17*	100	Mr Leonid M Neradovich					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
18*	18*	100	AH500 Pty Ltd					
			Admin	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Maintenance	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40

DB Body Corporate Management Pty Ltd

Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL

NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)

8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
19*	19*	100	Mr Ari Herzberg	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
20*	20*	100	Dr Jeanette Pritchard	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
22*	22*	100	Mr Aaron Pacanowski & Mrs Libby Pacanowski	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
23*	23*	100	Mr Danny Gerard Borland	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
24*	24*	100	Mr Bipin Jaya Shetty & Mrs Renuka Bipin Shetty	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40
25*	25*	100	JQ Pty Ltd ATF Jaku Superannuation Fund	\$527.15	\$527.15	\$544.26	\$544.26	\$2,142.82
			Admin	\$0.00	\$0.00	\$214.29	\$214.29	\$428.58
			Owner Total	\$527.15	\$527.15	\$758.55	\$758.55	\$2,571.40

DB Body Corporate Management Pty Ltd
Proposed Budget for Owners Corporation NINE MEADOW ST SERV CO PL
NINE MEADOW ST SERVICE CO. PTY LTD, 9 MEADOW ST SERVICE Co. PTY LTD ST KILDA EAST

Prepared by DB Body Corporate Management Pty Ltd (ABN 57 117 424 085)
8/242 Hawthorn Rod CAULFIELD NORTH VIC 3161 Ph 03 9530 0838 Fax

Owner Summary (01/07/2023-30/06/2024) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2023	2nd Instalment 01/10/2023	3rd Instalment 01/01/2024	4th Instalment 01/04/2024	TOTAL (01/07/2023-30/06/2024)
26*	26*	100	Wayne Dennis Pugh & John Darryl Pugh Admin Maintenance Owner Total	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
27*	27*	100	Ms Anna Sztendur Admin Maintenance Owner Total	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
28*	28*	100	Mr Kevon Kenna Admin Maintenance Owner Total	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
21 *	21 *	100	Isaac Ambrose Brooks Admin Maintenance Owner Total	\$527.15 \$0.00 \$527.15	\$527.15 \$0.00 \$527.15	\$544.26 \$214.29 \$758.55	\$544.26 \$214.29 \$758.55	\$2,142.82 \$428.58 \$2,571.40
Total aggregate of UOL 2800								

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 08/03/2023
Reference No: DOC0000195970

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: NINE MEADOW STREET PTY LTD
Type of Insurance: Residential Strata

Policy Number: 06S9722750
Period of Insurance: From 4:00PM 31/03/2023
To 4:00PM 31/03/2024

OVERVIEW

Insured:	NINE MEADOW STREET PTY LTD	
Situation:	9 MEADOW STREET, ST KILDA EAST VIC 3183	
Section 1:	Building including common contents	\$12,736,500
	Loss of Rent/Temporary Accommodation (15%)	\$1,910,475
	Catastrophe or Emergency (15%)	\$1,910,475
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Included
	Flood	Included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 30,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 5,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000
Section 13:	Workers Compensation	Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S9722750

Insured: NINE MEADOW STREET PTY LTD

EXCESSES

Section 1 - Building including Common Contents

\$2,500.00 bursting, leaking, discharging or overflowing of pipes and/or apparatus and any resultant damage

\$2,500.00 water damage claims

\$1,000.00 all other claims + as per policy wording

Section 2 - Glass

\$1,000.00 all claims

Section 3 - Theft

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Company Title Property

It is noted and allowed that the definition of Building and Common Contents includes carpets, wallpaper and any other wall or floor coverings within the individual units.

Flood

This policy is extended to include flood. The word 'flood' is deleted from exclusion 1.e on page 18 and exclusion e on page 21.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.



INSURANCE VALUATION



PREPARED FOR:

R & S Body Corporate
Services

On behalf of

Nine Meadow Street Pty Ltd

9 MEADOW STREET

ST KILDA EAST 3183

Subject to the contents of the valuation report herein, we have arrived at a valuation for the complete Replacement Cost of the buildings on the site, GST inclusive, for the amount of:

\$13,535,000

As at

20 October 2022

[CPV] Certified
Practising
Valuer

API AUSTRALIAN
PROPERTY
INSTITUTE

SC strata
community
australia®



ENSURE GROUP

PROPERTY VALUERS & CONSULTANTS

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Liability limited by a scheme approved under Professional Standards Legislation

1. INSTRUCTIONS

In accordance with our recent instructions, we have prepared an assessment of cost to construct a building on the basis of replacement with new of similar size, quality and finishes as currently exists for insurance purposes.

Our assessment is for the capital improvements and the cost of demolition of a fire or other disaster damaged building.

2. INCLUSIONS AND EXCLUSIONS

Inclusions:

Our Estimated Total Limit of Liability is based on our on-site inspection and the improvements erected on site at the date of inspection.

Our Estimated Total Limit of Liability includes all improvements erected on site and all components integral to such improvements including:

- Heating and cooling systems;
- Electrical, plumbing and lighting systems; and
- Fit-out being the property of the Landlord/owner (with exclusions as below).

Exclusions:

Our Total Estimated Limit of Liability does not take the following into account:

- Plant and machinery not integral to the building, equipment and tools, furniture or furnishings whether they be the property of the owner or lessee;
- Costs relating to renting alternative accommodation, relocation expenses, loss of rent or leasing up after completion;
- External underground works outside the boundary of the premises;
- Costs relating to asbestos removal/cleanup unless specified otherwise
- Any costs in relation to the preparation of a claim after a loss;
- The provision of trade or advertising signs or logos; and
- Holding and finance costs in relation to the reconstruction.
- Land costs
- Rates and Taxes
- Insurance excess
- Building, common area or tenancy contents

3. STRUCTURAL INTEGRITY AND ENVIRONMENTAL RISKS

We draw your attention to the following:

We have not undertaken a structural survey of the buildings or improvements;

We have not examined the buildings and improvements for signs of timber infestation, asbestos or other defect, whether latent or patent; and

We have not carried out or examined any soil analysis or an environmental study and our estimate does not take into account any defects which may be revealed by such studies other than those we have described.

We emphasize that the following report is for Insurance Valuation purposes only and that it is not and should not be construed as a structural survey.

The client acknowledges and recognises that Ensure Group are not experts in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavored to superficially identify all matters of environmental concern and the effect they might have on the replacement value of the property. However, we will not be held liable nor responsible for failure to identify all such matters of environmental concern and the impact which any environmental related issue has on the property and its value including loss arising from site contamination; or the non-compliance with any environmental laws; or costs associated with the cleanup of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean up costs pursuant to the relevant Environmental Protection Act.

Should our assumptions regarding the above matters be found to be incorrect, we reserve the right to reconsider our findings herein.

4. INSPECTIONS / FIELD WORK

The subject property has been inspected with detailed field notes recorded during the inspection.

5. DEFINITIONS

5.1 Replacement/Reinstatement With New Value (Buildings)

The estimated cost for insurance purposes is represented in this report by the Replacement with New Value. In the event of a loss, the recommended sum for insurance purposes is that amount required should the disaster occur on the last day of the insurance period. To this amount an allowance is made for the time required to commence replacement and the replacement period.

Replacement with New Value has been determined as at the date of the replacement assessment to allow for replacement by a similar property constructed in accordance with the current BCA Code, in a condition equal to but not better, nor more extensive, than the condition when new.

5.2 Additional allowances

The Replacement with New Value incorporates an allowance for the additional costs of reinstatement which must be both necessarily and reasonably incurred. These include architects, surveyors, consulting engineers, legal and other fees and clerks of works salaries for estimates, statutory fees, plans, specifications, quantities, tenders and supervision necessarily incurred as a result of any such damage as well as a location factor where access is more difficult.

5.3 Demolition and Removal of Building Debris

Demolition and Removal of Building Debris is added to our Replacement with New Costing as a separate item. It is the estimated cost of removal, storage and disposal of building debris and the demolition, dismantling, shoring up, propping and underpinning consequent upon damage to the property. It does not include the removal of contents' debris nor does it include any allowances for the possible removal of hazardous materials if present.

5.4 Cost Escalation

An amount for cost escalation has been included for the total replacement period, being the time anticipated for demolition, documentation activities, obtaining approval from Council to rebuild, calling tenders and appraisals, construction period and fit-out. We also assume that there will not be any unforeseeable delays such as lengthy industrial disputes.

5.5 Heritage Assets

Where a property is subject to a Heritage Overlay or has 'period features' we note that the value adopted does not allow for a 'replica' building. It assumes the complete loss of the structure and in most cases the removal of any heritage controls. We therefore, of necessity, base construction costs on a modern equivalent building with extra allowance for architectural design features in recognition of its period appeal.

6. METHODOLOGY

Our replacement estimate has been prepared from information supplied and notes made at our site inspection as at 20 October 2022. The assessment is priced at current prices, typical to buildings under construction in the Melbourne Metropolitan area using materials similar to the original construction. No loading adjustment, either positive or negative, has been made to these rates for market conditions that may currently be affecting building prices; however an allowance has been made for over-time and site construction restrictions, where applicable.

In considering the subject property as detailed herein, we have adopted the following approach:

We have firstly carried out inspection of the subject property having regard to:

- The materials of construction for the building erected on site;
- The various different component parts to building erected on site;
- The size, span and relevant building clearances for building on site where applicable;
- The type and scope of ground improvements on site.

We have then at the time of our on-site inspection measured the subject building erected on site or checked measured where plans have been provided by the client to ascertain gross building areas for application in the valuation process.

We have next ascribed dollar value rates on a gross building area basis having regard to the individual component parts of the building and ground improvements in accordance with industry accepted costing guides and our own experience. We have made allowance for both the demolition of the existing improvement and the re-building of same.

To the estimated total demolition/build cost per the above methodology we have then added and made allowance for development fees, contingency, factored in an estimated lead time and re-building period and made allowance for assumed annual growth in costs to determine a Total Estimated Limit of Liability for the subject building.

7. PLANNING CONSENT / APPROVALS

We have not been provided with details as to changes in planning requirements which may apply to the subject property in the event of reinstatement which would alter the design of the reinstated building from what currently exists such as additional car parking requirements etc.

For the purposes of our valuation herein, we have assumed that development consent for the rebuilding of the subject building improvements as currently exists, would be granted within the lead time to rebuilding as estimated within our valuation.

We have not made an allowance for a widespread catastrophe such as earthquake or flood which may have a significant impact on the replacement cost by the order of a 30 percent increase.

8. PROPERTY DESCRIPTION

Age/ Style: Circa 1965 / 28 apartments and undercroft parking

Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
 NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)

Planning Overlay: None

Component Areas

Areas are based on provided plans and/or physical measurements.

Gross Building Areas	Area m ² (approx.)
Gross building area	2500 m²
Under-croft parking	720 m²
Paving/landscaping	1403 m²

Construction

The building improvements of the premises are, more particularly, depicted as follows:

Structure/Materials

Walls	Brick
Floors	Concrete slab
Windows	Timber and aluminium framed
Roof	Metal
Boundary Fence	Timber

State of Repair and Condition

From our inspection of readily accessible areas, the building appears to be sound, with no major building defects noted, however a Structural Survey, Structural Engineers Report or Building Report has not been commissioned and we cannot therefore comment on the structural integrity, defect, rot or infestation of the improvements. The valuation assumes that the building services are operational and are satisfactorily maintained however, no documentation or certification that this is correct has been provided.

9. PROPERTY PHOTOGRAPHS



10. 3D SATELLITE IMAGERY



11. COSTINGS SCHEDULE

RATIONALE		
Demolition and removal of debris (after cost escalation, exc GST)		\$443,618
Reconstruction of buildings inclusive of foundations and external improvements		\$9,301,555
Cost escalation over development period (cost fixed half way into construction period)	25 months @ 0.3% per month	\$697,617
Contingency amount	5.00%	\$499,959
Professional fees	7.50%	\$749,938
Statutory Fees	2.00%	\$199,983
Cost escalation in lapse between policy renewal dates (12 months)	@ 0.3% per month	12 months at 0.3% per month
TOTAL LIMIT OF LIABILITY	Exclusive of GST	\$12,304,835
after cost escalation		
as at date of inspection	GST amount	\$1,230,484
	Inclusive of GST	\$13,535,319

Forecasts

Year 2

Year 3

Year 4

exc GST

\$12,673,980

\$13,054,200

Valuation recommended

inc GST

\$13,941,378

\$14,359,620

12. VALUATION

We are of the opinion that the current building insurance estimate (GST inclusive) of the subject property as at **20 October 2022** is the amount of:

\$13,535,000

13. QUALIFICATIONS, TERMS AND CONDITIONS

We confirm that our valuation and report are confidential to our instructing parties and for the specific purpose to which it refers. No responsibility is accepted to any third party and neither the whole of the report nor any part or reference thereto, may be published in any document, statement or circular, nor in any communication with any third parties, without our prior written approval of the form and context in which it will appear.

The client acknowledges that to the extent that written instructions have been received for the purposes of preparing this Valuation and the Valuation Services, it has been assumed that a full and frank disclosure of all relevant information has been made.

The client acknowledges that this Insurance Valuation estimate is based on our knowledge of building construction and the information contained within the current Australian Construction Handbook produced by Rawlinsons in addition to various costing case studies and our verbal enquiries.

We note that the forecasted figures from year two and beyond are based on previous years escalation rates and are to be used as a guide only. We recommend a valuation be obtained yearly to determine sum insured figures. We do not accept any liability for claims arising from the forecasted valuation figures.

The market is being impacted by the uncertainty caused by the COVID-19 pandemic. As at the date of valuation we consider that there is market uncertainty resulting in significant valuation uncertainty.

This valuation is therefore reported on the basis of 'significant valuation uncertainty'. As a result, less certainty exists than normal and a higher degree of caution should be attached to our valuation than normally would be the case. Given the unknown future impact that COVID-19 might have on markets, we recommend that the user(s) of this report review this valuation periodically.

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.

Liability limited by a scheme approved under Professional Standards Legislation.

Yours faithfully,

Ensure Group Property Valuers



Moish Ekman A.A.P.I CPV
Certified Practising Valuer
A.P.I. Member No. 63397

[CPV] Certified
Practising
Valuer

14. PROPERTY SERVICES MAP

