

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

section 32 statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land LOT 609 IN PLAN OF SUBDIVISION 720147D IN CERTIFICATE OF TITLE VOLUME 11902
FOLIO 631

Property Address UNIT 609/6 RAILWAY ROAD CHELTENHAM VIC 3192

Vendor's name WEI QIANG WANG

Signature

Wei Qiang Wang

Date 7 April 2022

Purchaser's name

Signature

Date

Important information

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1. FINANCIAL MATTERS

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

(a) *Their total does not exceed: \$9,000.00

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included above; other than any amounts described in this rectangular box.

\$

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

\$ _____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

1.4 Sale Subject to Mortgage

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

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

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

2.2 Owner-Builder

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

- (a) *Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.

OR

- (b) *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: ____ / ____ / ____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE**3.1 Easements, Covenants or Other Similar Restrictions**

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

- (a) *Is in the attached copies of title document/s.

OR

- *Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

- *Attached is a certificate with the required specified information.

OR

- *The required specified information is as follows:

(a) Name of planning scheme _____

(b) Name of responsible authority _____

(c) Zoning of the land _____

(d) Name of planning overlay _____

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

*Are contained in the attached certificates and/or statements.

OR

*Are as follows:

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

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

*Are contained in the attached certificate.

OR

*Are as follows:

6. OWNERS CORPORATION

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

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

OR

6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 *The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~7. *GROWTH AREA INFRASTRUCTURE CONTRIBUTION ("GAIC")~~

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 *(a) Registered Title

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

OR

*(b) 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.

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- (b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- (a) *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

10.3 Further Plan of Subdivision

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

- (a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
OR
- (b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~**11. *DISCLOSURE OF ENERGY INFORMATION**~~

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1 000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
 - *Are contained in the attached building energy efficiency certificate.
 - OR
 - *Are as follows:

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See General Annexure Item 1

GENERAL ANNEXURE

General Annexure Item 1

Certificate of Title Volume 11902 Folio 631

Plan PS 720147D

Owners Corporate No 1 Plan PS 720147D

Owners Corporate No 2 Plan PS 720147D

Council rate

Water Rate

Planning Property Report

Owners Corporate 1

Owners Corporate 2

Associated documents for the Owners Corporate can be accessed from Dropbox via the following link:

<https://www.dropbox.com/sh/yps29h9d41pzd7e/AADdbCHnDNtjsnr4ekUSL2Q2a?dl=0>

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

Page 1 of 2

VOLUME 11902 FOLIO 631

Security no : 124096577804E
Produced 03/04/2022 06:26 AM

LAND DESCRIPTION

Lot 609 on Plan of Subdivision 720147D.
PARENT TITLE Volume 11863 Folio 021
Created by instrument PS720147D 28/07/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WEI QIANG WANG of 270 WAVERLEY ROAD MOUNT WAVERLEY VIC 3149
AQ224923P 08/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ224924M 08/09/2017
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS720147D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 609 6 RAILWAY ROAD CHELTENHAM VIC 3192

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)
Effective from 08/09/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS720147D
OWNERS CORPORATION 2 PLAN NO. PS720147D



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

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DOCUMENT END



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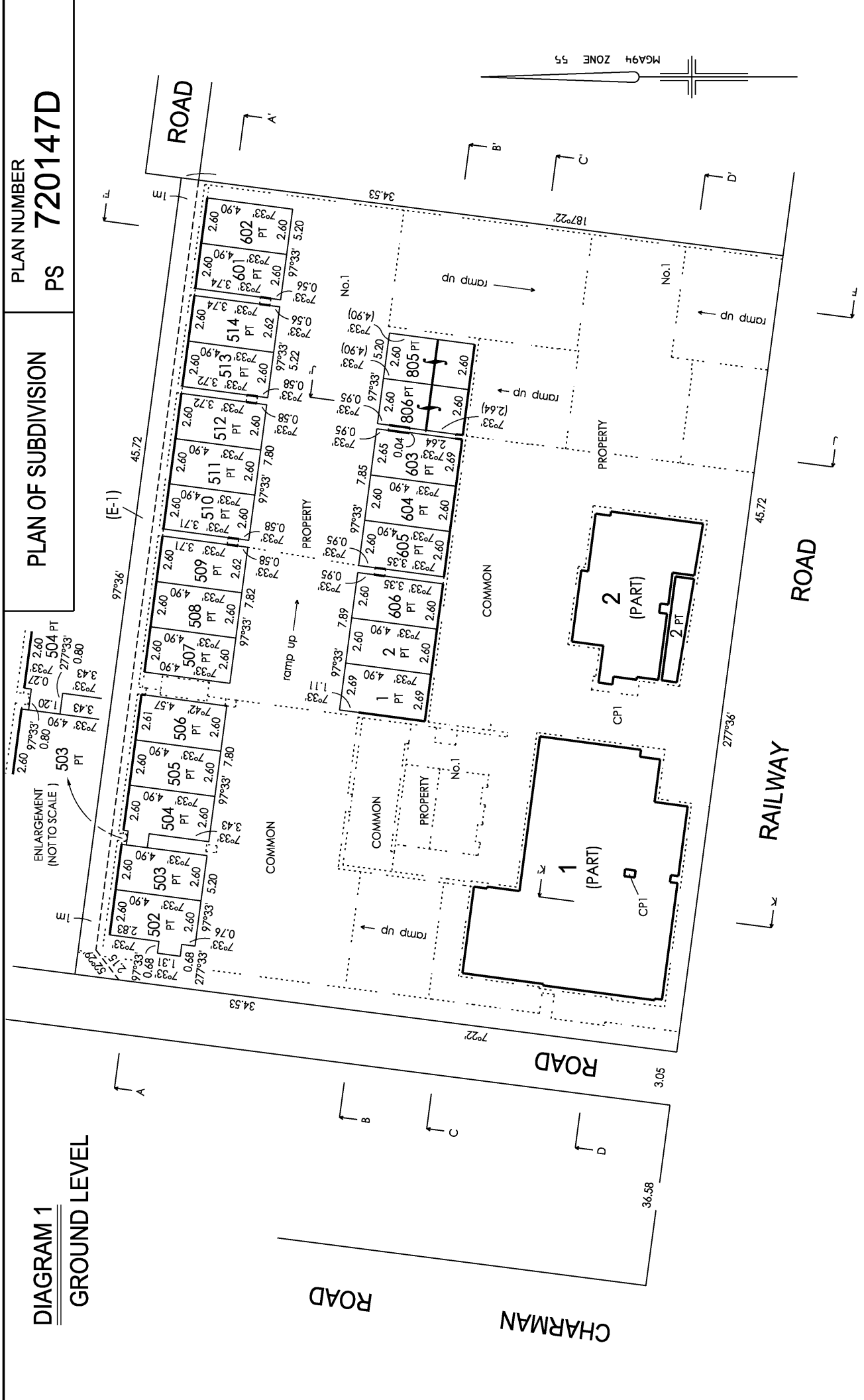
Document Type	Plan
Document Identification	PS720147D
Number of Pages (excluding this cover sheet)	22
Document Assembled	03/04/2022 06:28

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	PLAN OF SUBDIVISION	LRS USE ONLY EDITION 1	PLAN NUMBER PS 720147D		
LOCATION OF LAND PARISH: MOORABBIN TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 54 (PART) TITLE REFERENCES: VOL.11863 FOL.021 LAST PLAN REFERENCE: LOT B PS426600A POSTAL ADDRESS: 2-6 RAILWAY ROAD, (at time of subdivision) CHELTENHAM, 3192 MGA 94 CO-ORDINATES: E: 329 270 ZONE: 55 (of approx. centre of plan) N: 5 796 168 DATUM: GDA94		Council Name: Kingston City Council Council Reference Number: KS21/2017 Planning Permit Reference: KP80/2017 SPEAR Reference Number: S098677B Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Ian Nice for Kingston City Council on 28/06/2017			
VESTING OF ROADS OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION			
NIL	NIL				
DEPTH LIMITATION DOES NOT APPLY	STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. KP-505/2013 ESTATE: ----- STAGE: ----- AREA: 1579m ² No. OF LOTS: 116 MEL: 86 :J:1				
COMMON PROPERTY No:1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.2 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, WHICH DEFINE BOUNDARIES BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES NOTE: FLOORS ARE TO UPPER SURFACE OF RELEVANT SLAB AND CEILINGS ARE TO UNDERSIDE OF RELEVANT SLAB UNLESS OTHERWISE SHOWN ON THIS PLAN. ANY ELEVATED FLOOR, INTERNAL COVERINGS, WATERPROOF MEMBRANES AND FIXTURES ATTACHED TO WALLS, FLOORS AND CEILINGS ARE INCLUDED WITHIN THE RELEVANT PARCEL. INDICATES THE LOCATION OF STRUCTURE (NON BOUNDARY)		THIS IS A SPEAR PLAN ALL SERVICE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS 3 TO 200 (BOTH INCLUSIVE), 216 TO 300 (BI), 315 TO 400 (BI), 415 TO 500 (BI), 515 TO 600 (BI), 615 TO 700 (BI), 715 TO 800 (BI), 915 TO 900 (BI) HAVE BEEN OMITTED FROM THIS PLAN CP1 - DENOTES COMMON PROPERTY No.1 CP2 - DENOTES COMMON PROPERTY No.2 PT - DENOTES (PART) THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). PM155 & MMB 1900A LAND IS NOT IN A PROCLAIMED SURVEY AREA. SURVEY: THIS PLAN IS BASED ON SURVEY			
EASEMENT INFORMATION					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN					
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	AS PROVIDED FOR IN SECTION 528(2)(e) LOCAL GOVERNMENT ACT	SEE PLAN	SECTION 528(2)(e) LOCAL GOVERNMENT ACT	MMBW	
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9028	VERSION: 7LR	ORIGINAL SHEET SIZE A3	SHEET 1 OF 22 SHEETS
CHECKED G COX DATE: 22/06/17		Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B		PLAN REGISTERED TIME: 05:21 pm DATE: 28/07/2017 Assistant Registrar of Titles	



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PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D



REF: 9028	VERSION: 7LR	ORIGINAL SHEET SIZE A3	SHEET 3
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SCALE	1:200
LENGTHS ARE IN METRES	0 2 4 6 8 10 ----- ----- ----- ----- -----

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Amended by: Damian James Smale, 13/07/2017.

DIAGRAM 2

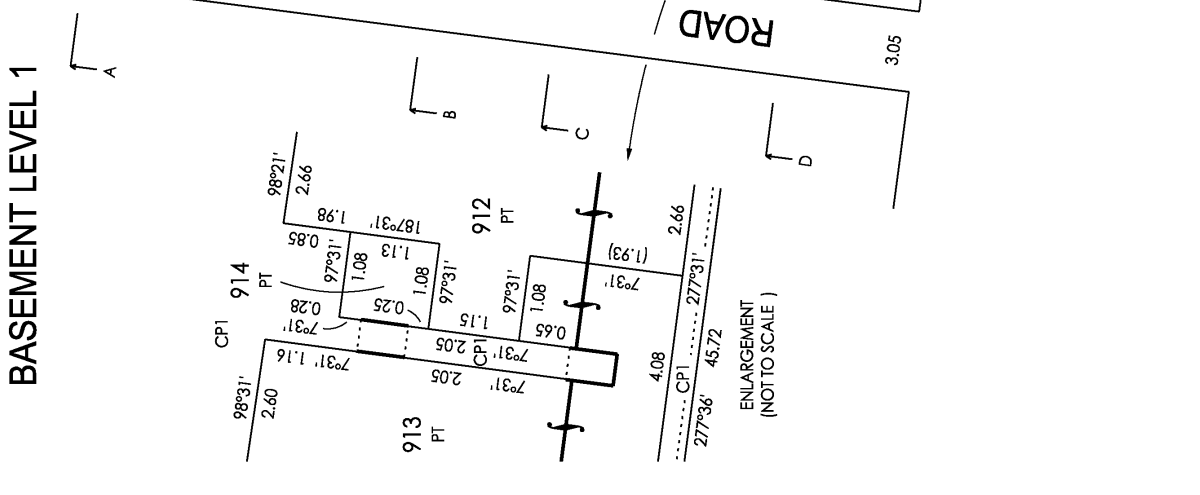
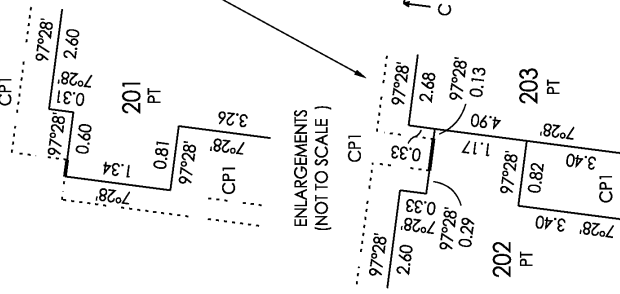
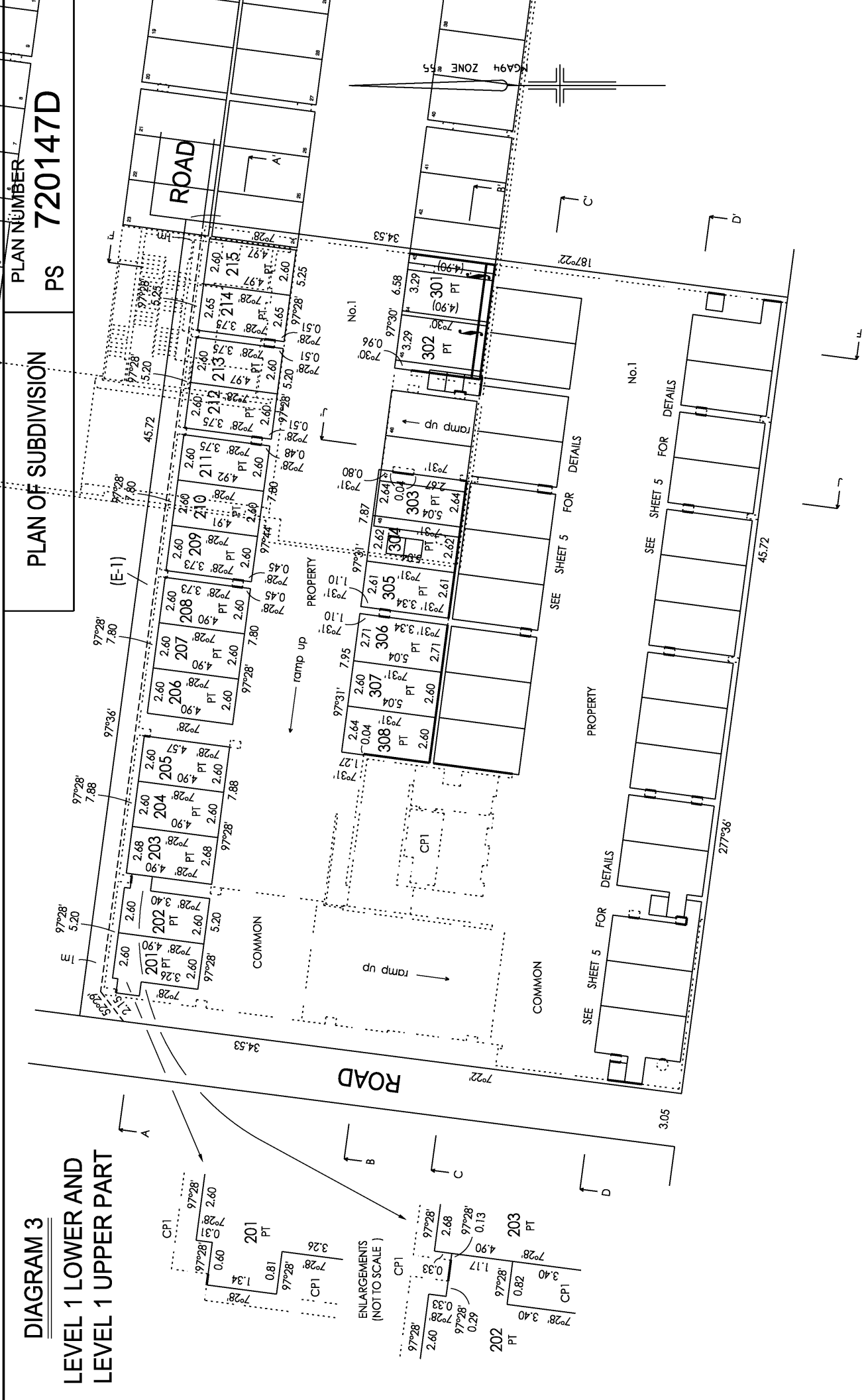



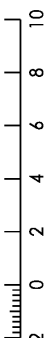
DIAGRAM 3

**LEVEL 1 LOWER AND
LEVEL 1 UPPER PART**



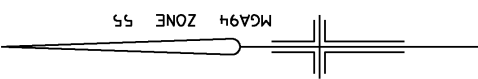
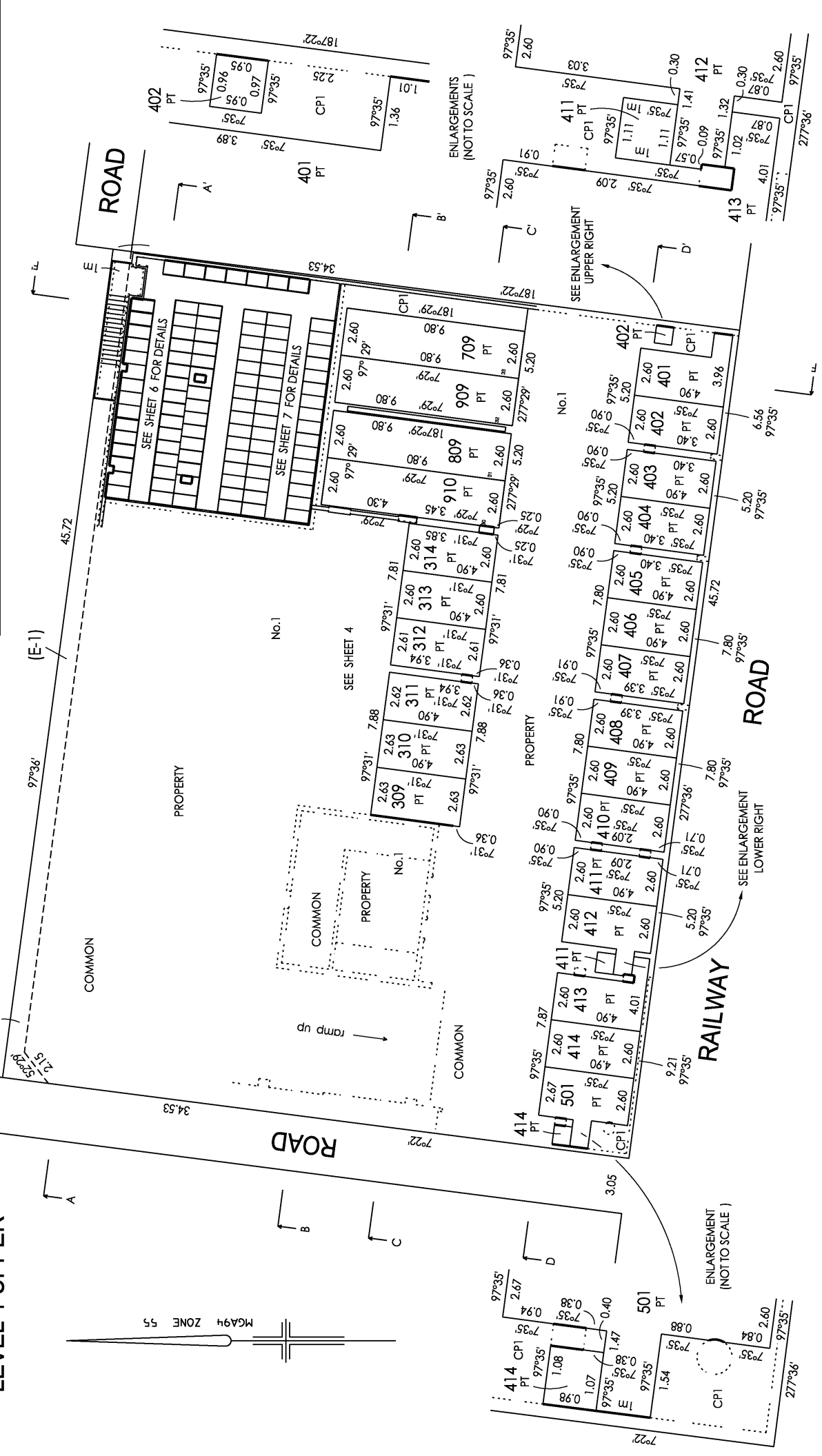
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PS 720147D

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PLAN OF SUBDIVISION
 PS 720147D

PLAN NUMBER
 PS 720147D



<p>DIAGRAM 4 LEVEL 1 UPPER</p>	<p>PLAN OF SUBDIVISION PS 720147D</p>	<p>PLAN NUMBER PS 720147D</p>	<p>REF: 9028</p>	<p>VERSION: 7LR</p>	<p>SHEET 5</p>
<p>Scale bar: 0 2 4 6 8 10 LENGTHS ARE IN METRES</p>			<p>SCALE 1:200</p>		
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PLAN OF SUBDIVISION

PLAN NUMBER PS 720147D

ENLARGEMENT

LEVEL 1 UPPER PART



SCALE	1:50	REF: 9028	VERSION: 7LR	ORIGINAL SHEET SIZE A3	SHEET 6
<p>LENGTHS ARE IN METRES</p>					
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>					
<p>Amended by: Damian James Smale, 13/07/2017.</p>					
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<p>Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B</p>					

ENLARGEMENT
LEVEL 1 UPPER PART



PLAN NUMBER
PS 720147D

PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

PLAN OF SUBDIVISION

REF: 9028

VERSION: 7LR

ORIGINAL SHEET SIZE A3

SHEET 7

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SCALE
 1:50

LENGTHS ARE IN METRES

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

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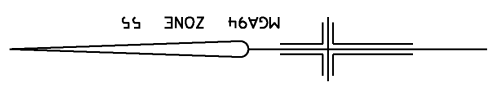
Amended by: Damian James Smale, 13/07/2017.


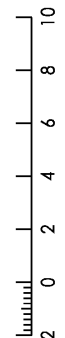


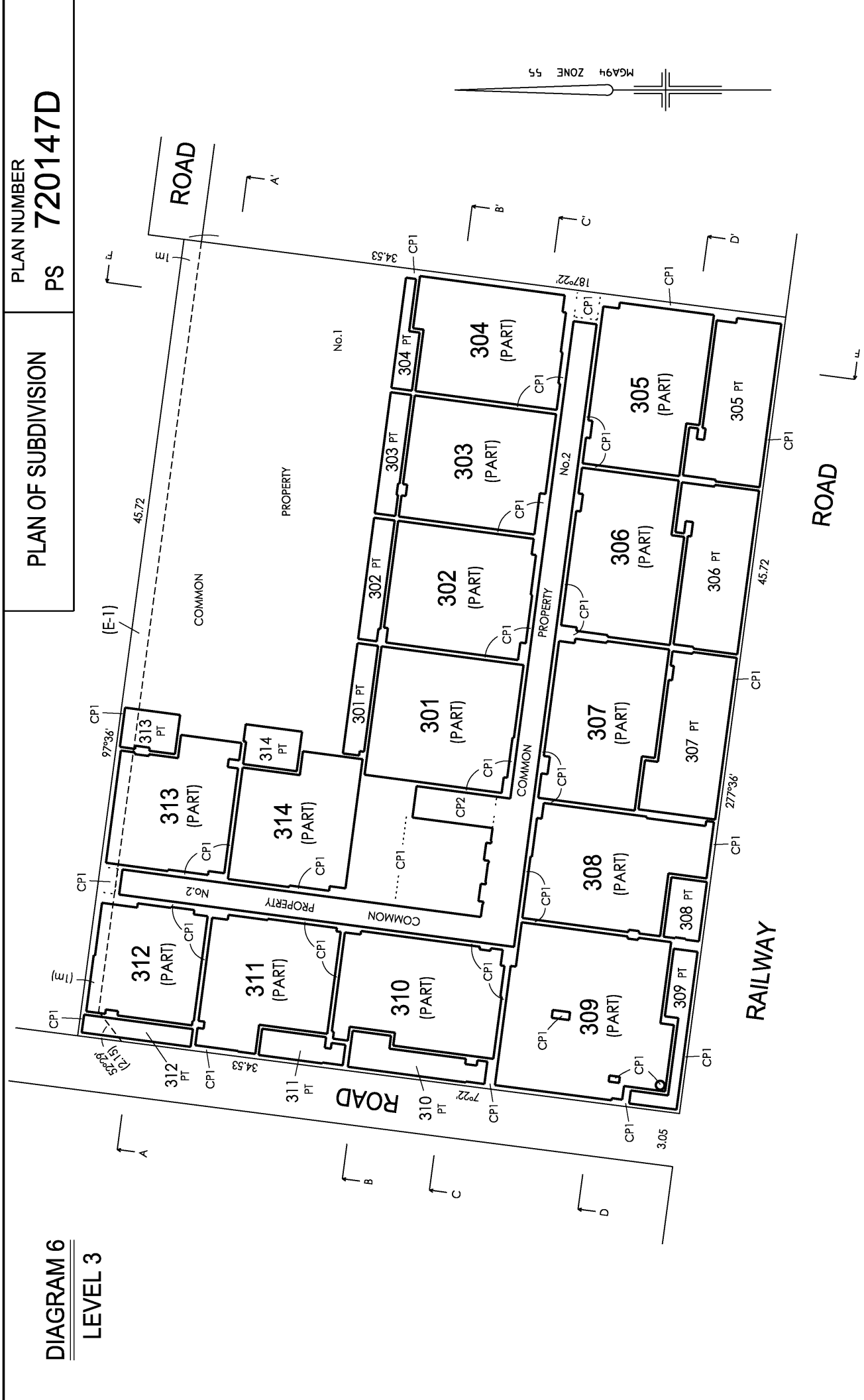
PLAN NUMBER
PS 720147D

PLAN OF SUBDIVISION

DIAGRAM 5
LEVEL 2



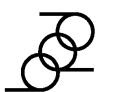
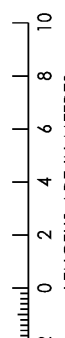
 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9028</p>	<p>VERSION: 7LR</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 8</p>
	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 28/06/2017, SPEAR Ref: S098677B 22/06/2017, SPEAR Ref: S098677B</p>					



PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

DIAGRAM 6
LEVEL 3

 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p> <p>1:200</p>	<p>LENGTHS ARE IN METRES</p> 	<p>REF: 9028</p>	<p>VERSION: 7LR</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), 28/06/2017, SPEAR Ref: S098677B</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 9</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

DIAGRAM 7
LEVEL 4

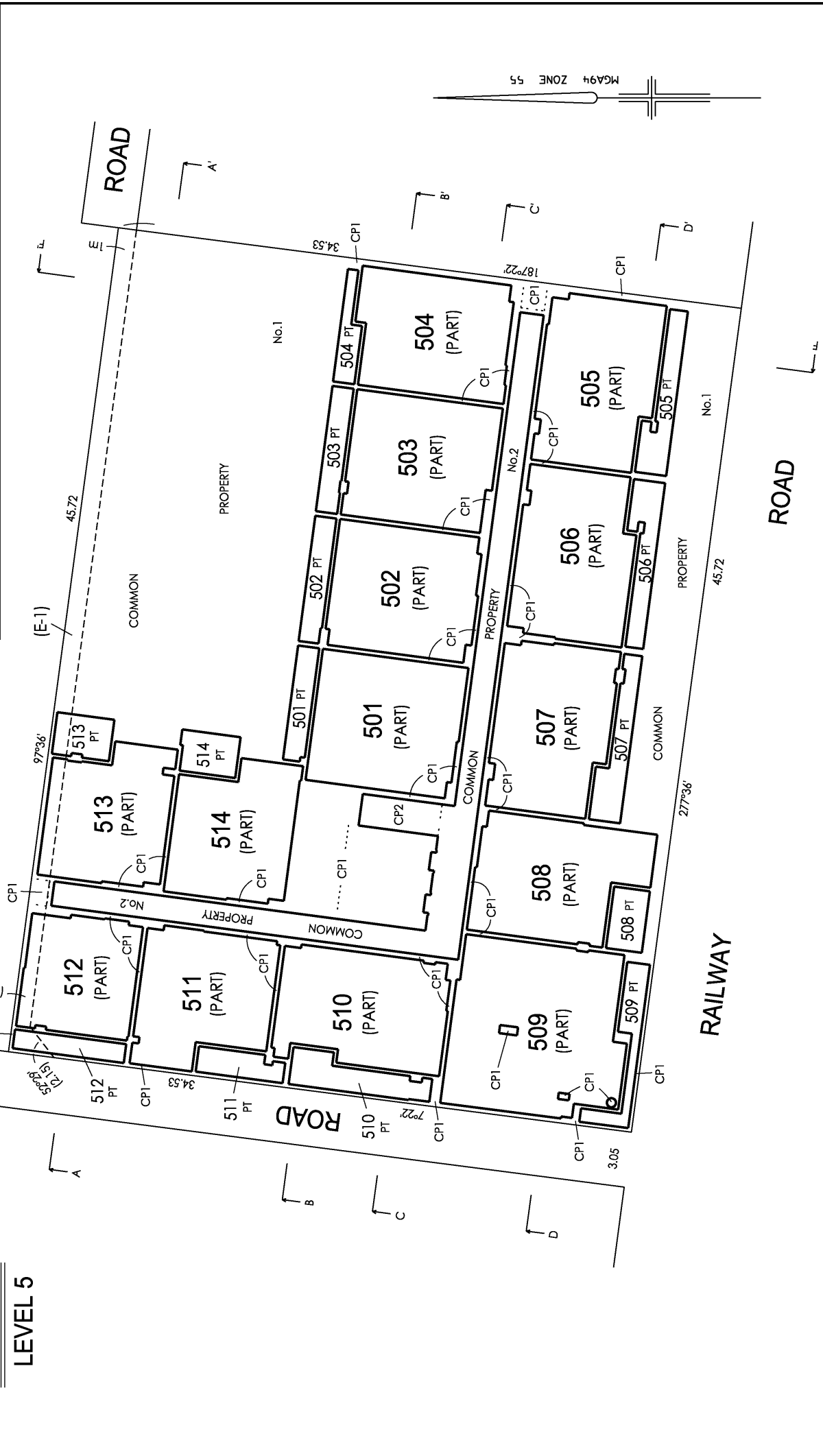
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PLAN OF SUBDIVISION
PLAN NUMBER
PS 720147D

DIAGRAM 8
LEVEL 5

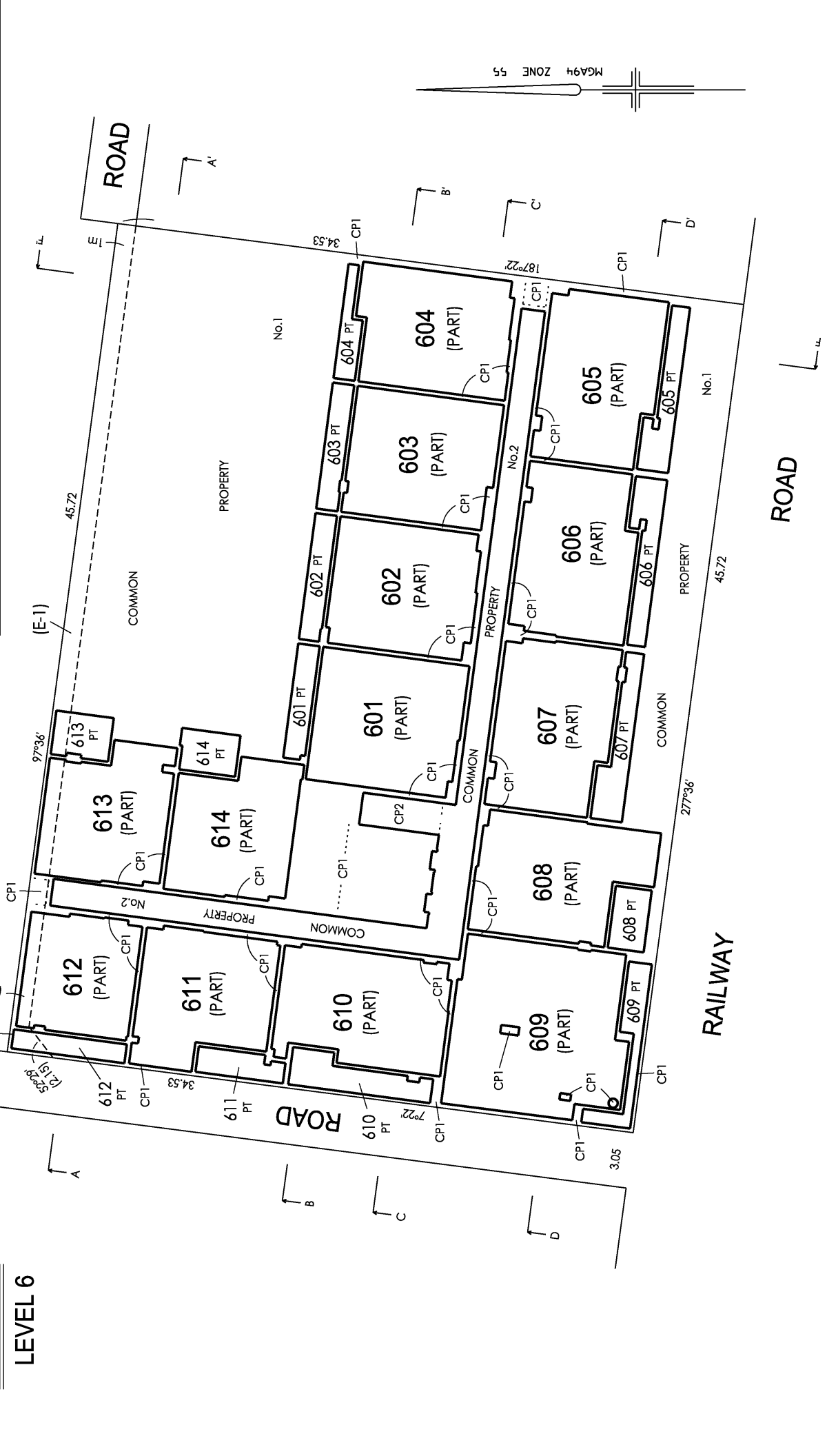


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<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 28/06/2017, SPEAR Ref: S098677B</p>	<p>Amended by: Damian James Smale, 13/07/2017.</p>	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

DIAGRAM 9
LEVEL 6


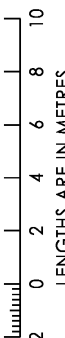


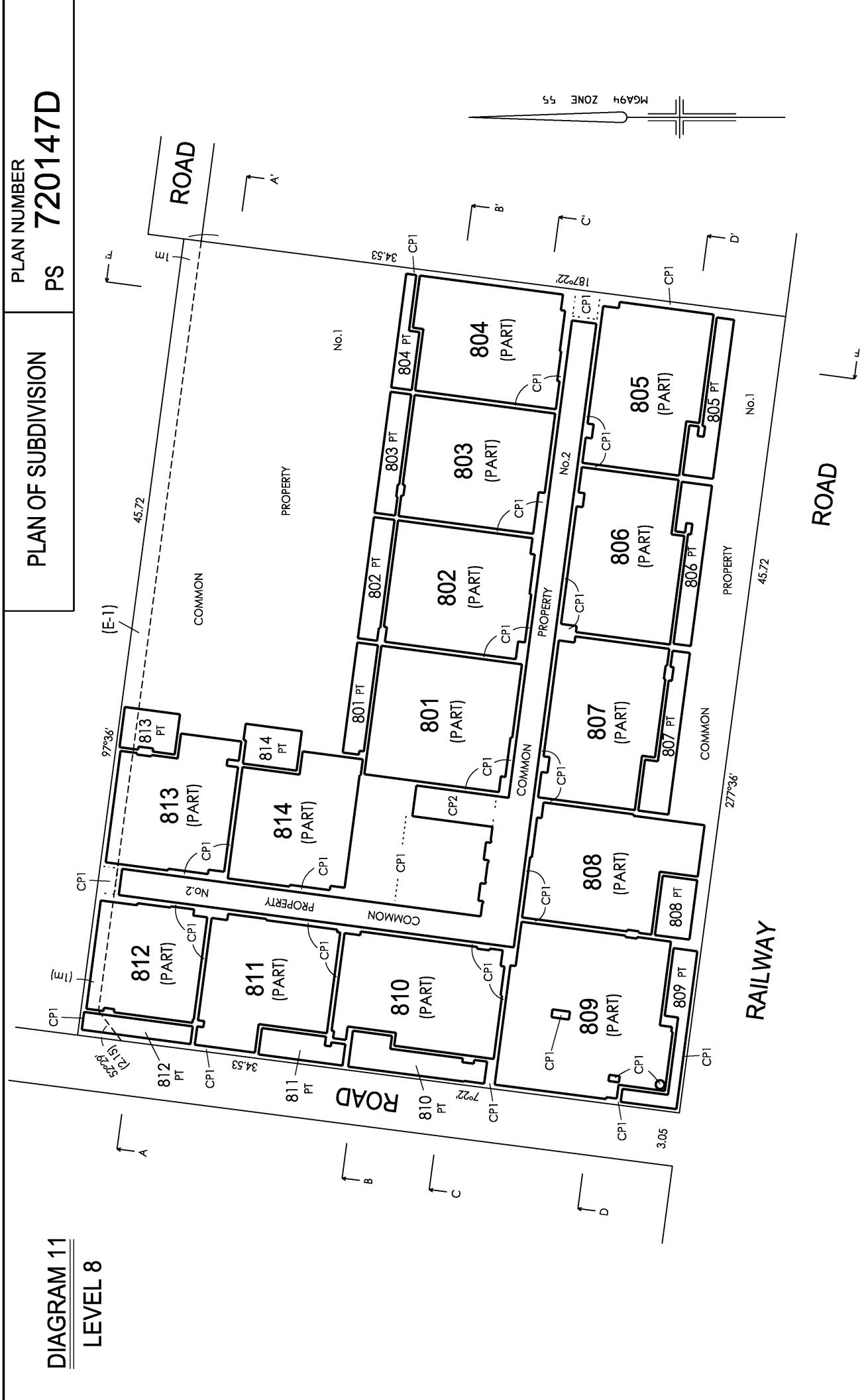
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<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B</p>	<p>Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B</p>	<p>Amended by: Damian James Smale, 13/07/2017.</p>	

PLAN OF SUBDIVISION
PS 720147D
PLAN NUMBER
720147D

DIAGRAM 10
LEVEL 7



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 9028 VERSION: 7LR</p> <p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), 22/06/2017, SPEAR Ref: S098677B</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 13</p> <p>Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

<p>DIAGRAM 11 LEVEL 8</p>	<p>SCALE 1:200</p>	<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>
<p>REF: 9028</p>	<p>VERSION: 7LR</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B</p>
<p>ORIGINAL SHEET SIZE A3</p>	<p>LENGTHS ARE IN METRES</p>	<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 28/06/2017, SPEAR Ref: S098677B</p>
<p>SHEET 14</p>	<p>RAILWAY</p>	<p>ROAD</p>

PLAN OF SUBDIVISION
 PS 720147D

PLAN NUMBER
 PS 720147D




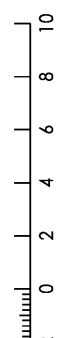
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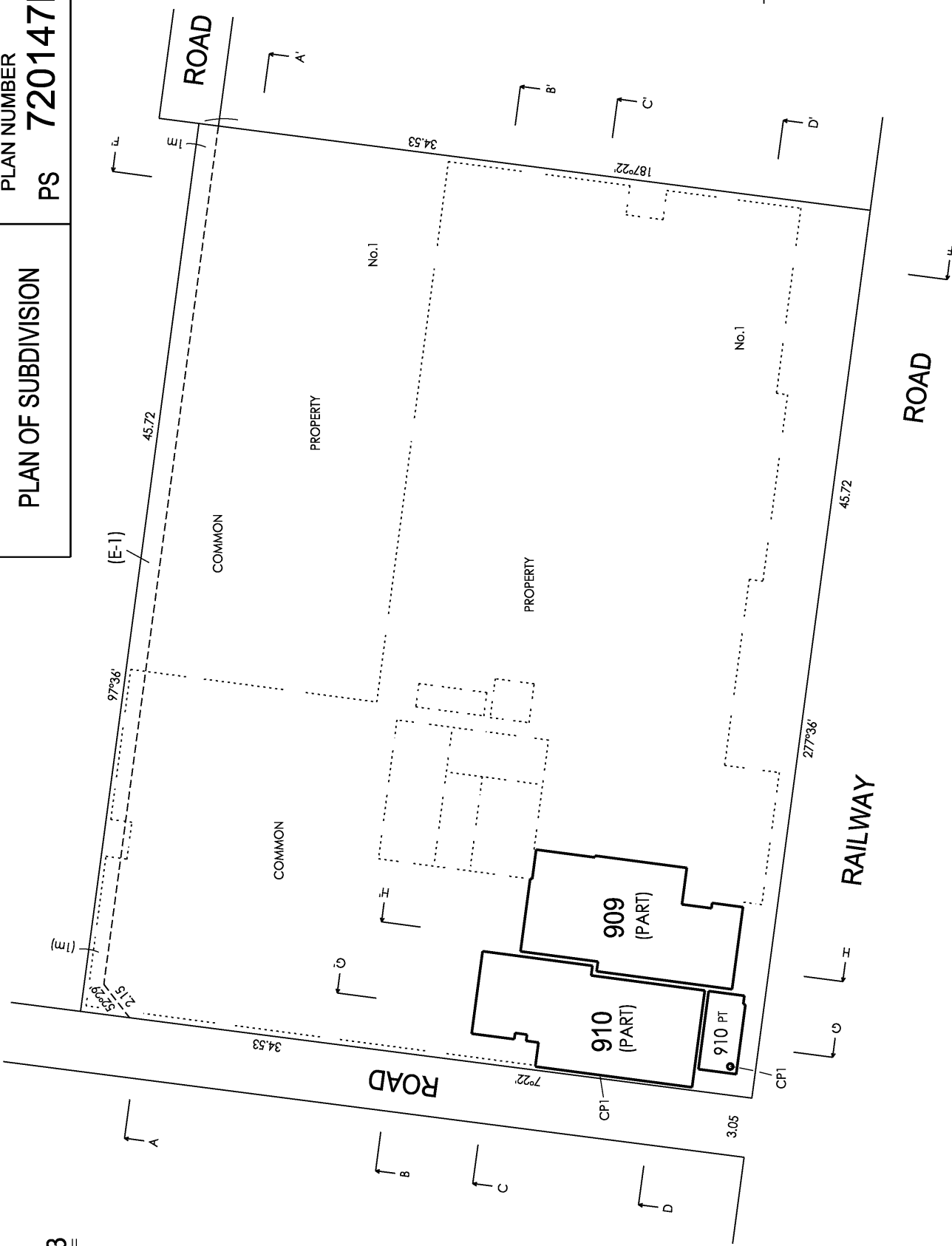
DIAGRAM 12
LEVEL 9


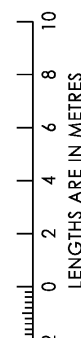
Amended by: Damian James Smale, 13/07/2017.

PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

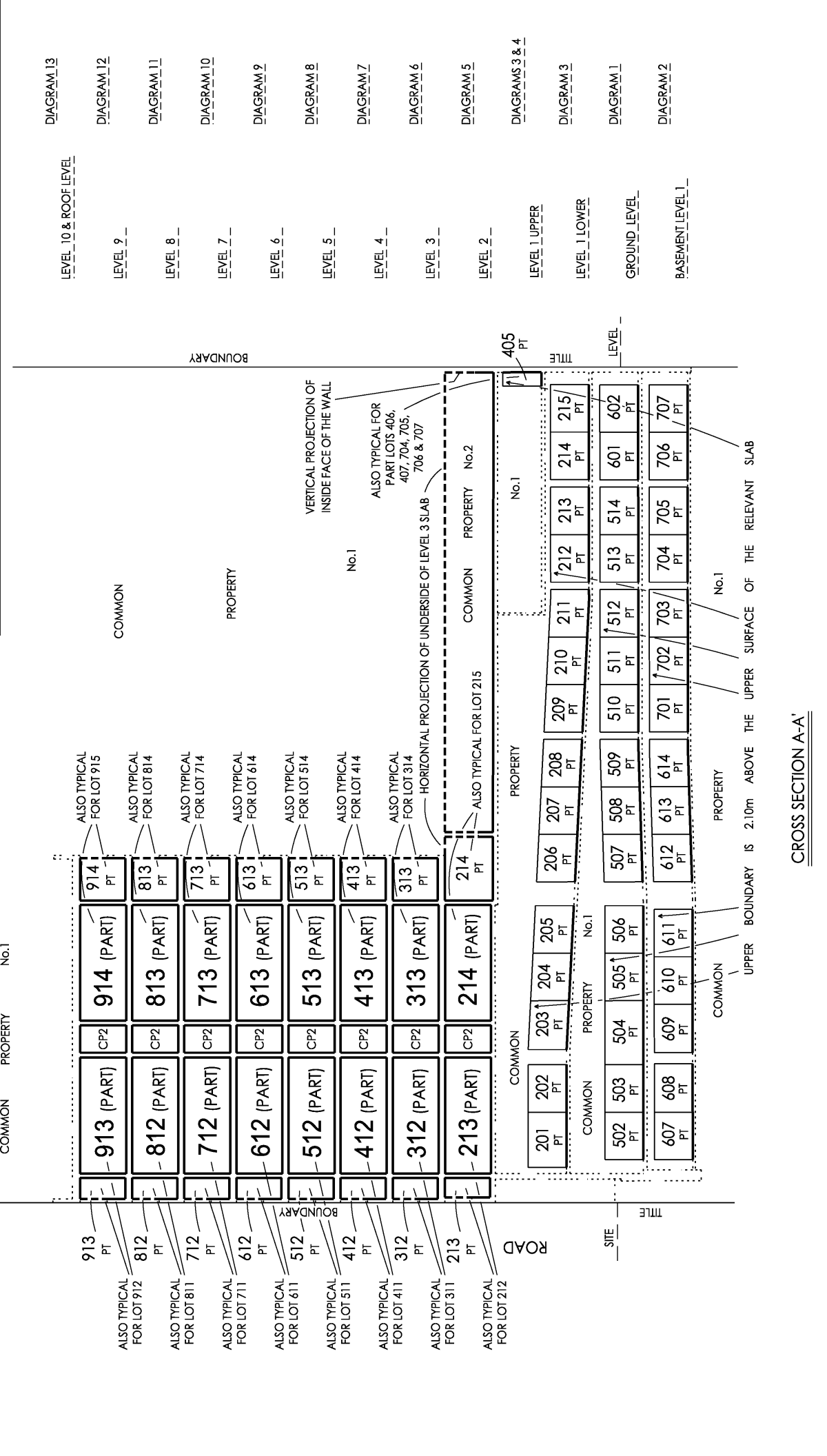
DIAGRAM 13
LEVEL 10



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PLAN OF SUBDIVISION

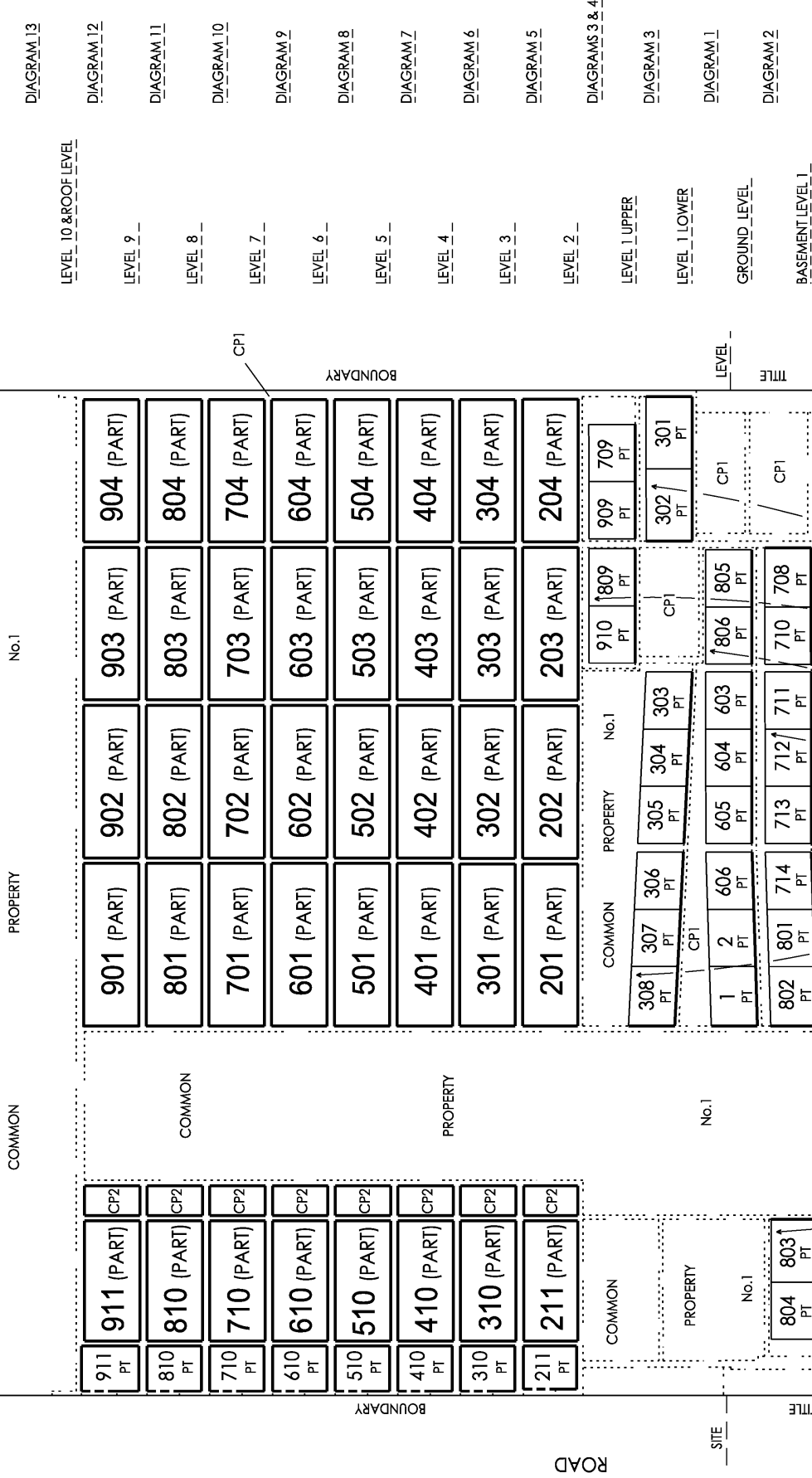
PLAN NUMBER
PS 720147D



SCALE	REF: 9028	VERSION: 7LR	SHEET 17
<p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>CROSS SECTION IS NOT SHOWN TO SCALE</p>		
<p>UPPER BOUNDARY IS 2.10m ABOVE THE UPPER SURFACE OF THE RELEVANT SLAB</p>		<p>Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B</p>	
<p>Digitally signed by: Breese Pitt Dixon Pty Ltd, Kingston City Council, 28/06/2017, SPEAR Ref: S098677B</p>		<p>Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B</p>	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D



- DIAGRAM 13
- DIAGRAM 12
- DIAGRAM 11
- DIAGRAM 10
- DIAGRAM 9
- DIAGRAM 8
- DIAGRAM 7
- DIAGRAM 6
- DIAGRAM 5
- DIAGRAMS 3 & 4
- DIAGRAM 3
- DIAGRAM 1
- DIAGRAM 2

- LEVEL 10 & ROOF LEVEL
- LEVEL 9
- LEVEL 8
- LEVEL 7
- LEVEL 6
- LEVEL 5
- LEVEL 4
- LEVEL 3
- LEVEL 2
- LEVEL 1 UPPER
- LEVEL 1 LOWER
- GROUND LEVEL
- BASEMENT LEVEL 1

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CROSS SECTION B-B'

UPPER BOUNDARY IS 2.10m ABOVE THE UPPER SURFACE OF THE RELEVANT SLAB

CROSS SECTION B-B'

SCALE

CROSS SECTION IS NOT SHOWN TO SCALE

REF: 9028

VERSION: 7LR

ORIGINAL SHEET SIZE A3

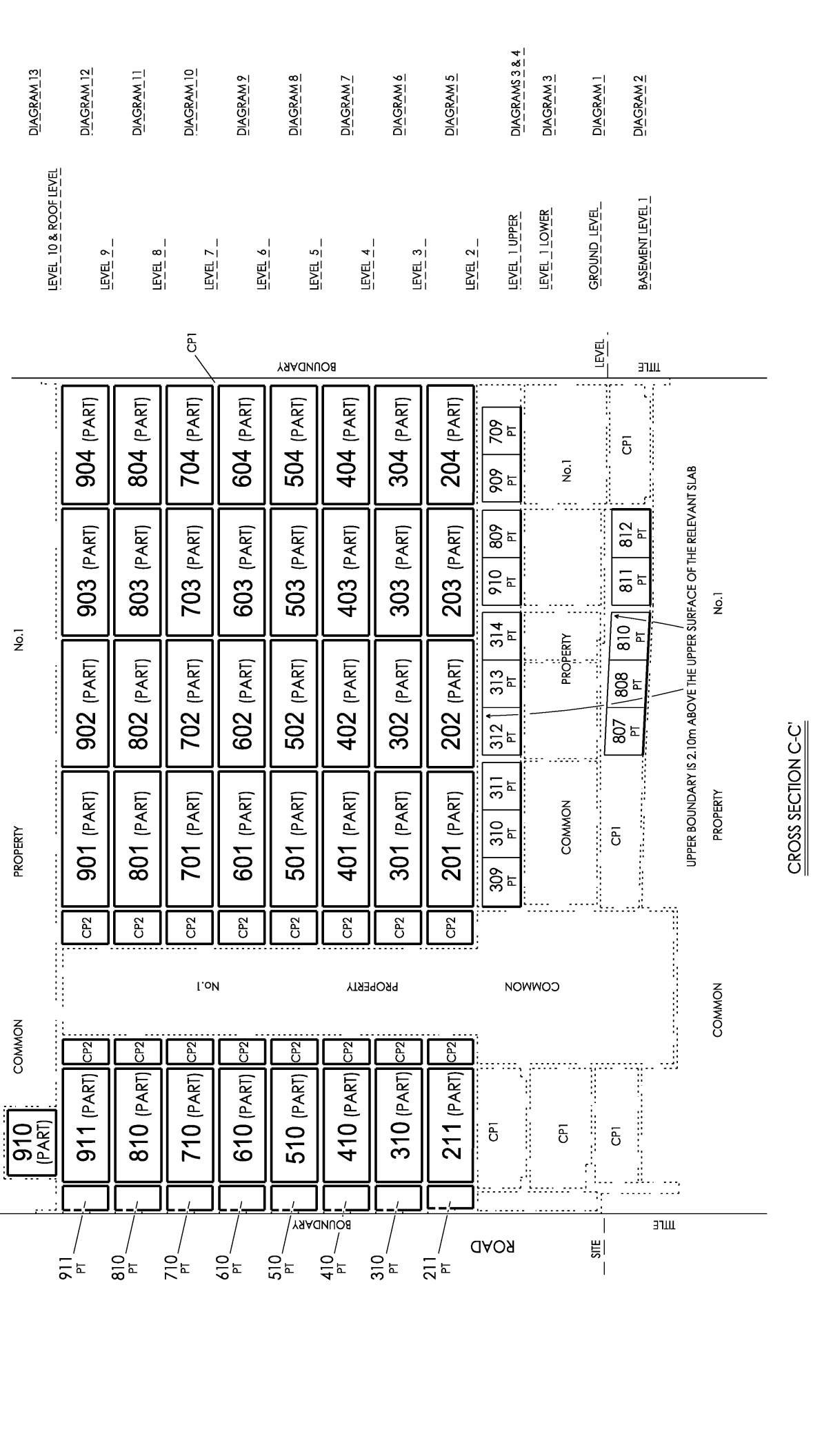
SHEET 18

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 22/06/2017, SPEAR Ref: S098677B

Digitally signed by: Kingston City Council,
 28/06/2017,
 SPEAR Ref: S098677B

PLAN OF SUBDIVISION

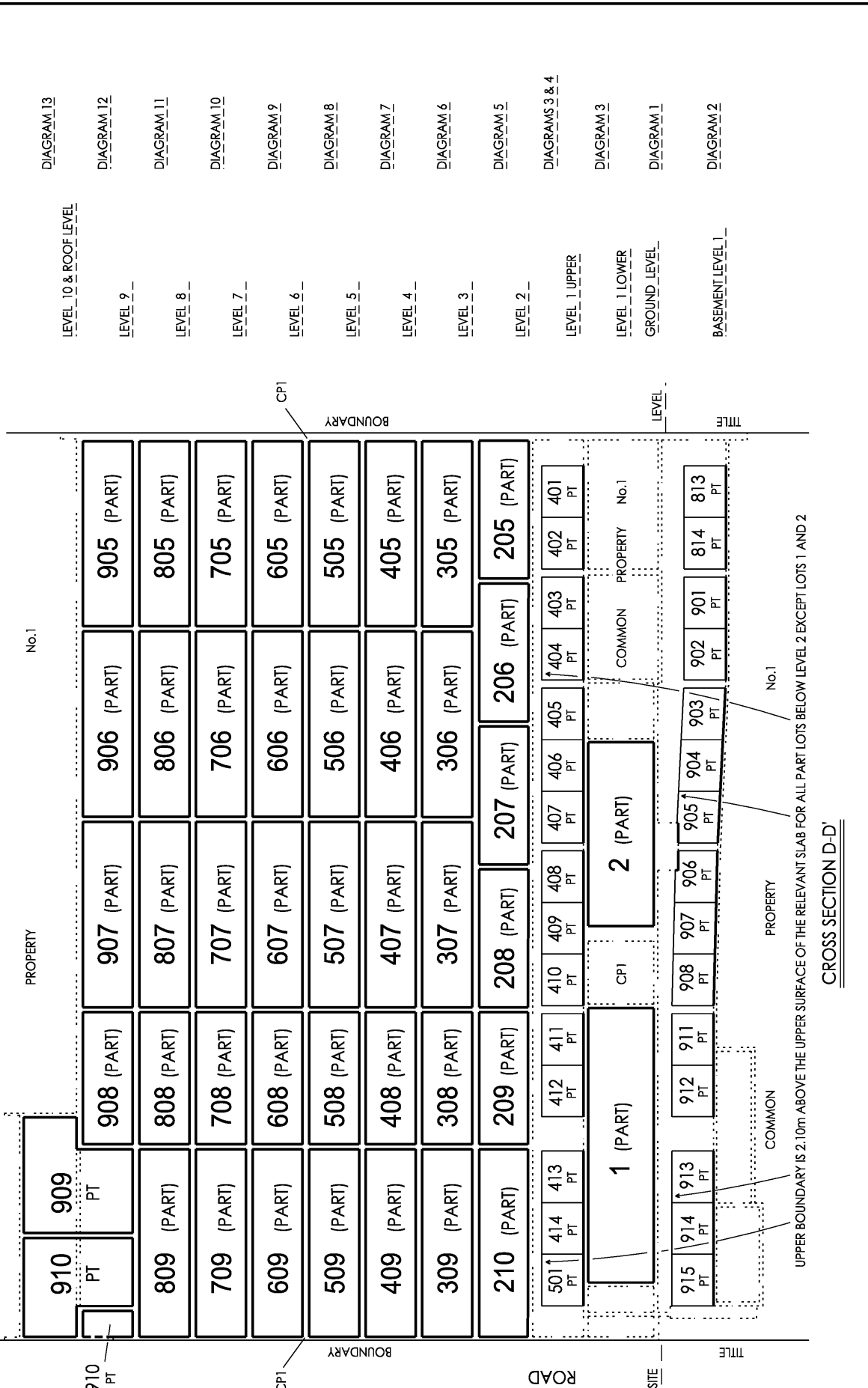
PLAN NUMBER PS 720147D



SCALE	REF: 9028	VERSION: 7LR	SHEET 19
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PLAN OF SUBDIVISION

**PLAN NUMBER
PS 720147D**

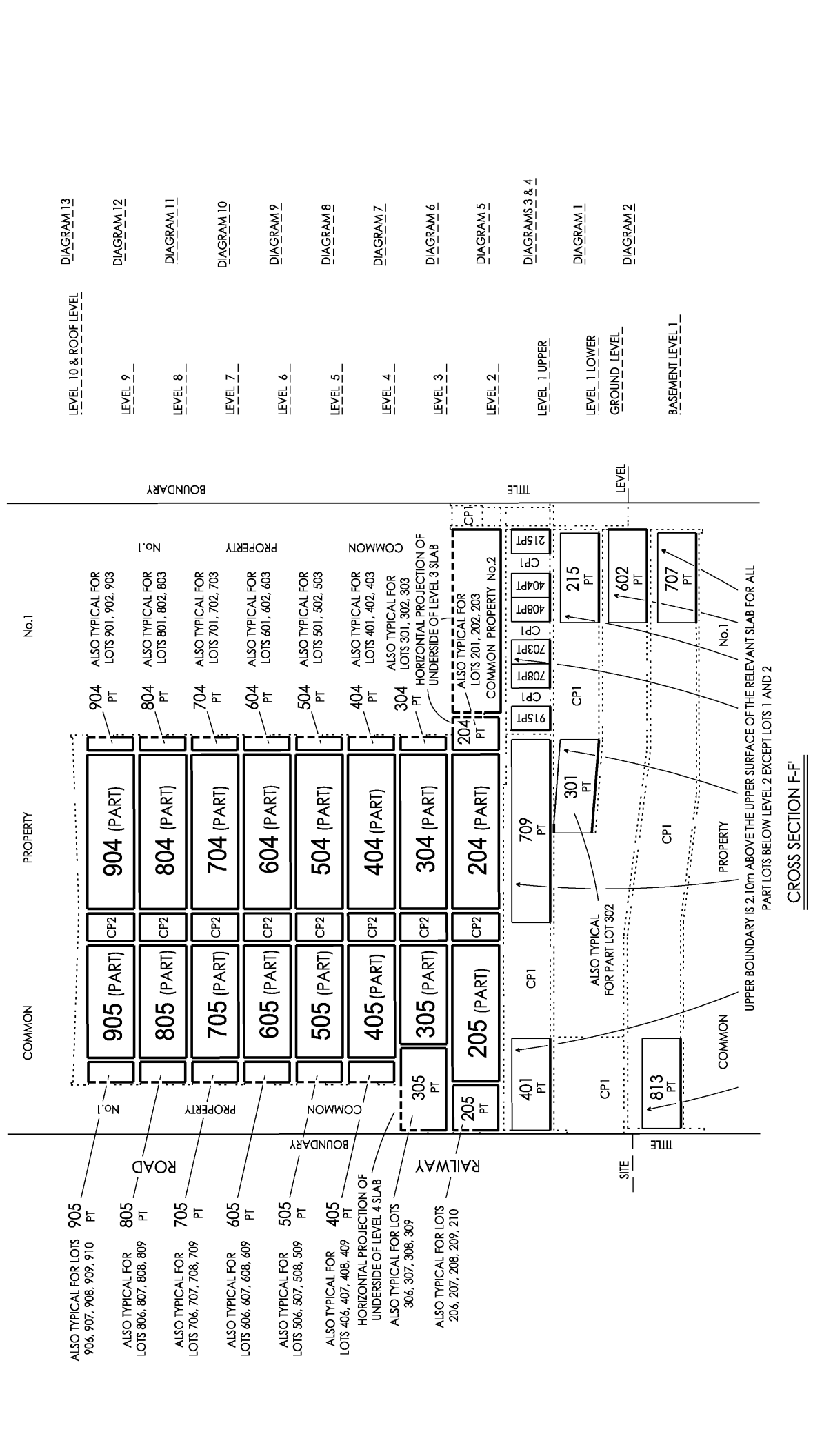


- DIAGRAM 13
- DIAGRAM 12
- DIAGRAM 11
- DIAGRAM 10
- DIAGRAM 9
- DIAGRAM 8
- DIAGRAM 7
- DIAGRAM 6
- DIAGRAM 5
- DIAGRAMS 3 & 4
- DIAGRAM 3
- DIAGRAM 1
- DIAGRAM 2
- LEVEL 10 & ROOF LEVEL
- LEVEL 9
- LEVEL 8
- LEVEL 7
- LEVEL 6
- LEVEL 5
- LEVEL 4
- LEVEL 3
- LEVEL 2
- LEVEL 1 UPPER
- LEVEL 1 LOWER
- GROUND LEVEL
- BASEMENT LEVEL 1

Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE	CROSS SECTION IS NOT SHOWN TO SCALE	REF: 9028
VERSION: 7LR		ORIGINAL SHEET SIZE A3	SHEET 20
Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B			
Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B			

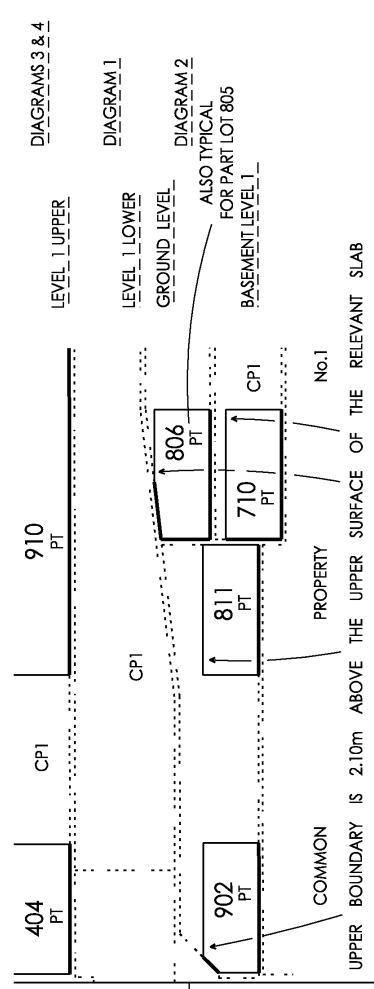
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720147D

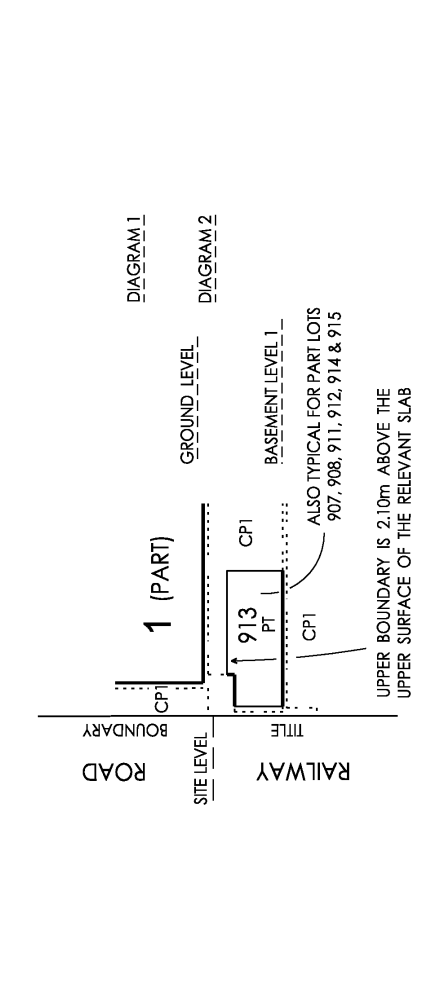


SCALE	REF: 9028	VERSION: 7LR	ORIGINAL SHEET SIZE A3
CROSS SECTION IS NOT SHOWN TO SCALE	Digitally signed by: Geoffrey Humphrey (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 22/06/2017, SPEAR Ref: S098677B		
SCALE	REF: 9028	VERSION: 7LR	SHEET 21
Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		Digitally signed by: Kingston City Council, 28/06/2017, SPEAR Ref: S098677B	

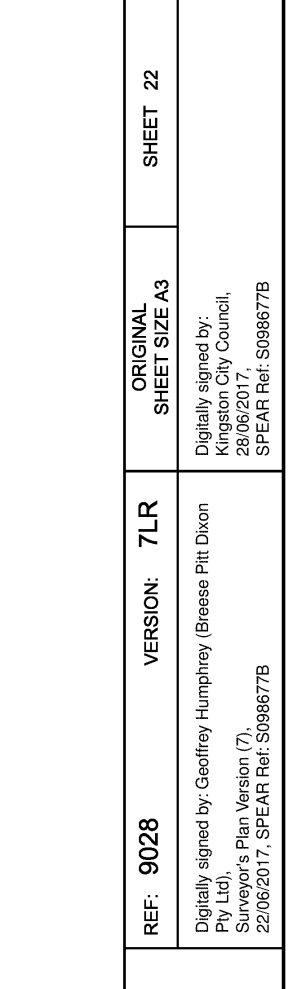
PLAN OF SUBDIVISION
PLAN NUMBER PS 720147D



CROSS SECTION J-J'



CROSS SECTION K-K'



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 Hawthorn East Vic 3123
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 www.bpd.com.au info@bpd.com.au

SCALE
 CROSS SECTION IS NOT SHOWN TO SCALE

REF: 9028
VERSION: 7LR
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ORIGINAL SHEET SIZE A3
SHEET 22

Amended by: Damian James Smale, 13/07/2017.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS720147D

The land in PS720147D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1, 2, 201 - 215, 301 - 314, 401 - 414, 501 - 514, 601 - 614, 701 - 714, 801 - 814, 901 - 915.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ENGINE PROPERTY GROUP SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

OC035742G 28/07/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AQ145443T 15/08/2017

Additional Owners Corporation Information:

OC035742G 28/07/2017

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	141	141
Lot 2	55	55
Lot 201	77	77
Lot 202	76	76
Lot 203	76	76



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS720147D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 204	74	74
Lot 205	80	80
Lot 206	78	78
Lot 207	78	78
Lot 208	78	78
Lot 209	76	76
Lot 210	104	104
Lot 211	76	76
Lot 212	66	66
Lot 213	55	55
Lot 214	69	69
Lot 215	65	65
Lot 301	74	74
Lot 302	72	72
Lot 303	72	72
Lot 304	70	70
Lot 305	89	89
Lot 306	88	88
Lot 307	88	88
Lot 308	76	76
Lot 309	104	104
Lot 310	76	76
Lot 311	66	66
Lot 312	55	55
Lot 313	64	64
Lot 314	63	63
Lot 401	74	74
Lot 402	72	72
Lot 403	72	72



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OWNERS CORPORATION 1
PLAN NO. PS720147D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 404	70	70
Lot 405	76	76
Lot 406	75	75
Lot 407	75	75
Lot 408	72	72
Lot 409	104	104
Lot 410	76	76
Lot 411	66	66
Lot 412	55	55
Lot 413	64	64
Lot 414	63	63
Lot 501	74	74
Lot 502	72	72
Lot 503	72	72
Lot 504	70	70
Lot 505	76	76
Lot 506	75	75
Lot 507	75	75
Lot 508	72	72
Lot 509	104	104
Lot 510	76	76
Lot 511	66	66
Lot 512	55	55
Lot 513	64	64
Lot 514	63	63
Lot 601	74	74
Lot 602	72	72
Lot 603	72	72
Lot 604	70	70



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS720147D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 605	76	76
Lot 606	75	75
Lot 607	75	75
Lot 608	72	72
Lot 609	104	104
Lot 610	76	76
Lot 611	66	66
Lot 612	55	55
Lot 613	64	64
Lot 614	63	63
Lot 701	74	74
Lot 702	72	72
Lot 703	72	72
Lot 704	70	70
Lot 705	76	76
Lot 706	75	75
Lot 707	75	75
Lot 708	72	72
Lot 709	110	110
Lot 710	76	76
Lot 711	66	66
Lot 712	55	55
Lot 713	64	64
Lot 714	63	63
Lot 801	74	74
Lot 802	72	72
Lot 803	72	72
Lot 804	70	70
Lot 805	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS720147D**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 806	75	75
Lot 807	75	75
Lot 808	72	72
Lot 809	110	110
Lot 810	76	76
Lot 811	66	66
Lot 812	55	55
Lot 813	64	64
Lot 814	63	63
Lot 901	74	74
Lot 902	72	72
Lot 903	72	72
Lot 904	71	71
Lot 905	76	76
Lot 906	75	75
Lot 907	75	75
Lot 908	76	76
Lot 909	111	111
Lot 910	124	124
Lot 911	69	69
Lot 912	55	55
Lot 913	64	64
Lot 914	63	63
Lot 915	63	63
Total	8603.00	8603.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS720147D

The land in PS720147D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 2, 201 - 215, 301 - 314, 401 - 414, 501 - 514, 601 - 614, 701 - 714, 801 - 814, 901 - 915.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

ENGINE PROPERTY GROUP SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

OC035743E 28/07/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AQ145444R 15/08/2017

Additional Owners Corporation Information:

OC035743E 28/07/2017

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 2	55	55
Lot 201	77	77
Lot 202	76	76
Lot 203	76	76
Lot 204	74	74



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2022 06:28:38 AM

OWNERS CORPORATION 2
PLAN NO. PS720147D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205	80	80
Lot 206	78	78
Lot 207	78	78
Lot 208	78	78
Lot 209	76	76
Lot 210	104	104
Lot 211	76	76
Lot 212	66	66
Lot 213	55	55
Lot 214	69	69
Lot 215	65	65
Lot 301	74	74
Lot 302	72	72
Lot 303	72	72
Lot 304	70	70
Lot 305	89	89
Lot 306	88	88
Lot 307	88	88
Lot 308	76	76
Lot 309	104	104
Lot 310	76	76
Lot 311	66	66
Lot 312	55	55
Lot 313	64	64
Lot 314	63	63
Lot 401	74	74
Lot 402	72	72
Lot 403	72	72
Lot 404	70	70



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2022 06:28:38 AM

OWNERS CORPORATION 2
PLAN NO. PS720147D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405	76	76
Lot 406	75	75
Lot 407	75	75
Lot 408	72	72
Lot 409	104	104
Lot 410	76	76
Lot 411	66	66
Lot 412	55	55
Lot 413	64	64
Lot 414	63	63
Lot 501	74	74
Lot 502	72	72
Lot 503	72	72
Lot 504	70	70
Lot 505	76	76
Lot 506	75	75
Lot 507	75	75
Lot 508	72	72
Lot 509	104	104
Lot 510	76	76
Lot 511	66	66
Lot 512	55	55
Lot 513	64	64
Lot 514	63	63
Lot 601	74	74
Lot 602	72	72
Lot 603	72	72
Lot 604	70	70
Lot 605	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2022 06:28:38 AM

OWNERS CORPORATION 2
PLAN NO. PS720147D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 606	75	75
Lot 607	75	75
Lot 608	72	72
Lot 609	104	104
Lot 610	76	76
Lot 611	66	66
Lot 612	55	55
Lot 613	64	64
Lot 614	63	63
Lot 701	74	74
Lot 702	72	72
Lot 703	72	72
Lot 704	70	70
Lot 705	76	76
Lot 706	75	75
Lot 707	75	75
Lot 708	72	72
Lot 709	110	110
Lot 710	76	76
Lot 711	66	66
Lot 712	55	55
Lot 713	64	64
Lot 714	63	63
Lot 801	74	74
Lot 802	72	72
Lot 803	72	72
Lot 804	70	70
Lot 805	76	76
Lot 806	75	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2022 06:28:38 AM

**OWNERS CORPORATION 2
PLAN NO. PS720147D**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 807	75	75
Lot 808	72	72
Lot 809	110	110
Lot 810	76	76
Lot 811	66	66
Lot 812	55	55
Lot 813	64	64
Lot 814	63	63
Lot 901	74	74
Lot 902	72	72
Lot 903	72	72
Lot 904	71	71
Lot 905	76	76
Lot 906	75	75
Lot 907	75	75
Lot 908	76	76
Lot 909	111	111
Lot 910	124	124
Lot 911	69	69
Lot 912	55	55
Lot 913	64	64
Lot 914	63	63
Lot 915	63	63
Total	8462.00	8462.00

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

Statement End.

CITY OF KINGSTON

Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2021 TO 30 JUNE 2022

W Wang
270 Waverley Rd
MOUNT WAVERLEY VIC 3149

TAX OFFICE
ANNEX 40 640 577 347
KINGSTON CITY COUNCIL
1502 033 356 FAX 131 900
enquiries@kingston.vic.gov.au
city.kingston.vic

NOTICE SUMMARY

Assessment Number: 179704/0
Notice Date: 06/08/2021
TOTAL AMOUNT PAYABLE
\$1,259.67
TOTAL PENALTY DEBIT: \$0.00
APPEALS NOT APPLICABLE: \$0.00

Pay online

kingston.vic.gov.au/pay

DO NOT MISS YOUR DATES FOR PAYING ONLINE

Check the amount payable on the notice. If you have any queries, contact the Council's Customer Service Centre on 1502 033 356. If you are unable to pay online, please contact the Council's Customer Service Centre on 131 900.

Council Rate & Charges 2021/2022	\$1,014.99
General Rate - CIV x 0.0016519 rate in \$	\$100.00
Municipal Charge	\$100.00
Total Council Rate & Charges 2021/2022	\$1,114.99

Victorian Government Fire Services Property Levy 2021/2022	\$30.68
FRV Residential Rate - CIV X 0.00059 rate in \$	\$114.00
FRV Residential Fire Services Property Levy - Fixed	\$144.88
Total Victorian Government Fire Services Property Levy 2021/2022	\$144.88

TOTAL \$1,259.67

PROPERTY DETAILS

609 6 Railway Road,
CHELTENHAM VIC 3192

SITE VALUE: \$45,000
CAPITAL IMPROVED VALUE: \$520,000
NET ANNUAL VALUE: \$26,000
OPERATIVE VALUATION DATE: 1 July 2021
LEVEL OF VALUE DATE: 1 January 2021
LAND USE: Residential
AVRCC: 120 - Single Unit/Villa Unit/Townhouse

Payments and ownership changes made after 25 July 2021 may not shown on this notice

CONTACT DETAILS UP TO DATE? VISIT KINGSTON.VIC.GOV.AU/CONTACTDETAILS

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2021: \$314.97
30 NOVEMBER 2021: \$314.90
29 FEBRUARY 2022: \$314.90
31 MAY 2022: \$314.90

To take up the instalment option you must make the first payment by 30 September 2021. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.
\$1,259.67
Due date 13 February 2022

DIRECT DEBIT

To pay your account by direct debit, you must first notify Council by completing and returning our authorisation form found at kingston.vic.gov.au/rates. Payments will be debited on the first of every month from September to June - your first payment includes outstanding arrears (if any).

BY POST PAYMENT AMOUNT

Advised upon application
BY DEBIT CARD MONTHLY AMOUNTS: Advised upon application

HOW TO PAY

pay online
quick and secure

kingston.vic.gov.au/pay

Register to receive your notice via email

GO TO KINGSTON.VIC.GOV.AU/RATES

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER: 179704/0

RATEPAYER: W Wang

PROPERTY DESCRIPTION: 609 6 Railway Road, CHELTENHAM VIC 3192

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS

BPAY

1300 274 448

BILLER CODE 8838

REP 1797 040

BPAY

131 900

BILLER CODE 8838

REP 1797 040

Post Bllpay

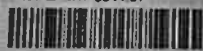
131 900

BILLER CODE 8838

REP 0017 9704 0

ARRARS ONLY \$0.00

INSTALLMENT \$314.97



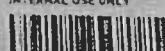
*327 001797040

FULL PAYMENT \$1,259.67



*327 001797040

INTERNAL USE ONLY



Loke & Associates
E-mail: loke@lokenassociates.com.au

Statement for property:
UNIT 609 LOT 609 6 RAILWAY ROAD
CHELTENHAM 3192
609 PS 720147

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
26N//06699/00078	18254 wei qiang wang	03 APRIL 2022	41258860

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	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/04/2022 to 30/06/2022	\$26.39

(b) By South East Water

Water Service Charge	01/04/2022 to 30/06/2022	\$23.28
Sewerage Service Charge	01/04/2022 to 30/06/2022	\$91.12
Subtotal Service Charges		<u>\$220.99</u>
Usage Charges*	Billed until 20/1/2022	\$110.20
Arrears		\$224.10
TOTAL UNPAID BALANCE		\$555.29

- The meter at the property was last read on 20/01/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.35 per day
Sewage Disposal Charge	\$0.10 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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au 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

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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 (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:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

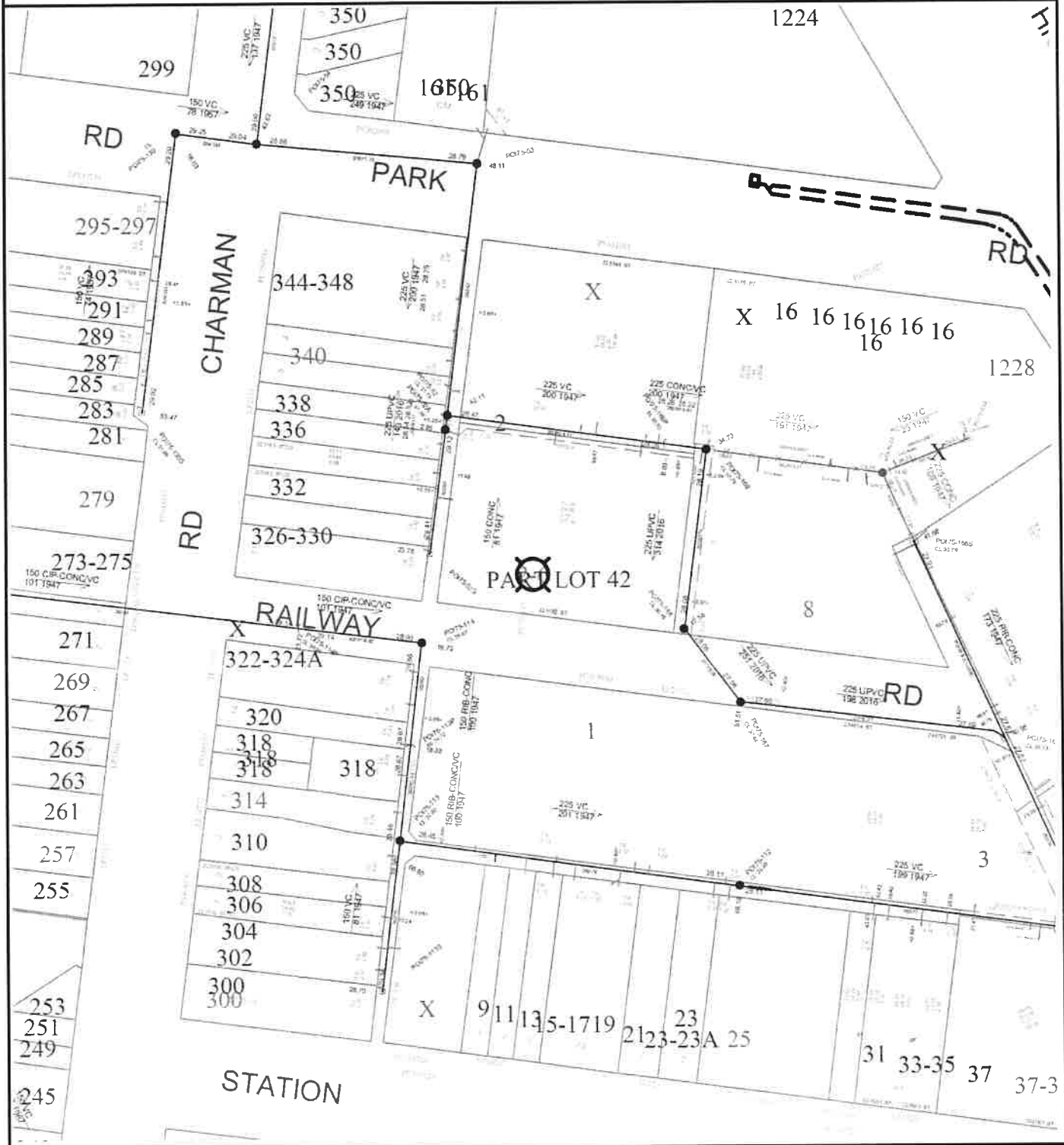
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 41258860



Date: 03APRIL2022



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	<1.0>	Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

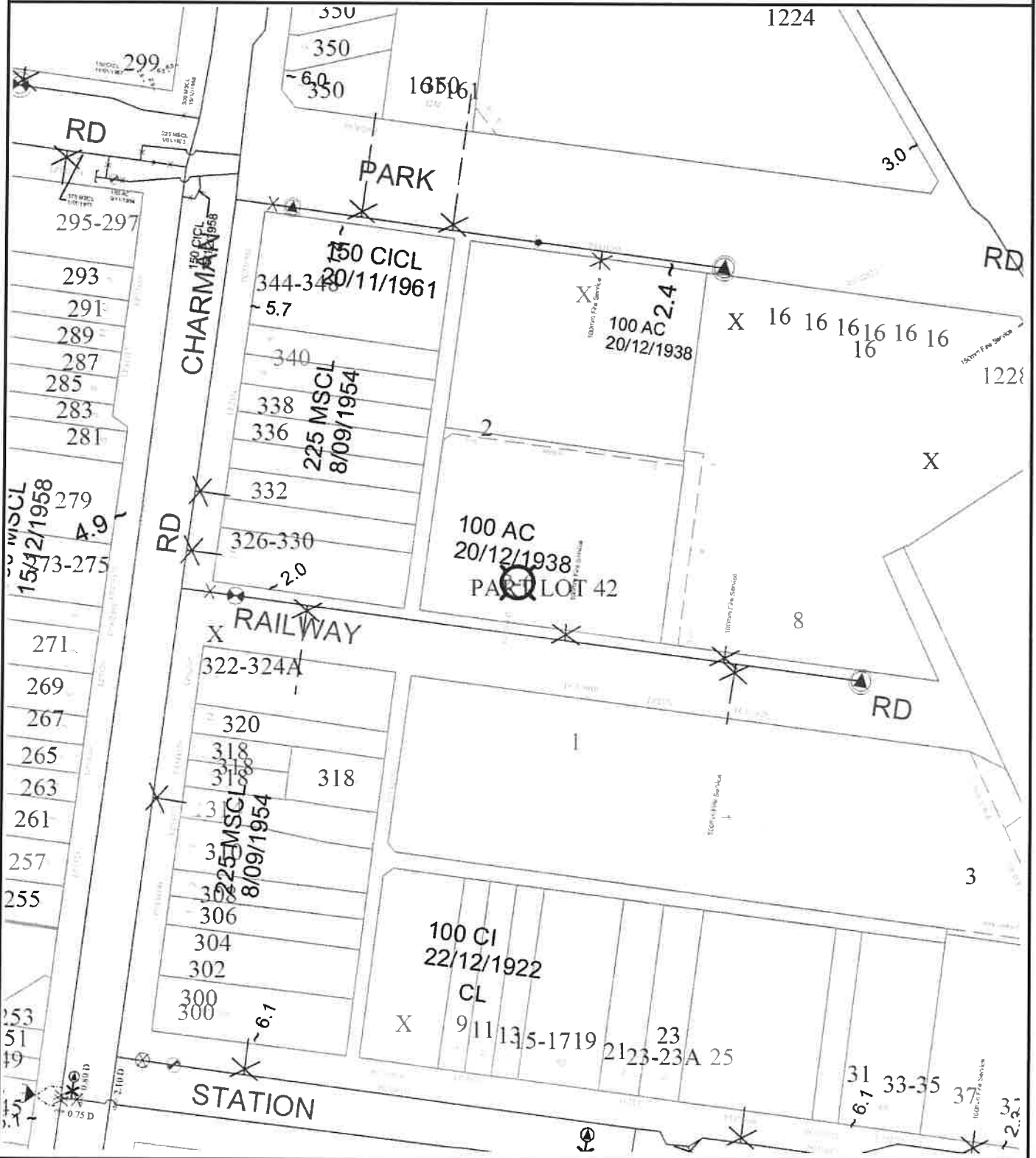


Property: Lot 609 UNIT 609 6 RAILWAY ROAD CHELTENHAM 3192

Case Number: 41258860

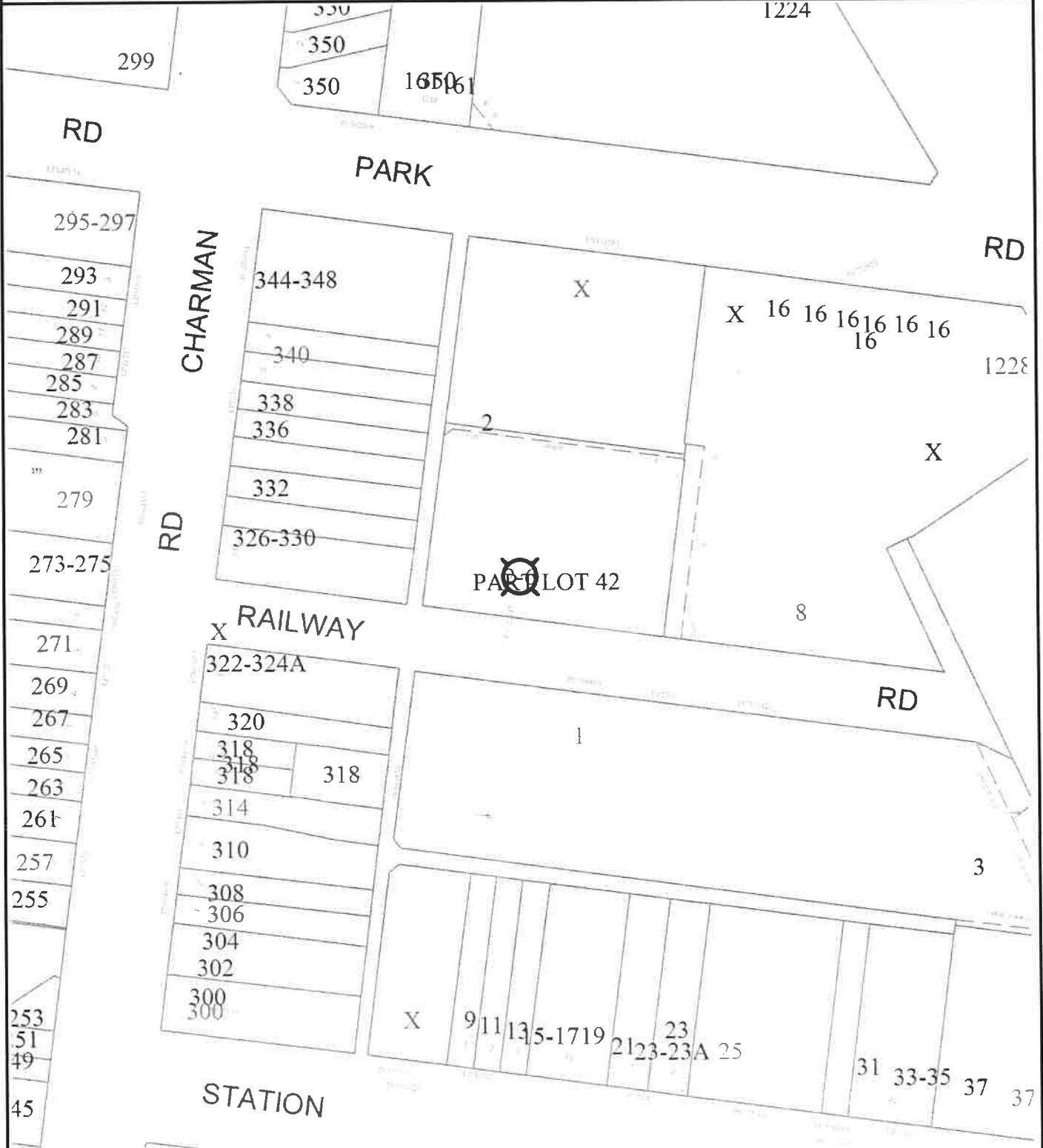


Date: 03APRIL2022



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

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



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

LEGEND

- | | | | | | |
|---------|---------------------|--|--------------------------------|-------|----------------------|
| — | Title/Road Boundary | | Subject Property | | Hydrant |
| - - - - | Proposed Title/Road | | Recycled Water Main Valve | | Fireplug/Washout |
| - - - - | Easement | | Recycled Water Main & Services | ~ 1.0 | Offset from Boundary |

From www.planning.vic.gov.au on 01 April 2022 02:36 PM

PROPERTY DETAILS

Address: **UNIT 609/6 RAILWAY ROAD CHELTENHAM 3192**
 Lot and Plan Number: **Lot 609 PS720147**
 Standard Parcel Identifier (SPI): **609\PS720147**
 Local Government Area (Council): **KINGSTON**
 Council Property Number: **525075**
 Planning Scheme: **Kingston**
 Directory Reference: **Melway 86 J1**

www.kingston.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/kingston

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

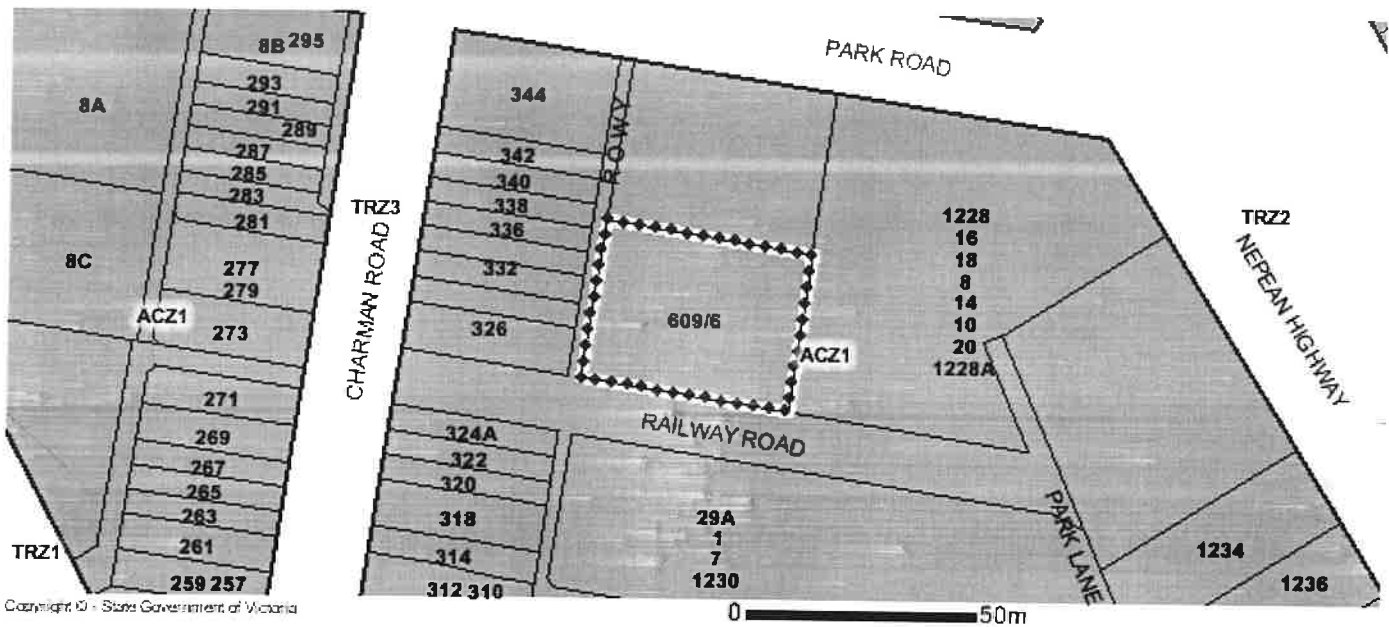
STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **SANDRINGHAM**

Planning Zones

ACTIVITY CENTRE ZONE (ACZ)

ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)



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- ACZ - Activity Centre
- TRZ1 - unknown
- TRZ2 - unknown
- TRZ3 - unknown

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

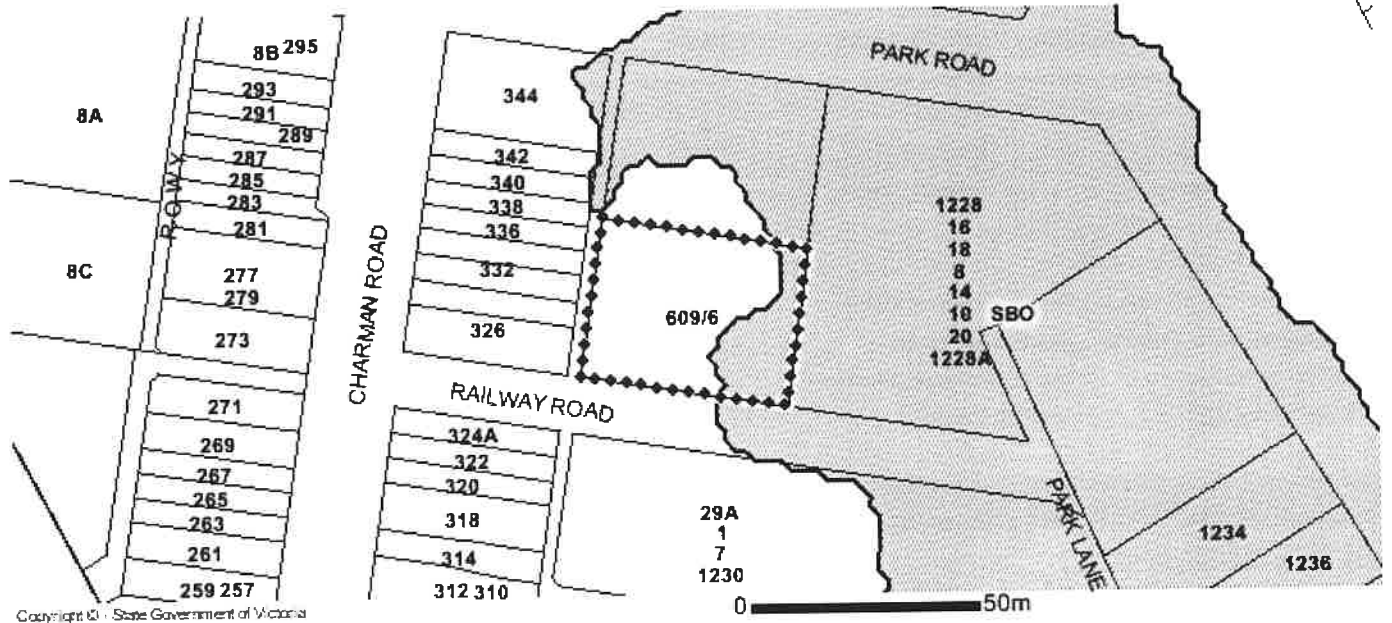
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



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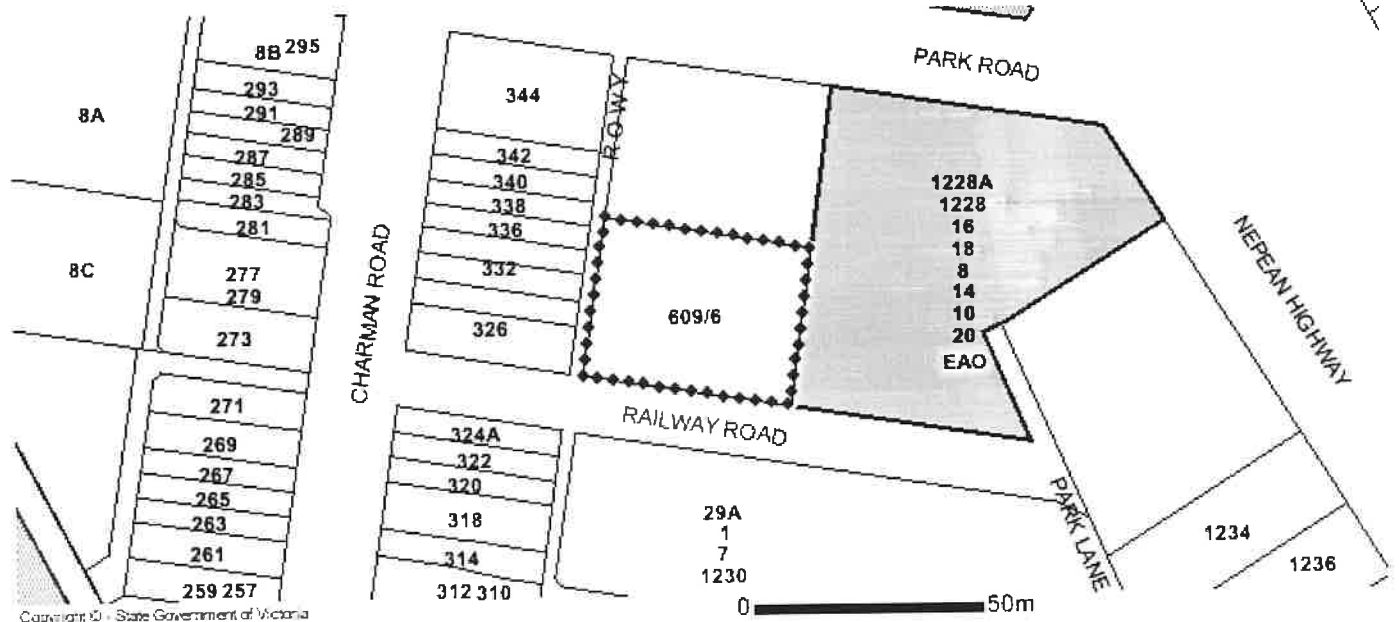
SBO - Special Building

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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EAO - Environmental Audit

HO - Heritage

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

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Areas of Aboriginal Cultural Heritage Sensitivity

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

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

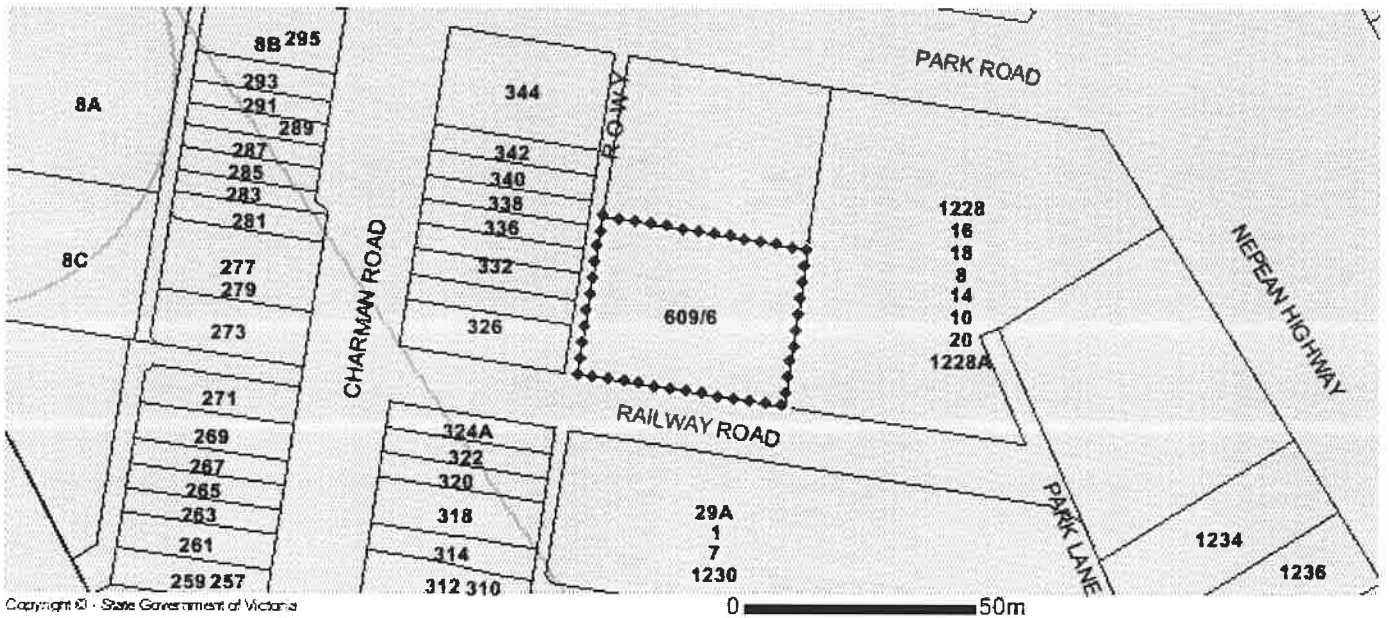
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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Aboriginal Heritage

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Further Planning Information

Planning scheme data last updated on 30 March 2022.

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>

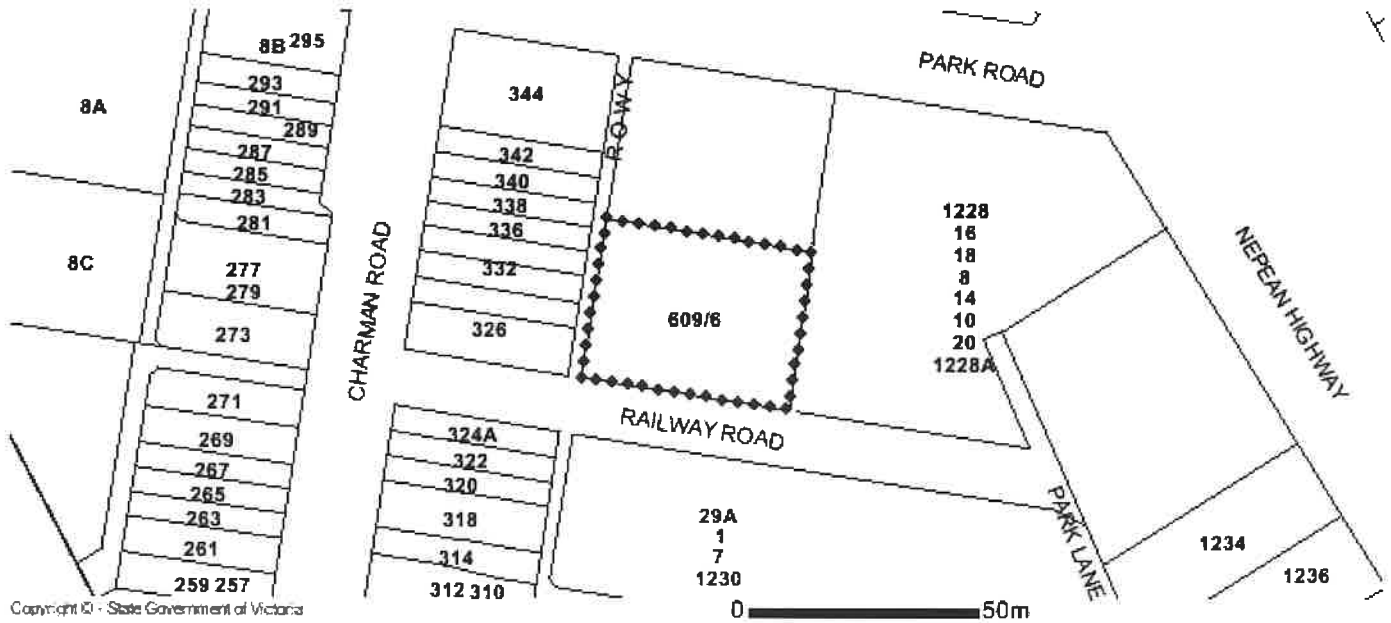
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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Designated Bushfire Prone Area

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

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

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

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

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

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

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

Owners Corporation Certificate

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: **720147D-1**
Address: **ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192**
This certificate is issued for: **Lot 609 on Plan of Subdivision No 720147D-1**
Postal address is: **609/6 Railway Road, CHELTENHA VIC 3192**
Applicant for the certificate is: **Loke & Associates**
Address for delivery of certificate: **loke@lokeassociates.com.au**
Date that the application was received: **1 April 2022**

IMPORTANT:

The information in this certificate is issued on **4 April 2022**. You should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot for the financial year 01 Aug 2021 to 31 Jul 2022 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

Administrative Fund

The current fees for the lot are **\$3,231.40** per annum.

Due Date	Amount	Period
01 Aug 2021	\$807.90	01 Aug 2021 to 31 Oct 2021
01 Nov 2021	\$807.90	01 Nov 2021 to 31 Jan 2022
01 Feb 2022	\$807.80	01 Feb 2022 to 30 Apr 2022
01 May 2022	\$807.80	01 May 2022 to 31 Jul 2022
TOTAL	\$3,231.40	

Maintenance Fund

The current fees for the lot are **\$990.80** per annum.

Due Date	Amount	Period
01 Aug 2021	\$238.20	01 Aug 2021 to 31 Oct 2021
01 Nov 2021	\$238.20	01 Nov 2021 to 31 Jan 2022
01 Feb 2022	\$257.20	01 Feb 2022 to 30 Apr 2022
01 May 2022	\$257.20	01 May 2022 to 31 Jul 2022
TOTAL	\$990.80	

- (b) The date to which the fees for the lot have been paid up to is: **30 Apr 2022**

The total of any unpaid fees or charges for the lot is: **Total Amount Owning: (c) + (d) = \$0.00**

Outstanding amounts are payable by BPAY:

Biller Code:96503

Reference Number: 250284874 90000149671

- (c) *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

Maintenance Fund

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
None scheduled at this date
- (f) Are there any rules or regulations owners, occupiers or the public are required to adhere to? **Yes, refer attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporation Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**
- (g) Are there any current non-compliance to the rules or regulations affecting this lot? If so, please provide details: **Nil**

(h) The Owners Corporation has the following insurance cover:

Policy No.	93213727	Chubb Insurance Australia Ltd		
Type:	Strata	Broker: Honan Insurance Brokers IBM Tower, 60 City Road, Melbourne VIC 3001		
Premium:	\$28,069.07	Paid on:	05/07/2021	Policy start date: 27/06/2021 Next due: 27/06/2022
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
Building		\$27,000,000.00	\$1,000.00	\$20,000 excess for earthquake, subterranean fire or volcanic eruption.
Common Area Contents		\$270,000.00	\$1,000.00	
Loss Of Rent / Temp Accom		\$4,050,000.00	\$1,000.00	
General Liability		\$20,000,000.00	\$1,000.00	
Crime		\$100,000.00	\$1,000.00	
Machinery Breakdown		\$100,000.00	\$1,000.00	
Management Committee Liability		\$1,000,000.00	\$1,000.00	
Professional Expenses		\$30,000.00	\$1,000.00	
Appeal Expenses		\$150,000.00	\$1,000.00	
Voluntary Workers		\$500,000.00	\$1,000.00	\$200,000 per volunteer

- (i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **N/A**
- (j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**
- (k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **Nil**
- (l) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **Refer to attached schedule of contracts, agreements, leases & licenses**
- (m) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **No**
- (n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **None as at this date**
- (o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **Nil**

- (p) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, then provide details:
The manager is: **Engine Owners Corporation Management Pty Ltd**
Suite 201, 126 Wellington Parade
EAST MELBOURNE VIC 3002
Telephone: 1800 364 463
- (q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **Nil**
- (r) Documents required to be attached to the Owners Corporation certificate are:
- A copy of the minute of the last annual general meeting of the Owners Corporation
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporation's Regulations 2018 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

IMPORTANT: This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to orders@enginepropertygroup.com.au. Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:
Engine Property Group Pty Ltd
PO Box 589
East Melbourne VIC 8002

Requests for Certificate/s must be accompanied by a cheque payable to: **Engine Property Group Pty Ltd**

Schedule of rates is available on application to: reception@enginepropertygroup.com.au

Phone: **1800 364 463**

Date of Issue: **4 April 2022**

This Owners Corporation certificate was prepared by:



Holly Cook
Manager
As the Delegate of the Owners Corporation



Owners Corporation Certificate

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: **720147D-2**
Address: **ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192**
This certificate is issued for: **Lot 609 on Plan of Subdivision No 720147D-2**
Postal address is: **609/6 Railway Road, CHELTENHAM VIC 3192**
Applicant for the certificate is: **Loke & Associates**
Address for delivery of certificate: **loke@lokeassociates.com.au**
Date that the application was received: **1 April 2022**

IMPORTANT:

The information in this certificate is issued on **4 April 2022**. You should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot for the financial year 01 Aug 2021 to 31 Jul 2022 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

Administrative Fund

The current fees for the lot are **\$1,757.60** per annum.

Due Date	Amount	Period
01 Aug 2021	\$439.40	01 Aug 2021 to 31 Oct 2021
01 Nov 2021	\$439.40	01 Nov 2021 to 31 Jan 2022
01 Feb 2022	\$439.40	01 Feb 2022 to 30 Apr 2022
01 May 2022	\$439.40	01 May 2022 to 31 Jul 2022
TOTAL	\$1,757.60	

Maintenance Fund

The current fees for the lot are **\$524.80** per annum.

Due Date	Amount	Period
01 Aug 2021	\$126.20	01 Aug 2021 to 31 Oct 2021
01 Nov 2021	\$126.20	01 Nov 2021 to 31 Jan 2022
01 Feb 2022	\$136.20	01 Feb 2022 to 30 Apr 2022
01 May 2022	\$136.20	01 May 2022 to 31 Jul 2022
TOTAL	\$524.80	

- (b) The date to which the fees for the lot have been paid up to is: **30 Apr 2022**

The total of any unpaid fees or charges for the lot is: **Total Amount Owning: (c) + (d) = \$0.00**

Outstanding amounts are payable by BPAY:

Biller Code:96503

Reference Number: 249838939 90000150827

- (c) *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

Maintenance Fund

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
None scheduled at this date
- (f) Are there any rules or regulations owners, occupiers or the public are required to adhere to? **Yes, refer attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporation Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**
- (g) Are there any current non-compliance to the rules or regulations affecting this lot? If so, please provide details: **Nil**

(h) The Owners Corporation has the following insurance cover:

Policy No.	93213727	Chubb Insurance Australia Ltd		
Type:	Strata	Broker: Honan Insurance Brokers IBM Tower, 60 City Road, Melbourne VIC 3001		
Premium:	\$28,069.07	Paid on:	05/07/2021	Policy start date: 27/06/2021 Next due: 27/06/2022
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
Building		\$27,000,000.00	\$1,000.00	\$20,000 excess for earthquake, subterranean fire or volcanic eruption.
Common Area Contents		\$270,000.00	\$1,000.00	
Loss Of Rent / Temp Accom		\$4,050,000.00	\$1,000.00	
General Liability		\$20,000,000.00	\$1,000.00	
Crime		\$100,000.00	\$1,000.00	
Machinery Breakdown		\$100,000.00	\$1,000.00	
Management Committee Liability		\$1,000,000.00	\$1,000.00	
Professional Expenses		\$30,000.00	\$1,000.00	
Appeal Expenses		\$150,000.00	\$1,000.00	
Voluntary Workers		\$500,000.00	\$1,000.00	\$200,000 per volunteer

- (i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **N/A**
- (j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**
- (k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **Nil**
- (l) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **Refer to attached schedule of contracts, agreements, leases & licenses**
- (m) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **No**
- (n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **None as at this date**
- (o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: **Nil**

- (p) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, then provide details:
The manager is: **Engine Owners Corporation Management Pty Ltd**
Suite 201, 126 Wellington Parade
EAST MELBOURNE VIC 3002
Telephone: 1800 364 463
- (q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **Nil**
- (r) Documents required to be attached to the Owners Corporation certificate are:
- A copy of the minute of the last annual general meeting of the Owners Corporation
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporation's Regulations 2018 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

IMPORTANT: This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.
2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to orders@enginepropertygroup.com.au. Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

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Engine Property Group Pty Ltd
PO Box 589
East Melbourne VIC 8002

Requests for Certificate/s must be accompanied by a cheque payable to: **Engine Property Group Pty Ltd**

Schedule of rates is available on application to: reception@enginepropertygroup.com.au

Phone: **1800 364 463**

Date of Issue: **4 April 2022**

This Owners Corporation certificate was prepared by:



Holly Cook
Manager
As the Delegate of the Owners Corporation



21 December 2021

ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192

Plan No 720147D 1 - 2

NOTICE OF INTERIM DECISIONS

Dear Owner,

We write to you as the Owners Corporation Manager of the abovementioned property in reference to the recent Annual General Meeting held on Thursday 09 December 2021.

At that meeting there was not a quorum present, which is at least 50% of the total votes or if 50% of the total votes is not available the quorum is 50% of the total lot entitlements.

The meeting proceeded but all resolutions made are interim resolutions.

In accordance with the Owners Corporations Act, 2006, Section 78, notice of all interim resolutions and the minutes of the meeting at which the interim resolutions were made must be forwarded to all lot owners within 14 days of the meeting.

Please find attached the minutes of that meeting.

We draw your attention to Section 78, sub-sect (4) of the Owners Corporations Act, 2006:

(4) Interim resolutions become resolutions of the Owners Corporation.

- (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

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

Please contact Engine should you have any enquiries on 1800 364 463.

Kind regards,

Holly Cook
Portfolio Executive

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATIONS PLAN NO: 720147D 1 - 2
PROPERTY ADDRESS: ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192**

An Annual General Meeting of the Owners Corporations was held:

Date: Thursday 09 December 2021

Time: 05:30 PM

Place: Zoom Teleconference

1 QUORUM

The following Lots were in attendance:

Lot	Representative	Owner Name
212	Mrs Anna Vougioukas	Mrs Anna Vougioukas
210	Sonja A McShane	Sonja A McShane
215	Stephanie K Berry	Stephanie K Berry
309	Anne-Marie Hardwick	Gary L & Jennifer L Smith
311	Anne-Marie Hardwick	Felicity Simpson
313	Anne-Marie Hardwick	Nicholas A Enright
314	Anne-Marie Hardwick	Burcu Altay
404	Anne-Marie Hardwick	Wilson Sumali
405	Anne-Marie Hardwick	Xiaolin Lie & Peng Zhao
407	Anne-Marie Hardwick	Chao Fan
409	Anne-Marie Hardwick	David E & Lynda L Lowe
410	Anne-Marie Hardwick	Fei Wang
413	Anne-Marie Hardwick	Burcu Altay
501	Anne-Marie Hardwick	Ms Hui Xue Zhang
508	Andrew Bonwick	Andrew Bonwick
602	Anne-Marie Hardwick	Vered Sharp
603	Anne-Marie Hardwick	Asaf Danino
604	Anne-Marie Hardwick	Amadom Nagash
605	Mr Peter Pham	Mr Peter Pham
608	Nicholas John Wilson	Nicholas John Wilson
701	Nick Distefano	Maria Distefano
702	Anne-Marie Hardwick	Railway Investments as trustee for M&S Asflour SF
704	Anne-Marie Hardwick	Guy Peleg
706	Angela Sagoe-Crentsil	Angela Sagoe-Crentsil
708	Jack M Ogilvie	Jack M Ogilvie
803	Symona Gingis	Symona Gingis
809	Graham & Theresa Lyford	Graham & Theresa Lyford
904	Anne-Marie Hardwick	Gamini T Nugapitiya & Champa K Bandaranayake
905	Terence Sandler	Terence Sandler
906	Michael M Shamsiev	Michael M Shamsiev
907	Anne-Marie Hardwick	Richard L & Linda T Southey
908	Nicole Ruth Croker	Nicole Ruth Croker
910	Anne-Marie Hardwick	Ilixir Penthouse Pty Ltd AFT Ilixir Penthouse Cust
913	Anne-Marie Hardwick	Mr Robert K & Mrs Melissa W Hayde

Also present;

Holly Cook - Portfolio Executive of Engine Property Group

Taylor McMahon - Executive Assistant of Engine Property Group

Anne-Marie Hardwick - General Manager of Oliver Hume

Vai Faaope - Lifestyle Manager of Oliver Hume

A quorum did not exist.

Pursuant to Section 77, Owners Corporations Act 2006, a quorum did not exist. Therefore, all decisions made are deemed interim decisions with any Member whose lot entitlements exceed 25% of total lot entitlements having twenty-eight (28) days from the meeting to petition a meeting to discuss any issues or alternatively after twenty-nine (29) days, interim decisions made become decisions of the Owners Corporation.

2 CHAIRPERSON

Holly Cook was appointed to chair the meeting.

3 CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING

It was resolved that the minutes of the Annual General Meeting held on Monday 12 October 2020 were a true and accurate account of that meeting.

Voting: Passed without dissent.

4 MATTERS ARISING

Members confirmed that there were no matters arising from the previous Annual General Meeting held on Monday 12 October 2020.

5 FINANCIAL STATEMENTS

Owners Corporation 1

Motion:

It was resolved that the Financial Statements for the period ending 31 July 2021 as attached to the notice of meeting be received and adopted.

Members Administration Fund Closing Balance	\$79,000.14 (exc. GST)
Members Maintenance Fund Closing Balance	\$143,609.55 (exc. GST)

Voting: Motion passed without dissent.

Owners Corporation 2

Motion:

It was resolved that the Financial Statements for the period ending 31 July 2021 as attached to the notice of meeting be received and adopted.

Members Administration Fund Closing Balance	\$37,542.69 (exc. GST)
Members Maintenance Fund Closing Balance	\$73,176.37 (exc. GST)

Voting: Motion passed without dissent.

Members requested that the percentages of arrears be circulated with the minutes (attached as requested). Members requested that the manager elaborate on the consultants expense noted in the financial statements. Members were advised that the consultancy expenses were for Alpha Environmental Pty Ltd to conduct the quarterly air monitoring audit compliance as required by the EPA.

6 FINANCIAL AUDIT

Owners Corporation 1

Motion:

It was resolved that the Owners Corporation engages Grant Thornton for the prescribed fee of \$2,700 (excl. GST), to audit the financial statements for the year ending 31 July 2022 to enable the Owners Corporation to fulfil its statutory requirements under the Owners Corporations Act 2006

Voting: Motion passed without dissent.

Owners Corporation 2

Motion:

It was resolved that the Owners Corporation engages Grant Thornton for the prescribed fee of \$2,700 (excl. GST), to audit the financial statements for the year ending 31 July 2022, to enable the Owners Corporation to fulfil its statutory requirements under the Owners Corporations Act 2006.

Voting: Motion passed without dissent.

7 ADMINISTRATION FUND BUDGETS

Owners Corporation 1

Motions:

a) It was resolved to receive and adopt the below mentioned Administration Fund Budget for the year ending 31 July 2022 as approved by the Committee on 14 October 2021.

Members Administration Fund: \$243,000.00 (exc. GST)

b) It was resolved that the fees be set in accordance with Section 23(1) of the Owners Corporations Act 2006, based on unit of liability and that the fees be paid in advance in quarterly instalments, being due on 1/08/2021, 01/11/2021, 01/02/2022, 01/05/2022.

c) It was resolved that in the event that the time between annual general meetings exceeds twelve months that the current annual fees continue to be charged at the current amount per lot into the next financial year until such time as that next financial year's budget is adopted.

Voting: Motions passed without dissent.

Owners Corporation 2

Motions:

a) It was resolved to receive and adopt the below mentioned Administration Fund Budget for the year ending 31 July 2022 as approved by the Committee on 14 October 2021.

Members Administration Fund: \$130,000.00 (exc. GST)

b) It was resolved that the fees be set in accordance with Section 23(1) of the Owners Corporations Act 2006, based on unit of liability and that the fees be paid in advance in quarterly instalments, being due on 1/08/2021, 01/11/2021, 01/02/2022, 01/05/2022.

c) It was resolved that in the event that the time between annual general meetings exceeds twelve months that the current annual fees continue to be charged at the current amount per lot into the next financial year until such time as that next financial year's budget is adopted.

Voting: Motions passed without dissent.

8 MAINTENANCE FUND BUDGETS

Owners Corporation 1

Motions:

a) It was resolved to receive and adopt the below mentioned Maintenance Fund Budget (excl. GST) for the year ending 31 July 2022 as approved by the Committee on 14 October 2021.

Maintenance Fund Budget: \$74,509.00 (exc. GST)

b) It was resolved that the fees be set in accordance with Section 23 (2) of the Act based on Units of Lot Liability and that the fees are paid in advance in quarterly instalments, the first such instalment being due on 1/08/2021 and subsequent instalments being due on 01/11/2021, 01/02/2022 and 01/05/2022.

c) It was resolved that any insurance moneys required to be paid into the Maintenance Fund by Section 42 (b) of the Owners Corporation Act 2006, may be applied without further resolution of the Owners Corporation in payment for the repairs to the damaged property in respect of which the insurance moneys have been paid by the insurer.

Voting: Motions passed without dissent.

Owners Corporation 2

Motions:

a) It was resolved to receive and adopt the below mentioned Maintenance Fund Budget (excl. GST) for the year ending 31 July 2022 as approved by the Committee on 14 October 2021.

Maintenance Fund Budget: \$38,817.00 (exc. GST)

b) It was resolved that the fees be set in accordance with Section 23 (2) of the Act based on Units of Lot Liability and that the fees are paid in advance in quarterly instalments, the first such instalment being due on 1/08/2021 and subsequent instalments being due on 01/11/2021, 01/02/2022 and 01/05/2022.

c) It was resolved that any insurance moneys required to be paid into the Maintenance Fund by Section 42 (b) of the Owners Corporation Act 2006, may be applied without further resolution of the Owners Corporation in payment for the repairs to the damaged property in respect of which the insurance moneys have been paid by the insurer.

Voting: Motions passed without dissent.

9 INSURANCE

Members noted that the Owners Corporation has the following insurance policy in place:

Policy No.93213727

Chubb Insurance Australia Ltd

Type : Strata

Broker : Honan Insurance Brokers

Premium : \$28,069.07 Paid on : 5/07/2021 Start : 27/06/2021 Next due : 27/06/2022

Cover	Sum Insured	Excess	Notes
Building	\$27,000,000.00	\$1,000.00	\$20,000 excess for earth quake, subterranean fire or volcanic eruption.
Common Area Contents	\$270,000.00	\$1,000.00	
Loss Of Rent / Temp Accom	\$4,050,000.00	\$1,000.00	
General Liability	\$20,000,000.00	\$1,000.00	
Crime	\$100,000.00	\$1,000.00	
Machinery Breakdown	\$100,000.00	\$1,000.00	
Management Committee Liability	\$1,000,000.00	\$1,000.00	
Professional Expenses	\$30,000.00	\$1,000.00	
Appeal Expenses	\$150,000.00	\$1,000.00	
Voluntary Workers	\$500,000.00	\$1,000.00	\$200,000 per volunteer

Motions:

a) It was resolved that the Owners Corporation accepts the financial services provided by the manager as disclosed in the FSRA notice attached to the notice of meeting.

Voting: Motion passed without dissent.

b) It was resolved that the Owners Corporation obtains a valuation for the replacement value of the building every five years as required under Section 65(2) of the Owners Corporation Act 2006.

Voting: Motion passed without dissent.

c) It was resolved that the Owners Corporation subject to a periodic valuation obtains quotations for the renewal of insurance policy each year. That the quotations for renewal are forwarded to the Committee for approval prior to renewal each year.

Voting: Motion passed without dissent.

d) It was resolved that the Manager be authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure so as to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006.

Voting: Motion passed without dissent.

Application of Excess:

Ownership of causation of damages or loss is responsible to pay the excess.

Private Property Loss: The Owner is responsible for payment of the Insurance Excess.

Common Property Loss: The Owners Corporation is responsible for payment of the Insurance Excess.

10 ESSENTIAL SAFETY MEASURES

Motions:

a) It was resolved that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.

b) It was resolved that owners acknowledge their responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.

Voting: Motions passed without dissent.

11 PORTFOLIO EXECUTIVE REPORT

Members receipted the Portfolio Executive's Report.

12 BUILDING MANAGERS REPORT

Members receipted the Building Manager's Report and enquired of the Lifestyle Manager noting some concerns at the property. The Lifestyle Manager advised that they would include more detail in the report in the future.

13 COMMITTEE REPORT

Members receipted the Chairperson's Report.

14 COMMITTEE

Owners Corporation 1

Motion:

It was resolved to elect the following 9 members to the Committee in accordance with section 103 (1A) of the Owners Corporation Act 2006.

Lot 210 - Sonja McShane
Lot 212 - Anna Vougioukas
Lot 215 - Stephanie Berry
Lot 306 - Tony Carnovale
Lot 508 - Andrew Bonwick
Lot 706 - Angela Sagoe-Crentsil
Lot 803 - Symona Gingis
Lot 809 - Theresa Lyford
Lot 905 - Terence Sandler

Voting: Motion passed without dissent

Owners Corporation 2

Motion:

It was resolved to elect the following 9 members to the Committee in accordance with section 103 (1A) of the Owners Corporation Act 2006.

Lot 210 - Sonja McShane
Lot 212 - Anna Vougioukas
Lot 215 - Stephanie Berry
Lot 306 - Tony Carnovale
Lot 508 - Andrew Bonwick
Lot 706 - Angela Sagoe-Crentsil
Lot 803 - Symona Gingis
Lot 809 - Theresa Lyford
Lot 905 - Terence Sandler

Voting: Motion passed without dissent

15 DELEGATION

Owners Corporation 1

Motion:

In accordance with s11 (a) of the Owners Corporation Act 2006, Members resolved to affix the common seal on the Instrument of Delegation, delegating powers and functions to the Owners Corporation Committee to ensure the efficient operation of the Owners Corporation.

Voting: Motion passed without dissent.

Owners Corporation 2

Motion:

In accordance with s11 (a) of the Owners Corporation Act 2006, Members resolved to affix the common seal on the Instrument of Delegation, delegating powers and functions to the Owners Corporation Committee to ensure the efficient operation of the Owners Corporation.

Voting: Motion passed without dissent.

16 GRIEVANCE COMMITTEE

Motion:

It was resolved that the members of the Owners Committee form the Grievance Committee, with at least three members to be available as the need arises to resolve any disputes which may arise in accordance with the Registered Rules to the Owners Corporations Regulations 2018 and Division 10 of the Owners Corporations Act 2006.

Voting: Motion passed without dissent.

17 DEBT RECOVERY

Motion:

It was resolved that the Manager arrange for the issue of legal proceedings at VCAT or a competent court of jurisdiction against the owners of lot(s) with arrears and for all collection costs to be levied to those lots.

Voting: Motion passed without dissent.

18 PENALTY INTEREST

Motion:

It was resolved to charge interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Section 23 & 24 of the Owners Corporations Act 2006 and on any other amount payables by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case elect to waive the payment of interest.

Voting: Motion passed without dissent.

19 GENERAL BUSINESS

Engine & Oliver Hume Contracts

Members discussed that the Oliver Hume and Engine Property Group contracts were due to expire in August 2022. The members requested to put forth a motion to terminate both Oliver Hume and Engine Property Group contracts at the date of expiry and that the Owners Corporation Committee would seek tender proposals to present to Members at the next Annual General Meeting.

FOOTNOTE: Engine request it be noted that all motions must be included in the meeting agenda, otherwise, lot owners are voting on matters for which notice has not been given. The business of a meeting cannot travel outside the scope of the notice relating to it. Notice must be sufficient, meaning matters to be considered, inclusive of motions, must be contained within the meeting notice and provided for within the notice agenda. Engine advise that a request for a motion was put forward by the Committee Chairperson, Anna Vougioukas, however, this was received after the meeting notice was issued to lot owners. As such, the above motions to terminate Engine Property Group and Oliver Hume cannot be voted on at the meeting.

This does not prevent the Committee obtaining tender proposals for consideration at the next Annual General Meeting. However, it is advised that the proposals and motions must be provided to Engine Property Group to add to the meeting notice prior to issuing the notice.

AGM Reminder

Members requested for it to be noted that a reminder notice be sent to lot owners via email prior to future Annual General Meetings.

There being no further business, the chairperson declared the meeting closed at 06:30 PM.

Holly Cook
Portfolio Executive

Date of issue: 21 December 2021

Ilxir 720147D
Arrears Report
 2-6 Railway Road, Cheltenham, VIC 3192



Arrears Summary:

Most of the arrears are referred to Ampac or have a payment plan in place.

Current debt recovery procedure:

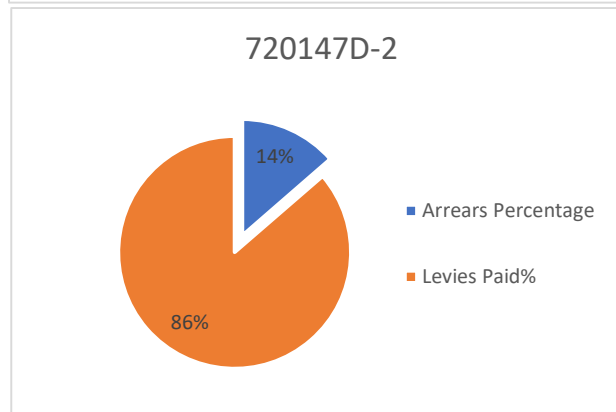
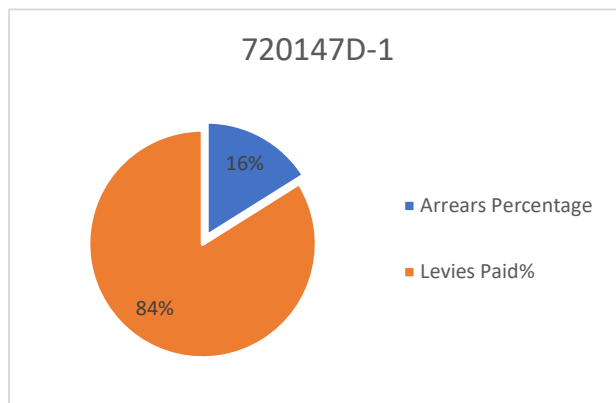
Stage 1- Reminder letter was sent on 14.08.21

Stage 2- Final fee notice was sent on 28.08.21

Stage 3- Notice of Demand was sent on 29.09.21



OC	Levies Due	Arrears Balance	Arrears Percentage	Levies Paid%
720147D-1	\$346,107.30	\$57,244.76	17%	83%
720147D-2	\$184,056.40	\$25,092.04	14%	86%



Certificate of Currency

Insured:	Owners Corporation 720147D
Policy Number:	93213727
Policy Period:	From: 4PM on 27/06/2021 To: 4PM on 27/06/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	2-6 Railway Parade, Cheltenham VIC 3192
Sum Insured:	
Building & Common property	\$27,270,000
Temporary Accommodation and Loss of Rent	\$4,050,000
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	23 June 2021

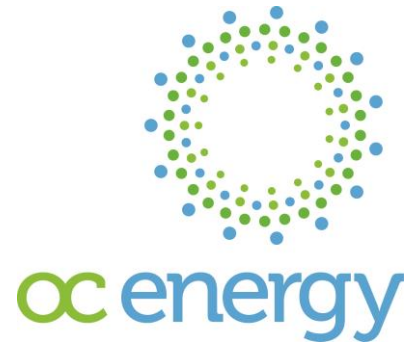
All the values on this Certificate of Currency are correct as at 23 June 2021 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

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

A handwritten signature in black ink, appearing to read 'C. Haines', written in a cursive style.

Catherine Haines | **Chubb Insurance Australia Limited**
Property Underwriter NUC



OC ENERGY PTY LTD
ACN 144 655 514

and

OWNERS CORPORATION NO. 1 PLAN NO. PS 720147D

EMBEDDED NETWORK DEED
“Ilixir”
2-6 Railway Road, Cheltenham

THIS DEED is made the _____ day of _____ 2017.

BETWEEN

OC ENERGY PTY LTD ACN 144 655 514

of PO Box 7285, Melbourne, Vic 3004

(OC Energy)

and

OWNERS CORPORATION NO. 1 PLAN NO. PS 720147D

C/- Engine Property Group, Level 2, 126 Wellington Parade, East Melbourne, Vic 3002

(Owners Corporation)

RECITALS

- A. OC Energy is in the business of on-selling electricity in multi-unit developments.
- B. The Owners Corporation is the registered owner of the Common Property.
- C. The Owners Corporation has agreed to OC Energy installing the Equipment in the Common Property, and to OC Energy being the provider of electricity through an embedded network at the Property to the Owners and Tenants on the terms and conditions set out in this Deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Common Property means all common property created on registration of the Plan including all areas owned or under the control of the Owners Corporation.

Confidential Information includes in relation to OC Energy but without limitation any information supplied by OC Energy to the Owners Corporation regarding the Equipment installed including the Equipment's specifications, the fees charged by OC Energy to its Customers or the Customers' usage of the Service.

Customers mean customers of OC Energy who are Tenants or Owners and who have entered into an agreement with OC Energy for OC Energy to provide them with Services and use of Equipment.

Deed means this deed and any further specifications, site plans and documents relating to the installation of the Equipment and the provision of Services which have been agreed to in writing and executed by both parties.

Equipment means single and multi-phase meters, current transformers, metering cabinets, hardware and software relating to the meters, cabling, accessories necessary to establish the embedded network, and such other equipment of and incidental to the provision of the Services provided by OC Energy including solar power generation

infrastructure and battery storage equipment that OC Energy at any time during the Term chose to install.

Lot means a lot or lots on the Plan.

Owner means an owner of a Lot.

Plan means the registered plan of subdivision no. PS 720147D.

Property means the residential and commercial complex in which the Equipment is located and to which the Services will be provided being the property known as "Ilixir" at 2-6 Railway Road, Cheltenham, Victoria 3192.

Services means the on-selling of electricity by OC Energy.

Tenant means any person or persons occupying or having the right to occupy any Lot and not being an Owner.

Term means a period of 5 years from the date of this Deed plus any renewed term pursuant to clause 13 and subject always to the right by OC Energy to terminate under clauses 14.2 and 14.3.

1.2 Interpretation

- (a) The headings in this Deed are inserted for convenience only and shall not affect its construction or interpretation.
- (b) Words importing the singular shall be deemed to include the plural and vice versa; and words importing any gender shall be deemed to include all other genders.
- (c) Reference to any party of this Deed includes that party's executors, administrators, successors and permitted assigns.
- (d) Any reference to "days" means calendar days.

2. APPOINTMENT OF OC ENERGY

- 2.1 The Owners Corporation appoints OC Energy as the sole operator of the embedded network for the Term on the terms and conditions set out in this Deed.
- 2.2 The Owners Corporation grants to OC Energy a licence on the terms and conditions set out in this Deed for the Term to access, occupy and use the Common Property for the purpose of installing the Equipment and operating the embedded network to enable the provision of the Services and the marketing of those Services.
- 2.3 The Owners Corporation will allow OC Energy to provide the Services to any Tenant or Owner who contracts with OC Energy to make use of those Services. OC Energy acknowledges that any Tenant or Owner may chose to purchase electricity from a licensed retailer, in which case OC Energy will facilitate this but will be entitled to charge for any distribution services provided by OC Energy at the regulated rates applicable to those distribution services.
- 2.4 The Owners Corporation must ensure that OC Energy has access at all reasonable times to undertake the following:
 - (a) meter reading, servicing, repair, testing, upgrading and maintenance of the Equipment;
 - (b) installation and removal of Equipment;
 - (c) market to potential customers; and
 - (d) to provide support services to Customers;

provided that if OC Energy undertakes any of the activities described in (a) to (d) above then the personnel carrying out those activities must abide by all security measures and other reasonable directions given by the Owners Corporation.

3. INSTALLATION

- 3.1 OC Energy will install the Equipment in accordance with the Equipment's specifications or to specifications suited to provide the Services.
- 3.2 The Owners Corporation will advise OC Energy of all work programs and schedules relevant to the installation of the Equipment and Services to facilitate the installation thereof.
- 3.3 OC Energy at all times will retain ownership of the Equipment.

4. SERVICES

- 4.1 OC Energy will take all reasonable care to ensure the Services are fit for the purpose for which they are intended and will provide the Services to an industry standard.
- 4.2 OC Energy agrees to maintain competitive pricing on its Services and will set tariffs for the supply of electricity to the residential Customers in the Property at rates that are at least 10% lower than the average of the standing tariffs (non-contract terms) of the three major retailers in the locality of the Property as at the date the tariff is set. OC Energy may, but is not required to, adjust or review its electricity tariffs more than once in any 12 month period, and any new tariffs will be applicable from the next billing cycle after the review and not before.

5. INTELLECTUAL PROPERTY

OC Energy retains legal ownership of all intellectual property used to provide the Services.

6. ACCESS TO EQUIPMENT

During the Term, unless required by law, the Owners Corporation must not without the consent of OC Energy permit any other person, body or company to:

- (a) access the Property for the purpose of supplying services using the Equipment;
- (b) interfere with, modify or connect to the Equipment; or
- (c) have access to the Equipment.

7. SECURITY

The Owners Corporation will use reasonable endeavours to ensure the security of the Equipment and will notify OC Energy immediately if it becomes aware of any Equipment which is missing, stolen or damaged. The Owners Corporation will enable OC Energy to keep the Equipment secured in a lockable room or cupboard.

8. ASSIGNMENT

- 8.1 If the Owners Corporation disposes of its ownership or management of any Common Property in which Equipment is located then the Owners Corporation must include a clause in the contract of sale, transfer or assignment on the following terms:
 - (a) an acknowledgment of the existence of this Deed and;
 - (b) that the purchaser is bound by this Deed and agrees to novation of this Deed to the purchaser.

8.2 OC Energy may assign all of its rights under this Deed upon giving written notice to the Owners Corporation.

8.3 In the event that OC Energy assigns its rights under this Deed, the Equipment is automatically transferred to OC Energy's transferee and becomes the property of the transferee.

9. TITLE

The Owners Corporation acknowledges and agrees that it has no title to or beneficial interest in any of the Equipment, Services or intellectual property used to provide the Services and at all times the Equipment and Services remain the exclusive property of OC Energy.

10. INSURANCE

10.1 The Owners Corporation will include the cost of replacement of the Equipment in its building insurance policy for the Property for the duration of the Term. The insurance policy must note the interest of OC Energy and be for such amount as OC Energy reasonably requests from time to time.

10.2 The Owners Corporation will on request provide to OC Energy a copy of any policy, certificate of currency or receipt that OC Energy may reasonably request from time to time.

11. INFORMATION

11.1 The Owners Corporation will provide any information in relation to the Services which OC Energy reasonably requests to assist OC Energy in marketing the Services to Tenants and Owners.

11.2 The Owners Corporation will provide OC Energy as required from time to time with copies of such plans, specifications and other pertinent material as may be required by OC Energy to enable seamless installation, maintenance, upgrade or repair of the Equipment including but not limited to site plans and schedules, work plans and schedules, and engineering plans and schedules.

12. INDEMNITY

12.1 OC Energy indemnifies and releases the Owners Corporation, its employees, invitees and agents from and against all damages, costs, expenses, penalties, loss or damage which it may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against it by any person resulting directly from:

- (a) a breach by OC Energy of its obligations under this Deed;
- (b) any negligence by OC Energy's employees, agents or sub-contractors;
- (c) the death, injury, loss or damage of or to OC Energy's employees, agents, sub-contractors, licensees and invitees as a result of OC Energy's negligence, wrongful act or omission;
- (d) any breach by OC Energy of any privacy legislation of the Victoria or Commonwealth Parliaments.

12.2 OC Energy's liability under this clause shall be reduced to the extent to which any action, proceeding, claim or demand arises out of any breach of this Deed, or the negligence or other wrongful act or omission of the Owners Corporation or its employees or agents.

- 12.3 The Owners Corporation warrants that it has the power to bind all limited owners corporations which may come into existence upon registration of the Plan (and any amendments or alterations made to the Plan).
- 12.4 The Owners Corporation indemnifies and releases OC Energy and its agents from and against all damages, costs, expenses, penalties, loss or damage which it may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against it by any person resulting from any breach of the warranty contained in clause 12.3 above.

13 FURTHER TERM

- 13.1 OC Energy has the right to renew this deed for one further term of 5 years and this deed will automatically be renewed for the further term unless OC Energy gives written notice to the Owners Corporation that it does not wish to renew this deed.
- 13.2 If this deed is renewed for a further term pursuant to clause 13.1, then at the end of that further term this deed will automatically be renewed for successive periods of 5 years each unless the Owners Corporation gives written notice to OC Energy at least 6 months prior to the end of the then current 5 year term that the Owners Corporation has passed a resolution resolving to end OC Energy's appointment as the sole operator of the embedded network.
- 13.3 If this Deed is renewed under clause 13.1 or if clause 13.2 applies:
- (a) the renewed Deed starts on the day after this Deed ends; and
 - (b) the new Deed will be on the same terms as this Deed except that clause 13.1 will not apply.

14 DEFAULT AND TERMINATION

- 14.1 Should any party:
- (a) default in the performance or observance of any obligation it has under this Deed and the defaulting party fails or refuses to remedy such default within thirty (30) days of receiving a notice from the non-defaulting party informing it of the default and requesting that the default be remedied; or
 - (b) go into liquidation, have an external administrator or receiver appointed;
- then the non-defaulting party may terminate this Deed by giving no less than sixty (60) days written notice addressed to the defaulting party.
- 14.2 OC Energy may at any time at its discretion elect not to provide the Services or any part of the Services. This is without prejudice to OC Energy's licence rights or any other rights under this Deed. OC Energy must provide the Owners Corporation with not less than 3 months' notice of its decision to end the provision of Services or part of any Services.
- 14.3 OC Energy may terminate this Deed in whole or in part (and if in part, insofar as it relates to any part of the Services or Equipment) at any time on giving not less than ninety (90) days written notice to the Owners Corporation.

15. CONFIDENTIALITY

- 15.1 Confidential Information provided to OC Energy by or under this Deed or otherwise obtained by OC Energy for the purposes of this Deed shall be treated as confidential by OC Energy.

- 15.2 All Confidential Information shall remain the property of the party providing it and will be returned to that party's representative whether or not a written request has been made at the expiration or termination of this Deed.
- 15.3 The Confidential Information supplied by either party under this Deed will be used only for the provision of the Services or as directed in writing by the party providing the information and shall not be used for any other purpose.
- 15.4 The parties' obligations under this clause shall not extend to:
- (a) information already in the public domain other than due to a breach of this Deed;
or
 - (b) any disclosure required by law.
- 15.5 If any employees or any former director, member or employee of either party breaches any obligation or confidentiality arising under this Deed then that party must take all reasonable steps to limit the consequences of that breach and prevent any further breach.

16. FORCE MAJEURE

Neither party will be liable for any breach of its obligations under this Agreement if the breach resulted from an act of God, subsidence, insurrection or civil disorder, government restraint or prohibition, strike, lock-out or other industrial dispute not related solely to the party affected or a cause beyond its reasonable control.

17. VARIATION

This Deed shall not be modified, added to, amended, supplemented or replaced except by a written instrument duly executed by both parties to this Deed or otherwise as is expressly provided for in this Deed.

18. GENERAL PROVISIONS

18.1 Notice

A party notifying or giving notice under this Deed must give notice:

- (a) in writing;
- (b) addressed as follows:

In the case of the Owners Corporation:

C/- Engine Property Group
Level 2, 126 Wellington Parade
East Melbourne VIC 3002

In the case of OC Energy:

OC Energy Pty Ltd
PO Box 7285
Melbourne VIC 3004

- (c) left at or sent by prepaid post to that address.

A notice given in accordance with this clause is received:

- (d) if left at the recipient's address, on the date of delivery;

- (e) if sent by prepaid post, 3 working days after the date of posting; and
- (f) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

18.2 Severability

If any of the provisions of this Deed shall for any reason be held to be unenforceable under the law of the State of Victoria, then such unenforceability shall not affect any other provision of this Deed, and this Deed shall be construed as if such unenforceable provision had never been contained in it.

18.3 Non-waiver

No provision of this Deed shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party which is claimed to have waived or consented. No waiver of any provision or breach of this Deed shall be held to be a waiver of any other provision.

18.4 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the state of Victoria and each of the parties hereby submits to the jurisdiction of that state.

18.5 Entire Agreement

This Deed shall constitute the entire agreement between the parties and shall supersede all proposals oral or written and all other communications between the parties relating to the subject matter of this Deed.

Executed as a Deed:

Executed by **OC ENERGY PTY LTD**)
ACN 144 655 514 in accordance with section)
127(1) of the Corporations Act 2001 by being)
signed by authorised persons:)

Director

Director

The **COMMON SEAL** of **OWNERS CORPORATION**)
NO. 1 PS 720147D was affixed and witnessed by and)
in the presence of a person who declares he/she is a)
director of a corporation that is the sole Lot Owner in)
accordance with Section 21 of the Owners)
Corporations Act 2006:)
)
)

Signature of witness

Name of witness

Address

Authority: director of the corporation that is
the sole Lot Owner

Lease

OWNERS CORPORATION No 1 PLAN OF SUBDIVISION 720147D

and

OLIVER HUME PROPERTY FUNDS (RAILWAY RD) CHELTENHAM LTD

of Part of Common Property

THIS LEASE is made on the 3rd day of August, 2017

BETWEEN Owners Corporation No 1 Plan of Subdivision 720147D described in the Schedule as the Owners Corporation (**the Owners Corporation**) of the one part

AND the party described in the Schedule as the Owner (**the Owner**) of the other part.

Whereas:

1. The Owners Corporation is the owners corporation created under the Subdivision Act (**Subdivision Act**) on registration of Plan of Subdivision 720147D (**the Plan**) relating to the land described in the Schedule.
2. The Owner is entitled to be registered as the proprietor of the lot on the plan described in the Schedule (**the Lot**).
3. This Lease is intended to set out the terms and conditions upon which the Owner has exclusive use and possession of that part of the common property described in the Schedule as the demised premises (**the Demised Premises**) and the Owners Corporation has agreed to exercise its powers under section 14 of the *Owners Corporations Act 2006* by granting by special resolution a Lease of the demised premises to the Owner subject to the terms and conditions of this Lease:

Now this Agreement witnesses as follows:

1. The Owners Corporation **HEREBY GRANTS** to the Owner the right to the sole and exclusive use, possession and enjoyment of the demised premises to the exclusion of all other members of the Owners Corporation and all other persons, subject to the terms, covenants, conditions and restrictions hereinafter contained, for the term commencing on the commencement date set out in the Schedule.
2. The Owner shall pay to the Owners Corporation rent set out in the Schedule.
3. The Owner hereby covenants with the Owners Corporation as follows:
 - (a) Not to do or permit to be done on the demised premises anything illegal or which may be a nuisance or annoyance to other members of the Owners Corporation or the occupiers of any other lot on the plan or which would breach any town planning scheme or permit affecting the demised premises;
 - (b) Not to use or permit to be used the demised premises for any purpose other than for the use set out in the Schedule and then only in such manner as shall be fair and reasonable;
 - (c) To keep the demised premises in good and tenantable repair and in a clean and tidy state as if they formed part of the Lot;
 - (d) To provide all such access as is reasonable to the Owners Corporation or its agents upon request for the repair and maintenance of the common property and the chattels, fixtures, fittings and services related to the common property;
 - (e) To provide all such access as is reasonable to the relevant Water Authority upon request to enable the reading of the Owners Corporation water meters located within the demised premises;
 - (f) Not to carry on or permit to be carried on any business on the demised premises;
 - (g) To hold harmless and indemnify the Owners Corporation its servants agents successors and assigns and each and every one of them against all claims demands

Lease

and damages (whether in respect of damage to property personal injury or otherwise) and including all legal costs and other expenses suffered or incurred by the Owners Corporation which any person or company may at any time have or may bring or claim or but for the execution of these presents might have been brought made or claimed against the Owners Corporation its servants agents employees successors and assigns and any one or more of them by reason of or in respect of or in any manner whatsoever arising out of or caused or aggravated by or relating to the Owner's use of the demised premises unless occurring as a result of the negligence of the Owners Corporation, its servants, agents, successors or assigns;

- (h) Not to do or permit to be done anything whereby the insurance by the Owners Corporation for public liability or reinstatement and replacement may become void or voidable or which may cause an increase in the premium payable for such insurance and to pay the amount of any such increase to the Owners Corporation on demand;
- (i) To observe the rules of the Owners Corporation and all applicable laws and regulations relating to the use of the demised premises and the land as if the demised premises formed part of the Lot and to ensure that any sublessee of the Owner observes the rules and applicable laws and regulations;
- (j) To pay all outgoings in respect of the demised premises as if they formed part of the Lot;
- (k) Not to assign or sublet the demised premises except in accordance with Clause 6 or with the consent in writing of the Owners Corporation, such consent not to be unreasonably withheld.

4. **IT IS HEREBY AGREED AND DECLARED** that the Lease hereby granted shall cease and determine should the Owner be in breach of any of the covenants set out in Clause 3 hereof **PROVIDED** such breach has continued for a period of one month after the Owner has received a notice in writing from the Owners Corporation advising the owner of such breach and requiring the Owner to rectify such breach within that period and the Owner has failed to do so. This Lease shall also cease and determine on the redevelopment of the land in the plan or the winding up of the Owners Corporation or the cancellation of the plan. Upon the cessation and determination of the Lease, the Owner shall promptly procure removal of any personal property from the demised premises and in default the Owners Corporation shall be entitled to remove any personal property of the Owner and whatever action is taken by the Owners Corporation or any person authorised by it undertaken in good faith pursuant to this Clause shall be deemed to be done with the full authority of and as agent for and at the risk in all respects of the Owner provided that in whatever manner this Lease may be determined the Owner is under no obligation to reinstate the common property to its condition and appearance prior to the carrying out of the Works.

- 5. (a) This Lease shall be transferable by the Owner as of right and without the Owner having to first obtain the consent of the Owners Corporation to such transfer **PROVIDED HOWEVER** that the transferee shall, at that time, be the beneficial owner of or be registered or entitled to be registered as proprietor of the Lot and shall enter into a deed of covenant with the Owners Corporation to observe and perform the obligations of the Owner under this Lease;
- (b) Any successor or transferee of the Owner shall upon becoming the Owner of the Lot notify the Manager or the Owners Corporation in writing that such succession or transfer has occurred;
- (c) The Owner shall be entitled to grant a Sub-Lease or Licence of the demised premises to a Lessee or Licensee of the Lot as of right without having first to obtain the consent of the Owners Corporation to such Sub-Lease or License provided that the Owner shall require the Sub-Lessee or Licensee to execute a deed of covenant with the

Lease

Owners Corporation to observe the covenants set out in Clause 3 hereof as may be applicable to a Sub-Lease or Licence.

6. This Lease is granted subject at all times to the rights of the Owners Corporation and the owners and occupiers of lots on the plan to exercise their easements and rights over the demised premises pursuant to the *Subdivision Act 1988* and the *Owners Corporations Act 2006*.
7. Without prejudice to any other means of giving notice, any notice requiring to be served hereunder on the Owner shall be sufficiently served if addressed to the Owner and if delivered at or posted by security post to the address of the Owner in Victoria last known to the Owners Corporation. Any notice sent by post shall be deemed to have been given 48 hours after posting.
8. The Owners Corporation hereby covenants with the Owner that the Owner paying the rent reserved and observing the covenants and agreements herein to be observed and performed shall during the term peaceably and quietly hold and enjoy the demised premises without any lawful interruption by the Owners Corporation or any persons or any person lawfully claiming under the Owners Corporation except as is provided by Clause 8.
9. In this Lease where the context so admits or requires words importing the singular shall include the plural and words importing the masculine gender shall include the feminine or neuter and the expression "the Owner" shall include the personal representatives, successors and transferees of the Owner. Where more than one person comprises the Owner the obligations of those persons shall be joint and several.
10.
 - (a) GST means any consumption tax imposed by government which operates during the Term or any renewal or overholding period and includes (but is not limited to) a goods and services tax a broad based consumption or indirect tax and value added tax;
 - (b) GST Law includes any law introducing relating to or in furtherance of a GST;
 - (c) Input Tax Credit in relation to a supply means a credit under the GST Law for the GST payable by the recipient in respect of the supply;
 - (d) Price means the consideration for a taxable supply without any discount for GST;
 - (e) Tax Invoice in relation to a supply means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply;
 - (f) An amount payable by the Owner under this Lease in respect of a supply by the Owners Corporation which is a taxable supply under the GST Law (unless expressed to represent the Price of the supply) represents the GST exclusive value of the supply and the Owner as recipient of the supply must in addition pay to the Owners Corporation the GST payable in respect of the supply;
 - (g) If this Lease requires the Owner to pay reimburse or contribute to an amount paid or payable by the Owners Corporation in respect of an acquisition from a third party for which the Owners Corporation is entitled to an Input Tax Credit the amount for payment reimbursement or contribution will be the GST exclusive value of the acquisition by the Owners Corporation plus the GST payable in respect of that supply but only if the recovery by the Owners Corporation from the Owner will be a taxable supply under the GST Law;
 - (h) The obligation on the Owner pursuant to the preceding paragraphs of this sub clause to pay the GST on a taxable supply to it by the Owners Corporation arises on the delivery by the Owners Corporation of a Tax Invoice for the supply.

Lease

IN WITNESS WHEREOF the parties hereto have executed this Lease as a Deed the day and year first hereinbefore written.

The Common seal of the Owners Corporation)
was affixed in accordance with sections 20 and 21)
of the *Owners Corporations Act 2006* and in)
accordance with the special resolution dated)
in the presence of:)



Witness Signature *Peter Lanigan*
Full Name PETER LANIGAN
Address L.2.4 RIVERSIDE QUAY
SOUTHBANK VIC 3006.
Member of Owners Corporation _____
Date: 3.8.17

Witness Signature _____
Full Name _____
Address _____
Member of Owners Corporation _____
Date: _____

*AS DIRECTOR OF OLIVER ^{HUNT} PROPERTY FUNDS (AUKLAND)
CHELTENHAM LTD AS THE SOLE OWNER AND HOLDER OF ALL
SHARES IN AS NO. 720147D*

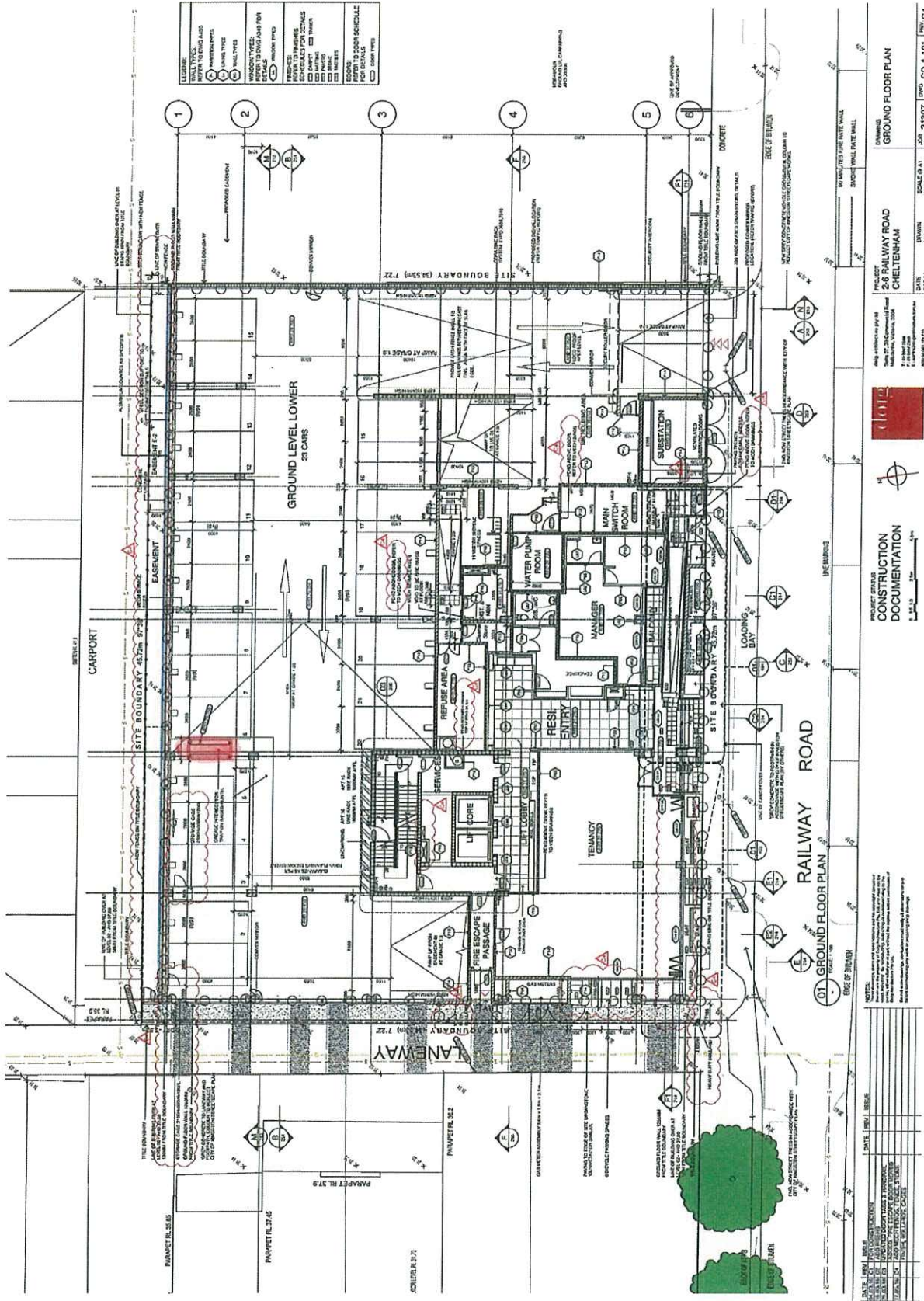
Signed Sealed and Delivered by the Owner in)
the presence of and who is identified as the)
named person by:)

Witness Signature *Peter Lanigan*
Full Name PETER LANIGAN
Address L.2.4 RIVERSIDE QUAY
SOUTHBANK VIC 3006.
Date: 3.8.17.

Lease

Schedule

1	Owners Corporation:	Owners Corporation No 1 Plan of Subdivision 720147D
2	Owner:	Oliver Hume Property Funds (Railway Rd) Cheltenham Ltd
3	The Plan	Plan of Subdivision 720147D
4	The Land:	The whole of the land described in the Plan
5	The Lot:	Lot 1
6	The Demised Premises:	The area of common property identified on the attached drawing
7	Commencement Date:	The date on which this Lease is executed by the Owners Corporation and Owner
8	Term	Ninety-nine (99) years
9	Rent:	\$1.00- the execution of this Lease evidencing payment of the rent for the entire term
10	Use of Demised Premises:	Grease Trap



Lease



CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS

This Master Agreement is between Origin Energy Retail Limited (ABN 22 078 868 425) (referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Retail Limited**
ABN 22 078 868 425 by its duly authorised representative
in the presence of:

Signature of witness

Name of witness

Date _____

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SIGNED for and on behalf of **Oliver Hume Property Funds**
(Railway Rd) Cheltenham Ltd ABN: 82 159 790 913 by its
duly authorised representative in the presence of:

Signature of witness

Name of witness

Date _____

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

Assignment execution page

By executing below on behalf of the Owners Corporation and the original Premises Party the assignment and novation of this Master Agreement and all Supply Orders executed prior to the date of assignment is given effect to under clause 17 of the Agreement.

The Common Seal of [insert full name of Owners Corporation] ABN [Insert] was affixed in the presence of:

Signature of Secretary

Signature of Chairman

Name of Secretary

Name of Chairman

Date _____

Date _____

SIGNED for and on behalf of **Oliver Hume Property Funds (Railway Rd) Cheltenham Ltd ABN: 82 159 790 913** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

Date _____

1. THIS AGREEMENT

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Master Agreement Terms;
 - (b) the Schedule;
 - (c) any special conditions to a Supply Order; and
 - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 35.
- 1.4 You acknowledge that you enter into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

- 2.1 This Master Agreement starts on the Start Date and continues until it is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

3. SUPPLY ORDERS

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
 - (a) the general nature of the services sought; and
 - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
 - (a) that we do not agree to your request; or
 - (b) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state that it is entered into pursuant to this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

4. OUR APPOINTMENT

- 4.1 You agree that we will be:
 - (a) the sole operator of the Centralised Energy Equipment; and
 - (b) a provider of Retail Services, at the Premises for the Term.

5. YOUR INFRASTRUCTURE

- 5.1 You must, at no cost to us:
 - (a) in the case of New Developments, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
 - (b) in the case of Retrofit Developments:
 - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
 - (ii) allow us to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment.
 - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises, Premises Party Infrastructure and work undertaken under clause 5.1 must:
 - (a) be free from Infrastructure Defects;
 - (b) be fit for its usual purpose; and
 - (c) be installed, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
 - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Infrastructure Defects in relation to the Premises or Premises Party Infrastructure.
- 5.4 You must notify us:
 - (a) at least 10 Business Days before any planned outage or interruption; and
 - (b) as soon as possible of any unplanned outage or interruption,of the Premises Party Infrastructure which may affect the supply of Retail Services to any Customer.
- 5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:
 - (a) we notify you that we cannot install the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
 - (b) you do not change the design so that we can carry out the installation and provide the Retail Services,

we may terminate the relevant Supply Order by notice to you, effective immediately.

- 5.6 You must provide us with Final Drawings for the Premises acceptable to us under clause 5.5.
- 5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with the Regulatory Requirements.
- 5.8 You must comply with all Regulatory Requirements in relation to health, safety and the environment for the Premises and the Premises Party Infrastructure.

6. CENTRALISED ENERGY EQUIPMENT

- 6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you (unless a cost is specified in a Supply Order):
 - (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
 - (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
 - (c) once we are satisfied that it is safe to do so;
 - (d) once any conditions precedent set out in a Supply Order have been satisfied or waived by us; and
 - (e) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, if those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.
- 6.2 Prior to the installation, we may record the condition of the Premises.
- 6.3 The Centralised Energy Equipment must:
 - (a) be free from Centralised Energy Equipment Defects;
 - (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose; and
 - (c) be installed, commissioned, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the premises at which life support equipment is in use); and
 - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 6.4 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the Centralised Energy Equipment.
- 6.5 If we identify any faults with the Centralised Energy Equipment, we will, at our discretion, either replace or repair the Centralised Energy Equipment.
- 6.6 We may deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:

- (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
- (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

- 6.7 We must comply with all Regulatory Requirements in relation to health, safety and the environment for the Centralised Energy Equipment.
- 6.8 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.
- 6.9 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances.
- 6.10 You must provide or make available all assistance, information and utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.
- 6.11 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

7. ACCESS TO AND LICENCE OVER THE PREMISES

- 7.1 You grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:
 - (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment,
 - (b) store equipment and materials on the Premises in connection with removal or installation, or any other obligation of ours under a Supply Order; and
 - (c) read, disconnect or reconnect any Meter or supply of Retail Services.
- 7.2 You acknowledge and agree our access and use under the licences granted in clauses 7.1 and 7.4 will not interfere, to an unreasonable extent, with the use or enjoyment of any part of the Premises, including the Common Property.
- 7.3 You must ensure our access to the Premises is safe, convenient and unhindered. You must ensure we can access the Premises:
 - (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by you or us; or
 - (b) otherwise between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
 - (c) as otherwise specified in a Supply Order.
- 7.4 You grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located.
- 7.5 The licence in clause 7.4 will automatically be created on and from the Start Date. It will continue until either we have removed the Centralised

Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.

- 7.6 While we are accessing the Premises, we and our Representatives will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you. Where you require us to comply with any such procedure, you must provide:
- (a) us with a written copy of it; and
 - (b) training to all our Representatives accessing the Premises in how to comply with it.
- 7.7 You must notify us in writing of any special hazards or danger attaching to the Premises.

8. APPROVALS

- 8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.3 You must co-operate to facilitate any Approval relating to the Centralised Energy Equipment to be obtained within any time period set by the Regulatory Requirements.
- 8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16.1 will apply, if any Approval is:
- (a) not obtained within any time period set by the Regulatory Requirements;
 - (b) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
 - (c) refused; or
 - (d) revoked, terminated or otherwise ceases to apply.
- 8.5 We may terminate a Supply Order immediately by notice to you, and clause 16.1 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24 month period by notice to you.

9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement each party must:
- (a) comply with all Regulatory Requirements;
 - (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
 - (c) provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT

- 10.1 You must prevent any damage to the Centralised Energy Equipment, including by:
- (a) securing the Centralised Energy Equipment in locked cabinets or as otherwise specified in a Supply Order, and notifying us immediately if you become aware that any such equipment is missing, stolen or damaged; and
 - (b) ensuring that neither you nor any of your Representatives or any third party damages, tampers, interferes or otherwise deals with any part of the Centralised Energy Equipment, except where reasonably necessary for the purpose of preventing material damage to property or for public safety.
- 10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:
- (a) normal wear and tear; or
 - (b) damage as a result of any act or omission by us or any of our Representatives.
- 10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must pay all of our costs in doing so.

11. RETAIL SERVICES

- 11.1 We will offer to supply Retail Services to the Customers:
- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
 - (b) subject to our standard credit, identification and other checks;
 - (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
 - (d) on other terms determined by us.
- 11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:
- (a) impose charges and fees in respect of the supply of the Retail Services;
 - (b) invoice the Customers for the supply of Retail Services on cycles determined by us;
 - (c) collect payment of accounts from the Customers; and
 - (d) connect and disconnect the Retail Services, in each case in accordance with the terms of the relevant customer agreement.
- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.
- 11.4 We may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.
- 11.5 You must:
- (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
 - (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a

Customer concerning the Retail Services or their customer agreement.

12. INVOICING AND PAYMENT

- 12.1 We will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.
- 12.2 Each invoice will:
 - (a) be in the form of a tax invoice, complying with the requirements of the GST law; and
 - (b) include or be accompanied by any information or documents required by any applicable Tax Regulatory Requirement.

13. PAYMENT AND DISPUTES

- 13.1 Unless you dispute an invoice or part of an invoice; you must pay the amount of a valid invoice to us by the Due Date.
- 13.2 If you fail to pay an invoice in full or in accordance with clause 13.5 by the Due Date, we may:
 - (a) charge you Interest on the unpaid amount from the Due Date; and
 - (b) recover our costs of enforcing payment of the invoice from you.
- 13.3 Where you dispute an invoice you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 13.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your claim the dispute resolution procedures in clause 21 apply.
- 13.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 13.6 Once the dispute is resolved:
 - (a) if we owe you a refund, we will pay you that amount; or
 - (b) if you owe us an amount, it must be paid within 2 weeks from the date the dispute is resolved.

14. CUSTOMER DETAILS AND PRIVACY

- 14.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 14.2 If we are unable to contact an owner or occupier of a unit (who is a current or potential Customer), you must use reasonable endeavours to assist us to deliver written communications from us to the owner or occupier at the unit.
- 14.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

15. TERMINATION

- 15.1 A party may terminate a Supply Order (in part or in full):
 - (a) if the other party becomes insolvent;
 - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;

- (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 25 continues for more than 3 months in respect of that Supply Order;
- (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.

15.2 Without limiting clause 13.1, we may terminate a Supply Order (in part or in full) in the following circumstances:

- (a) in accordance with clause 5.5; or
- (b) in accordance with clause 8.5.

15.3 Either party may terminate:

- (a) a Supply Order in accordance with clause 8.4; or
- (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, unless specified otherwise in a Supply Order.

15.4 If this Master Agreement is terminated in accordance with this clause 15, any and all Supply Orders entered into under this Agreement in place immediately prior to such termination will remain in effect until the earlier of:

- (a) the end of the relevant Supply Term; and
- (b) the relevant Supply Order (in part or in full) is terminated in accordance with this clause 15.

16. WHAT HAPPENS IF THIS AGREEMENT IS TERMINATED

16.1 In addition to any rights arising as a consequence of termination for breach, if any Supply Order is terminated for any reason other than termination by us under clause 15.3(b), then we may at our option:

- (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised Energy Equipment from us. The date of the sale will be the date we notify you that we have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. You must pay the amount payable within 1 month of receipt of an invoice from us. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;
- (b) remove the Centralised Energy Equipment; or
- (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,

but if we terminate a Supply Order under clause 15.3(b), then only clause 16.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.

- 16.2 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.
- 16.3 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 16.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.
- 16.4 If we remove the Centralised Energy Equipment in accordance with clause 16.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.
- 16.5 In this clause 16, the Centralised Energy Equipment does not include the Remote Electronic System.
- 17. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION**
- 17.1 This clause 17 only applies for New Developments. References to Supply Orders in this clause 17 refer to Supply Orders executed prior to the Assignment Date.
- 17.2 You must promptly register the Plan in respect of the Premises.
- 17.3 Promptly after registration of the Plan you must procure this Master Agreement be signed by both the Owners Corporation and by you (again), to give effect to the assignment and novation documented in this clause 17. We will be deemed to have signed this Master Agreement again to give effect to the assignment and novation documented in this clause 17 if all of the following apply on the Assignment Date:
- (a) the Owners Corporation has been properly established;
 - (b) construction of the Premises has reached practical completion;
 - (c) the Owners Corporation has taken out the insurances required under clause 26;
 - (d) the original Premises Party is not in breach of any provision of this Agreement,
- but if any of clauses 17.3(a)-(d) do not apply on the Assignment Date then there will be no effective assignment under this clause 17 unless we sign this Master Agreement again.
- 17.4 With effect from the Assignment Date:
- (a) you assign to the Owners Corporation all rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on or after the Assignment Date;
 - (b) the Owners Corporation accepts the assignment of your rights and benefits under this Master Agreement and all Supply Orders pursuant to clause 17.4(a).
- 17.5 With effect on and from the Assignment Date, the Owners Corporation:
- (a) assumes and must perform all obligations and discharge all liabilities under this Master Agreement and all Supply Orders that, but for this clause 17, you would have been required to perform or discharge on and after the Assignment Date; and
 - (b) is bound by and must comply with all other provisions of this Master Agreement and all Supply Orders which, but for this clause 17, you would have been bound by on and after the Assignment Date.
- 17.6 We consent to:
- (a) the assignment of the rights and benefits under this Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause 17.4 and acknowledge that the Owners Corporation is entitled to the rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on and after the Assignment Date; and
 - (b) the Owners Corporation, pursuant to clause 17.5, assuming and performing your obligations and discharging your liabilities under this Master Agreement and all Supply Orders that arise or are to be performed or discharged by you on or after the Assignment Date.
- 17.7 With effect on and from effective assignment and novation as contemplated in this clause 17, we release the original Premises Party from all obligations and liabilities under this Master Agreement and all Supply Orders to be performed or discharged on or after the Assignment Date.
- 17.8 Nothing in this clause 17:
- (a) affects the original Premises Party's or our rights, liabilities or obligations under this Master Agreement and all Supply Orders before the Assignment Date; or
 - (b) releases the original Premises Party or us from any obligation or liability under this Master Agreement and all Supply Orders arising before the Assignment Date and the Owners Corporation does not assume any such obligation or liability.
- 17.9 On and from the Assignment Date, the address and contact details of the Owners Corporation for the purpose of notices issued under this Master Agreement and all Supply Orders will be as notified by the Owners Corporation under this Agreement from time to time.
- 17.10 For the purposes of giving effect to this Master Agreement and all Supply Orders and this clause 17:
- (a) on the Start Date, this Master Agreement and any Supply Orders executed on or around the Start Date come into effect between the original Premises Party and us;
 - (b) any Supply Orders come into effect on the date they are executed;
 - (c) on the Assignment Date, the assignment and novation under this clause 17 comes into effect between you, the Owners Corporation and us; and

- (d) you, the Owners Corporation and we each make the representations and give the warranties set out in clauses 18.1 and 19.2.

18. WARRANTIES

- 18.1 Each party represents and warrants that:
- (a) it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
 - (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
 - (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

19. PARTNERSHIPS AND TRUSTS

- 19.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.
- 19.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:
- (a) you are the sole trustee of the Trust;
 - (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
 - (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

20. INDEMNITIES AND LIABILITY

- 20.1 You indemnify us and our Representatives against any claim or from any Liability we incur or suffer in connection with or arising from this Agreement, relating to:
- (a) your breach of this Agreement, a Regulatory Requirement or an Approval or contributing to our breach of a Regulatory Requirement or an Approval;
 - (b) your negligence or that of your Representatives; and
 - (c) any personal injury, illness, disease or death of:
 - (i) any of your Representatives; and
 - (ii) any of our Representatives or any third party, but in this case only to the extent that such personal injury, illness, disease or death is caused or contributed to by an act or omission (whether negligent or otherwise) or by a breach of duty (whether statutory or otherwise) of you or your Representatives.
- 20.2 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

- 20.3 Subject to clause 20.4, to the extent permitted by law, the total aggregate Liability of a party to the other party in connection with or arising from this Agreement is limited to the greater of:

- (a) \$100,000; and
- (b) the Installation Value of the Centralised Energy Equipment.

- 20.4 The limitation of Liability in clause 20.3 will not apply:

- (a) for any Liability for personal injury, illness, disease or death; or
- (b) to the extent that a party is either entitled to be indemnified or paid for that Liability under any insurance policy held by that party or would have been so entitled or paid if it had:
 - (i) complied with its insurance obligations under this Agreement;
 - (ii) promptly claimed, and diligently pursued, such claim under that insurance policy; and
 - (iii) complied with the terms and conditions of that insurance policy.

21. DISPUTE RESOLUTION

- 21.1 All disputes must be dealt with in accordance with this clause 21.
- 21.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).
- 21.3 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.
- 21.4 Pending the resolution or determination of a dispute, you and we must continue to perform our respective obligations under this Agreement.
- 21.5 Nothing in this clause 21 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - (b) terminating this Agreement where it has a right under the Agreement to do so.

22. CONFIDENTIALITY

- 22.1 Each party must keep all Confidential Information confidential.
- 22.2 A party may disclose Confidential Information:
- (a) with the other party's prior written consent;
 - (b) on a confidential basis to its Representatives, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - (c) if required by Regulatory Requirements or applicable stock exchange rules.

23. ASSIGNMENT

- 23.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause 7) to any of our Related Bodies Corporate or any third party by prior notice to you.
- 23.2 Except as provided for in clause 17 or 23.3, you may only assign, transfer or novate this Agreement with our prior written consent.

23.3 If you sell or otherwise dispose of your interest in the Premises prior to the Owners Corporation entering this Agreement in accordance with clause 17, you must:

- (a) give written notice to any sales agents and prospective purchasers about this Agreement; and
- (b) assign or novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you.

23.4 If you are the Owners Corporation, you must not Encumber this Agreement.

24. SUBCONTRACTING

24.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative.

24.2 If the Premises is in Victoria, we will subcontract all of our obligations that relate to the installation, commissioning, operation, maintenance and repairs of the Centralised Energy Equipment to a third party.

25. FORCE MAJEURE

25.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.

25.2 A party must:

- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- (b) give the other party prompt notice of the Force Majeure including details of its expected duration.

25.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

26. INSURANCE

26.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.

26.2 You must obtain and maintain for the Supply Term, with a major insurance company carrying on general insurance business in Australia:

- (a) any insurance required by a Regulatory Requirement; and
- (b) current third party public and product liability insurance covering liability to us, our Representatives and any third party for death or bodily injury (including illness) and loss of and/or damage to (or loss of use of) any property arising out of anything done or omitted to be done by you and liabilities arising

from sudden and accidental pollution for the following minimum amounts:

- (i) for public liability - \$10 million per incident; and
- (ii) for products liability - \$10 million for any 12 month period.

26.3 You must obtain and maintain from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.

26.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 26.

27. GST

27.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.

27.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.

27.3 The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier. The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies. Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

28. TAXES

28.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.

28.2 If we are required in our opinion to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

29. LAWS APPLICABLE TO THIS AGREEMENT

29.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.

29.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

30. PERSONAL PROPERTY SECURITIES ACT

30.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.

30.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section

275(1) of the PPSA must not be disclosed by either party.

31. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 31.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 31.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

32. NOTICES

- 32.1 A notice or other communication under this Agreement is only effective if:
 - (a) in writing and addressed to the person to whom it is given; and
 - (b) sent to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party; or
 - (c) sent by email to the email address notified by the relevant party to the other party.
- 32.2 A notice is given:
 - (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
 - (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

33. ANTI-BRIBERY

- 33.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 33.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 33.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

34. GENERAL PROVISIONS

- 34.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 34.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.
- 34.3 Clauses 7, 16, 17.10(c), 18, 19.2, 20, 21, 22, 26, 27 and 28 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement

where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.

- 34.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 34.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

35. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

Assignment Date means:

- (a) if we are deemed, under clause 17.3, to have signed this Master Agreement again to give effect to the assignment and novation documented in clause 17, the date the assignment execution page has been signed by both the Owners Corporation and the original Premises Party; or
- (b) otherwise, the date the last party to do so, including us, has signed the assignment execution page.

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the Premises is located.

Centralised Energy Equipment means:

- (a) the apparatus, equipment and accessories installed by us at the Premises as set out in a Supply Order; and
- (b) the Remote Electronic System, where set out in a Supply Order, unless expressly stated otherwise in these Master Agreement Terms.

Centralised Energy Equipment Defect means, with respect to the Centralised Energy Equipment:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure of the Centralised Energy Equipment to comply with the requirements of this Agreement.

Common Property means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

Confidential Information means:

- (a) this Master Agreement;
- (b) any Supply Order;

- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

Customer means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

Dispute Notice has the meaning given in clause 21.2.

Due Date means the date for payment set out on the invoice.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

Final Drawings means the final version of the Proposed Drawings.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Start Date that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

Good Industry Practice means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of materials and equipment that would be reasonably exercised by a skilled and experienced person who:

- (a) is engaged in the carrying out of activities of the same nature and extent as the relevant activity by reference to proper and prudent practices recognised internationally, but as applied to circumstances prevailing in Australia and to the operations contemplated by this Agreement;

- (b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time;
- (c) complies with all applicable Regulatory Requirements; and
- (d) acts to the standards and in the manner required by clause 9.

Infrastructure Defect means, with respect to the Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure of the Premises or the Premises Party Infrastructure to comply with the requirements of this Agreement.

Installation Value means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

Liability includes any loss, damage, liability, cost, charges and expenses.

Master Agreement Terms means this document.

Meter means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

New Development means a development where you are undertaking or have undertaken the design and construction of the Premises.

Origin Company means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

Owners Corporation means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)*.

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or secondee to, that party or any of its Related Bodies Corporate or otherwise.

Plan means:

- (a) if the Premises are in Victoria, the registered plan of subdivision set out in item 4 of the Schedule;
- (b) if the Premises are in South Australia, the plan of community division and scheme description set out in item 4 of the Schedule;
- (c) if the Premises are in Queensland, the plan and community management statement set out in item 4 of the Schedule;
- (d) if the Premises are in New South Wales, the registered strata plan of subdivision set out in item 4 of the Schedule;

- (e) if the Premises are in the Northern Territory, the scheme statement set out in item 4 of the Schedule.

Premises:

- (a) means the building and adjacent land described in item 4 of the Schedule; and
 (b) includes the Common Property; and
 (c) if the Premises is in Queensland or South Australia, then once the Plan is registered, also includes the scheme land (excluding the lots in the scheme).

Premises Party means the party specified in item 3 of the Schedule.

Premises Party Infrastructure means the piping, plumbing, electrical and other infrastructure including that set out in a Supply Order, but excluding the Centralised Energy Equipment.

Proposed Drawings means the proposed drawings specified in a Supply Order.

Purchaser means a transferee or assignee of your interest in the Premises.

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
 (b) a stock exchange; and
 (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
 (b) any applicable law, whether of a legislative, equitable or common law nature;
 (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
 (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Remote Electronic System means the software and hardware used by us to read the Meters remotely.

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or seconded to, a party or any of its Related Bodies Corporate.

Retail Services means the sale of retail services by us to Customers as described in a Supply Order.

Retrofit Development means a development where you are not undertaking or have not undertaken the design and construction of the Premises.

Schedule means the schedule to these Master Agreement Terms.

Start Date means the date specified in item 1 of the Schedule or, if no date is specified, the date by which this Master Agreement is signed by both the original Premises Party and us.

Supply Order means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

Supply Term means, in respect of a Supply Order, the term of the Supply Order as specified in it.

Tax means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax), together with any related penalty, fine, interest or other charge.

Term means the period from the Start Date until the effective termination of this Master Agreement.

Trust means the trust identified in item 3 of the Schedule (if applicable).

Your Centralised Energy Equipment Approvals means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

36. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
 (b) the singular includes the plural and vice versa;
 (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
 (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
 (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
 (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
 (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
 (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
 (i) a reference to a variation of a Charge includes introducing a new charge;

- (j) a reference to “this Agreement” in these Master Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.

SCHEDULE

Item 1: START DATE –

Item 2: ORIGIN'S DETAILS

Origin Energy Retail Limited

ABN 22 078 868 425

Address for notices: GPO Box 148, Brisbane Qld 4001

Telephone number: 1800 002 438

Representative: Adrian Wardle

Item 3: PREMISES PARTY'S DETAILS

Premises Party: Oliver Hume Property Funds (Railway Rd) Cheltenham Ltd

ABN: 82 159 790 913

Address for notices: Level 2, 4 Riverside Quay, South Bank Vic 3006

Telephone number: 9669 5999

Representative: Rob Granger

Item 4: PREMISES & PLAN

Address of Premises: 2-6 Railway Road, Cheltenham, Vic 3192

Description of Premises: single multi-level residential building containing a total of 115 Apartments.

Plan: PS 426600A

Management Agreement

Ilixir, 2-6 Railway Road, Cheltenham, Melbourne

Owners Corporation No 1 and Owners Corporation No 2 of Plan No 720147D

and

Oliver Hume Community Connect (Ilixir) Pty Ltd ACN 617 831 071

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Management Agreement

Dated 3 / 4 / 17

Parties

Name	Owners Corporation No 1 and Owners Corporation No 2 of Plan No 720147D
Address	C/- Engine Property Group, Level 2, 126 Wellington Parade, East Melbourne, Victoria
Contact	Andrew Dawson
Short name	The Owners Corporation

Name	Oliver Hume Community Connect (Ilixir) Pty Ltd ACN 617 831 071
Address	C/- Level 2, 4 Riverside Quay, Southbank, Victoria
Contact	Julian Coppini
Short name	Manager

Background

- A. The Owners Corporation is created on the Plan relating to the Development.
- B. The Owners Corporation has responsibility for the repair, maintenance and management of the Common Property and has been authorised to enter into this Agreement in respect to the Development.
- C. To assist it in the carrying out of its functions, the Owners Corporation wishes to exclusively appoint the Manager to perform certain cleaning and maintenance duties.
- D. The Owners Corporation also wishes to permit the Manager to, in addition to its paid building management role, provide letting, sales, and certain lifestyle services, to Owners at the Development.
- E. The Owners Corporation will also appoint an Administrative Manager (as a manager under the Act) to perform the administrative duties of the Owners Corporation.
- F. The Owners Corporation has by special resolution authorised the execution of this Agreement.

The Parties Agree

1. Definitions

In this Agreement:

Act means the Owners Corporation Act 2006 (Victoria).

Administrative Manager means an owners corporation manager, under the Act.

Agreement means this Agreement inclusive of schedules and annexures.

Apartment means in relation to an Owner, the lot in the Development owned by that Owner.

Business Day means a day on which banks are open for general banking business in Melbourne, Australia, other than a Saturday, Sunday or public holiday.

Carpark Area means the car parking space located on the lower ground level of the Development, which is to be leased to the Manager.

Commencement Date means the date set out in Item 1 of the Schedule.

Common Property means the Common Property on the Plan.

Development means the apartment complex situated at 2-6 Railway Parade, Cheltenham and known as Ilixir, which is the subject of the Plan and includes the Common Property.

Facilities Manager means a company or business with expertise in carrying-out (and providing compliance services in relation to) maintenance of and repairs to plant and equipment in an apartment building or similar.

First Further Term means the term of ten (10) years commencing on the day immediately following expiry of the Initial Term.

Fourth Further Term means the term of ten (10) years commencing on the day immediately following expiry of the Third Further Term.

GST has the meaning given to it in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax Act 1999 (Cth)* as amended modified or replaced from time to time and any associated legislation and regulations.

Initial Term means the term of ten (10) years beginning on the Commencement Date.

Insolvency Event means the occurrence of any of the following events in relation to any individual, company, Owners Corporation or person (where appropriate):

- (a) the person becomes insolvent as defined in the Corporations Act, states that it is insolvent or is presumed to be insolvent under an applicable law;
- (b) the person is wound up, dissolved or declared bankrupt;
- (c) the person becomes an insolvent under administration as defined in the Corporations Act;

- (d) a liquidator, provisional liquidator, Controller, administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of any or all of the person's assets or undertaking;
- (e) the person enters into or becomes subject to:
 - (i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
 - (ii) any re organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (f) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;
- (g) the person is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
- (h) the person suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the other paragraphs of this definition.

Leased Areas means the Lobby Area, Dry Goods Storage Room and Refrigerated Lockers and associated common areas.

Leases means the lease or leases of the Leased Areas in favour of the Manager, entered into on or around the date of this Agreement.

Letting Services means on behalf of an Owner, offering an Apartment to be leased by a tenant or tenants, which may also include managing the Apartment on behalf of an Owner.

Lifestyle Functions means the functions and services as set out in Schedule 3 to this Agreement, and also in the Lifestyle Additional Services Schedule, as may be varied by the Manager from time to time.

Lifestyle Additional Services Schedule means any schedule of that description, provided in writing by the Manager from time to time, specifying lifestyle functions and services in addition to those set out in Schedule 3 to this Agreement; which schedule may be varied or replaced by the Manager from time to time.

Management Duties means the management and related duties of the Manager, as set out in Schedule 2 to this Agreement and also in any Management Services Level Schedule, as may be varied from time to time.

Management Service Level Schedule means any schedule or document of that description, agreed in writing by or on behalf of the parties from time to time, specifying any details or parameters in relation to how or when any of the Management Duties will be provided or performed by the Manager; which schedule or document may be varied or replaced from time to time by agreement in writing between the parties.

Major Maintenance or Repairs means any maintenance, repairs or works which:

- (a) require special expertise or training or a qualification to carry out; or

- (b) are structural in nature (including structural alterations or repairs); or
- (c) the Manager reasonably considers (whether due to importance, urgency, scale or other factors) are best carried out by a person or business other than the Manager.

Notice means a notice, demand, consent, approval or other communication under this Agreement.

Occupant means a tenant or tenants occupying an Apartment with the authority of an Owner.

Owner means those registered proprietors of Apartments, or Retail Lots, in the Development, including their legal personal representatives, duly appointed agents, successors in title or permitted assigns.

Owners Corporation means the Owners Corporations described in Item 2 of the Schedule.

Plan means the plan of subdivision described in Item 5 of the Schedule.

Reception Area means the area on the ground floor of the Development, forming part of the Common Property, which is to be leased to the Manager for its exclusive use.

Refrigerated Lockers & Dry Goods Storage Room Area means the area on the lower ground level floor of the Development, which contains the refrigerated lockers & dry goods storage room area, and which is to be leased to the Manager.

Remuneration means the fees payable to the Manager under clause 4.1.

Retail Lot means a lot in the plan which is designated for a commercial use.

Rules means any rules or special rules of the Owners Corporation as amended from time to time.

Sales Services means marketing or offering an Apartment for sale, on behalf of an Owner.

Second Further Term means the term of ten (10) years commencing on the day immediately following expiry of the First Further Term.

Term means the period set out in Item 6 of the Schedule.

Termination Date means the day on which a notice of termination expires in accordance with clause 9 of this Agreement.

Third Further Term means the term of ten (10) years commencing on the day immediately following expiry of the Second Further Term.

2. Interpretation

2.1 General

In this Agreement (including the Introduction) unless a contrary intention appears:

- 2.1.1 the singular includes the plural and vice versa and reference to a gender includes the other gender;
- 2.1.2 a reference to any legislation or statutory instrument includes:

- (a) a reference to that legislation or statutory instrument as amended, modified, re-enacted or replaced from time to time; and
 - (b) any rulings, regulations or guidelines made or issued under or in relation to that legislation or statutory instrument;
- 2.1.3 a reference to a person includes a corporation, firm or body of persons recognised by law and that person's successors, assigns and legal personal representatives;
- 2.1.4 a reference to a party means a party to this Agreement;
- 2.1.5 alternative grammatical forms of defined words or phrases have corresponding meanings;
- 2.1.6 a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement;
- 2.1.7 a reference to this Agreement includes a reference to any schedules and annexures to this Agreement;
- 2.1.8 a reference to a document (including this document) includes a reference to that document as amended or replaced from time to time;
- 2.1.9 a reference to a month means a calendar month;
- 2.1.10 reference to money (including a reference to dollars and expressions preceded by the symbol \$) is a reference to Australian currency;
- 2.1.11 a reference to writing includes all means of representing or reproducing words, figures or symbols in a permanent and visible form;
- 2.1.12 nothing in this Agreement constitutes or may be construed as constituting a party as the partner, agent, employee or representative of another party;
- 2.1.13 no term or provision of this Agreement will be construed against a party on the basis that this Agreement or the term or provision in question was put forward or drafted by that party;
- 2.1.14 any reference to time in this Agreement is a reference to time in Victoria;
- 2.1.15 if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- 2.1.16 if an act prescribed under this Agreement to be done by a party on or by a given day is done after 4.00pm on that day, it is taken to be done on the next day;
- 2.1.17 if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and
- 2.1.18 an obligation or liability imposed on, or benefit given to, a party which consists of more than one person, is an obligation or liability imposed on, or benefit given to, each of them severally as well as all of them jointly.

2.2 Adoption of Introduction

The parties agree that the statements in the Introduction to this Agreement are correct and form part of this Agreement.

2.3 Headings and Table of Contents

In this Agreement headings and the table of contents are used for reference only and do not affect the construction of any provision in this Agreement.

2.4 Inconsistency

If there is any inconsistency between the provisions of this Agreement and the provisions of another document relevant to the matters referred to in this Agreement, the provisions of this document prevail to the extent of the inconsistency and the provisions of the other document must be read and construed accordingly.

2.5 Parties Bound

This Agreement binds and benefits each party and their respective successors, assigns and legal personal representatives. If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

2.6 Consents or Approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

2.7 Authority

Each party warrants to the other party that it is authorised on its own behalf and (if applicable) by the corporation, entity, business or persons whom it represents (or purports to represent) to enter into this Agreement and perform (and cause to be performed) the obligations in this Agreement.

3. Appointment of Manager

3.1 Appointment – Management Duties

The Owners Corporation appoints the Manager as its agent for the Initial Term and for any further term granted under this clause 3, for the purpose of carrying out the Management Duties, and the Manager accepts such appointment.

3.2 Exclusivity

The appointment of the Manager pursuant to clause 3.1, and the authorisation under clause 3.5, are exclusive for the Term of this Agreement. The Owners Corporation must not during the Term appoint any other person or entity to perform the Management Duties or the Lifestyle Functions.

3.3 Manager not Owners Corporation manager

The parties acknowledge and agree that the Manager is not the manager of the Owners Corporation itself, under section 119 of the Act. The parties acknowledge that the Owners Corporation is appointing an Administrative Manager under the Act, to be the manager of the Owners Corporation.

3.4 Skills of Manager

- 3.4.1 The Manager confirms that it has available to it and will maintain at all times during the Term, adequate skills, expertise and resources to act as the agent of the Owners Corporation to carry out the Management Duties under this Agreement.
- 3.4.2 The Manager will perform the Management Duties according to the terms of this Agreement and in the best interests of the Owners Corporation.

3.5 Authority to perform Lifestyle Functions

The Owners Corporation appoints and authorises the Manager to carry out and undertake all of the Lifestyle Functions, at and upon and around the Development.

3.6 First Further Term

Provided that as at the commencement date of the First Further Term, there is no failure or default by the Manager under clause 9.2.1(b) which the Manager has actually failed to remedy within the 30 day period provided for in clause 9.2.1(b),, this Agreement will automatically be extended for the First Further Term, unless the Manager delivers a notice to the Owners Corporation not less than six (6) months before the commencement date of First Further Term that it does not wish the Agreement to continue, and:

- 3.6.1 the Remuneration for the first year of the First Further Term will be reviewed in accordance with clause 3.10; and
- 3.6.2 all other terms of this Agreement will apply.

3.7 Second Further Term

Provided that as at the commencement date of the Second Further Term, there is no failure or default by the Manager under clause 9.2.1(b) which the Manager has actually failed to remedy within the 30 day period provided for in clause 9.2.1(b), this Agreement will automatically be extended for the Second Further Term, unless the Manager delivers a notice to the Owners Corporation not less than six (6) months before the commencement date of Second Further Term that it does not wish the Agreement to continue, and:

- 3.7.1 the Remuneration for the first year of the Second Further Term will be reviewed in accordance with clause 3.10; and
- 3.7.2 all other terms of this Agreement will apply.

3.8 Third Further Term

Provided that as at the commencement date of the Third Further Term, there is no failure or default by the Manager under clause 9.2.1(b) which the Manager has actually failed to remedy within the 30 day period provided for in clause 9.2.1(b), this Agreement will automatically be extended for the Third Further Term, unless the Manager delivers a notice to the Owners Corporation not less than six (6) months before the commencement date of Third Further Term that it does not wish the Agreement to continue, and:

- 3.8.1 the Remuneration for the first year of the Third Further Term will be reviewed in accordance with clause 3.10; and
- 3.8.2 all other terms of this Agreement will apply.

3.9 Fourth Further Term

Provided that as at the commencement date of the Fourth Further Term, there is no failure or default by the Manager under clause 9.2.1(b) which the Manager has actually failed to remedy within the 30 day period provided for in clause 9.2.1(b), this Agreement will automatically be extended for the Fourth Further Term, unless the Manager delivers a notice to the Owners Corporation not less than six (6) months before the commencement date of Fourth Further Term that it does not wish the Agreement to continue, and:

3.9.1 the Remuneration for the first year of the Fourth Further Term will be reviewed in accordance with clause 3.10; and

3.9.2 all other terms of this Agreement will apply.

3.10 Fee reviews

3.10.1 Where this Agreement states that the Remuneration is to reviewed in accordance with this clause 3.10, then the Remuneration will be increased by the greater of the following:

(a) $R \times 1.03$, and

(b) $R \times (CPI1 / CPI2)$

where:

R is the Remuneration amount applying immediately before the review;

CPI1 is the Consumer Price Index (All Groups) number for the quarter ending most recently prior to the date of the review;

CPI2 is the Consumer Price Index (All Groups) number for the quarter ending most recently prior to the date which is 12 months before the review.

3.10.2 However, it is agreed that on a review, the Remuneration is not to decrease (so for the avoidance of any doubt, that if $(CPI1 / CPI2)$ is equal to or less than one, then paragraph 3.10.1(a) shall apply).

3.11 Acknowledgements

The Manager acknowledges that term of this Agreement including further terms will not exceed 50 years.

3.12 Independent Contractor

Nothing contained in this Agreement will constitute the Manager as the employee of the Owners Corporation. The Manager is an independent contractor of the Owners Corporation.

3.13 Non-Exclusive

The Manager is not required to provide caretaking or other services exclusively to the Owners Corporation and is permitted to carry out similar caretaking services or other services to any other property or development.

4. Remuneration of Manager

4.1 Remuneration – Management Duties

In consideration of the performance by the Manager of the Management Duties, the Owners Corporation must pay the Manager the remuneration in accordance with Item 7 of Schedule 1 for the Initial Term and any further terms of this Agreement under clause 3. The parties acknowledge and agree that the remuneration is for the provision and performance of the Management Duties, but it is not for the performance or provision of the Lifestyle Functions, or for any Letting Services or Sales Services performed for any Owners, and that the Manager may be paid remuneration by Owners or Occupiers (in addition to the remuneration specified in Item 7 of Schedule 1) in relation to the performance or provision of any of the Lifestyle Functions and in relation to the performance or provision of Letting Services and Sales Services.

5. Expenses of Manager

5.1 Expenses

- 5.1.1 In relation to the Management Duties, the Manager will be entitled to pledge the credit of the Owners Corporation (within the limits approved by the Owners Corporation from time to time) for the purpose of obtaining (and the Manager will be entitled to order or obtain) equipment and materials, or services, used in or that are incidental to the performance of the Management Duties.
- 5.1.2 The Manager will check and verify accounts for goods and services payable by the Owners Corporation relating to matters which are the responsibility of the Manager under this Agreement and advise the Owners Corporation representative whether or not they are in order for payment.
- 5.1.3 The Owners Corporation must pay invoices or accounts for the equipment, materials or services, arranged by the Manager, including any:
- (a) credit card commission;
 - (b) bank charges and fees;
 - (c) any GST paid on the supply of services by the Manager under this Agreement.
- 5.1.4 The Owners Corporation must pay for the materials, equipment and repairs and maintenance of equipment reasonably necessary to enable the Manager to perform the Management Duties.
- 5.1.5 The Manager must provide all reasonable assistance to assist the Owners Corporation in setting the annual budget and maintenance fund of the Owners Corporation.

6. Letting and Sales Services and General

6.1 Appointment as Letting Agent and for Sales Services

- 6.1.1 The Manager is hereby authorised to offer and provide Letting Services, and Sales Services, to all or any Owner. The Owners Corporation must not during the Term permit any other person or entity to provide or offer, on or from or using any part of the Common Property, any Letting Services or Sales Services to any Owner.
- 6.1.2 If the Manager undertakes Letting Services or Sales Services, it must duly and punctually comply with the provisions of all statutes and lawful authorities, and ensure that the necessary permits, licences and consents have been obtained to enable the Manager to conduct those services.
- 6.1.3 The Manager may, and is authorised to, in providing Letting Services and Sales Services, without limitation:
- (a) Advertise or display the Letting Services or Sales Services, in or from, and around, the Reception Area, and outside the Development (including advertise or display that an Apartment is available to lease or purchase);
 - (b) Conduct and arrange Apartment inspections and "open houses";
 - (c) Have discussions with potential tenants and purchasers in or around the Reception Area.

6.2 Application of Rules

- 6.2.1 To remove doubt, and despite anything else in this Agreement, where any part of the Common Property is subject to an exclusive use special rule:
- (a) The Manager is authorised to carry out the duties the Owners Corporation is required to carry out in respect of that part of the Common Property; and
 - (b) If any Owner or Occupier of an Apartment in the Development is required to carry out duties in respect of that part of the Common Property, the Manager is not required to carry out those duties.

6.3 Repairs, replacements and maintenance

- 6.3.1 Tradesmen and other service Providers.
- (a) Subject to the provisions of this Agreement, the Manager will carry out all its Management Duties under this Agreement (or employ or contract persons to carry out such Management Duties on its behalf) other than those duties that in the Manager's opinion require a skilled tradesman or similar person to carry out such Management Duties. The cost of any such services of a skilled trades person or similar person will be the responsibility of the Owners Corporation;
 - (b) If a skilled tradesman or similar person is required, the Manager may arrange the appointment of such person up to such level of cost as is approved by the Owners Corporation from time to time;
 - (c) If there is a dispute between the Owners Corporation and the Manager as to whether a skilled tradesman or similar person is required to carry out any duty, the dispute may be determined, at the instance of either party, in accordance with the dispute resolution procedures in the Rules.

6.3.2 Machinery and tools

The Manager must, at its cost, have all equipment (including, without limitation any equipment or vehicles necessary to take rubbish to a central location point for external collection) and tools necessary to carry out the Management Duties in proper and workman like manner, other than equipment, machinery and tools related to those duties required to be carried out by a skilled tradesman or similar person. The Manager will cause such equipment and tools to be maintained in good working order and condition.

6.4 Responsibility of Other Parties

If any other person has an obligation to carry out some or all of the duties of the Owners Corporation in respect of the Common Property, or an asset of the Owners Corporation (for example, under a special rule, or under a contract with a Facilities Manager), the Manager does not have to carry out those duties.

7. Covenants

7.1 Manager's Covenants

The Manager covenants with the Owners Corporation as follows:

7.1.1 Compliance with Statutes and Other Requirements

At its own expense from time to time and at all times during this Agreement or an extension or renewal thereof, it will duly and punctually comply with the relevant and applicable provisions of all statutes, lawful authorities and the Rules, and ensure that the necessary permits, licences and consents have been obtained to enable the Manager to conduct the Duties.

7.1.2 Not to prejudice Owners Corporation's insurance

Not to do anything whereby the policies of insurance effected in respect of the Development will become prejudiced or be rendered void or voidable.

7.1.3 Public Risk Insurance

To insure and keep insured the Manager's office and reception area and any other areas occupied by the Manager with a reputable insurance company against risk liability for an amount not less than \$10 million.

7.1.4 Supervise

Adequately supervise any staff or subcontractors employed or engaged by the Manager.

7.1.5 Indemnify

Indemnify the Owners Corporation against any actions or proceedings, claims, demands, damages or expenses which the Owners Corporation may sustain by reason of any negligent act or omission on the part of the Manager or its staff or contractors to the extent it was caused or contributed to by the Manager or its staff or contractors.

7.1.6 Insurance

Effect appropriate insurance for any employees of the Manager.

7.2 Owners Corporation Covenants

The Owners Corporation covenants with the Manager that to the full extent allowed by law it will during the term of this Agreement take all reasonable steps to ensure that there is no interference with the performance of the Management Duties or the Lifestyle Functions by the Manager.

8. Engagement of Others by Manager

8.1 The Manager may engage other persons to carry out all or part of its duties and obligations (and exercise its rights) under this Agreement. These persons may also engage other persons to assist them. Such engagement does not affect the liability of the Manager under this Agreement. Any engagement under this clause will not amount to an assignment by the Manager of its interests under this Agreement.

8.2 Any remuneration, employment entitlements and superannuation contributions of any employee or contractor of the Manager will be the responsibility of the Manager.

9. Termination

9.1 Termination by Manager

This Agreement may be terminated by the Manager at any time by giving not less than ninety (90) days' notice in writing to the Owners Corporation.

9.2 Termination by Owners Corporation

The Owners Corporation may terminate this Agreement by providing written notice to the Manager:

9.2.1 if the Manager:

- (a) assigns its interest in this Agreement in breach of clause 11 of this Agreement;
- (b) fails to carry out, or defaults in, the Management Duties under this Agreement and such failure or default continues for thirty (30) days after the Owners Corporation has delivered written notice to the Manager demanding remedy of the failure or default;
- (c) is guilty of gross misconduct or gross negligence in the performance of its duties and the Owners Corporation has delivered written notice to the Manager of such gross misconduct or gross negligence;
- (d) being an individual, is convicted of an indictable offence involving fraud, dishonesty or assault; or
- (e) being a corporation, experiences an Insolvency Event.

9.3 Termination Process

9.3.1 The Owners Corporation must act in a bona fide manner in giving a notice to the Manager under clauses 9.2.1(b) or 9.2.1(c).

9.3.2 A notice cannot be given by the Owners Corporation under clause 9.2 unless:

- (a) a resolution to issue such notice has been passed at a meeting of the Committee of the Owners Corporation; and
- (b) before that resolution is passed, the Manager has been given an opportunity to address the meeting of the Committee referred to in clause 9.3.2(a).

10. Notices

10.1 Written Requirement

A Notice must be in writing, addressed to the directors of the recipient and directed to the recipient's address set out in this Agreement or last known address and hand delivered or sent by registered post, facsimile or electronic mail to that address.

10.2 Deemed Receipt

A Notice given in accordance with clause 10.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- 10.2.1 if hand delivered, on delivery;
- 10.2.2 if sent by registered post, three Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Australia);
- 10.2.3 if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the Notice in entirety,
- 10.2.4 if sent by electronic mail, when the sender's email system confirms successful delivery of the Notice to the recipient's server,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

11. Assignment

11.1 Assignment

The Manager must not assign its interest under this Agreement without the consent of the Owners Corporation.

11.2 Consent of Owners Corporation

11.2.1 The Owners Corporation must not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any request for consent to assignment by the Manager.

11.2.2 The Owners Corporation must give its consent or refusal to request for assignment within thirty (30) days of the Manager giving to the Owners Corporation, all information reasonably necessary for the Owners Corporation to give its consent.

11.3 Consent Factors for Assignment

If the Manager requests the Owners Corporation to consent to an assignment of its interest in this Agreement, the Owners Corporation is prior to giving its consent, entitled to require:

11.3.1 That the Manager is not as at the date of giving notice or at the date of the assignment, in default under this Agreement.

11.3.2 That the assignee, together with the Manager (as assignor), must enter into a Deed of Assignment containing, amongst other things, a covenant that the assignee will comply with this Agreement, such indemnities and guarantees by the assignee as are reasonably required by the Owners Corporation, and releasing the Manager from its obligations under this Agreement from the date of assignment.

11.4 Deemed Consent to Assignment

If the Manager has taken all reasonable steps to comply with clause 11 and the Owners Corporation does not respond to the Manager's request for consent to an assignment within 30 days, then the Owners Corporation is deemed to have consented to the assignment.

12. The Manager and the Manager

12.1 No Delegation

The Manager and the Owners Corporation agree that they do not intend under this Agreement to appoint the Manager as an Administrative Manager or delegate functions of the Owners Corporation to the Manager pursuant to section 120(1)(d) of the Act.

12.2 No Obligation

This Agreement does not oblige or give the Manager the right to perform the duties of an Administrative Manager of the Owners Corporation.

12.3 Severance

12.3.1 The Parties agree that it is not intended:

- (a) to engage the Manager as a Manager; or
- (b) to delegate to the Manager any of the powers of the Owners Corporation, the committee for the Owners Corporation, or of an executive member of the committee for the Owners Corporation; or
- (c) to have the Manager perform duties which the Owners Corporation has no power to pay the Manager to perform.

And that it is the parties' intention that the Remuneration payable by the Owners Corporation to the Manager under this Agreement is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Owners Corporation has no power to pay the Manager to perform.

- 12.3.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Agreement:
- (a) constitutes an engagement of the Manager as a Manager; or
 - (b) includes the delegation of any power referred to in clause 12.3.1(b); or
 - (c) involves the performance of a duty which the Owners Corporation has no power to pay the Manager to perform.

then such provision must be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Remuneration payable by the Owners Corporation to the Manager under this Agreement.

- 12.3.3 Otherwise all rights duties or obligations given or imposed by virtue of this Agreement are so given or imposed to the extent that they are lawful and if at any time, any provision hereof is, or becomes illegal, invalid, unenforceable or void in any respect then that provision must be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Agreement, so as to uphold the legality and validity and enforceability of the remaining provisions of this Agreement.

12.4 Acknowledgements and office

The Manager acknowledges the appointment and role of the Administrative Manager and agrees, as directed by the Owners Corporation or otherwise requested by the Owners Corporation, to meet with the Administrative Manager as and when reasonably required by the Administrative Manager for the purposes of keeping the Owners Corporation informed about the Development and for the purposes of the mutual sharing of information between the parties.

13. Goods and Services Tax

13.1 Interpretation

In this clause 13, a word or expression defined in the GST Act has the meaning given to it in that act.

13.2 GST Gross Up

If a party makes a taxable supply under or in connection with this Agreement then the amount payable by the recipient of the supply to the supplier of the supply is equal to the consideration for the supply (less any GST payable on the supply) increased by an amount calculated by multiplying the GST exclusive consideration by the rate of GST prevailing at the time the supply is made.

13.3 Reimbursement

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then is increased in accordance with clause 13.2.

13.4 Tax Invoice

A party need not make a payment for a taxable supply made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.

14. Leases to Manager**14.1 Grant of Leases**

The parties acknowledge that the Owners Corporation has exercised its powers under section 14 of the Act to grant to the Manager the Leases of the Leased Areas for the Manager to use, for the purpose of administration of the Management Duties and/or purposes ancillary or incidental to the performance of the Management Duties and the Lifestyle Functions, as well as to allow the Manager to conduct its Letting Services and Sales Services.

15. Release

- 15.1 The Manager undertakes the Management Duties and Lifestyle Functions at its own risk and releases the Owners Corporation from all losses, claims, actions, demands and costs resulting from any damage to any third party property, death or injury caused by the Management Duties or Lifestyle Functions, except to the extent that such damage, loss, death or injury arises from or is contributed to by any acts or omissions by the Owners Corporation.

16. Governing Law and Jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

17. Persons

In this Agreement, a reference to:

- 17.1.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 17.1.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 17.1.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

18. Joint and Several

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

19. Legislation

In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

20. Clauses and Headings

In this Agreement:

- 20.1.1 a reference to this or other agreement includes the agreement as varied or replaced regardless of any change in the identity of the parties;
- 20.1.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this deed all of which are deemed part of this Agreement; and
- 20.1.3 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document.

21. General**21.1 Amendments**

This Agreement may be amended only in writing by agreement between the parties.

21.2 Compliance with Laws

The Manager must comply with all applicable and relevant laws in carrying out its obligations under this Agreement.

21.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

21.4 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

21.5 No Merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction or matter contemplated by this Agreement and are additional to any right, power or remedy which it may have under general law or otherwise.

21.6 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and the transaction or matters contemplated by it.

21.7 Severability

A provision or part of a provision of this Agreement that is void, illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provision of this Agreement continue in force.

21.8 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

21.9 Relationship

Unless expressly stated otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

21.10 Cumulative Rights

The rights, powers and remedies of the parties under this Agreement are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this Agreement.

Schedule 1

1. **Commencement Date**

3 August 2017

2. **Owners Corporation**

Owners Corporation No 1 of Plan No and Owners Corporation No 2 of 720147D

3. **Manager**

Oliver Hume Community Connect (Ilixir) Pty Ltd ACN 617 831 071

4. **Development**

Ilixir (Apartments) 2-6 Railway Road, Cheltenham, VIC

5. **Plan**

Plan of Subdivision No 720147D

6. **Term**

Ten (10) years

7. **Remuneration – Management Services**

Fee is to be paid by calendar monthly instalments in arrears.

Fee is \$155,000.00 per annum plus GST, to be reviewed each year (on the anniversary of the Commencement Date) in accordance with clause 3.10.

8. **Further Terms**

4 further terms of Ten (10) years each

Schedule 2

Management Duties

1. Keep clean the Common Property.
2. Arrange for the maintenance and repair of the Common Property, so as to ensure that it is kept in good condition (however for the avoidance of doubt, the Manager is not obliged to carry out or arrange any works which the Owners Corporation has contracted with a Facilities Manager for that Facilities Manager to carry out or arrange; and the Manager is not obliged to itself carry out any Major Maintenance or Repairs);
3. Police the observance of the Rules by the Owners and/or Occupiers (including their guests and licensees) for the time being of the Apartments, to the extent the Rules relate to on-site matters. The Manager is authorised by the Owners Corporation to authorise the removal from the Development or deal with any person creating a nuisance or annoyance on the Common Property or committing any breach of the Rules to the same extent as the Owners Corporation itself may do;
4. Keep in its possession the master key(s) for any switch room, substation or other rooms under the control of the Owners Corporation;
5. Report promptly to the Owners Corporation on all things (which come to the Manager's actual attention) requiring major repair and on all matters (which come to the Manager's actual attention) creating a hazard or danger and take remedial action where practicable and reasonable and within the scope of the Manager's duties as set out in this Schedule;
6. Arrange maintenance contracts as required by the Owners Corporation and monitor whether any such contracts in force are being carried out in accordance with their terms and for this purpose maintain a schedule of contracts with the due dates for service calls and dates of attendance which will be made available to an Owners Corporation representative on request (however for the avoidance of doubt, the Manager is not obliged to carry out or arrange or monitor any works or contracts which the Owners Corporation has contracted with a Facilities Manager for that Facilities Manager to carry out or arrange; and the Manager is not obliged to itself carry out any Major Maintenance or Repairs);
7. Comply with and carry out all reasonable directions from time to time given by the Owners Corporation to the Manager in and about the administration and management of the Development and the performance by the Owners Corporation of its lawful obligations and duties;
8. Be aware of the general condition of the Common Property so that at all times the Manager is able to keep the Owners Corporation informed in that regard;
9. As far as the Manager is reasonably able and lawfully capable of so doing, keep order in the Common Property and take such precautions as it sees fit to safeguard the Common Property against unlawful entry or accident or damage;
10. Advise the Owners Corporation in relation to any correspondence, reports, and complaints related to the Common Property which the Manager receives and that could adversely affect the Common Property and/or the management of the Common Property;
11. As far as the Manager is reasonably able and lawfully capable of so doing, arrange to buy, sell, replace, erect, construct, repair, exchange, lease, hire or otherwise acquire and install all fittings, fixtures, and improvements and additions to the Common Property at the cost of and on behalf of the Owners Corporation as the Owners Corporation may reasonably deem necessary to maintain the Common Property in a reasonable condition (however for the

avoidance of doubt, the Manager is not obliged to carry out or arrange any works which the Owners Corporation has contracted with a Facilities Manager for that Facilities Manager to carry out or arrange; and the Manager is not obliged to itself carry out any Major Maintenance or Repairs);

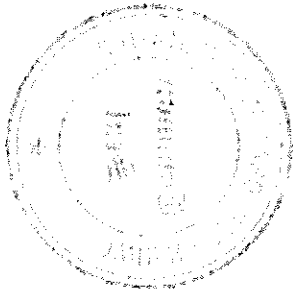
12. The Manager may undertake such works and perform such other acts and do such other things as are incidental to or reasonably necessary and proper in the discharge of the Duties;
13. Set such rules or conditions relating to the use of facilities at the Development by Owners or Occupants, as the Manager may consider reasonably necessary, and vary or replace any such rules or conditions from time to time;
14. Regularly remove rubbish from receptacles located on Common Property to a central location point suitable for external collection and maintain such receptacles in a clean and sanitary condition;
- 14.1 Clear the Owners Corporation letterbox daily and forward correspondence to the relevant person;
15. Carry out regular inspections of the Development to ensure, insofar as is reasonably possible and reasonably practicable, that no unauthorised persons are using the Development and, insofar as is reasonably possible and reasonably practicable, ensure that persons using the Common Property maintain the proper standards of behaviour;
16. Such other duties or functions as may be specified from time to time in a Management Services Level Schedule (if any).

Schedule 3

Lifestyle Functions

The Manager may:


1. Provide various services to and for the benefit of any Owners (and Occupants), relating to the use of any Common Property, such services to be determined by the Manager, and any such services may be for reasonable reward to the Manager from Owners or Occupants;
2. Provide various services to and for the benefit of any Owners (and Occupants), relating to their use of Apartments, or for Owners' or Occupants' general enjoyment, such services to be determined by the Manager, and any such services may be for reasonable reward to the Manager from Owners or Occupants;
3. Provide such other or additional services to and for the benefit of any Owners (and Occupants) as are specified from time to time by the Manager in a Lifestyle Additional Services Schedule (if any), and any such services may be for reasonable reward to the Manager from Owners or Occupants.



Signing Page

Executed by the parties

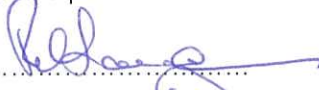
The Common Seal of Owners Corporation No. 1
on **PS720147D** was affixed in accordance with
section 20 and 21 of the *Owners Corporations Act*
2006 in accordance with a resolution dated 3
August 2017 in the presence of:

Signed: 
Name: **PETER LANIGAN**
Address: **L.2. 4 RIVERSIDE QUAY SOUTHBRIDGE 3006.**



Signed:
Name:
Address:
As Director of Oliver Hume Property Funds
(Railway Rd) Cheltenham Ltd as the sole
owner and holder of all lots in PS No:
PS720147D.

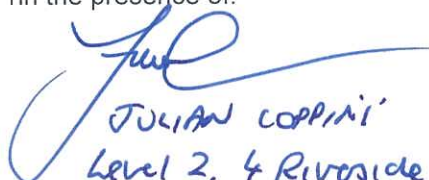
The Common Seal of Owners Corporation
No. 2 on **PS720147D** was affixed in
accordance with section 20 and 21 of the
Owners Corporations Act 2006 in accordance
with a resolution in the presence of:

Signed: 
Name: **PETER LANIGAN**
Address: **L.2. 4 RIVERSIDE QUAY SOUTHBRIDGE 3006**



Signed:
Name:
Address:
As Director of Oliver Hume Property Funds
(Railway Rd) Cheltenham Ltd as the sole
owner and holder of all lots in PS No:
PS720147D.

Signed sealed and delivered by Oliver Hume)
Community Connect (Ilixir) Pty Ltd ACN 617)
831 071 in the presence of:)


JULIAN COPPINI
Level 2, 4 Riverside Quay, Southbride 3006

Lease

Illixir

Onsite Management & Lifestyle
Services

to

Oliver Hume Community Connect
(Illixir) Pty Ltd

ITEMS SCHEDULE

Item 1	Date	3 . 8 [] 2017
Item 2	Landlord	The Owners Corporation 1 of Plan PS 720147D & The Owners Corporation 2 of Plan PS 720147D
Item 3	Tenant	Oliver Hume Community Connect (Ilixir) Pty Ltd ACN 617 831 071
Item 4	Land	The Building
Item 5	Premises	<p>All of the following:</p> <ul style="list-style-type: none"> (a) That part of the ground floor of the building known as "Ilixir" at 2-6 Railway Road, Cheltenham, Victoria as shown as outlined on the annexed plan (Lobby Area); (b) That part of the basement floor of the building known as "Ilixir" at 2-6 Railway Road, Cheltenham, Victoria as shown as outlined on the annexed plan (Dry Storage & Refrigerated Lockers).
Item 6	Term	10 years
Item 7	Commencing Date	[] 2017 3 . 8 . 17
Item 8	Terminating Date	[] 2027 3 . 8 . 27
Item 9	Rent	\$5,000 per annum (plus GST)
Item 10	Permitted Use	<ul style="list-style-type: none"> (a) Carrying on of business as, and all activities and operations as, on-site manager of the Building, including related services and activities; (b) Carrying on business of providing letting and management services to Apartment Owners and Retail Owners; (c) Carrying on business of providing Apartment sales services and Retail Lot sales services; (d) Use and operation of the Dry Storage & Refrigerated Lockers to allow holding and storage of goods for Occupants.
Item 11	Public liability Insurance Amount	\$5,000,000.00 or such other increased amount as agreed by the parties from time to time (to reasonably cover the extent of potential liability over the Term).
Item 12	Addresses for Service	

Landlord

C/- Engine Property Group

Attention: Andrew Dawson

Email address: AndrewD@enginepropertygroup.com.au

Tenant

C/- Level 2, 4 Riverside Quay, Southbank, VIC 3006

Attention: Michael Duster

Email address: m.duster@oliverhume.com.au

Item 13

Options for Renewal

First Option Period: 10 years, from [] 2027 3 4 2 7

Second Option Period: 10 years, from [] 2037 3 4 3 7

Third Option Period: 10 years, from [] 2047 3 4 4 7

Fourth Option Period: 10 years, from [] 2057 3 4 5 7

Item 14

Market Review Date

[] 2027 3 4 2 7

[] 2037 3 4 3 7

[] 2047 3 4 4 7

[] 2057 3 4 5 7

OPERATIVE PART

1 Definitions and interpretation

1.1 Definitions

In this Lease:

Apartment means an apartment lot in the Building;

Apartment Owners means the owners of apartment lots in the Building;

Australian Institute means the division of the Australian Property Institute Incorporated in the State or Territory in which the Land is located.

BBSW Rate means:

- (a) the average mid rate for bills which have a tenor of 90 days which average rate is displayed on the page of the Reuters Monitor System designated 'BBSW' by 10.30 am (in the State or Territory in which the Land is located) on the day on which interest is payable under this lease; or
- (b) if there is a manifest error in the calculation of that average rate or that average rate is not displayed by 10.30am (in the State or Territory in which the Land is located) on that date, the rate specified in good faith by the Landlord's bankers at or around that time on that date having regard, to the extent possible, to the rates otherwise bid and offered for bills of that tenor at or around that time (including, without limitation, the sets of bid and offer rates for bills of that tenor displayed on that page 'BBSW' at that time on that date); or
 - (1) if such rate does not exist and the Landlord's bankers do not specify a rate, then the prescribed rate of interest on debts due under a judgment or order in the State or Territory in which the Land is located, less 3%.

Building means the apartment building complex known as "Ilixir" at 2-6 Railway Road, Cheltenham, Victoria.

Business Day means any day except a Saturday or a Sunday or a bank or public holiday in Melbourne.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Commencing Date means the commencing date stated in Item 7 (as may be varied under clause 15).

Cost means a reasonable cost, charge, expense, outgoing, payment, fees or other expenditure of any nature.

Default Rate means the BBSW Rate plus 2% per annum.

Electricity means the electricity for use in or in relation to the Premises.

Equipment means any electrical and mechanical equipment owned by the Landlord forming part of the Cool Room.

Executive means a chief executive officer or a director of the parties from time to time.

First Option Period means the period stated in Item 13.

Fourth Option Period means the period stated in Item 13.

GST means goods and services tax, value added tax, consumption tax or a similar tax.

GST Invoice means a tax invoice under the GST Law.

GST Law has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth).

Item means an item in the Reference Schedule in this Lease.

Land means the land described in Item 4 and any other land owned or leased by the Landlord and used in conjunction with the Permitted Use.

Landlord means the party named in Item 2.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Lease means this document and includes the schedules, attachments, annexures or exhibits to this document.

Management Agreement means the Management Agreement between the Landlord and the Tenant entered into on or around the date of this Lease, or any such agreement which may replace that agreement;

Market Review Date means each date in Item 14.

Partial Reinstatement Notice is defined in clause 4.4(d).

Permitted Use means the use or uses in Item 10.

Premises means the property described in Item 5, including the Landlord's Equipment.

Question is defined in clause 4.4(g).

Rent means the yearly amount in Item 9 as varied under this Lease.

Resumption means a compulsory acquisition under a Law.

Retail Lot means a retail lot in the Building.

Retail Owners means owners of retail use lots in the Building.

Second Option Period means the period stated in Item 13.

Services means any services or systems provided to the Land, including:

- (a) water, electricity, fuel, oil, garbage compacting and removal, waste disposal, sewerage, telecommunications, communication systems and public address systems, background music, security, air conditioning, ventilation, escalators, fire protection, lift services, washroom and toilet services; and
- (b) the wires, pipes, ducting and other means of providing those services or systems to the Land.

Tenant means the party named in Item 3.

Tenant's Goods means each fixture, fitting, furnishing, plant, equipment, partition, cable and other article which is in the Premises or which the Tenant installs in the Premises, and which the Landlord does not own, lease or provide to the Tenant, whether existing prior to, on or after the Commencing Date.

Term means the term of this Lease stated in Item 6.

Terminating Date means the terminating date stated in Item 8 (as may be varied under clause 15).

Third Option Period means the period stated in Item 13.

Total Reinstatement Notice is defined in clause 4.3(a).

Valuer means a full member of not less than 5 years' standing of the Australian Institute of Valuers and Land Economists (Inc.) who has had not less than 5 years' experience valuing premises in the area in which the Premises are located.

1.2 Construction

A reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a person includes:
 - (1) a corporation, partnership, joint venture and government body;
 - (2) the legal representatives, successors and assigns (where applicable, the permitted assigns) of that person; and
 - (3) where the context permits, the employees, agents, contractors and invitees of that person.
- (e) month or monthly means calendar month or calendar monthly;
- (f) quarter means calendar quarter;
- (g) Law includes all Law amending, consolidating or replacing them;
- (h) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (i) 'including' and similar expressions are not words of limitation;
- (j) the president of a body or authority means, in the absence of a president, the senior officer of the body or authority or any other person fulfilling the duties of president; and
- (k) clause, schedule, attachment, annexure or exhibit means a clause or schedule of, or an attachment, annexure or exhibit to this Lease.

1.3 Parties bound jointly and individually

If two or more persons are named as a party to this Lease, any covenant or agreement made by or on behalf of that party binds them jointly and each of them individually.

1.4 Covenants

Each obligation undertaken by a party to this Lease is a covenant by that party.

1.5 Severability

As far as possible the parties must ensure that:

- (a) this Lease is construed so as not to be invalid, illegal or unenforceable;
- (b) if a provision of this Lease is illegal, invalid or unenforceable, then that provision is read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character; and
- (c) if a provision or part of it cannot be read down, then that provision or part is deemed to be void and severable and the remainder of this Lease continues to be valid and enforceable.

1.6 Entire agreement

This Lease comprises the whole agreement between the Landlord and the Tenant for the letting of the Premises.

1.7 Variation

The parties may only vary this Lease in writing executed by the Landlord and the Tenant.

1.8 Headings

Headings and bolding are for guidance only and do not affect the construction of this Lease.

1.9 Exclusion of implied provisions

To the extent permitted by law, the application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the term, reducing or postponing the payment of rent, or otherwise affecting the operation of this Lease is expressly excluded and negated.

1.10 Compliance on Business Day

If anything is required to be done under this Lease on a day which is not a Business Day, then it must be done on the next Business Day.

1.11 Landlord's Consent

- (a) Unless otherwise stated:
 - (1) the Landlord must act reasonably and promptly in considering whether to grant its consent or approval;
 - (2) the Landlord may grant its consent or approval upon conditions; and
 - (3) if the Landlord grants its consent or approval upon conditions, those conditions must be reasonable.
- (b) The Landlord's consent or approval is only effective if it is in writing.

1.12 Form of this Lease

This Lease is executed as a deed.

2 Grant of Lease

2.1 Grant

Subject to the provisions of this Lease, the Landlord:

- (a) leases to the Tenant the Premises for the Term;
- (b) grants to the Tenant the right to use the Services in accordance with the terms of this Lease; and
- (c) grants to the Tenant the right to pass over all parts of the Building, to get to and from all parts of the Premises, and to perform its roles under the Management Agreement.

2.2 Holding over

- (a) If after the Terminating Date, the Tenant continues to occupy the Premises then:
 - (1) the Tenant occupies the Premises as a monthly tenant;
 - (2) the Tenant must pay to the Landlord a monthly Rent equal to 1/12th of the Rent payable by the Tenant immediately before the Terminating Date;
 - (3) the Tenant must pay the first monthly Rent instalment on the day following the Terminating Date;
 - (4) the tenancy otherwise continues on the terms and conditions of this Lease; and
 - (5) either the Landlord or the Tenant may terminate the tenancy at any time by giving to the other at least 1 month's written notice expiring on any date.

3 Rent

3.1 Payment of Rent

The Tenant must pay the Rent to the Landlord:

- (a) without demand;
- (b) by equal monthly instalments; and
- (c) in advance.

3.2 Instalments

The Tenant must pay an instalment of Rent:

- (a) on the Commencing Date; and
- (b) on the first day of each subsequent month of the Term.

3.3 Proportionate

If necessary, the parties must apportion the first and last instalments of Rent on a daily basis.

3.4 Landlord's direction

The Tenant must pay the instalments of Rent in the manner the Landlord reasonably directs.

3.5 Gas, Water, Telecommunications, Cable TV and other utilities

The Tenant must pay all charges for utilities and Services which are both:

- (a) consumed by the Tenant itself, on the Premises, and

- (b) separately metered or charged to the Premises by the utilities or Services provider, including but not limited to charges for:
- (c) water;
- (d) electricity;
- (e) telecommunications; and
- (f) gas,

however, the Tenant is not required to pay for any such utilities or Services if they are not so separately metered, and the parties acknowledge that there is an allowance in the Rent to cover the cost of the utilities and Services which will be used in the Premises by the Tenant.

3.6 Rent reviews

- (a) Subject to clause 3.6(b), the Rent will be increased each year, on each anniversary of the Commencing Date (apart from on Market Review Dates), in accordance with the greater of the following:
 - (1) (a) $R \times 1.03$, and
 - (2) (b) $R \times (\text{CPI1} / \text{CPI2})$

where:

R is the Rent amount applying immediately before the review;

CPI1 is the Consumer Price Index (All Groups) number for the quarter ending most recently prior to the date of the review;

CPI2 is the Consumer Price Index (All Groups) number for the quarter ending most recently prior to the date which is 12 months before the review.

- (b) On each Market Review Date, the Rent amount will be reviewed and will be changed to the current market rent for the Premises as agreed between the parties. However, if the parties fail to agree on the current market rent for the Premises by the Market Review Date, then it must be determined by a qualified Valuer who must also be a practising real estate agent. If the parties cannot agree on the identity of the Valuer within 14 days after the relevant Market Review Date, then the Valuer will be appointed at the request of either party by the President of the Australian Institute. The Valuer will act as an expert. The determination of the Valuer will be binding on the parties. The costs of the Valuer will be paid equally by the parties. The Tenant must continue to pay the current Rent amount until the Valuer has determined the market rent, and the parties will then make any adjustment as between them after the market rent has been determined by the Valuer.

4 Damage and destruction

4.1 Interpretation of the clause

For the purpose of this clause, the term "Tenant's occupation and use" shall include the occupation of any or all of the Tenant's sublessees and the Tenant's Permitted Use.

4.2 Abatement – total and partial destruction

- (a) Subject to clause 4.2(b) and 4.2(c), the Tenant's obligation to pay Rent abates proportionately to the nature and extent:
 - (1) of the damage or destruction, if the Premises or any part of the Premises is damaged or destroyed; or
 - (2) that access to the Premises is partly or wholly restricted because of damage to or destruction of the Premises.
- (b) Clause 4.2(a) only applies if the damage or destruction means that the Premises or any part of the Premises are partially or wholly:

- (1) unfit for occupation and use by the Tenant for the Permitted Use; or
 - (2) inaccessible because of the nature and location of the Premises and the normal means of access to them.
- (c) The abatement continues until:
- (1) the Premises are made fit for the Tenant's Permitted Use; or
 - (2) this Lease is terminated.

4.3 Reinstatement – total destruction

The Tenant may terminate this Lease by 1 month's written notice to the Landlord if the Premises are wholly unfit for occupation and use by the Tenant or are wholly inaccessible because of damage to or destruction of the Premises and if:

- (a) the Landlord does not give notice to the Tenant that it proposes to make the Premises fit for occupation and use by the Tenant or accessible (as the case may be) (**Total Reinstatement Notice**) within 2 months of the date on which the Premises became wholly unfit for occupation and use by the Tenant or became wholly inaccessible (as the case may be); or
- (b) the Landlord gives a Total Reinstatement Notice within 2 months of the date on which the Premises became wholly unfit for occupation and use by the Tenant or became wholly inaccessible (as the case may be) but the Landlord then fails to make the Premises accessible and fit for occupation and use by the Tenant within 1 year after the date on which the Landlord gave the Total Reinstatement Notice.

4.4 Reinstatement – partial destruction

- (a) If the Premises are partially unfit for occupation and use by the Tenant or are partially inaccessible then, subject to clause 4.4(c), the Landlord must, within a reasonable time, make the Premises accessible and fit for occupation and use by the Tenant.
- (b) When determining what is reasonable, the parties must consider the nature and extent of the damage or destruction.
- (c) The Landlord is not obliged to make the Premises accessible and fit for occupation and use by the Tenant if it would not be reasonable to do so in the light of:
 - (1) the nature and extent of the damage or destruction;
 - (2) the time that it would take to make the Premises accessible and fit for occupation and use by the Tenant;
 - (3) the cost of making the Premises accessible and fit for occupation and use by the Tenant; and
 - (4) the period from the date on which the Landlord expects to have completed making the Premises accessible and fit for occupation and use by the Tenant to the Terminating Date.
- (d) The Landlord must give notice to the Tenant whether or not it proposes to make the Premises fit for occupation and use by the Tenant or accessible (as the case may be) (**Partial Reinstatement Notice**) within 2 months of the date on which the Premises became partially unfit for occupation and use by the Tenant or became partially inaccessible (as the case may be).
- (e) If:
 - (1) the Landlord notifies the Tenant in the Partial Reinstatement Notice that it proposes to make the Premises fit for occupation and use by the Tenant or accessible (as the case may be) it must also notify the Tenant in the Partial Reinstatement Notice the period of time (which must be reasonable) in which it will make the Premises fit for occupation and use by the Tenant or accessible (as the case may be); and

- (2) the Tenant does not serve on the Landlord a notice disputing the period of time in clause 4.4(e)(1) within 10 Business Days of receiving the Partial Reinstatement Notice (in respect of which service time is of the essence), the Tenant is deemed to have accepted that period of time.
- (f) If the Tenant disputes the period of time in clause 4.4(e)(1), the Landlord and Tenant must attempt to resolve their dispute within 20 Business Days of service of the Partial Reinstatement Notice.
- (g) If the Landlord and the Tenant fail to resolve their dispute within 30 Business Days of service of the Partial Reinstatement Notice then the Landlord and the Tenant must agree upon and appoint an independent Valuer within 40 Business Days of service of the Partial Reinstatement Notice to determine the reasonable period of time in which the Landlord should make the Premises fit for occupation and use by the Tenant or accessible (as the case may be) (**Question**).
- (h) If the Landlord and the Tenant, for any reason, fail to appoint a Valuer within the time in clause 4.4(g), then either the Landlord or Tenant may request the President of the Australian Institute to appoint a Valuer to determine the Question.
- (i) In determining the Question, the Valuer must take into account:
- (1) the matters in clause 4.4(c); and
 - (2) any other matters the Valuer in its discretion considers relevant, including any written submissions from the Landlord and the Tenant.
- (j) The Valuer acts as an expert and not as an arbitrator.
- (k) The Valuer must give written notice of acceptance of the appointment to the Landlord and Tenant.
- (l) The Landlord and Tenant may make written submissions to the Valuer within 10 Business Days of receipt of written notice of the Valuer's acceptance of appointment and must give a copy of any submissions to the other party at the same time.
- (m) The Valuer's determination is final and binding on the Landlord and Tenant.
- (n) The Valuer must:
- (1) determine the Question within 20 Business Days of giving written notice of acceptance of appointment to act; and
 - (2) give written reasons and evidence relied upon for the determination.
- (o) Either the Landlord or the Tenant may request the president of the Australian Institute to appoint another Valuer to determine the Question if the Valuer:
- (1) does not accept the appointment to act;
 - (2) fails to determine the Question within 20 Business Days of acceptance of appointment to act; or
 - (3) resigns as Valuer.
- (p) The Valuer may, at the same time as determining Question, determine whether the Valuer's fees will be paid by:
- (1) the Landlord;
 - (2) the Tenant; or
 - (3) both the Landlord and the Tenant (and, if so in what proportions).
- (q) If the Valuer fails, for any reason, to make a determination under clause 4.4(p), the Landlord and the Tenant must pay the Valuer's Cost equally.
- (r) The Landlord and Tenant must co-operate in implementing determination under this clause 4.4.

- (s) If under this clause 4.4 the Landlord is obliged to make the Premises fit for occupation and use by the Tenant or accessible (as the case may be) and the Landlord does not do so within the time as set out in the Partial Reinstatement Notice or as otherwise determined under this clause 4.4, the Tenant may terminate this Lease by written notice to the Landlord.

4.5 Prior rights

Termination of this Lease under clause 4.3 or clause 4.4 does not prejudice any Claim that either the Landlord or the Tenant may have had against the other under this Lease prior to that termination.

5 Repair and Redecoration

5.1 Repair

- (a) The Tenant must maintain the Premises and the Tenant's Goods in good repair.
- (b) The Tenant is not responsible for:
- (1) repairing fair wear and tear;
 - (2) subject to clause 5.1(c):
 - (A) structural repairs, or
 - (B) replacing items of a capital nature.
- (c) The Tenant is responsible for:
- (1) repairs to the Premises if the damage is caused by:
 - (A) the act, omission, negligence or default of the Tenant; or
 - (B) the Tenant's particular use of the Premises; and
 - (2) replacement of damaged capital items:
 - (A) to the extent the damage was caused by or materially contributed to by the Tenant; or
 - (B) if the Landlord is deprived of the benefit of insurance money by the Tenant's act, omission, negligence or default.
- (d) The Tenant acknowledges that the Premises are in good repair on the Commencing Date.

5.2 Notice of Defective Services

The Tenant must promptly notify the Landlord of any damage to or defect in the Services or the Equipment, of which it is aware or reasonably should be aware.

6 Alteration by the Tenant

6.1 Consent of Landlord not required

The Landlord hereby consents to the Tenant's alterations of or additions to the Premises or installation of any equipment in the Premises, provided such alterations, additions or installation will not cause any structural damage to the Premises.

6.2 Plans and specifications

Notwithstanding the Landlord's consent under clause 6.1, the Tenant must, if the Landlord reasonably requests it to do so, give to the Landlord copies of:

- (a) any necessary approvals or consents from any authority having jurisdiction over the Land; and

- (b) detailed plans and specifications for the alteration, addition, partitions or equipment including the specification, form and nature of and the fixing methodology for the alteration, addition, partitions or equipment.

6.3 Landlord's Cost

The Tenant is not liable to pay the Landlord's Cost of considering anything provided under this clause 6.

6.4 Installation

The Tenant must if the Landlord requests it to do so, provide to the Landlord promptly and in any event within 10 Business Days after the alteration, addition or installation has been carried out, a certificate addressed to the Landlord from a consultant that the alteration, addition or installation was carried out in accordance with the plans and specifications referred to in clause 6.2(b), and presents no risk of harm or disturbance to any person.

7 Use of the Premises

7.1 Permitted use

- (a) The Tenant must use the Premises only for the Permitted Use;
- (b) The Tenant must not permit another person to use the Premises for anything except the Permitted Use.

7.2 Warranty as to Permitted Use

- (a) The Landlord warrants that the Premises are suitable for the Permitted Use;
- (b) The Landlord is not aware of any prohibitions or restrictions on the use of the Premises under any Law which would interfere with the Tenant's intended Permitted Use.

7.3 Tenant's specific obligations

In addition to its obligations under clause 5.1, the Tenant must:

- (a) promptly repair or replace:
 - (1) broken glass;
 - (2) broken light globes and inoperative light switches and power points;
 - (3) inoperative door or window locks;

which are in the Premises.

7.4 Compliance with Laws

- (a) The Tenant, at the Tenant's expense, must comply with any Law about the Tenant's use of the Premises and the Tenant's Goods, including obtaining any required consent or approval.
- (b) Without prejudice to any of its other rights relating to non-compliance, the Landlord may, upon giving the Tenant reasonable prior notice:
 - (1) take steps to ensure compliance with any Law which under clause 7.4(a) is the Tenant's responsibility, and
 - (2) recover from the Tenant the reasonable Cost incurred by the Landlord in doing so.

7.5 Release

The Tenant releases the Landlord from liability for or arising from the Tenant's use of the Premises and the Tenant's Goods.

7.6 Prohibitions on use

The Tenant must not:

- (a) allow the Premises to be used for any illegal, immoral, noxious, noisy, dangerous or offensive purpose; or
- (b) use the Premises in a way which causes damage, nuisance or disturbance to an occupier of an adjoining property.

7.7 Dangerous substances

The Tenant must not store or use any inflammable, dangerous or explosive substances in the Premises except as is necessary for the Tenant to carry on the Permitted Use.

7.8 Aerials

The Landlord hereby consents to the Tenant using audio or video equipment in the Premises.

7.9 Disposal of rubbish

The Tenant must:

- (a) place all rubbish the Tenant creates in suitable containers; and
- (b) arrange for the disposal of all rubbish and waste created by the Tenant which is not removed by the Landlord or the local authorities as part of the normal garbage removal service.

7.10 Plumbing

(a) The Tenant:

- (1) must use the toilets, sinks, drainage and other plumbing in the Premises only for purposes for which they are constructed; and
- (2) must not place rubbish or other material in those facilities.

7.11 Security and emergency

The Tenant must give notice to the Landlord as soon as the Tenant becomes aware of any matter which may:

- (a) affect the safety or security of the Premises; or
- (b) give rise to an emergency.

7.12 Electrical Equipment

The Tenant must not install any electrical equipment in the Premises which may overload the equipment which supplies electricity to the Premises.

7.13 Non-interference

The Tenant must not interfere with the efficient operation of the Services.

7.14 Signs

The Landlord hereby consents to the Tenant erecting such signs to any part of the Premises which can be seen from outside the Premises as are reasonably necessary for the conduct of the Permitted Use.

8 Insurance

8.1 Landlord's obligation to insure

The Landlord must insure, with a reputable insurance company:

- (a) the Premises including all property, fixtures, fittings and accessories. The policy must provide cover for the full insurable value of those items against loss or damage resulting from fire and other risks including but not limited to water, storm and rainwater damage; and
- (b) against public risk for not less than the sum in Item 11 for any one Claim.

8.2 Tenant's obligation to insure for alterations

The Tenant must insure, with a reputable insurance company, all alterations to the Premises carried out by the Tenant for their full insurable replacement value.

8.3 Landlord may insure

- (a) If the Landlord fails to take out and maintain the insurance policies then the Tenant may do so;
- (b) The Landlord must pay the Tenant's Cost of doing so and the Tenant shall be entitled to abate any such Cost from the Rent due for the relevant month (or any month).

8.4 Fire Safety

The Landlord must comply with any Law and any requirements of the Landlord's insurer about fire safety or fire prevention for the Premises.

8.5 Not to void insurance

Neither the Landlord or the Tenant must not do or omit to do anything which may:

- (a) invalidate an insurance policy or make an insurance policy void or voidable; or
- (b) increase the premium on any insurance policy held by the Landlord.

8.6 Indemnity

The Landlord indemnifies the Tenant against all Claims arising during or after the Term from:

- (a) any default by the Landlord under this Lease;
- (b) damage or injury to property or persons caused or to the extent contributed to by the Landlord's:
 - (1) acts or negligence; or
 - (2) use of the Premises;
- (c) the negligent use or misuse by the Landlord of the Services or the Landlord's Equipment;
- (d) the overflow or leakage of water, gas or other substance from the Premises other than that caused by the Tenant or its agents;
- (e) the Landlord's failure to notify the Tenant of any defect in the Services of which the Landlord is aware or reasonably should be aware.

8.7 Release

The Tenant:

- (a) occupies and uses the Premises at the Tenant's risk; and
- (b) to the extent permitted by Law, releases the Landlord from all Claims arising out of any damage or injury to any property or person occurring in the Premises except to the extent that such damage or injury is caused by the negligent or wilful act or omission of the Landlord.

9 Dealings

9.1 Dealings with interest in Premises

Subject to clauses 9.2, 9.2 and 9.3, each party must not assign, transfer, mortgage, charge or otherwise deal with its interest in the Premises.

9.2 Assignment permitted

The Tenant may assign this Lease if:

- (a) the Tenant gives to the Landlord at least 20 Business Day's notice of its intent to assign accompanied by evidence on which the Landlord, acting reasonably, is satisfied that the requirements of this clause 9.2 have been satisfied or will be satisfied before the assignment occurs;
- (b) the Tenant is not in default under this Lease at the time of the giving of the notice other than a default that has been waived by the Landlord;
- (c) the incoming tenant is a related body corporate of the Tenant, or is a company to which the Tenant is selling its management rights for the Building;
- (d) the Tenant obtains from the incoming tenant an executed deed in a form reasonably acceptable to the Landlord requiring the incoming tenant to observe and perform the Tenant's obligations under this Lease; and
- (e) the Tenant pays the Landlord's Cost of preparing and negotiating the deed referred to in clause 9.2(d) and of satisfying itself of the matters in this clause 9.2.

9.3 Sub-letting or licensing permitted

The Tenant may sub-let the whole or any part of the Premises or grant a licence of the whole or any part of the Premises, at any time.

9.4 Mortgage permitted

Either party may mortgage its interest in the Premises.

10 Landlord's Covenants

10.1 Quiet enjoyment

If the Tenant performs and observes each of the Tenant's obligations under this Lease, then the Tenant may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

10.2 Rates and Taxes

- (a) Subject to clause 10.2(b), the Landlord must pay all rates, taxes and charges relating to the Premises and the Land.
- (b) The Landlord is not obliged to pay rates, taxes and charges which are directly levied on the Tenant.

10.3 Services

The Landlord must use all reasonable endeavours to ensure that the Services are available, functional and properly working at all times.

11 Termination and interest

11.1 Termination

Subject to clause 11.5, the Tenant will be in default and the Landlord may by notice in writing to the Tenant terminate this Lease and re-enter the Premises, if:

- (a) the Rent or other money payable by the Tenant under this Lease is unpaid for 30 Business Days after the due date, and the Landlord makes a written demand to the Tenant for payment, which demand is not complied with within another 14 Business Days;
- (b) the Tenant fails to materially perform or materially observe any of the Tenant's obligations under this Lease, 30 Business Days after receiving notice from the Landlord requiring the Tenant to rectify that failure;
- (c) a Tenant which is a company, other than for the purpose of a business reconstruction:
 - (1) goes into any form of liquidation;
 - (2) is wound up or dissolved;
 - (3) enters into any scheme of arrangement for the benefit of its creditors;
 - (4) ceases to carry on business; or
 - (5) has a receiver, receiver and manager or administrator of any of its assets appointed.

11.2 Interest on overdue money

The Tenant must pay interest to the Landlord on any Rent or other money payable by the Tenant to the Landlord and unpaid on the date on which the payment was due:

- (a) at the Default Rate; and
- (b) from the date on which the payment was due to the date of actual payment.

11.3 No Waiver

A failure or delay by the Landlord to exercise its rights arising from a default by the Tenant is not a waiver of that default.

11.4 Duty to mitigate

- (a) If the Tenant vacates the Premises or the Landlord accepts the Tenant's repudiation and terminates this Lease, then the Landlord must try to mitigate its loss by using reasonable endeavours to lease the Premises to another tenant on reasonable terms and at a reasonable Rent;
- (b) The Landlord's acts in trying to mitigate its loss is not an acceptance of the breach or repudiation or a surrender by operation of Law.

11.5 Termination Process

- (a) The Landlord must act in a bona fide manner in giving any notice to the Tenant under clause 11.1.
- (b) A notice of termination cannot be given by the Landlord under clause 11.1 unless:
 - (1) a resolution to issue such notice has been passed at a meeting of the Committee of the Owners Corporation which comprises the Landlord; and
 - (2) the Tenant has been given an opportunity to address the meeting referred to in clause 11.5(b)(1).

12 End of Term

12.1 Tenant to deliver up possession

- (a) On termination of this Lease, the Tenant must:
 - (1) remove the Tenant's Goods; and
 - (2) deliver the Premises clean and in good repair having regard to the Tenant's obligation to repair and maintain the Premises under clause 5.1.
- (b) If the Tenant fails to deliver the Premises to the Landlord in accordance with clause 12.1(a) the Landlord must give notice to the Tenant setting out details of the Tenant's failure and giving the Tenant reasonable time to comply with clause 12.1(a). If the Tenant fails to comply with the notice within a reasonable time, the Landlord may undertake any necessary works;
- (c) The Tenant must pay to the Landlord, as a liquidated debt payable on demand, any Cost incurred by the Landlord in exercising its rights under clause 12.1(b).

12.2 Failure to remove Tenant's Goods

- (a) If the Tenant fails to remove the Tenant's Goods, after being given notice by the Landlord giving it reasonable time to remove the Tenant's Goods, then the Landlord may:
 - (1) remove the Tenant's Goods from the Premises and store them:
 - (A) in any manner; and
 - (B) at the risk and Cost of the Tenant; or
 - (2) treat the Tenant's Goods as though:
 - (A) the Tenant has abandoned its interest in them; and
 - (B) they are the property of the Landlord and the Landlord may deal with them in any manner.
- (b) If the Landlord acts under clause 12.2(a) it is not liable in any way to account to the Tenant for the Tenant's Goods.

12.3 Tenant to indemnify and pay Landlord's Cost

The Tenant must:

- (a) indemnify and keep indemnified the Landlord:
 - (1) for the removal, storage or sale of the Tenant's Goods; and
 - (2) against any Claim which the Landlord may suffer or incur claiming an interest in the Tenant's Goods if the Landlord acts in any manner permitted under clause 12.2; and
- (b) Pay to the Landlord, as a liquidated debt payable on demand, any Cost incurred by the Landlord in exercising its rights under clause 12.2.

13 GST

13.1 GST

- (a) If any supply made by a party (Supplying Party) under this Lease (including the supply of the right to occupy the Premises and the supply of any other rights, goods, services, benefits or other things) is subject to GST, the other party must pay an additional amount to the Supplying Party.
- (b) The additional amount:

- (1) is equal to the consideration payable by the other party for the relevant supply multiplied by the prevailing GST rate; and
 - (2) is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- (c) The Supplying Party must give to the other party a GST Invoice within the time required under the GST Law in respect of any payment received by the Supplying Party from the other party that relates to any supply made by the Supplying Party under this Lease which is subject to GST.
- (d) If a party is entitled to be reimbursed for a Cost under this Lease then that Cost will not include the amount of any credit or refund of GST to which that party may be entitled as a result of incurring that Cost.

14 Miscellaneous

14.1 Notices

- (a) A notice given by a party under this Lease:
- (1) must be in writing;
 - (2) may be signed by an officer of or solicitor for that party or any other person nominated by the party by notice to the other party;
 - (3) is sufficiently served if:
 - (A) served personally; or
 - (B) forwarded by prepaid registered post to the address of that party in Item 12; or
 - (C) sent by email to the email address or addresses of a party in Item 12 and the sender does not receive notification of non delivery on the email.
- (b) A party may nominate by notice another address or email address in Australia for the service of notices under this Lease.
- (c) If delivery or receipt is not on a Business Day or if receipt is later than 5:00pm, local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

14.2 Costs and stamp duty

- (a) In addition to any other Cost payable under this Lease, the Tenant must pay the Landlord's reasonable Cost for any unremedied default by the Tenant under this Lease.
- (b) The Tenant must pay any stamp duty assessed on this Lease and all registration fees for this Lease.

15 Options to Renew

15.1 Grant of First Option

The Landlord must grant a new lease under this clause 15 on the Terminating Date, to commence on the next day, if:

- (a) the Tenant gives the Landlord a notice stating it wants a new lease of the Premises for the First Option Period specified in Item 13; and
- (b) the Landlord receives that notice within the period from and including the day that is 6 months before the Terminating Date to but excluding the day that is 1 month before the Terminating Date; and
- (c) when the Tenant gives that notice, the Tenant is not in default under this Lease (or, if the Tenant is in default when the Tenant gives the notice, that default has been remedied by the Terminating Date).

15.2 Terms of new lease for First Option Period

The new lease is to be identical with this Lease except that:

- (a) the new Commencing Date will be the day after the Terminating Date, the Term will be the First Option Period and the new Terminating Date will be the date which is the last day of the First Option Period; and
- (b) the new lease must also reflect any variations to this Lease which became effective during the Term.

15.3 Grant of Second Option

The Landlord must grant a new lease under this clause 15 on the Terminating Date (being the Terminating Date as varied under clause 15.2), to commence on the next day, if:

- (a) the Tenant gives the Landlord a notice stating it wants a new lease of the Premises for the Second Option Period specified in Item 13; and
- (b) the Landlord receives that notice within the period from and including the day that is 6 months before the Terminating Date to but excluding the day that is 1 month before the Terminating Date; and
- (c) when the Tenant gives that notice, the Tenant is not in default under this Lease (or, if the Tenant is in default when the Tenant gives the notice, that default has been remedied by the Terminating Date).

15.4 Terms of new lease for Second Option Period

The new lease is to be identical with this Lease except that:

- (a) the new Commencing Date will be the day after the Terminating Date, the Term will be the Second Option Period and the new Terminating Date will be the date which is the last day of the Second Option Period; and
- (b) the new lease must also reflect any variations to this Lease which became effective during the Term.

15.5 Grant of Third Option

The Landlord must grant a new lease under this clause 15 on the Terminating Date (being the Terminating Date as varied under clause 15.4), to commence on the next day, if:

- (a) the Tenant gives the Landlord a notice stating it wants a new lease of the Premises for the Third Option Period specified in Item 13; and
- (b) the Landlord receives that notice within the period from and including the day that is 6 months before the Terminating Date to but excluding the day that is 1 month before the Terminating Date; and
- (c) when the Tenant gives that notice, the Tenant is not in default under this Lease (or, if the Tenant is in default when the Tenant gives the notice, that default has been remedied by the Terminating Date).

15.6 Terms of new lease for Third Option Period

The new lease is to be identical with this Lease except that:

- (a) the new Commencing Date will be the day after the Terminating Date, the Term will be the Third Option Period and the new Terminating Date will be the date which is the last day of the Third Option Period; and
- (b) the new lease must also reflect any variations to this Lease which became effective during the Term.

15.7 Grant of Fourth Option

The Landlord must grant a new lease under this clause 15 on the Terminating Date (being the Terminating Date as varied under clause 15.6), to commence on the next day, if:

- (a) the Tenant gives the Landlord a notice stating it wants a new lease of the Premises for the Fourth Option Period specified in Item 13; and

- (b) the Landlord receives that notice within the period from and including the day that is 6 months before the Terminating Date to but excluding the day that is 1 month before the Terminating Date; and
- (c) when the Tenant gives that notice, the Tenant is not in default under this Lease (or, if the Tenant is in default when the Tenant gives the notice, that default has been remedied by the Terminating Date).

15.8 Terms of new lease for Fourth Option Period

The new lease is to be identical with this Lease except that:

- (a) the new Commencing Date will be the day after the Terminating Date, the Term will be the Fourth Option Period and the new Terminating Date will be the date which is the last day of the Fourth Option Period; and
- (b) the new lease must also reflect any variations to this Lease which became effective during the Term.

Executed by the parties

The Common Seal of Owners Corporation No. 1
on **PS720147D** was affixed in accordance with section 20 and 21 of the *Owners Corporations Act 2006* in accordance with a resolution in the presence of:

[Signature]
PETER LAMICAN
L.2-4 RIVERSIDE QUAY SOUTH BANK. 3006
3.8.17 AS DIRECTOR OF OLIVER HUME PROPERTY GROUP
(CR LEXIA) AS SOLE OWNER AND
HOLDERS OF ALL 4.5% IN PS NO: 720147D



The Common Seal of Owners Corporation No. 2
on **PS720147D** was affixed in accordance with section 20 and 21 of the *Owners Corporations Act 2006* in accordance with a resolution in the presence of:

[Signature]
PETER LAMICAN
L.2-4 RIVERSIDE QUAY SOUTH BANK. 3006
3.8.17 AS DIRECTOR OF OLIVER HUME PROPERTY GROUP
(CR LEXIA) AS SOLE OWNER AND
HOLDERS OF ALL 4.5% IN PS NO: 720147D



Signed sealed and delivered by Oliver Hume Community Connect (Ilixir) Pty Ltd ACN 617 831 071 in the presence of:

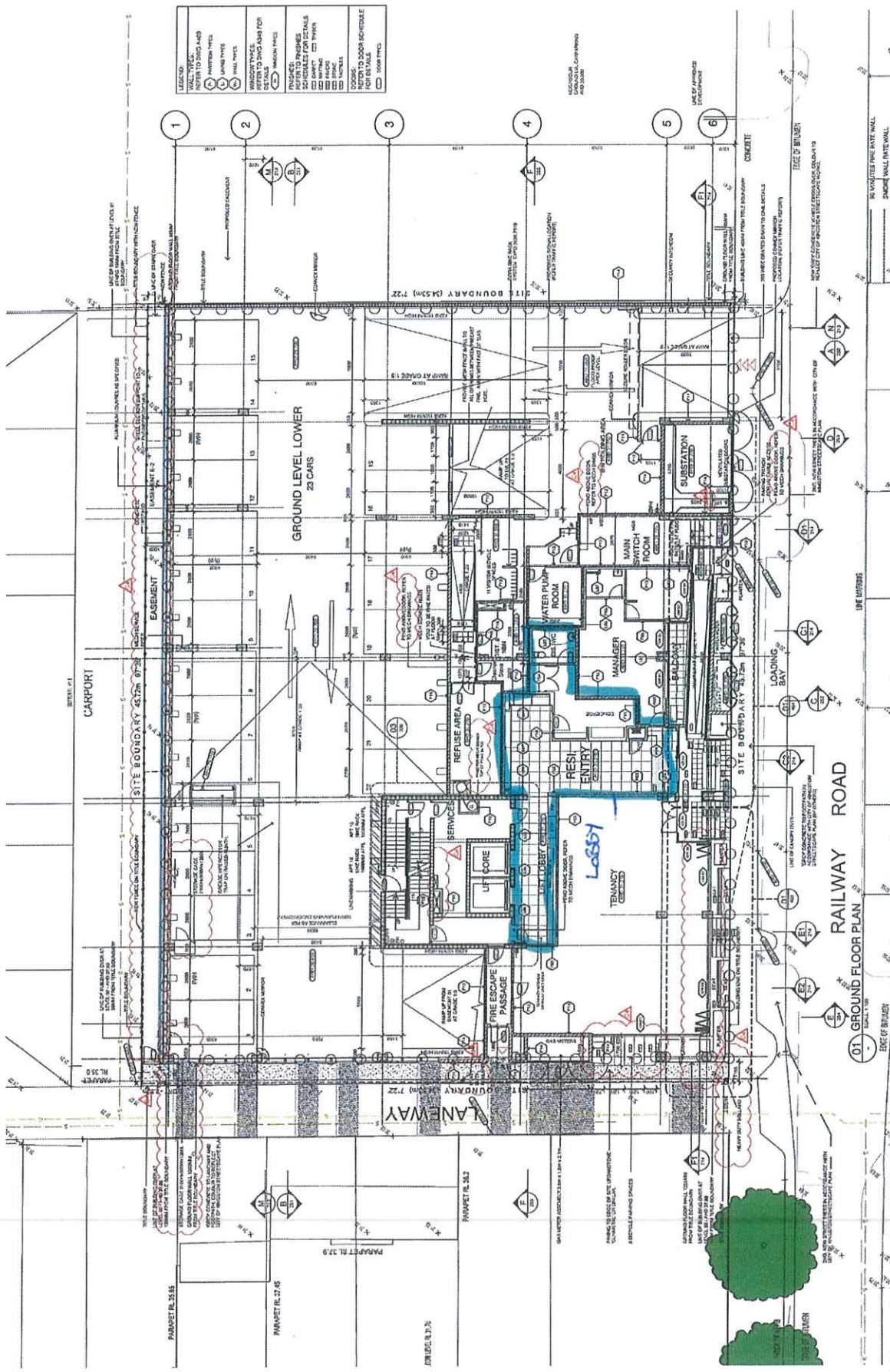
[Signature]
JULIAN COPPINI
Level 2, 4 Riverside Quay, SOUTH BANK 3006
3.8.17

Annexure A Premises Plans

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97	98	99	100

PROJECT: 2-6 RAILWAY ROAD CHELTENHAM

DATE: 01/11/2011

SCALE: 1:100

CONSTRUCTION DOCUMENTATION

RAILWAY ROAD

GROUND FLOOR PLAN

01 GROUND FLOOR PLAN

DATE: 01/11/2011

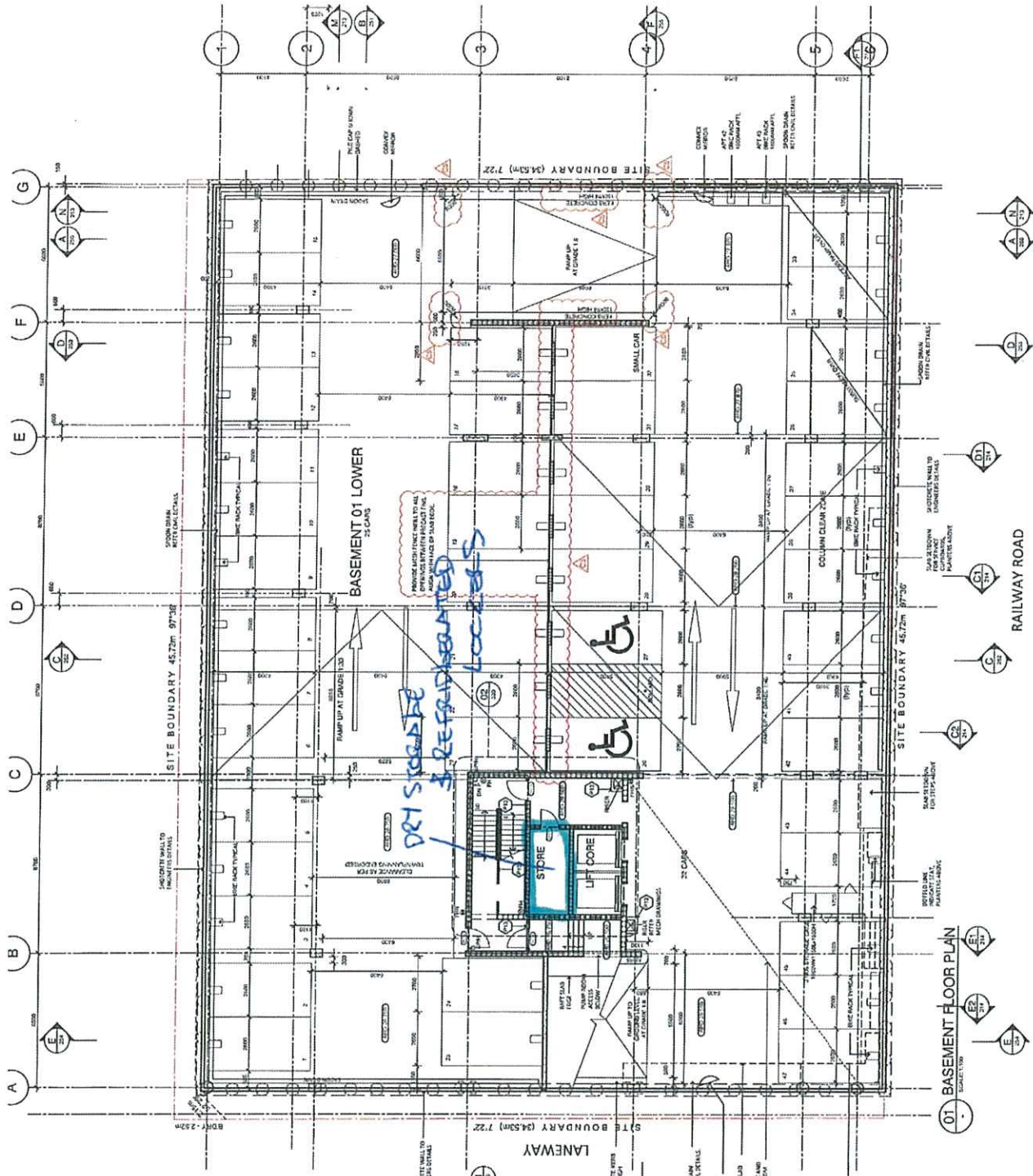
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CONSTRUCTION DOCUMENTATION

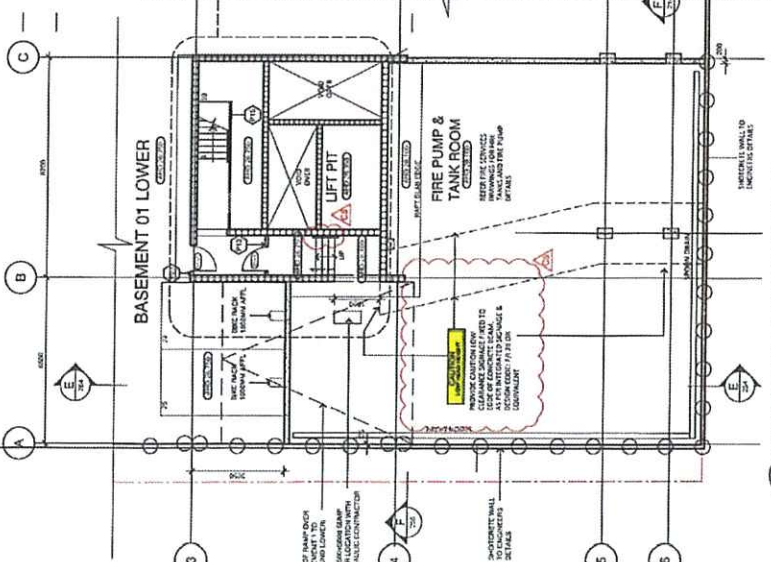
RAILWAY ROAD

GROUND FLOOR PLAN

01 GROUND FLOOR PLAN



01 BASEMENT FLOOR PLAN
SCALE 1:100



02 WATERTANK & PUMP ROOM PLAN
SCALE 1:100

30 PROFILES FIRE RATE WALL
SMOKE WALL RATE WALL

PROJECT
2-6 RAILWAY ROAD
CHELTENHAM

SCALE: 0.1 A1
11/06/2011

DATE
8.10.14

DRAWN
SUN

CDS 21307
NO.

CHK
JMC

DWG
CD-A-100

REV
C5

PROJECT STATUS
CONSTRUCTION
DOCUMENTATION

SCALE: 0.1 A1
11/06/2011

DATE
8.10.14

DRAWN
SUN

CDS 21307
NO.

CHK
JMC

DWG
CD-A-100

REV
C5

NOTES:

DATE	REV	ISSUE

CONCRETE WALL TO INVERT DETAIL

SHOWER PAN

FIELD TANK

FIRE TANK

WATER TANK

PUMP ROOM

CONCRETE WALL TO INVERT DETAIL

PROVIDE CHUTE ON LOW SIDE OF CONCRETE TANK AND AS FOR INTEGRATED PUMP & CONTAINER

CONCRETE REIN NOTES

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

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

3.3 Damage to common property

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNERS CORPORATION NO 1 & 2 PLAN OF SUBDIVISION PS720147D

2-6 RAILWAY ROAD, CHELTENHAM, VICTORIA

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) use or permit any Lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation and the Manager in sufficient time to enable a representative of the Owners Corporation and the Manager to be present;
 - (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation and the Manager;
 - (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a Lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods; and
- (3) permit access at all reasonable times to the Lot to such authorised window cleaners as are appointed by the Owners Corporation to clean the windows of the building and/or clean or maintain the facade of the building.
- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
 - (3) the Owners Corporation (and the Manager) is not liable for and the Owner releases and indemnifies the Owners Corporation (and the Manager) from and against any injury to or death of a person or loss of or damage to property (whether in or on

Common Property or in or on a Lot) arising because:

- (A) the security system is not operating; or
- (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a Lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected Lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a Lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any Lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a Lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to a Manager.

2.2 Functions of Manager

A Manager may carry out all functions delegated to it by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
 - (1) any support or shelter provided by the Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
 - (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
 - (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it in writing;
 - (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services (however this does not prevent a Manager from doing so).
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the

payment date set by the relevant supplier; or

- (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use and/or serve access suspension to common amenities as applied in the absolute discretion of the Manager or in terms of the Rules of Use.

2.6 Facilities and lifestyle services and similar

- (a) The Owners Corporation may, and is entitled and authorised to, make and enter into arrangements or agreements for the appointment or engagement of a:

- (1) building manager,
- (2) lifestyle manager (or similar),
- (3) facilities manager,
- (4) caretaker and/or
- (5) leasing or letting agent (to supply letting services to Owners within the building who require them),

including granting the use and occupation (by way of lease or licence) of an area or areas in the building or Common Property (on an exclusive or non-exclusive basis), for the purpose of providing services;

- (b) The Owners Corporation or the Manager may (but is not obliged to) from time to time make Rules of Use which relate to or affect any such services or which relate to or affect any facilities.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;

- (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
- (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
- (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
- (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
- (7) hold or permit to be held any auction sale in a Lot or on the Common Property (this rule excludes the retail lot and the Developer and the Manager);
- (8) alter or affix anything to Common Property;
- (9) allow any glazed portions of Common Property to be tinted or treated;
- (10) without the prior written approval of the Manager, allow a bicycle to be stored anywhere other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose;
- (11) without the prior written approval of the Manager, bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time;
- (12) without a special resolution of the Owners Corporation display a placard, advertisement or sign in or upon the Common Property (this rule includes home offices but excludes the retail lot and the Developer and the Manager whereas any installation is subject to any town planning or any other requirement of the City of Kingston);

- (13) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of Common Property (this rule includes home offices but excludes the retail lot and the Developer and the Manager whereas any installation is subject to any town planning or any other requirement of the City of Kingston);
- (14) permit any signage advertising a Lot for Sale or Lease on Common Property (this rule excludes the retail lot and the Developer and the Manager);
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Common Property and the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than for storage in a storage space or to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
 - (1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or part of a Lot or a parking space; or
 - (3) to be parked or left in any place other than in a parking space,
but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference

with other vehicles and other than strictly within any Rules of Use.

The Owners Corporation or a Manager may arrange to tow away any vehicle which has been parked, placed or located in contravention of any part of this Rule 3.2, and may charge to an Owner or Occupier or recover from an Owner or Occupier, the cost of the towing. The Owners Corporation and Manager shall not in any way be responsible or liable to any Owner or Occupier or Guest for such towing or any consequences of it.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation or the Manager, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Space without the prior written consent of the Owners Corporation or the Manager and only then with covering colour to be determined at the absolute discretion of Manager;
- (f) install a covering to any Storage Space which does not comply with the fire

regulations set out in Part 7 Division 2 of the Building Regulations 2006; or

- (g) use or permit the Common Property or the Services to be used for any purpose, or in any manner, other than in accordance with applicable Rules of Use.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
 - (2) leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Kingston that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Kingston planning scheme (save and except the retail lot);
- (c) not use a Car Space other than for storage in a storage space or parking of vehicles;
- (d) repair & maintain door hardware and not change door locks to the lot or depart from any registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot;
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any Lot;
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any Lot; and
- (n) not do anything to damage, pierce, drive nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that forms part of any balconies or terraces forming part of the Lot.

4.2 Change of use of lots

Without in any way limiting the operation of Rule 4.1(b), an Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a Lot or permit a Lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with, for any period less than thirty calendar days. Without limiting the foregoing, an Owner or Occupier must not lease, sub-lease, licence, rent or otherwise deal with or make available a Lot or permit a Lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with or made available, for or in connection with the provision of any accommodation service or platform such as that known as "Airbnb" (or any similar service or platform).

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;

- (c) without prior written approval of the Owners Corporation, make structural alterations to a Lot;
- (d) without a special resolution of the Owners Corporation display any placard, advertisement or sign in or upon the Lot (this rule includes home offices but excludes the retail lot and the Developer and the Manager whereas any such installation is to be subject to any town planning or any other requirement of the City of Kingston);
- (e) without a special resolution of the Owners Corporation display any advertising material, logo or signwriting to any external window or glazing or external solid face of a Lot whatsoever (this rule includes home offices but excludes the retail lot and the Developer and the Manager whereas any such installation is to be subject to any town planning or any other requirement of the City of Kingston);
- (f) permit any signage advertising a lot for sale or lease on a Lot (this rule excludes the retail lot and the Developer and the Manager);
- (g) install basketball hoops or similar devices on a Lot;
- (h) without prior written approval of the Manager, install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) without prior written approval of the Manager build in or affix any BBQ to a balcony or terrace area (free standing BBQs are permitted);
- (j) without prior written approval of the Manager allow any glazed portions of the Lot to be tinted or treated; or
- (k) without prior written approval of the Manager paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot; or
- (l) without prior written approval of the Manager install any external blinds or screen devices; or
- (m) store any bicycles or similar on any balcony or terrace; or
- (n) place or store any furniture on any balcony or terrace unless such furniture is appropriately wind-rated; or
- (o) place or store any cardboard or paper material on any balcony or terrace; or
- (p) block or obstruct or allow to remain blocked or obstructed any drain or pipe on or in any balcony or terrace.

4.5 Window furnishings

An Owner or Occupier must not install curtains or other coverings on the interior of any windows or

doors which directly face the outside of a Lot and may only install blinds that are roller blinds and the surface of the roller blinds, which faces that outside are a white in colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation or Manager, which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and

reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation or Manager gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit.

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation or Manager may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation and the Manager against any costs or liabilities incurred by the Owners Corporation or the Manager in so making good the damage or dirtying.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) without the prior written permission of the Manager, permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
 - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation or Manager has given written permission for the noise to be made;
 - (2) encourage birds by feeding them;
 - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the Common Property save and except the common amenities and then only in accord with the Rules of Use;
 - (4) use or allow to be used in or on the Common Property, skateboards, roller skates, roller blades or bicycles;
 - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
 - (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at their discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a Lot without the prior written approval of the Manager, and in any case between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation and its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation and the Manager of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lot

9.1 Storage

Without limiting any other Rule, an Owner or Occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and then at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) An Owner or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) An Owner or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels; and
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Business

- (a) An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any illegal or immoral trade or business nor permit others to do so.
- (b) An Owner or Occupier of a Lot must not use any Lot or any part of the Common Property for any trade or business nor permit others to do so unless:
 - (1) the prior written approval of the Owners Corporation has been obtained; and
 - (2) the trade or business can be carried on and is carried on without causing undue material nuisance to the Owners or Occupiers of other lots; and
 - (3) any requirements about the trade or business stipulated by any relevant authority from time to time are complied with; and
 - (4) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.

9.4 Deliveries

An Owner or Occupier of a Lot when receiving a delivery must only receive it:

- (a) in a manner, in areas and during times determined by the Owners Corporation or the Manager to cause the least disruption and inconvenience to other Owners or Occupiers; and
- (b) where a trolley is required, using a trolley with rubber wheels; and
- (c) so that any trolley does not mark the floor of the Lot, Common Property or building and makes minimal noise; and
- (d) in accordance with any applicable Rules of Use made by the Manager.

9.5 Heavy Articles

An Owner or Occupier of a Lot must obtain the consent of the Owners Corporation or Manager before any heavy or bulky articles are brought into the Lot or Common Property or a building.

9.6 Safety Warden

An Owner or Occupier of a Lot must appoint an employee or agent of the Owner or Occupier to act as a warden of the Lot and must accept safety instructions about fire and other emergencies.

(i) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out works in relation to the completion of the development on the land;

9.7 Window Cleaning

An Owner or Occupier of a Lot must ensure the regular clean of all lot glass and external glazed areas and meet the related cost of service.

(j) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the land in order to carry out any works; and

10. Special Rules for the Developer

Up until the sale and settlement of the last Lot owned by the Developer within the Development, nothing in these rules will prevent or hinder the Developer (or its representatives) from completing construction of improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer (or its representatives) from selling or leasing any Lot and without limitation the Developer may:

(k) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any Lot or display Lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purpose of promotion, promotion of related real estate development companies, related real estate agencies, selling or leasing Lots;
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the land;
- (h) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the land;

11. Special Rules for a Manager

Nothing in these Rules will prevent or hinder a Manager (or its representatives) from at any time providing any selling or leasing services in relation to any Lot, or providing any other services on any part of Common Property which are related to the Manager's role and without limitation a Manager may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any Lot or display Lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purpose of promotion, promotion of related real estate development companies, related real estate agencies, selling or leasing Lots;
- (f) erect such barriers, fences, hoardings, or signs as it deems necessary to facilitate any works to be carried out in relation to the development on the land;
- (g) assign all or part of the benefits of the rights granted to it hereunder to any

third party or parties for a term at its discretion.

12. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the Owners Corporations Regulations 2007;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 1 & 2 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 2-6 Railway Parade, Cheltenham;

"Developer" means Oliver Hume Property Funds (Railway Rd) Cheltenham Ltd ACN 159 790 913;

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a Lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means a building manager or managers, facilities manager or managers, or the manager of the Owners Corporation appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1 & 2 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No PS720147D;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Retail Lot" means Lot 1 on the Plan of Subdivision;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by a Manager or the Owners Corporation from time to time for or in connection with the proper management and administration and use of the Common Property and any Services;

"Services" means any services, installations, facilities, plant or equipment provided to or at the Development;

"Storage Space" means that part of a Car Space as constructed during the Development for storage or

that part of an Owner's lot as shown in the Plan of Subdivision for storage or an "over bonnet" storage unit whereas unit colour and unit specification are at the absolute approval discretion of the Manager;

"Vehicle" means a motor vehicle; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.



Date: _____

OWNERS UPDATE FORM

PS: _____

Lot: _____

Owner Details: (please complete all details below)

Name/s: _____

Address of actual Property: _____

Address for correspondence: _____

Contact Phone: _____ Mobile: _____

Email: _____

Managing Agent Details: (if applicable)

Company: _____

Address: _____

Contact Phone: _____ Mobile: _____

Email: _____

In regards to your agent details above please advise how you would like your fee notices and correspondence issued.

Please note ONLY ONE option from each column below can be selected. Please mark your selection for each:

- | | |
|--|---|
| <input type="checkbox"/> Fee notices to Owner via post | <input type="checkbox"/> Correspondence to Owner via post |
| <input type="checkbox"/> Fee notices to Agent via post | <input type="checkbox"/> Correspondence to Agent via post |

Please complete all fields and return to one of the following:

Postal Address: Engine Property Group Pty Ltd
PO Box 589
East Melbourne VIC 8002

Email Address: reception@enginepropertygroup.com.au

I, _____, the owner/s of the above property give authority for Engine Property Group Pty Ltd to change my details to the above.

Signature: _____

Information to the Owner:

A lot owner who sells must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. To legally transfer ownership we must receive a Notice of Disposition or Notice of Acquisition, which is prepared at settlement.

Failure to notify the Owners Corporation of change of address for service of notices or phone contact details may result in the delays in transmission of notices.

The owner of the property has a legal obligation under the Owners Corporations Act 2006, to ensure that fees for the lot are paid by the due date, failure to pay fees on time will result in late fees and penalty interest being accrued to the owners account.

Current phone number and emergency contact numbers must be made available to the Owners Corporation. If you do not intend to occupy your property we suggest that you provide the managing agent details, your agent will then be the first point of reference should any matter arise regarding your property.

Consumer Affairs Victoria has developed **a Guide for Owners Corporations**, to request a copy call 1300 558 136.

You are advised to write to the Manager should you require further information regarding the property or your obligations under the Owners Corporations Act 2006 and Owners Corporations regulations 2007.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

BUYING OR SELLING?

If you have just sold or purchased your property it is important to notify the Owners Corporation Manager.

If you are building your home, you will also need to provide a copy of the Occupancy permit once it has been issued to you.

WHAT DOCUMENTS DO I NEED TO PROVIDE?



WHY DO I NEED TO PROVIDE THESE?

It is important to notify the Owners Corporation of your settlement, occupancy status and contact details to ensure you can receive important information relevant to your property and obligations as an owner within an Owners Corporation. A copy the Notice of Disposition (Vendor) or the Notice of Acquisition (Purchaser) can be obtained from the solicitor or conveyancer who assisted with your settlement.

Documents can be emailed to reception@enginepropertygroup.com.au or sent by post to PO BOX 589 East Melbourne, VIC 8002

Contact Engine Property Group on 1800 364 463 for further information.

**Statement of Financial Position
As at 04/04/2022**

Owners Corporation 720147D-1

ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	46,967.69
Owners Equity--Admin	79,000.14
	<hr/>
	125,967.83
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	53,449.07
Owners Equity--Maintenance	143,609.55
	<hr/>
	197,058.62
	<hr/>
Net owners' funds	\$323,026.45
	<hr/> <hr/>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	94,441.03
Receivable--Levies--Admin	38,292.12
Receivable--Owners--Admin	7,843.47
	<hr/>
	140,576.62
Maintenance Fund	
Cash at Bank--Maintenance	192,653.95
Receivable--Levies--Maintenance	10,063.94
Receivable--Owners--Maintenance	25.26
	<hr/>
	202,743.15
Prepaid	
Cash at Bank--Prepaid Money	18.30
	<hr/>
	18.30
<i>Total assets</i>	<hr/>
	343,338.07
	<hr/>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	3,723.91
Prepaid Levies--Admin	10,117.52
Unallocated Receipts	767.36
	<hr/>
	14,608.79
Maintenance Fund	
Creditor--GST--Maintenance	2,462.94
Prepaid Levies--Maintenance	3,221.59
	<hr/>
	5,684.53
Prepaid	
Cash at Bank--Prepaid Money	18.30
	<hr/>
	18.30
<i>Total liabilities</i>	<hr/>
	20,311.62
	<hr/>
Net assets	\$323,026.45
	<hr/> <hr/>

**Statement of Financial Position
As at 04/04/2022**

Owners Corporation PS 720147D-2

ILIXIR, 2-6 Railway Road, CHELTENHAM VIC 3192

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	35,136.47
Owners Equity--Admin	37,542.69
	<hr/>
	72,679.16
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	28,885.21
Owners Equity--Maintenance	73,176.37
	<hr/>
	102,061.58
	<hr/>
Net owners' funds	\$174,740.74
	<hr/> <hr/>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	67,062.97
Receivable--Levies--Admin	13,383.53
Receivable--Owners--Admin	1,718.92
	<hr/>
	82,165.42
Maintenance Fund	
Cash at Bank--Maintenance	101,522.89
Receivable--Levies--Maintenance	3,652.09
	<hr/>
	105,174.98
Prepaid	
Cash at Bank--Prepaid Money	85.34
	<hr/>
	85.34
<i>Total assets</i>	<hr/>
	187,425.74
	<hr/>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	2,287.15
Prepaid Levies--Admin	6,284.98
Unallocated Receipts	914.13
	<hr/>
	9,486.26
Maintenance Fund	
Creditor--GST--Maintenance	1,165.00
Prepaid Levies--Maintenance	1,948.40
	<hr/>
	3,113.40
Prepaid	
Cash at Bank--Prepaid Money	85.34
	<hr/>
	85.34
<i>Total liabilities</i>	<hr/>
	12,685.00
	<hr/>
Net assets	\$174,740.74
	<hr/> <hr/>

Substation Lease No.

Section 66(1) Transfer of Land Act 1958

Lodged at the Land Registry by:

Name:

Phone:

Address:

Ref:

Customer Code:

The Lessor leases to the Lessee the Land for the Term and yearly rental specified subject to the encumbrances affecting the Land including any created by dealings lodged for registration before the lodging of this Lease and subject to the covenants and conditions contained in this Lease.

Land: The land marked 'L-1' on the plan together with rights over the land marked 'E-1', 'E-2' and 'E-3' on the plan in the Annexure being part of the land in Certificate of Title Volume 11242 Folio 248

Lessor: Oliver Hume Property Funds (Railway Rd) Cheltenham Ltd
ACN 159 790 913
Level 2, 4 Riverside Quay, Southbank VIC 3006

Attention: Directors

Lessee: United Energy Distribution Pty Limited
ABN 70 064 651 029
Level 3, 6 Nexus Court, Mulgrave, Victoria 3170
File Ref No: UED-COM-005369

Term: 99 years

Commencement Date: x

Rental: 10 cents per year payable on demand

Covenants:

1. **No covenants from the Transfer of Land Act 1958 (Vic)**

The covenants and powers implied under the *Transfer of Land Act 1958 (Vic)* do not apply to this Lease.

2. **Lessee's rights and obligations**

The Lessee:

- (a) will pay the Rental;
- (b) may use the Land only as a site for an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity (**Permitted Use**);
- (c) may install on the Land any electrical apparatus and related equipment and installations required from time to time (**Equipment**) for the Permitted Use (which will remain the property of the Lessee) and remove or replace the Equipment at the Lessee's sole discretion;
- (d) will keep the Equipment in good repair and condition in accordance with the standards of a prudent operator of such Equipment; and

- (e) will remove from the Land all property and Equipment within a reasonable time after the expiration of the Term or sooner determination of this Lease and promptly restore the Land, insofar as is reasonably practicable, to a condition similar to that immediately prior to the commencement of this Lease.

3. Lessor's rights and obligations

The Lessor:

- (a) leases the Land to the Lessee for the Term;
- (b) agrees that, subject to the Lessee performing its obligations under this Lease, the Lessee may quietly hold and enjoy the Land during the Term without any interruption from the Lessor or any person claiming through the Lessor;
- (c) will pay all rates, taxes, assessments and outgoings of every description payable in respect of the Land;
- (d) must, where the Land comprises buildings or improvements owned by the Lessor (including without limitation any substation building or enclosure), keep those buildings or improvements in good and tenantable repair and condition; and
- (e) has procured the consent to this Lease and the associated easements, of any mortgagee of the Land whose interest would have priority over the Lessee's interest under this Lease.

4. Lessor's right of entry

The Lessor may not enter the Land unless it has provided reasonable written notice to the Lessee. In order to ensure the safety of all persons, the Lessee may require the Landlord to be accompanied by a representative of the Lessee during any entry to the Land.

5. Caveat and Registration

- (a) The Lessor agrees that the Lessee may lodge a caveat at the Land Registry in respect of its interest under this Lease.
- (b) If required by the Lessee, the Lessor will execute all documents required to enable this Lease to be registered on the title to the Land and will do all things reasonably necessary to procure such registration. The Lessee will pay all reasonable costs and expenses incurred by the Lessor in relation to the registration of the Lease on title.

6. Option

At the expiration of the Term, this Lease will renew for a further term of 99 years on the same covenants and provisions as this Lease, unless the Lessee provides the Lessor with at least 2 months' written notice prior to the expiration of the Term that it does not intend to renew this Lease.

7. Overholding

If the Lessee, with the consent of the Lessor, remains in occupation of the Land after the expiration of the Term the Lessee will be a yearly tenant subject to the provisions of this Lease so far as they can be applied to a yearly tenancy. The yearly tenancy may be terminated at any time by twelve months' previous notice in writing by either party to the other.

8. Easement

- (a) From the date of this Lease, the Lessor grants to the Lessee the easement rights set out in the Schedule.
- (b) The Lessor covenants with the Lessee that the Lessor will not:
 - (i) obstruct the Easement Areas referred to in the Schedule in any way, and in particular, will not excavate, construct any building, plant any trees or place any

plant, machine, equipment or vehicle on the Easement Areas so as to obstruct any right of the Lessee;

- (ii) infringe or breach any safety, fire and security regulations and procedures as amended from time to time of any competent authority and/or the Lessee in relation to the Easement Areas.
- (c) If required by the Lessee, the Lessor will execute all documents required to enable the easements to be registered on the title to the Land and will do all things reasonably necessary to procure such registration.

9. Lessee's Works

In addition to any other rights conveyed to the Lessee under this Lease, the Lessor consents to the Lessee undertaking works on the Land for safety purposes. The parties agree that this may include the construction of a secure fence or other enclosure with a gate or door on the boundary of the Land. The Lessee will maintain the fence or other enclosure during the Term, but is not required to repair any damage caused by the negligence or wilful misconduct of the Lessor or its Associates.

10. Indemnity

The Lessor indemnifies and agrees to keep indemnified the Lessee against all costs, expenses, loss, damages, actions, demands, claims, proceedings or liability incurred or suffered by the Lessee as a result of any act or omission of the Lessor (or its contractors, subcontractors, servants or agents), except to the extent that such liability was caused or contributed to by the Lessee.

11. Termination for breach by the Lessee

If the Lessee fails to remedy any breach of its covenants under this Lease within 90 days of receipt of a written demand by the Lessor, the Lessor may determine this Lease by re-entering the Land.

12. Termination by the Lessee

The Lessee may at any time and for any reason terminate this Lease by providing the Lessor with 3 months prior written notice.

13. Delivery of notices

Any notice or demand under this Lease must be in writing and delivered personally or by prepaid mail to the party at its address set out in this Lease or to the address most recently notified to the other party.

14. Assignment

The Lessee may, without the prior consent of the Lessor, assign this Lease at any time and must notify the Lessor of that assignment. The Lessor agrees, at the cost of the Lessee, to execute any deed of assignment or other document necessary to give effect to the assignment and the Lessor acknowledges that the Lessee is released from any further obligations under this Lease as from the date of such assignment. Any transfer or assignment by the Lessee will not prejudice either party's rights against the other in respect of any breach occurring prior to the assignment occurring.

15. Definitions

The following definitions apply in this Lease unless the context requires otherwise:

Associates mean employees, contractors, agents and workmen.

Lessee includes the Lessee's successors and permitted assigns.

Lessor includes the executors, administrators and assigns of the Lessor, or in the case of the Lessor being a body corporate its successors and assigns, and the reversioner immediately expectant upon the Term created by this Lease (and if there is more than one Lessor each of them jointly and severally).

Schedule (Easement Areas)

~~A. Overhead Line Easement~~

~~The Lessee and its Associates may enter and pass over the parts of the Land marked E_____ on the plan in the Annexure (**Easement Area**) during the Term or any further term and erect, inspect, repair, maintain, renew and remove poles, cables, wires and other apparatus and appliances as may be required or desired for the transmission of electricity provided that every electric cable or wire will be erected above the surface of the Easement Area in accordance with the *Electricity Safety (Network Assets) Regulations 1999* and any other applicable regulations.~~

B. Underground Cable Easement

The Lessee and its Associates may enter and pass over the parts of the Land marked _____ on the plan in the Annexure (**Easement Area**) during the Term or any further term for the following purposes:

- (a) to carry such digging, cutting, filling and excavating any earth as may be necessary to use the easement for all purposes of and incidental to transmitting electricity supply and communications via cables across the easement;
- (b) remove all items of apparatus, fittings, fixtures, installations and plant and equipment (**Appliances**) of the Lessee in or upon the easement and take them away and replace them or remove them and the Lessee's rights to absolute ownership of the Appliances are acknowledged by the Lessor;
- (c) construction, maintenance and operation of underground electricity power lines or any other supply lines including communications cables and wires at least about 0.45 metres below the surface of that Easement Area, including the laying underground and fixing and covering in or such cables and wires and apparatus appliances and protective coverings as may be required or desired for the transmission of electricity; and
- (d) incidental and ancillary rights to enter into and upon, along and through all parts of the Easement Area with or without vehicles or equipment.

C. Vehicle Access

The Lessee and its Associates may enter and pass through the parts of the Land marked _____ on the plan in the Annexure (**Easement Area**) during the Term or any further term with or without vehicles and equipment at all times and for any of the purposes of this Lease.

~~D. On Foot Access Only~~

~~The Lessee and its Associates may enter and pass through the parts of the Land marked _____ on the plan in the Annexure (**Easement Area**) during the Term or any further term on foot at all times for any of the purposes of this Lease whether with or without equipment, cables, wires, pipes, ducts, outlets, galvanised iron pipe, conduits encased in concrete, apparatus, appliances and protective coverings as may be required or desired for the purposes of this Lease.~~

Executed and **delivered** as a Deed in Victoria.

**EXECUTED by Oliver Hume Property Funds
(Railway Rd) Cheltenham Ltd**

in accordance with section 127
of the *Corporations Act*:

Director Signature

MICHAEL DOSTER

Print Full Name

Director or Secretary Signature

PETER ALAN LANIGAN

Print Full Name

**EXECUTED by United Energy Distribution Pty
Ltd by its Attorney Robert Sarafian under
Power of Attorney dated 23 April 2012 a
certified copy of which is filed in Permanent
Order Book No. 277 Page 031 Item 26, in the
presence of:**

Signature of Attorney

Witness Signature

Print Full Name

CONSENTED by the Mortgagee

_____ being the Mortgagee/Caveator under Registered
Mortgage/Caveat No _____ consents to this Lease and the associated easements

Signed and dated:

Commonwealth Bank

Commonwealth Bank of Australia
ABN 48 123 123 124 Australian credit licence 23494

Level 9
150 George Street
Parramatta NSW 2150
Australia

PO Box 3846
Parramatta NSW 2124

Telephone: 1300 590 330
Facsimile: (02) 8898 3606
DX 28316 Parramatta (2384001)
Internet: www.commbank.com.au

RE: CONSENT TO SUBSTATION LEASE

LANDLORD: Oliver Hume Property Funds ACN 159 790 913 of Level 2, 4 Riverside Quay, Southbank VIC 3006

TENANT: United Energy Distribution P/L ABN 70 064 651 029 of Level 3, 6 Nexus Court, Mulgrave VIC 3170

DATE:

TERM OF THE LEASE: 99 years

OPTIONS: N/A

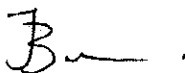
PREMISES: The land marked L-1 on the plan together with rights over the land marked E-1, E-2 and E-3 on the plan in the annexure being part of the land in Certificate of Title Volume 11242 Folio 248

The Commonwealth Bank of Australia being the mortgagee under Registered Mortgage number **AK780784X** hereby consents to the within Lease.

SIGNED SEALED and DELIVERED in New South Wales
for and on behalf of COMMONWEALTH BANK
OF AUSTRALIA by its Attorney


Tara Coates

under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book 277 Page 016 who certifies that she/he is A SENIOR CONVEYANCING OFFICER Sydney of COMMONWEALTH BANK OF AUSTRALIA in the presence of:



Joanna Burn
150 George Street, Parramatta NSW 2150

Commonwealth Bank

Commonwealth Bank of Australia
ABN 48 123 123 124 Australian credit licence 23494

Group Lending Services
Level 9
150 George Street
Parramatta NSW 2150
Australia

PO Box 3846
Parramatta NSW 2124

Telephone: 1300 590 330
DX 28316 Parramatta (2370 001)
Internet: www.commbank.com.au

Steven Coll
Lvl 2, 4 Riverside Quay
Southbank VIC 3006

14 June 2016

Dear Sir/Madam,

Re: Consent to substation lease
Client: OLIVER HUME PROPERTY FUNDS RAILWAY RD
CHELTENHAM LTD
Property: 2-6 Railway Road, Cheltenham
Certificate of Title Volume 11242 Folio 248
Our Ref: WI 314659136
Your Ref: *

I refer to the above matter.

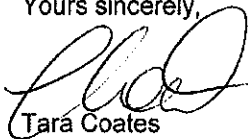
Please find the following enclosed documents:

- Annexure to substation Lease x1

Name of staff who signed as Power of Attorney: **Tara Coates**

Please contact our office should you have any query.

Yours sincerely,



Tara Coates
Executions & Productions
productions@pcsydney@cba.com.au

Owners Corporations Act 2006 - SECT 54

What is an insurable building?

54. What is an insurable building?

In this Division- building includes any building on the plan of subdivision and-

- (a) any improvements and fixtures forming part of the building; and
- (ab) any shared services; and
- (b) anything prescribed as forming part of a building- but does not include-
- (c) carpet and temporary floor, wall and ceiling coverings; or
- (d) fixtures removable by a lessee at the end of a lease; or
- (e) anything prescribed as not forming part of a building; shared services includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.