

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

37/44-48 Metung Road, Metung 3904

Vendor's name


Catherine Jane Teed

(previously Catherine Jane LEE)

Date

4/12/24

Vendor's signature



Purchaser's name

Date

1/1

Purchaser's signature

Purchaser's name

Date

1/1

Purchaser's signature

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:

\$4,500.00

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

Nil

To

Nil

Other particulars (including dates and times of payments):

Nil

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

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

The required specified information is as follows:

Name of planning scheme
Name of responsible authority
Zoning of the land

EAST GIPPSLAND PLANNING SCHEME
EAST GIPPSLAND SHIRE COUNCIL
COMMERCIAL 1 ZONE (C1Z), SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Name of planning overlay

LAND SUBJECT TO INUNDATION OVERLAY (LSIO), LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO), VEGETATION PROTECTION OVERLAY (VPO), VEGETATION PROTECTION OVERLAY - SCHEDULE 3 (VPO3)

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:

Not Applicable.

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:

Not Applicable.

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:

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Corporations Act 2006.

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

Certificate of Title Volume 10367 Folio 804

Copy of Plan – PS322371S

Owners Corporation – PS322371S

Agreement – P867397D

State Revenue Office – Land Tax Certificate

Property Report – DECCA

Planning Property Report – DEWLP

Due Diligence

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

Page 1 of 2

VOLUME 10367 FOLIO 804

Security no : 124118506143D
Produced 24/09/2024 01:01 PM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 322371S.
PARENT TITLE Volume 10174 Folio 802
Created by instrument PS322371S Stage 4 09/02/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CATHERINE JANE LEE of LEES & LOTTONS ROAD BRIAGOLONG VIC 3860
AB578612L 24/09/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC705414D 28/02/2004
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AH779393X 10/02/2011
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
P867397D 26/06/1990

DIAGRAM LOCATION

SEE PS322371S 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 37 44-48 METUNG ROAD METUNG VIC 3904

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS



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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS322371S

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS322371S
Number of Pages (excluding this cover sheet)	20
Document Assembled	24/09/2024 13:01

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PLAN OF SUBDIVISION		STAGE No.	LTO USE ONLY EDITION 6	PLAN NUMBER PS 322371 S
LOCATION OF LAND		COUNCIL CERTIFICATION AND ENDORSEMENT		
PARISH: BUMBERRAH TOWNSHIP: METUNG SECTION: A CROWN ALLOTMENT: (PARTS) 9, 10 & 11 CROWN PORTION: — LTO BASE RECORD: T/LITHO (5526) TITLE REFERENCES: LAST PLAN REFERENCE/S: PS 312013 C LOT 2 POSTAL ADDRESS: METUNG ROAD, (At time of subdivision) METUNG 3904 AMG Co-ordinates E 574 950 ZONE: 55 (of approx centre of land N 5805 450 in plan)		COUNCIL NAME: SHIRE OF TAMBO REF: S10/671/322371 S 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 22 / 10 / 92 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate _____ Council Seal _____ Date / / _____ Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate _____ Council Seal _____ Date 10 / 12 / 92		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/ is not a staged subdivision. Planning permit No. _____ DEPTH LIMITATION DOES NOT APPLY LOT 1 CONSISTS OF 4 PIECES LOTS 6 TO 32 CONSIST OF 2 PIECES. LOT 33 CONSISTS OF 3 PIECES THE EASEMENT SHOWN AS E-2 ON VOL 10056 FOL 980 WILL VARY UPON REGISTRATION OF THIS PLAN BY DIRECTION IN PLANNING PERMIT NO 5837 BOUNDARIES SHOWN BY CONTINUOUS LINES AND HATCHED ARE DEFINED BY BUILDINGS EXCEPT FOR SITE BOUNDARIES THE EASEMENT SHOWN AS E-1 ON VOL.10056 FOL.980 WILL BE REMOVED UPON REGISTRATION OF THIS PLAN BY DIRECTION IN PLANNING PERMIT NO. 5837 SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No. _____		
IDENTIFIER: NIL COUNCIL/BODY/PERSON: NIL LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: FACE OF SLAB: UPPER AND LOWER BOUNDARIES OF PT. LOTS 13 TO 22 & PT. LOT 33 (DIAGRAM 12) FACE OF SLAB: LOWER BOUNDARY OF PT LOTS 28 TO 33 (DIAGRAM 10) MEDIAN: ALL OTHER BOUNDARIES				
EASEMENT INFORMATION		LTO USE ONLY		
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 3 / 2 / 93 THIS IS AN L.T.O. COMPILED PLAN CHECKED 13 / 2 / 98 Assistant Registrar of Titles SHEET 1 OF 19 SHEETS		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
A - 1	PARTY WALL	0.20	PS 312013 C	LOT 2 PS 312013 C
E - 1	PARTY WALL	0.20	PS 312013 C	LOT 1 PS 312013 C
E - 2	DRAINAGE	2	PS 312013 C	SHIRE OF TAMBO & LAND IN THIS PLAN
CROWTHER & SADLER PTY. LTD. Licensed Surveyors and Town Planners 152 Macleod Street, P.O. Box 722, BAIRNSDALE, 3875. Phone (051) 52 5011		LICENSED SURVEYOR (PRINT) JON MARK BRODZIK SIGNATURE _____ DATE 9 / 12 / 92 REF 6992 VERSION _____		DATE 10 / 12 / 92 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

APPLIES TO MASTER PLAN ONLY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 322371 S

KURNAL AVENUE

Lots 28 to 33
SEE SHEET 10

Lots 13 to 17
SEE SHEET 8

Lots 8 to 12
SEE SHEET 6

METUNG ROAD

LAKE KING

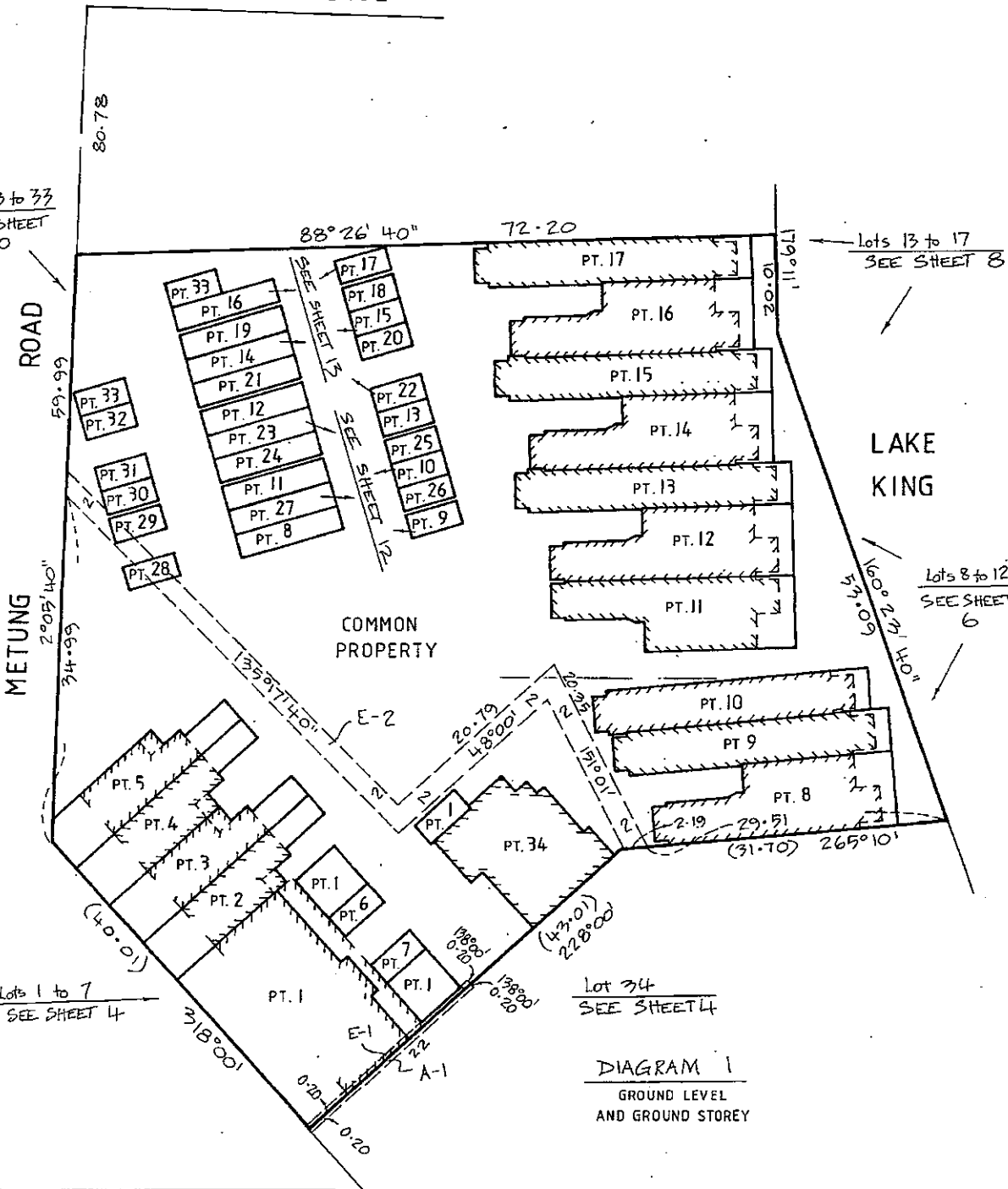


DIAGRAM 1
GROUND LEVEL
AND GROUND STOREY

Crowther & Sadler Pty Ltd
CONSULTING SURVEYORS
152 MACLEOD STREET, BAIRNSDALE, 3875
TELEPHONE (051) 52 5011

 LENGTHS ARE IN METRES	ORIGINAL SCALE	LICENSED SURVEYOR (PRINT) <u>JON MARK BRODZIK</u> SIGNATURE DATE / / REF VERSION	SHEET 2 OF 19 SHEETS
	1:4000		DATE / /

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371S

KURNAI AVENUE

ROAD

METUNG

LAKE KING

Lot 28 to 33
SEE SHEET 11

Lots 18 to 22
SEE SHEET 9

Lots 23 to 27
SEE SHEET 7

Lot 2 to 7
SEE SHEET 5

Lot 34
SEE SHEET 5

COMMON
PROPERTY

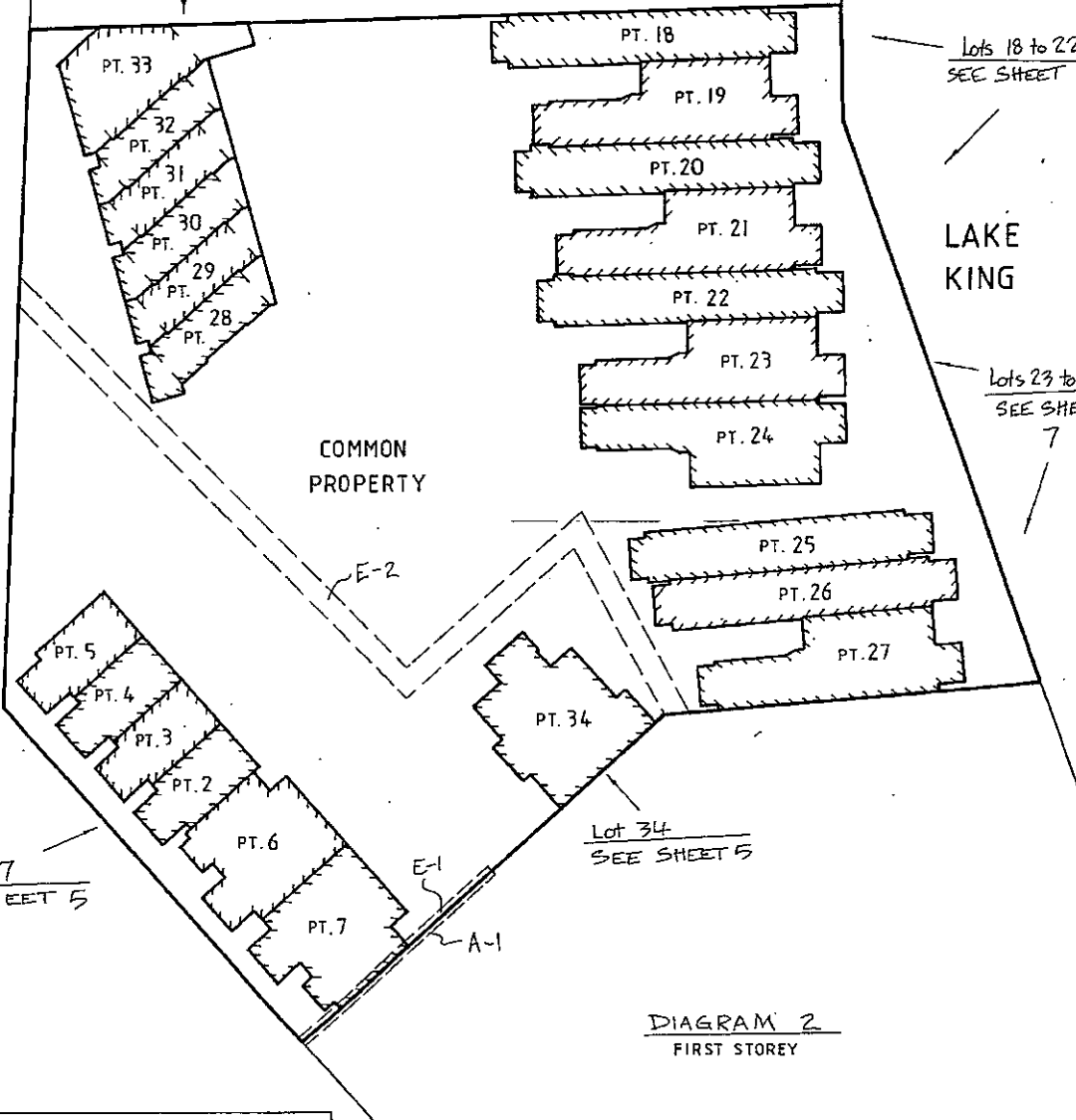
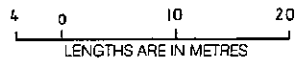


DIAGRAM 2
FIRST STOREY

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TELEPHONE (051) 52 5011



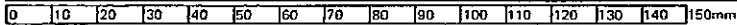
ORIGINAL
SCALE 1:4000
SHEET SIZE A3

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SIGNATURE DATE / /
REF VERSION

SHEET 3 OF 19 SHEETS

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Crowther & Sadler PS03

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371 S

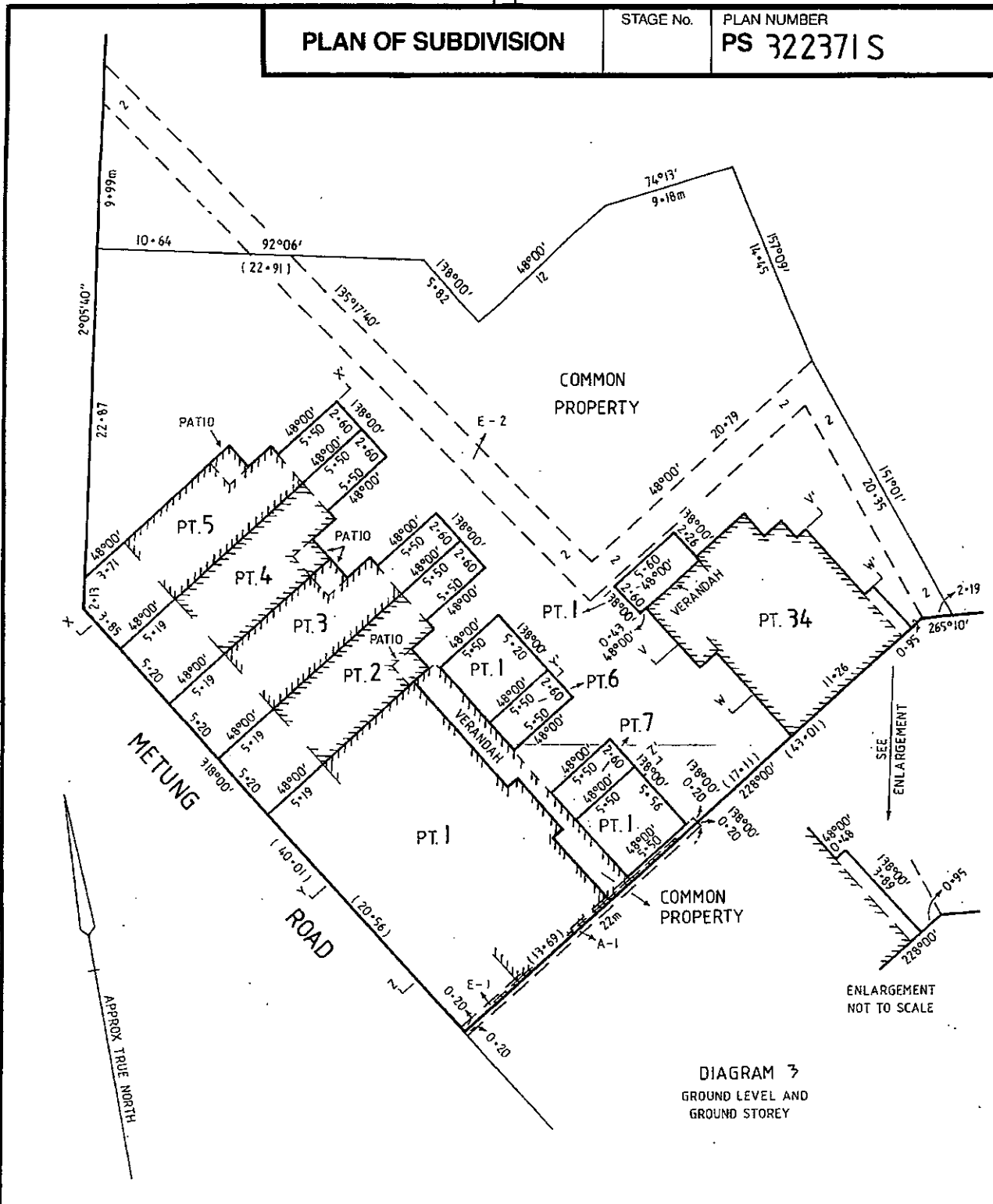
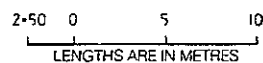


DIAGRAM 3
GROUND LEVEL AND
GROUND STOREY

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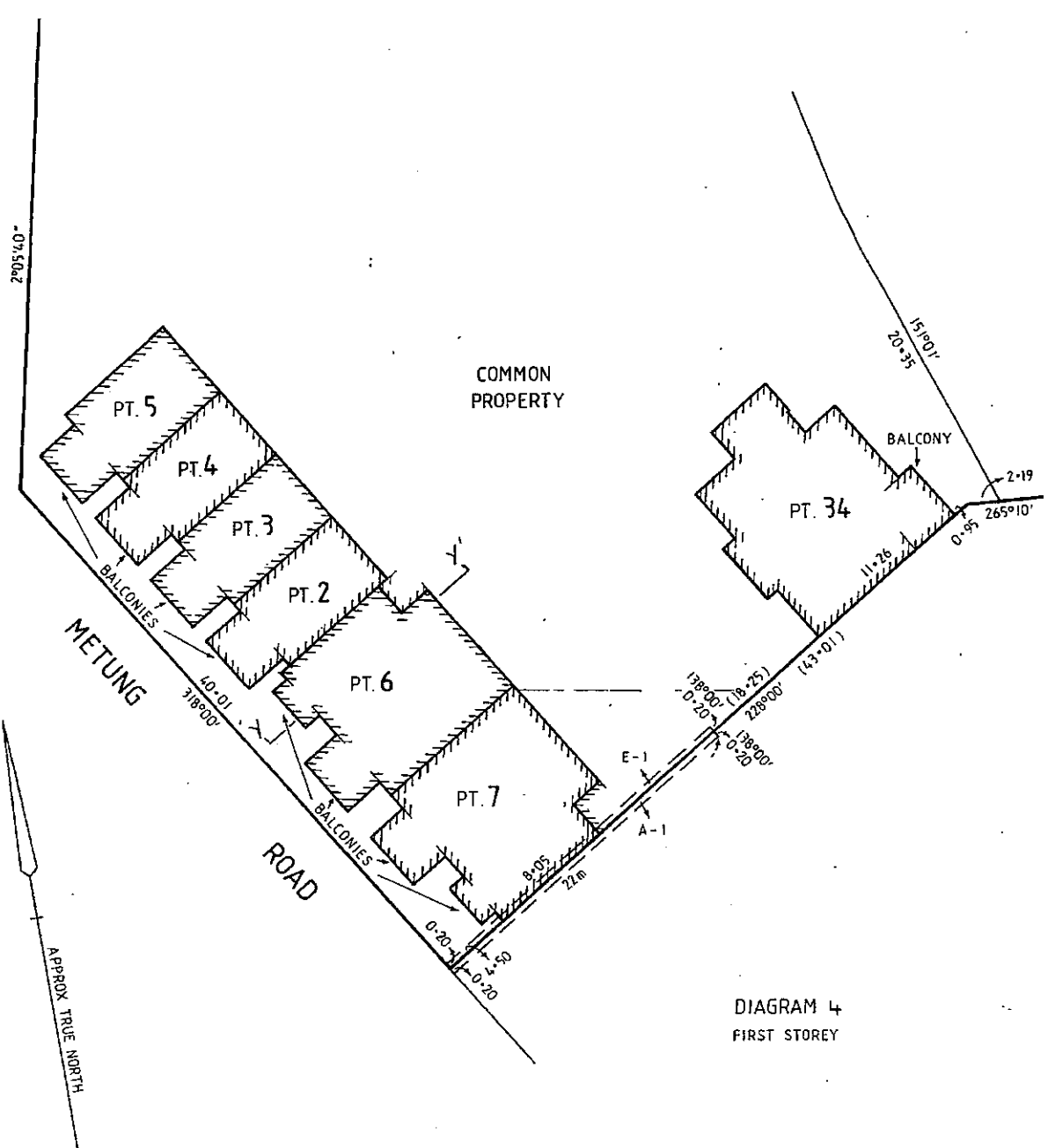


ORIGINAL
SCALE SHEET
1:250 SIZE
A3

LICENSED SURVEYOR (PRINT) **JON MARK BRODZIK**
SIGNATURE DATE / /
REF **6992** VERSION

SHEET **4** OF 19 SHEETS
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 322371 S



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	SCALE 1:250	SHEET SIZE A3	SIGNATURE _____ DATE / /
		REF 6992 VERSION	DATE / / COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS. 322371 S
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FOR CONTINUATION SEE SHEET 5

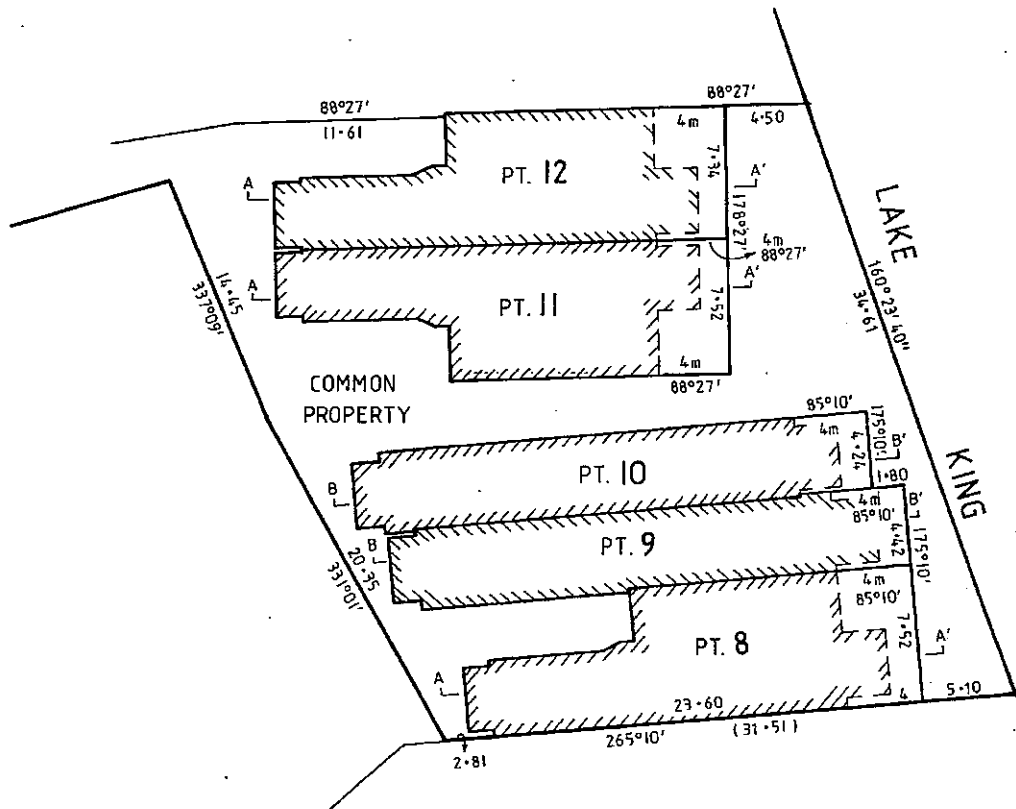
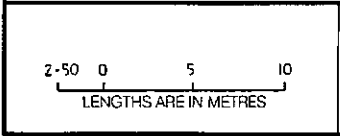


DIAGRAM 5
GROUND LEVEL AND
GROUND STOREY

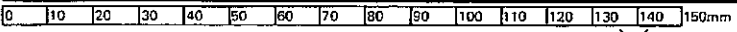
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SHEET 6 OF 19 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371 S

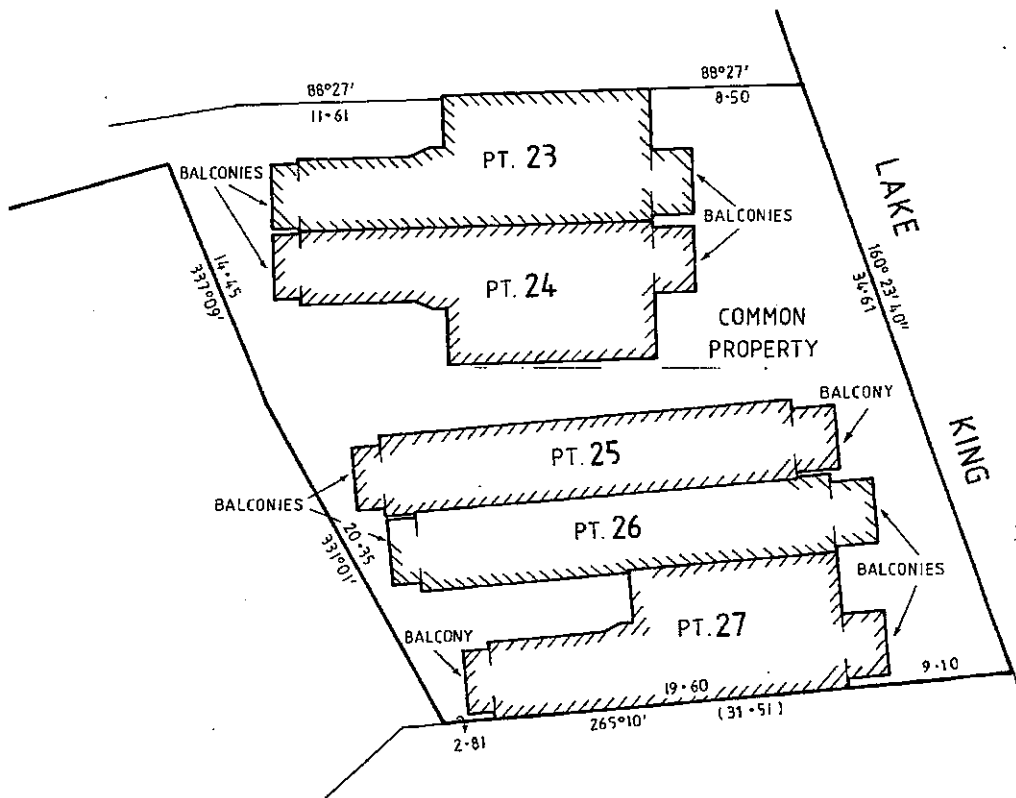
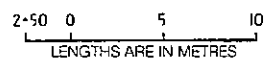


DIAGRAM 6
FIRST STOREY

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1:250 SIZE
A3

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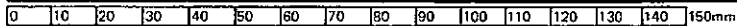
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REF **7187** VERSION

SHEET 7 OF 19 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371S

APPROX TRUE NORTH

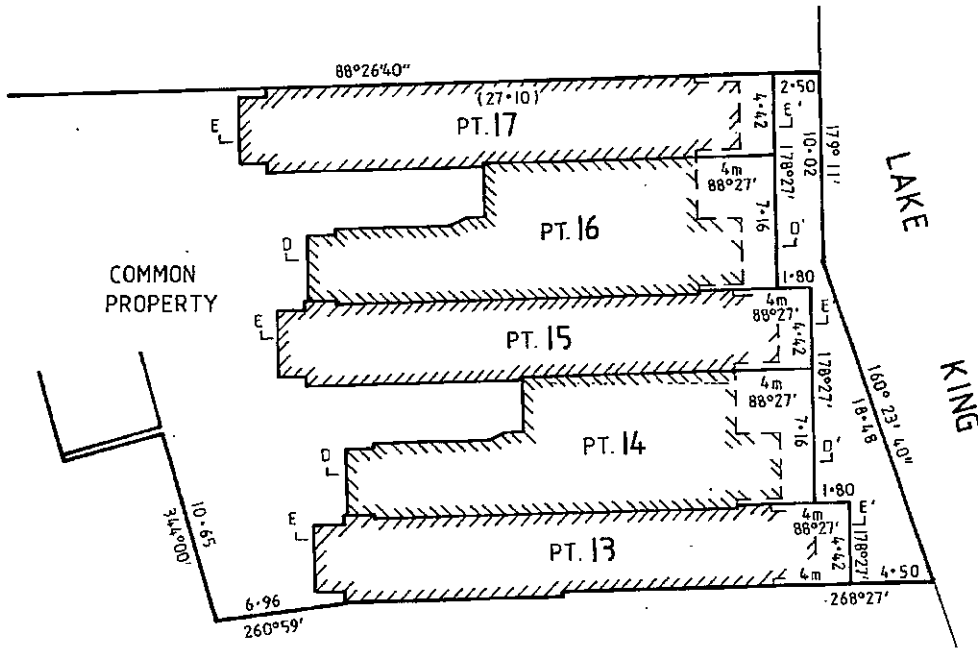
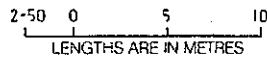


DIAGRAM 7
GROUND LEVEL AND
GROUND STOREY

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A3

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SIGNATURE DATE 25/ 5 / 94

REF 7337 VERSION

SHEET 8 OF 19 SHEETS

DATE 31 / 5 / 94

COUNCIL DELEGATE SIGNATURE



Crowther & Sadler PS03

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371S

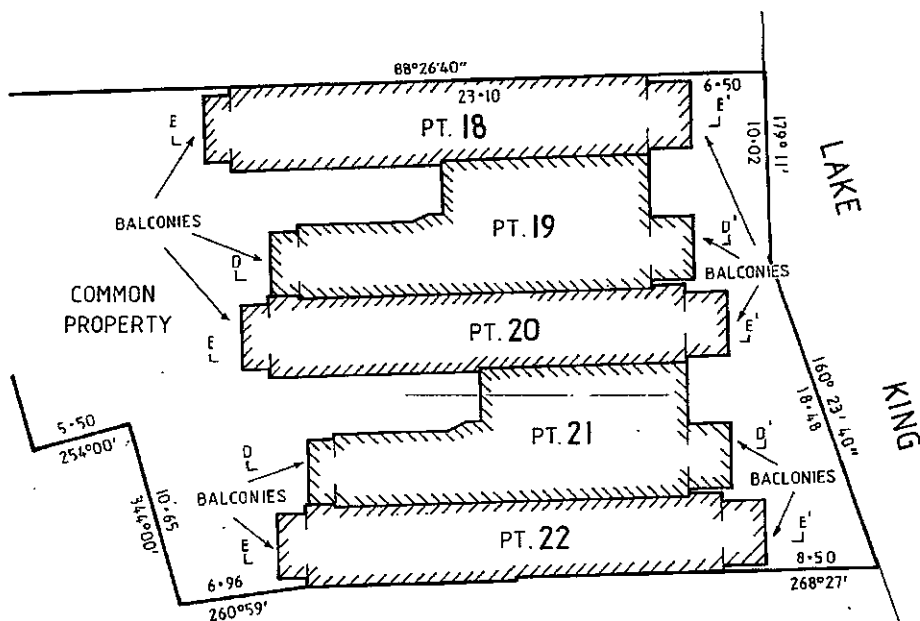


DIAGRAM 8
FIRST STOREY

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1:250 SIZE
A3

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SIGNATURE DATE 25 / 5 / 94
REF **7337** VERSION

SHEET 9 OF 19 SHEETS

DATE 31 / 5 / 94
COUNCIL DELEGATE SIGNATURE

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Crowthers PS03

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371S

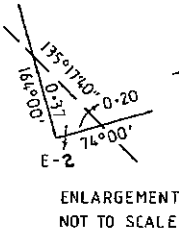
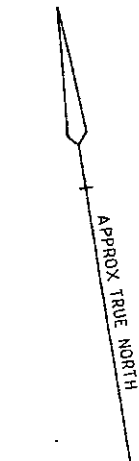
KURNAL AVENUE

ROAD

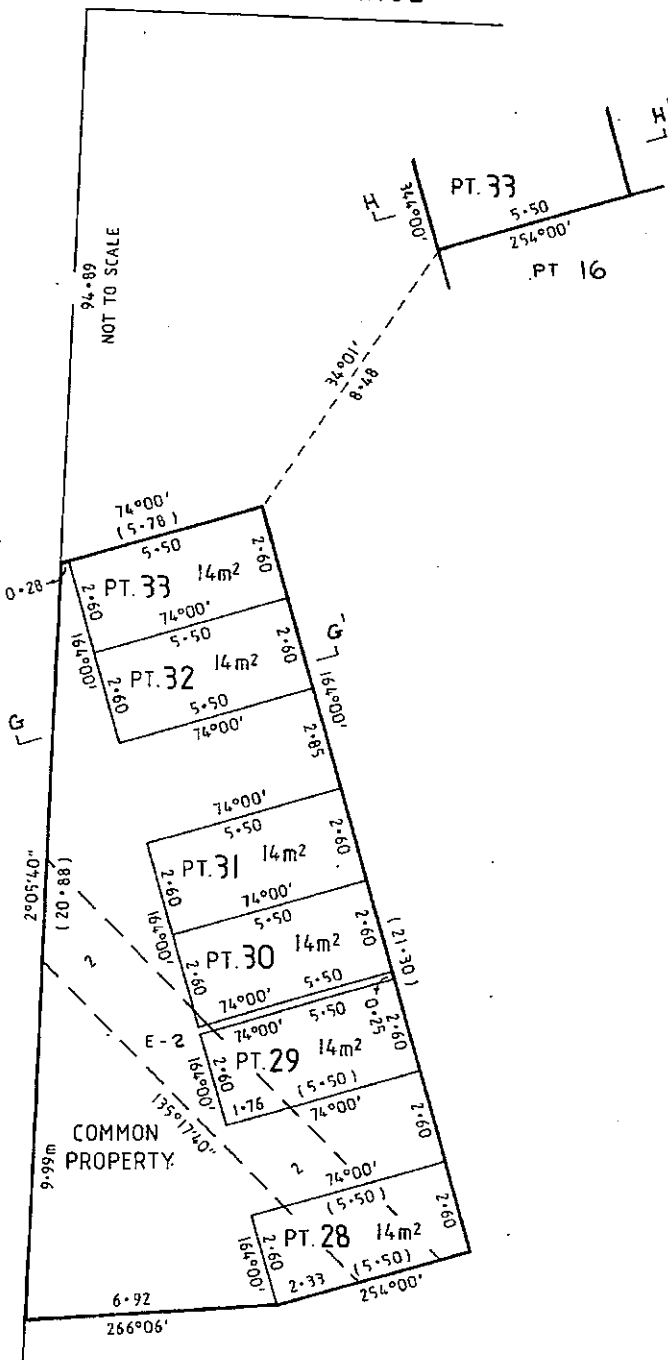
METUNG

COMMON PROPERTY

(SEE DIAG. 12 ON SH. 13)



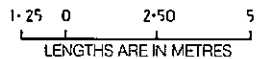
SEE ENLARGEMENT



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DIAGRAM 9
 GROUND STOREY



ORIGINAL SCALE 1:125 SHEET SIZE A3

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 SIGNATURE DATE 25 / 5 / 94
 REF **7672** VERSION

SHEET 10 OF 19 SHEETS

DATE 31 / 5 / 94
 COUNCIL DELEGATE SIGNATURE

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Cref/tdy PS03

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 322371S

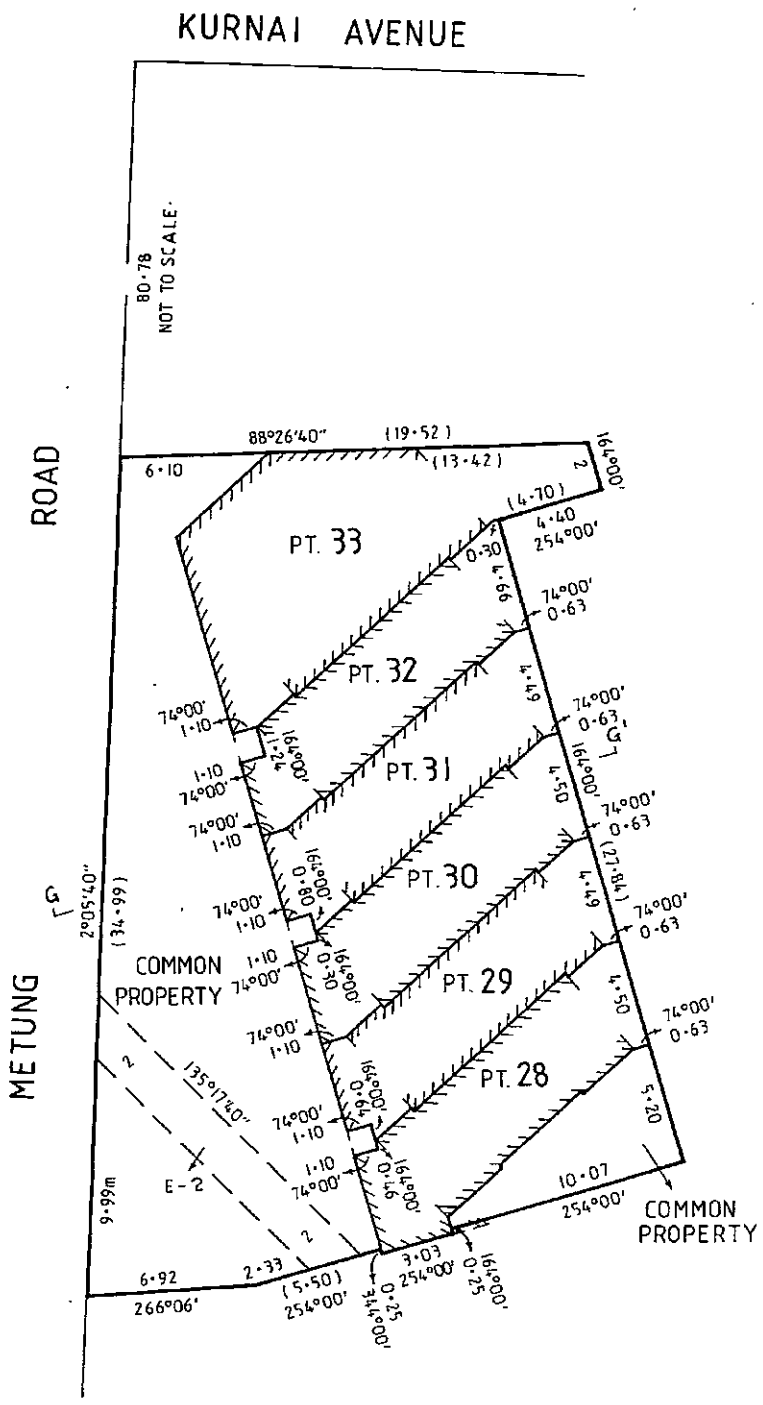
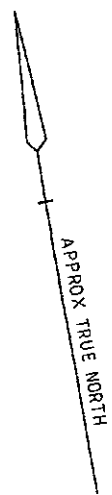


DIAGRAM 10
FIRST STOREY

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 152 Macleod Street, P.O. Box 722,
 BAIRNSDALE, 3875. Phone (051) 52 5011

 LENGTHS ARE IN METRES	ORIGINAL	LICENSED SURVEYOR (PRINT) JON MARK BRODZIK	SHEET 11 OF 19 SHEETS
	SCALE 1:200	SHEET SIZE A3	SIGNATURE DATE 25 / 5 / 94
		REF 7672 VERSION	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371S



SEE SHEET 13

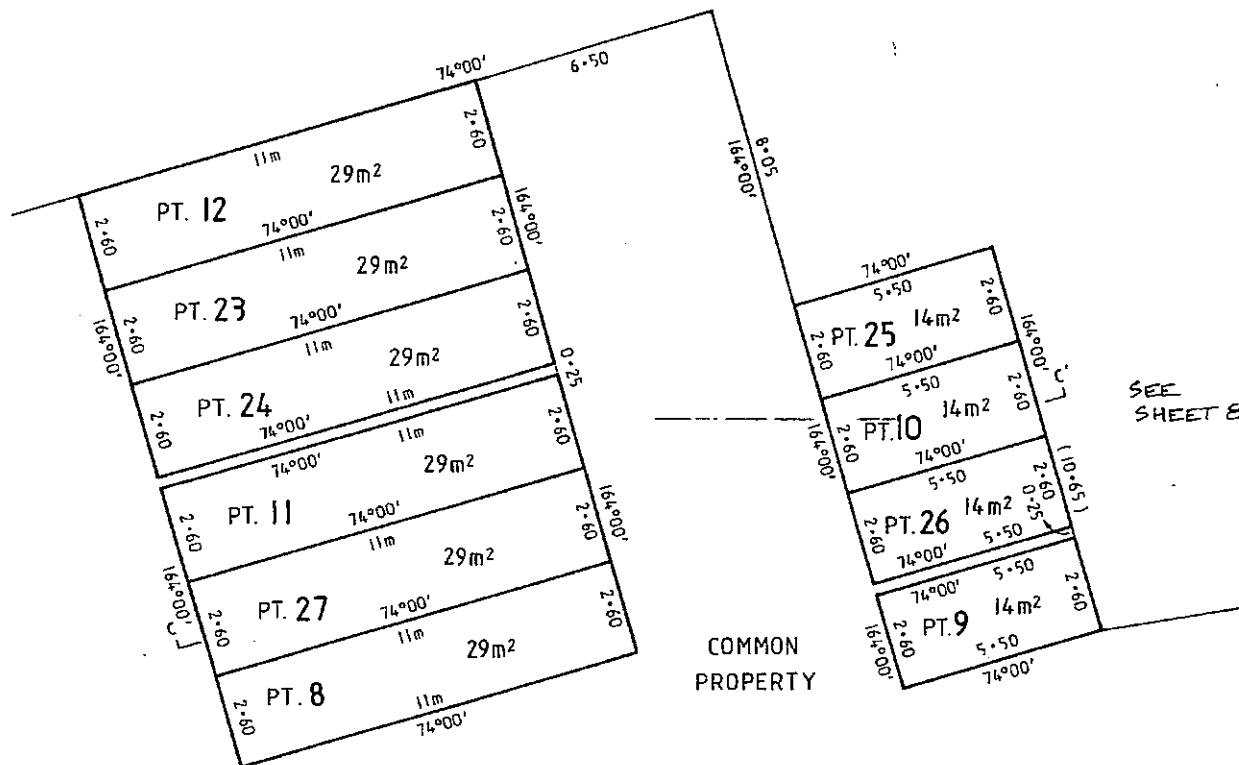
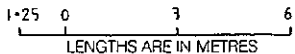


DIAGRAM II
GROUND STOREY

CROWTHER & SADLER PTY. LTD.

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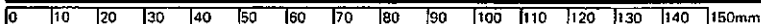


ORIGINAL
SCALE SHEET
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LICENSED SURVEYOR (PRINT) **JON MARK BRODZIK**
SIGNATURE DATE / /
REF **7187** VERSION

SHEET 12 OF 19 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 322371 S

APPROX TRUE NORTH

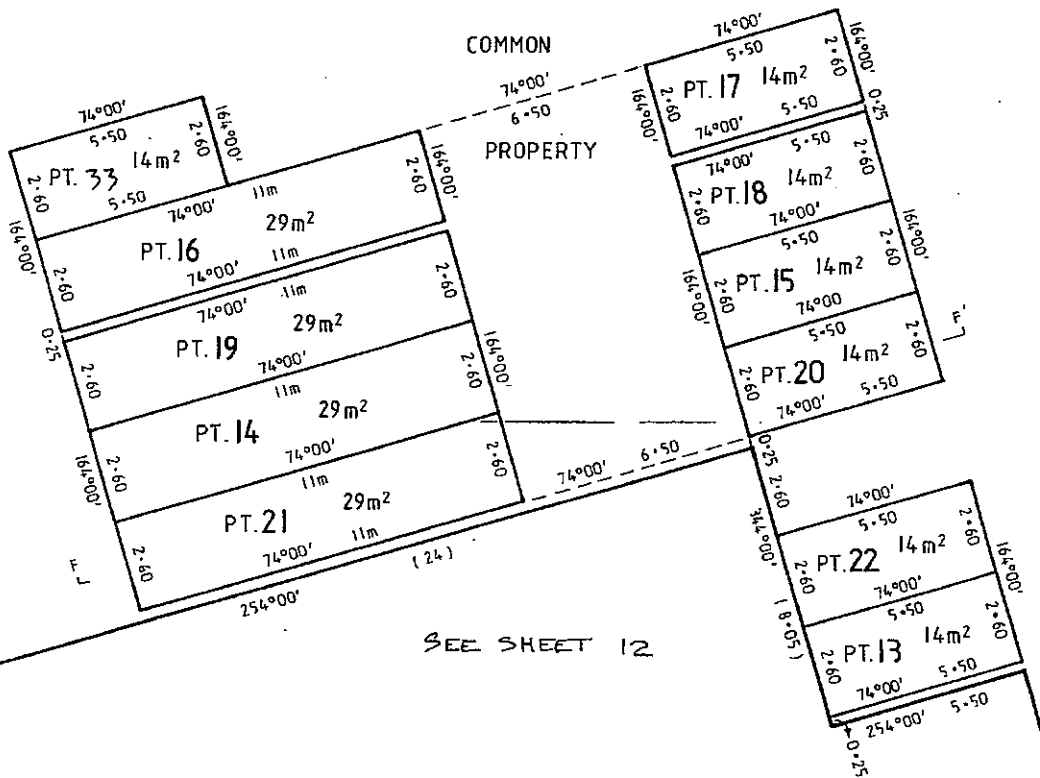
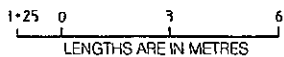


DIAGRAM 12
GROUND STOREY

CROWTHER & SADLER PTY. LTD.

Licensed Surveyors and Town Planners

152 Macleod Street, P.O. Box 722,
BAIRNSDALE, 3875. Phone (051) 52 5011



ORIGINAL
SCALE: SHEET
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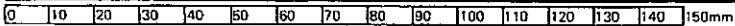
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REF **7337** VERSION

SHEET 13 OF 19 SHEETS

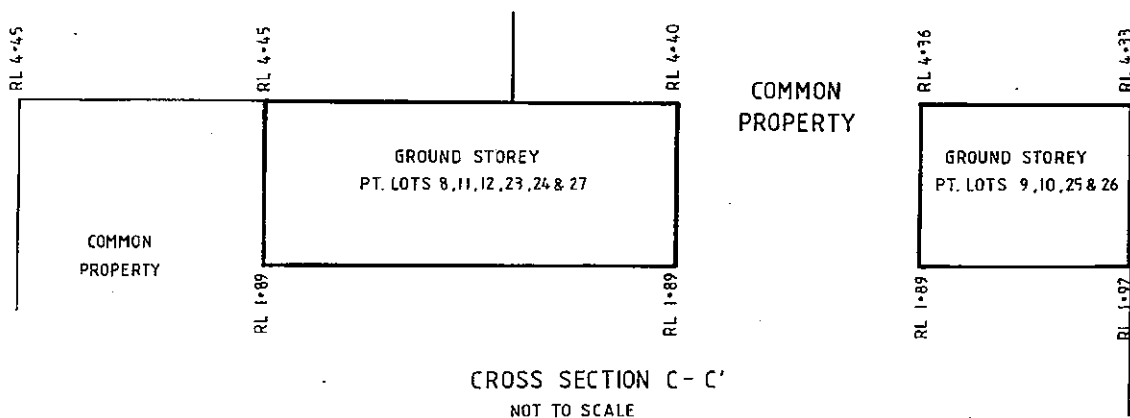
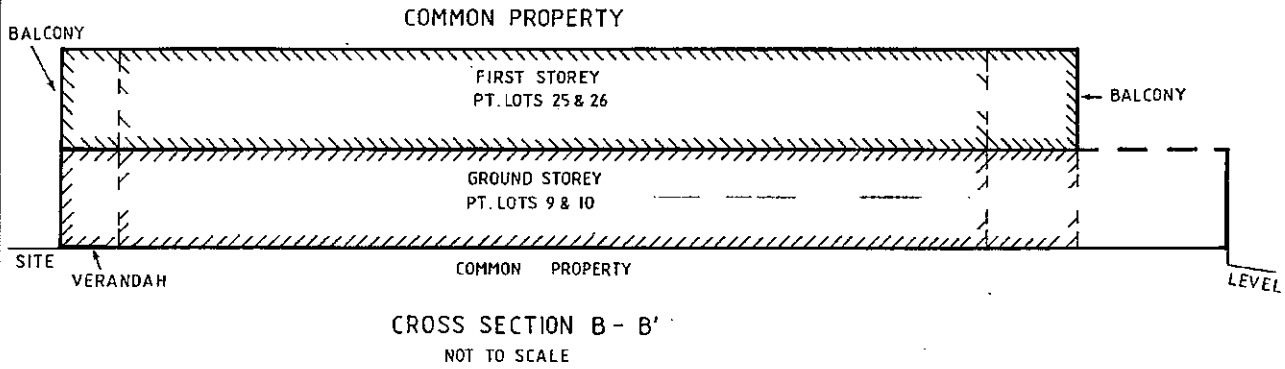
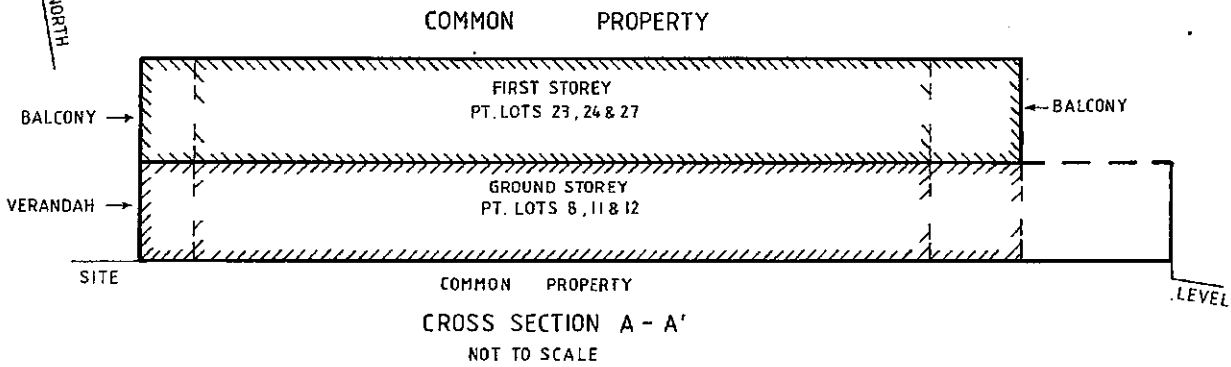
DATE 31 / 5 / 94

COUNCIL DELEGATE SIGNATURE



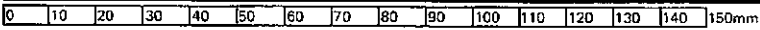
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 322371S
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CROWTHER & SADLER PTY. LTD.
 Licensed Surveyors and Town Planners
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	ORIGINAL SCALE	LICENSED SURVEYOR (PRINT) <u>JON MARK BRODZIK</u> SIGNATURE DATE / / REF 7187 VERSION	SHEET 14 OF 19 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION

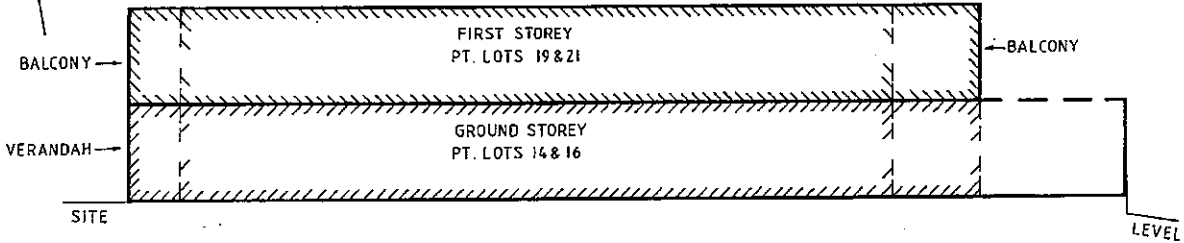
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PLAN NUMBER

PS 322371S

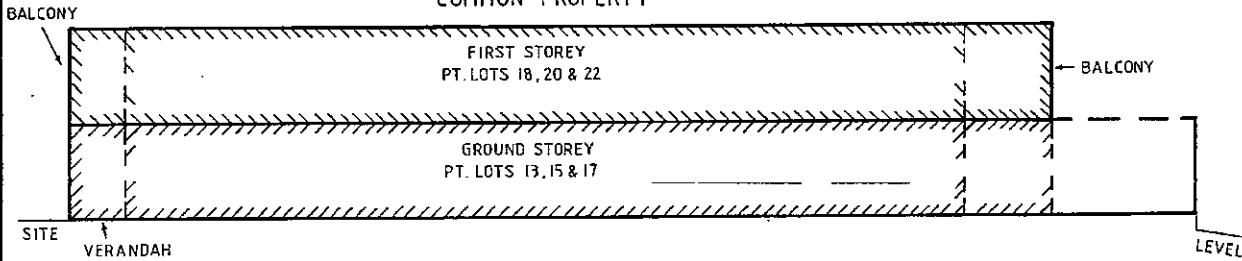
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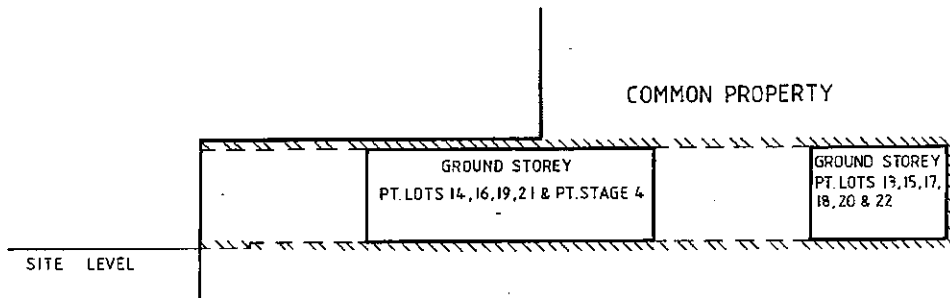
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COMMON PROPERTY



CROSS SECTION E-E'
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COMMON PROPERTY



CROSS SECTION F-F'
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CROWTHER & SADLER PTY. LTD.

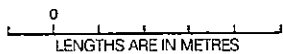
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152 Macleod Street, P.O. Box 722,
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SHEET 15 OF 19 SHEETS

ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT) ... JON MARK BRODZIK
SIGNATURE DATE 25 / 5 / 94
REF 7337 VERSION

DATE 31 / 5 / 94
COUNCIL DELEGATE SIGNATURE



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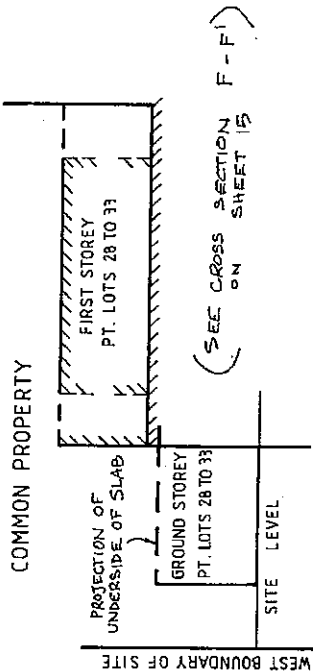
Crowther & Sadler PS03

PLAN OF SUBDIVISION

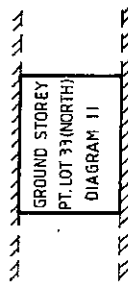
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PS 322371S

STAGE No.

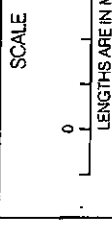


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CROSS SECTION H-H'
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CROWTHER & SADLER PTY. LTD.
Licensed Surveyors and Town Planners
152 Macleod Street, P.O. Box 722,
BAIRNSDALE, 3875. Phone (051) 52 5011

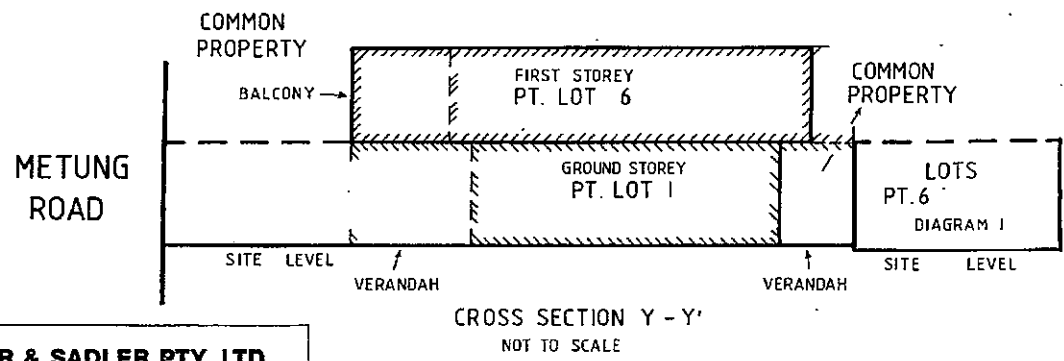
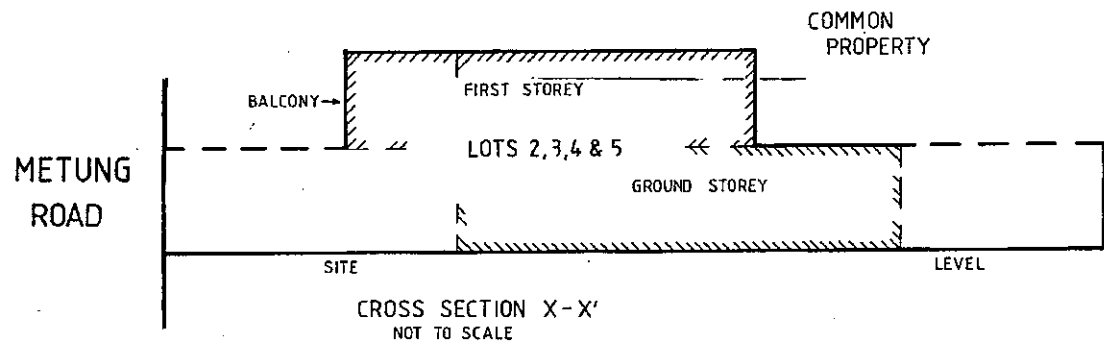
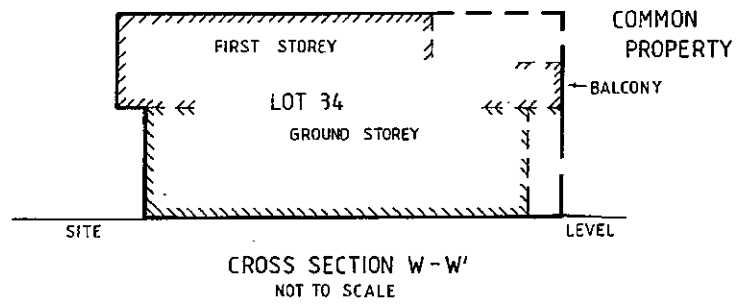
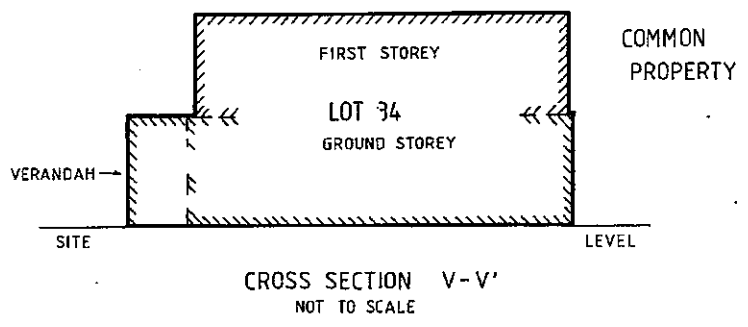
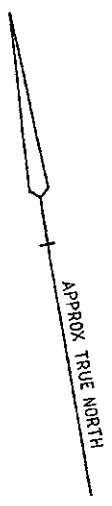


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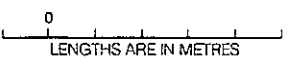
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SIGNATURE DATE **25 / 5 / 94**
REF **7672** VERSION

SHEET **16** OF **19** SHEETS
DATE **31 / 5 / 94**
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 322371 S
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CROWTHER & SADLER PTY. LTD.
 Licensed Surveyors and Town Planners
 152 Macleod Street, P.O. Box 722,
 BAIRNSDALE, 3875. Phone (051) 52 5011



ORIGINAL
SCALE SHEET SIZE
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LICENSED SURVEYOR (PRINT) JON MARK BRODZIK
 SIGNATURE DATE / /
 REF **6992** VERSION

SHEET 17 OF 19 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

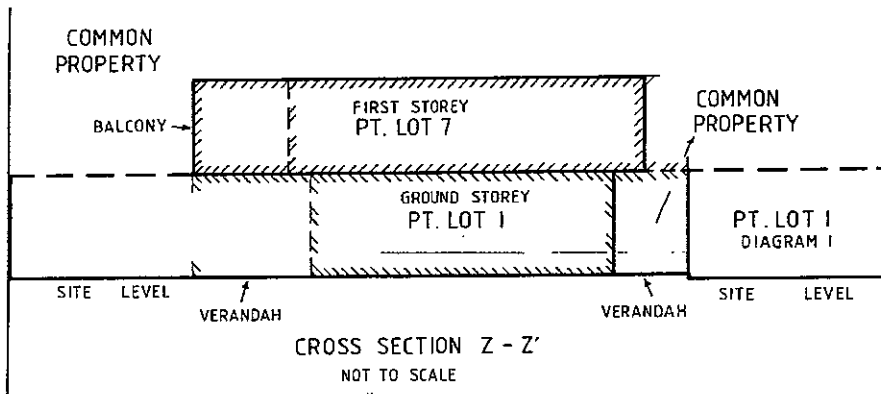
STAGE No.

PLAN NUMBER

PS 322371S

APPROX TRUE NORTH

METUNG ROAD



CROWTHER & SADLER PTY. LTD.

Licensed Surveyors and Town Planners

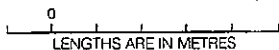
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ORIGINAL
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SIGNATURE DATE / /
REF **6992** VERSION

SHEET 18 OF 19 SHEETS

DATE / /
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Credfield PS03

PS322371S

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS322371S**

The land in PS322371S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 34.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT (ELWOOD/ST.KILDA) SUITE 1.06 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AL910042S 26/05/2015

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. AH878604K 05/04/2011
2. AW985020K 28/06/2023

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	64	64
Lot 2	21	21
Lot 3	21	21
Lot 4	21	21
Lot 5	21	21



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 24/09/2024 01:01:45 PM

OWNERS CORPORATION
PLAN NO. PS322371S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	25	25
Lot 7	25	25
Lot 8	37	37
Lot 9	28	28
Lot 10	28	28
Lot 11	37	37
Lot 12	37	37
Lot 13	28	28
Lot 14	37	37
Lot 15	28	28
Lot 16	37	37
Lot 17	28	28
Lot 18	28	28
Lot 19	37	37
Lot 20	28	28
Lot 21	37	37
Lot 22	28	28
Lot 23	37	37
Lot 24	37	37
Lot 25	28	28
Lot 26	28	28
Lot 27	37	37
Lot 28	18	18
Lot 29	17	17
Lot 30	17	17
Lot 31	17	17
Lot 32	17	17
Lot 33	21	21
Lot 34	45	45



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 24/09/2024 01:01:45 PM

**OWNERS CORPORATION
PLAN NO. PS322371S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	1000.00	1000.00

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.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No: 322371

Address: 44 – 46 Metung Road, Metung

This certificate is issued for Lot/s: 31 (Unit 37) on Plan of Subdivision No: PS322371S

Postal address is: c/- Ace Body Corporate Management, Suite 2.1 / 63 Stead St, South Melbourne. 3205

Applicant for the certificate is: Crawford & Smart Solicitors

Address for delivery of certificate: Email: support@crawfordsmart.com.au

Date that the application was received: 27th November 2024

IMPORTANT: The information in this certificate is issued on: 4th December 2024

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current fees for the lot are:
	<u>Admin Fund</u> \$5,075.74 per annum, paid: 6 monthly \$2,537.87 due on 31 st December and 31 st May of each year <u>Maintenance Fund</u> \$2,559.10 per annum, paid: 6 monthly \$1,279.55 due on 31 st December and 31 st May of each year
2.	The date to which the fees for the lot have been paid up to is:
	Fees have been paid to 31 st October 2024
3.	The total of any unpaid fees or charges for the lot are:
	Nil <i>Note: Fees for the period 01/11/2024 to 30/04/2025 being Administration Fund \$2,537.90 and Maintenance Fund \$1,279.55, Total \$3,817.45 were struck on 03/12/2024 and due 01/01/2025.</i>
4.	The special fees or levies which have been struck, & the dates on which they were struck & are payable are:
	There are no special levies due.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund & special fees are:
	The Owners Corporation has not performed nor is about to perform any repairs, works or act, which may incur an additional charge to that set out above.
6.	The owners corporation has the following insurance cover:
	Residential Strata Insurance Name of the Company: Chubb Insurance Australia Limited No. of Policy: LNG-STR-20062117 Kind of Policy: Strata Title - Commercial Building Amount: \$20,640,000 Public Liability Cover: \$50,000,000 Buildings Covered: All buildings & improvements – 34 units Premium: \$55,423.08 Renewal : 30/11/2025 Policy Excess: \$2,000.00 all claims except Jetty/Pontoon \$5,000.00, Storm, Tempest & Rainwater \$5,000.

	<p><u>Business Insurance</u> Name of the Company: Elders Insurance No. of Policy: EVA861973BPK Kind of Policy: Business Insurance Contents Amount: \$2,205,000 Public Liability Cover: \$10,000,000 Product Liability Cover: \$10,000,000 Property: \$250,000 Premium: \$13,010.20 Renewal : 19/03/2025 Policy Excess: \$500.00</p> <p><u>Jetty , Walkway & Moorings</u> Name of the Company: Elders Insurance No. of Policy: MP M000435MLL Kind of Policy: Marine Operators Liability Public Liability Cover: \$10,000,000 Buildings Covered: Jetty, Walkway & Moorings Premium: \$2,508.00 Renewal : 22/11/2025 Policy Excess: \$1,500.00</p>																
7.	Has the owners corporation resolved that members may arrange their own insurance under section 63 of OCA?																
	<u>Not to the Manager's knowledge</u>																
8.	The total funds held by the owners corporation:																
	<p>The statement of financial position at the end of the financial year of the owners corporation (31/10/2024)</p> <table border="1"> <thead> <tr> <th></th> <th><u>Admin Fund</u></th> <th><u>Maint Fund</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>• Assets:</td> <td>\$ (16,560.15)</td> <td>\$114,080.13</td> <td>\$97,519.98</td> </tr> <tr> <td>• Liabilities:</td> <td>\$ 263.58</td> <td>\$ (4,843.12)</td> <td>\$ (4,579.54)</td> </tr> <tr> <td>• <u>Equity</u></td> <td><u>\$(16,823.73)</u></td> <td><u>\$118,923.25</u></td> <td><u>\$102,099.52</u></td> </tr> </tbody> </table>		<u>Admin Fund</u>	<u>Maint Fund</u>	<u>Total</u>	• Assets:	\$ (16,560.15)	\$114,080.13	\$97,519.98	• Liabilities:	\$ 263.58	\$ (4,843.12)	\$ (4,579.54)	• <u>Equity</u>	<u>\$(16,823.73)</u>	<u>\$118,923.25</u>	<u>\$102,099.52</u>
	<u>Admin Fund</u>	<u>Maint Fund</u>	<u>Total</u>														
• Assets:	\$ (16,560.15)	\$114,080.13	\$97,519.98														
• Liabilities:	\$ 263.58	\$ (4,843.12)	\$ (4,579.54)														
• <u>Equity</u>	<u>\$(16,823.73)</u>	<u>\$118,923.25</u>	<u>\$102,099.52</u>														
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:																
	<u>Not to the Manager's</u>																
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:																
	Licence Agreement between Lot 21 and Owners Corporation dated 01/12/1995 for 50 year for use of Common Property with regard to the Balcony eastern boundary.																
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:																
	Property Manager Agreement between the Owners Corporation and The Moorings at Metung Pty Ltd dated 31/10/2021. The Moorings at Metung Pty Ltd provide services as per the agreement for a fee of \$75,561.00 pa excluding GST. The current 3 year term expired on 31/10/2024 and a new 3 year term is being negotiated with revised duties and remuneration. Refer AGM Minutes.																
12.	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:																
	There are no notices or orders as at the certificate date above to the <u>Manager's knowledge</u> .																
13.	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:																
	<u>Not to the Manager's knowledge.</u>																
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:																
	The manager is Ace Body Corporate Management (St. Kilda) of Suite 2.1 / 63 Stead Street, South Melbourne. 3205																

15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	The manager is not aware of any proposal to appoint an administrator as at the certificate date above
16.	Documents required to be attached to the owners corporation certificate are:
	<p>A copy of the Minutes of the last Annual General Meeting</p> <p>A copy of the Owners Corporation Model Rules</p> <p>A copy of the Consolidated Rules</p> <p>A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"</p>
17.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:</p> <p>c/- Ace Body Corporate Management of Suite 2.1 / 63 Stead Street, South Melbourne. 3205</p>

This owners corporation certificate was prepared by:



Signature of delegate of the Owners Corporation – Manager – Robert Manallack in capacity as manager

Ace Body Corporate Management (Elwood/St Kilda)
Suite 2.1 / 63 Stead Street, South Melbourne. VIC. 3205.
Phone – 9696 9444
email – stkilda@acebodycorp.com.au

THE COMMON SEAL of OWNERS CORPORATION NO 1 PS 322371S
was affixed in accordance with section 20 of the *Owners Corporations Act 2006* (Vic) in the presence of:




Signature of registered manager

Robert Manallack

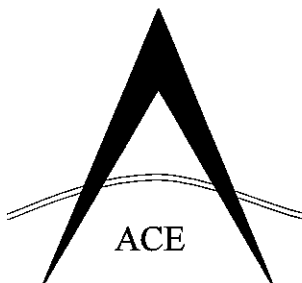
Name of registered manager

Date: 04 / 12 / 2024

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given. The information is subject to change without notice.

A verbal update may be provided on request, within 30 days after the date of issue.



Ace Body Corporate Management



The Moorings OCP 322371S

44 Metung Road, Metung 3904

Minutes of the Annual General Meeting held on the 24th November 2024
Held at 44 Metung Road, Metung and via Video Conference at 10:30 am

Present:

Lots 1 & 34	Jim & Barb Delany	Lots 16 & 17	John Bermingham
Lot 3	Elisabeth Mortensen	Lot 18	Proxy
Lot 4	Gillian Kearns	Lot 19	Michael Roberts
Lot 5	Proxy	Lot 20	Bryan Goodwin
Lots 7 & 11	Ian & Wilma Seymour	Lot 21	Jason Dick
Lot 8	Megan White	Lot 22	Marina Roberts
Lot 9	Kevin Howlett	Lot 23	Duncan Runcimam
Lot 10	Catherine Eldred	Lot 24	Proxy
Lot 12	John & Norma Bellerby	Lot 26	Paula & Allan Slater
Lot 14	Ros & Peter Turnley	Lot 27	Proxy
Lot 15	Sam Zappulla	Lot 28	Proxy
		Lot 29	Michael & Jan Fitzgerald

Apologies & Proxies:

Proxies were received from:

Harry & Tracey Paegert (Lot 5) proxy in favour of Ros Turnley (Lots 14)
George & Beverley Ronalds (Lot 18) proxy in favour of Ros Turnley (Lots 14)
Peter & Lisa Butcher (Lot 24) proxy in favour of Megan White (Lot 8)
John Ure (Lot 27) proxy in favour of Jim Delany (Lot 34)
John Miles (Arncliffe Pty Ltd) (Lot 28) proxy in Favour of Kevin Howlett (Lot 9)

Apologies were received from:

Frederick & Angelina Hooimeyer (Lot 25)
Andrew Howlett (Lot 33)

VOTING METHOD:

To be by show of hands - one vote per lot.

QUORUM:

It was noted that a quorum was achieved with members present and proxies held.

IN ATTENDANCE:

Robert Manallack of Ace Body Corporate Management

APPOINTMENT OF CHAIRPERSON:

Robert Manallack, Ace Body Corporate Management.

THE FOLLOWING RESOLUTIONS WERE PASSED:

CONFIRMATION OF MINUTES:

The minutes from the Annual General Meeting held on the 26th November 2023, were accepted as a true and correct record.

REPORTS

ONSITE MANAGER'S REPORT

The Onsite Manager's Report was distributed with the Notice of AGM. There were no matters arising from the report.

COMMITTEE REPORT

No Report tabled.

OWNERS CORPORATION MANAGER'S REPORT

The Owners Corporation Manager's report distributed with the Notice of AGM. There were no matters arising from the report.

GRIEVANCE REPORT

A Dispute Resolution Report was distributed with the AGM Notice. There were no matters arising from the report.

It was resolved to accept all reports.

ELECTION, APPOINTMENT & DELEGATION of AUTHORITY for COMMITTEE

Resolution 1

Following discussion by the members the proposed resolution was put to the members.

Proposed Resolution – Maintenance Plan

“The OC delegates to the Committee the power to seek reports from the Manager and provide all necessary instructions to the Manager regarding all issues arising under the approved Maintenance Plan for the Common Property.

In the event of an abnormal maintenance item and in the absence of exigent circumstances, the Committee shall refer the maintenance item in issue to the OC for guidance and, where necessary, resolution by postal ballot or otherwise.

An ‘abnormal maintenance item’ refers to a maintenance item with an expected cost in excess of \$15,000.”

Moved by: Michael Roberts Seconded: Marina Roberts Outcome: Resolution Carried

Resolution 2

Following discussion by the members “In the event that the expected cost of the maintenance item is in excess of \$20,000.....” was amended “In the event that the expected cost of the maintenance item is in excess of \$50,000.....”. The following proposed resolution was put to the members.

Proposed Resolution - Urgent Repairs and Maintenance of the Common Property

“The OC delegates to the Committee the power to give directions to and/or direct the Manager regarding issues that arise concerning the maintenance of the Common Property and which require urgent attention before the next general meeting (whether it be the AGM or otherwise).

In the event that the expected cost of the maintenance item is in excess of \$50,000 and in the absence of exigent circumstances, the Committee shall refer the matter to the OC for resolution, whether by postal ballot or otherwise.”

Moved by: Michael Roberts Seconded: Marina Roberts Outcome: Resolution Carried

Resolution 3

Following discussion by the members and noting the requirements of the Owners Corporations Act 2006, Model Rules for an Owners Corporation and Owners Corporations Amended Regulations 2021 the proposed resolution was put to the members.

Proposed Resolution - Authorisation of Individual Lot Owners to Alter the Common Property

“Where the Rules and/or the Act require the consent of the OC regarding the authorisation of individual lot owners to alter the Common Property, the power to give such consent is delegated to the Committee. Should the Committee form the view that the issue is more appropriately determined by the OC, then the Committee shall refer the issue to the OC for resolution by postal ballot or otherwise.”

Moved by: Michael Roberts Seconded: Marina Roberts Outcome: Resolution Carried

Resolution 4

Following discussion by the members and noting the requirements of the Owners Corporations Act 2006, Model Rules for an Owners Corporation and Owners Corporations Amended Regulations 2021 the proposed resolution was put to the members.

Proposed Resolution - Matters Arising Under the Rules and the Act Requiring Authorisation by the Owners Corporation

“Where the consent of the OC is required by any Rule of the OC or any provision of the Act, the power to give such consent is delegated to the Committee. Should the Committee form the view that the issue is more appropriately determined by the OC, then the Committee shall refer the issue to the OC for resolution by postal ballot or otherwise.”

Moved by: Michael Roberts Seconded: Marina Roberts Outcome: Resolution Carried

Resolution 5

Following discussion by the members the proposed resolution was put to the members.

Proposed Resolution - Financial Matters and General Management of the Moorings

"The OC resolves that, on behalf of the OC, the Committee is to:

1) receive/request quarterly reports from the Manager, prior to its quarterly meetings, regarding:

- a) occupancy levels being achieved at the Moorings;*
- b) revenue being generated from the operation of the Moorings;*
- c) any marketing campaigns or other promotional activities presently being undertaken or proposed to be undertaken in the future in relation to the Moorings; and*
- d) both OC funds as well as funds collected from individual members being expended in that connection.*

2) discuss marketing opportunities for the Moorings with the Manager with a view to exploring any opportunities that might be available to better promote the facilities available at the Moorings.

Moved by: Michael Roberts Seconded: Marina Roberts Outcome: Resolution Not Carried

ELECTION APPOINTMENT of COMMITTEE

The Owners Corporation Manager advised that amendments to the Owners Corporations Act 2006 effective 1st December 2021 limited the maximum number of committee members to 7 reducing the number from 12 unless otherwise resolved at the Annual General Meeting to increase the number of committee members. It was noted that the Owners Corporation Registered Rules, Rule 8(a) requires the number of committee members is not to exceed 12.

A resolution was proposed that in accordance with the Owners Corporation's Registered Rules, Rule 8(a) and Section 103 (1A) of the Owners Corporations Act 2006 that the maximum number of committee members until the next AGM be 9 members.

It was resolved:

In accordance with the Owners Corporation's Registered Rules, Rule 8(a) and Section 103 (1A) of the Owners Corporations Act 2006 that the maximum number of committee members be 10 members

The chair asked for nominations for the committee from the members present noting that two written nominations had been received prior to the meeting from John Ure and Barb Delany.

The following members nominated and were elected unopposed to form the committee of management for the period until the next Annual General Meeting.

It was resolved following members form the committee of management for the period until the next Annual General Meeting and be delegated authority as resolved in Resolutions 1, 2 3 and 4 above and powers and authority in accordance with the Owners Corporations Act 2006.

- Gillian Kearns (Lot 4)
- Megan White (Lot 8)
- John Bellerby (Lot 12)
- Ros Turnley (Lot 14)
- Bryan Goodwin (Lot 20)
- Jason Dick (Lot 21)
- Paula Slater (Lot 26)
- John Ure (Lot 27)
- Jan Fitzgerald (Lot 29)
- Barb Delany (Lot 34)

Election of Chairperson and Secretary

The following were elected unopposed:

Chairperson: Jan Fitzgerald

Secretary: Gillian Kearns

REVISED CARETAKER DUTIES & RECOMMENDED REMUNERATION

The onsite Property Manager, Jim Delany, reported that the Property Management Agreement expired on 31st October 2024 and whilst The Moorings at Metung Pty Ltd had formally notified the Owners Corporation of its intention to exercise a further three (3) year option of the Property Agreement, as detailed in the agreement, had not been executed as the Manager's Functions, Schedule 1, were out of date not reflective of the current duties being performed and non-compliant to government regulations as detailed in the Leary & Partners (LP), Caretaker Duties Recommended Remuneration Report dated 9th August 2024 and the

Management Rights Advice & Services Consultants (MRAS), Duties List and Remuneration Assessment dated 29th October 2024.

The members discussed and acknowledge the Property Manager's Functions attached to the previous Property Management Agreement are obsolete and not reflective of the current functions. The discussions also address the issue of continuing Property Manager's functions in lieu of an executed agreement for the next 3 years.

It was Resolved:

- That the Committee and the Property Manager's would undertake a review of the functions in the LP and MRAS reports to determine the functions contained in the task schedule which must comply with all relevant all government standards and regulations. This may require review by a suitable qualified professional person. The review of the functions / duties is to include the time allotted to the functions to maintain the common property to the standards required.
- That the Committee and the Property Manager's determine the remuneration for the agreed functions based in the current industry remuneration rates.
- As an interim measure the Property Manager's would continue performing their current functions and at the remuneration as per the Property Management Agreement effective 1st November 2024 (\$75,561.00 pa ex GST) to be paid monthly (\$6,296.75 per month ex GST) until the revised functions and remuneration are agreed by all parties and incorporated into the Property Management Agreement effective from 1st November 2024.
- That on execution of the Property Management Agreement effective from 1st November 2024, by all parties, the differential remuneration between the remuneration of \$75,561.00 pa ex GST / \$6,296.75 per month ex GST be back dated to 1st November 2024 and paid to the Property Manager's.

INSURANCE COVER:

The OC Manager outlined the importance in having the Owners Corporation building valued to ensure that it is adequately covered and outlined Liability cover, Catastrophe insurance, Office bearers insurance and Fidelity insurance.

The OC Manager advised the building was valued in January 2023 valuing the replacement value at 20,640,000 which is the current insured value.

The manager tabled the current insurance renewal premium quotations for the Building Sum Insured:

- Longitude Insurance (current insurer) - \$55,423.08
- CHU Underwriting Agencies – \$79,098.76
- Strata Unit Underwriters - \$112,283.10

It was Resolved:

- To reinsure with Longitude Insurance, premium \$55,423.08
- To obtain competitive premium quotations for the 2024 insurance renewal
- That the Committee be delegated the authority to review that quotations and provide direction as to the renewal of the insurance policy.

Insurance Excess:

Note that the Lot/Unit Owner may be responsible for the Claim Excess should the cause of the damage emanate from within the Lot/Unit Owners property noting the current excesses being:

- Longitude - Commercial Strata Insurance – Earthquake – \$5,000, Storm, Tempest & Rainwater \$5,000.00, Jetty / Pontoon \$5,000.00 Legal Defence expenses \$1,000.00 plus 10% contribution, Flood \$2,000.00 and all other claims excess \$5,000.00
- Business Insurance – Excess \$500.00 all claims
- Marine Operators Liability (Jetty) Insurance – Excess \$1,500.00 all claims

Managers' Disclosure

In accordance with Section 122B of the Owners Corporation Act 2006 the Manager advises that we receive a commission of 20% of the base insurance premium for Insurance purchased by the Owners Corporation from CHU Underwriting Agencies, Strata Unit Underwriters, Strata Community Insurance, Expert Strata Insurance and Honan Insurance Group. The total commission received for placing the 2023/24 Insurance was \$8,111.59 (excluding GST). This in no way affects the Owners Corporation insurance premiums.

Manager advises members that advice given as part of the discussion of all insurances, is General Advice only & not Personal Advice.

BUILDING MAINTENANCE REVIEW:

These matters are addressed in the Onsite Manager's Report and the items nominated as part of the Maintenance Fund Budget for 2024/25.

The Onsite Manager highlighted the deterioration of the rusting steel in the pool building which the members discussed noting that whilst the issue is not urgent plans need to be evolved to address the potentially costly rectification.

It was Resolved:

- The Onsite Manager to engage Slap Architects to investigate the steel deterioration and to provide a scope of works and cost estimate for the rectification.

Essential Safety Measures & OH&S Report

It was reported that the Owners Corporation Committee review the Essential Safety Measures and OH&S requirement at each Committee meeting taking appropriate actions where necessary.

The Owners Corporation Manager reported that with changes to the Residential Tenancy Act in March 2021 it is requirement of all landlords and providers of rental accommodation meet minimum standards which including a safety check of all electrical wiring and switchboards noting that as the electrical wiring and switchboards are contained with the lot boundaries the cost of the safety checks are a lot owners responsibility.

Please refer to the attached document which details the requirements.

It was Resolved:

- That the Committee be delegated the authority to review, monitor and take appropriation action to rectify all Essential Safety Measures and OH&S issues.

FINANCIAL:

Confirmation of Financial Statements to 31st October, 2024

Financial Statement for the financial year to 31st October, 2024 were circulated with the notice of meeting.

It was Resolved that the statement represented a true and correct record.

Administration Budget & Contribution Fees to 31st October 2025:

A suggested budget of expenditure and member contributions was circulated with the Notice of Meeting.

It was Resolved:

- To adopt the proposed Expenditure and Member Contributions of \$271,430.00 (GST exclusive), \$298,573.00 (GST inclusive) for the year ending 31st October, 2024.
- Delegate the power to the Committee to Raise a Special Levy should any additional funding be required.

Maintenance Budget & Contribution Fees to 31st October 2025:

A suggested budget of expenditure and member contributions was circulated with the notice of meeting.

It was Resolved:

- To adopt the proposed Expenditure and Member Contributions of \$136,850.00 (GST exclusive), \$150,535.00 (GST inclusive) for the year ending 31st October, 2024.
- Delegate the power to the Committee to Raise a Special Levy should any additional funding be required.

Debt Collection & Penalty Interest

Penalty Interest

The Owner Corporation Act 2006 provides for the charging of Penalty Interest on overdue fees & levies at the Government Gazette Rate currently 10.0%.

It was resolved:

- To charge of Penalty Interest on any overdue fees and levies in accordance with the rate as per the Government Gazette Rate.
- That Legal Fees incurred by the Owners Corporation in recovery of unpaid Fees and Charges be charged to the defaulting Lot Owner.

APPOINTMENT OF OWNERS CORPORATION MANAGER

The Manager reported that the Contract of Appointment of Owners Corporation Manager expires on 26th November 2025. The manager advised that Owners Corporations Act 2006 (as amended), appointment contracts can no longer be rolled over for a further year. Contracts must be renewed for terms not exceeding 3 years.

It was resolved:

- By all members present that Ace Body Corporate Management (St. Kilda) be appointed as manager of the Owners Corporation for 3 years.
- It was further resolved to execute the seal, in accordance with the Act, on the Contract of Appointment – Owners Corporation Manager. It was further resolved by all members present to assign the management rights to Ace Body Corporate Management.
- It was also resolved by all members present that the Owners Corporation delegates to the Manager the powers and functions set out in the Contract of Appointment Owners Corporation Manager. Such delegation includes the power to sign on behalf of the Owners Corporation certificates in accordance with Schedules 151 and 204, Owners Corporations Act 2006 and any contracts or documents not requiring the seal of the Owners Corporation. Such delegation will also include the power of the Owners Corporation to delegate the functions and duties set out Contract of Appointment to the Manager so that such powers and functions may be exercised or performed by any employee of the Manager to whom the manager delegates all or any such powers and functions.
- The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than powers or functions that require a unanimous resolution or a special resolution) that are necessary to enable the Manager to perform its duties under the Appointment.

OTHER BUSINESS:

Conference Room Utilization

Rohan White (Lot 8) raised the issue of the Conference Room Rental which is currently rented to the Property Managers for \$500.00 pa suggesting that a more competitive rent could be obtained if the facility was offered more widely and attacked increased occupancy of the resort.

It was Resolved:

- That the Committee would consider the possibilities of a more competitive rental for the facility and enhancing the occupancy of the resort.

Date of the next Annual General Meeting

It was Resolved:

- November 2025 date to be advised.

CLOSING

The meeting closed at 2:09 pm with the Chairperson thanking all members for their attendance and valuable contributions.

Chairperson

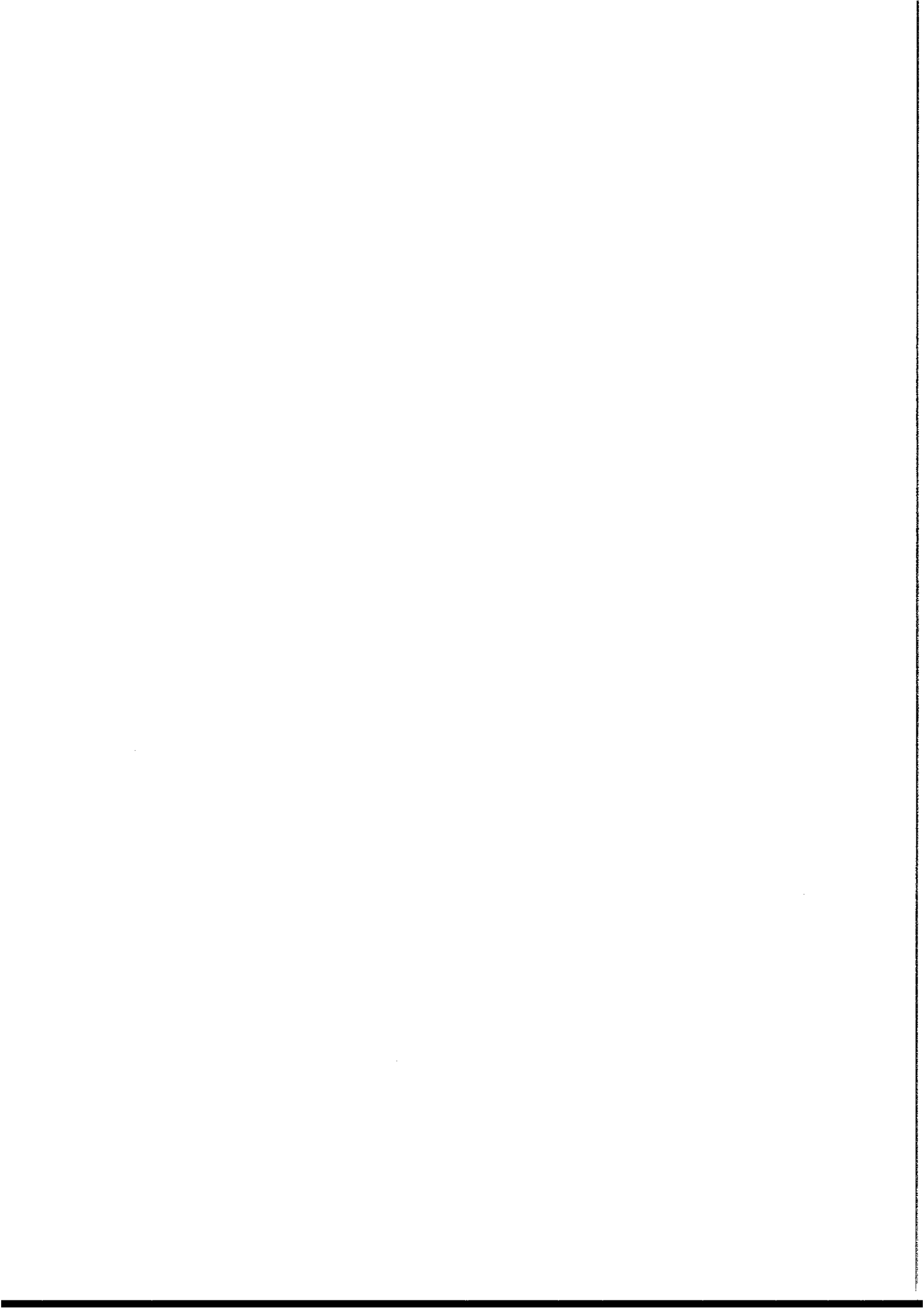
Date

Member Contributions 2024/25:

Administrative Fund \$298,573.00 (including GST)

Maintenance Fund \$150,535.00 (including GST)

Lot	Liability		Admin Fund		Maint Fund		Total per 6 Months
			Per Year	Per 6 Months	per year	Fund per 6 Months	
1	1	64	\$19,108.67	\$9,554.34	\$9,634.24	\$4,817.12	\$14,371.46
2	10	21	\$6,270.03	\$3,135.02	\$3,161.24	\$1,580.62	\$4,715.63
3	11	21	\$6,270.03	\$3,135.02	\$3,161.24	\$1,580.62	\$4,715.63
4	12	21	\$6,270.03	\$3,135.02	\$3,161.24	\$1,580.62	\$4,715.63
5	13	21	\$6,270.03	\$3,135.02	\$3,161.24	\$1,580.62	\$4,715.63
6	8 & 9	25	\$7,464.33	\$3,732.16	\$3,763.38	\$1,881.69	\$5,613.85
7	6 & 7	25	\$7,464.33	\$3,732.16	\$3,763.38	\$1,881.69	\$5,613.85
8	14	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
9	16	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
10	18	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
11	20	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
12	22	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
13	24	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
14	26	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
15	28	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
16	30	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
17	32	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
18	33	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
19	31	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
20	29	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
21	27	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
22	25	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
23	23	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
24	21	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
25	19	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
26	17	28	\$8,360.04	\$4,180.02	\$4,214.98	\$2,107.49	\$6,287.51
27	15	37	\$11,047.20	\$5,523.60	\$5,569.80	\$2,784.90	\$8,308.50
28	34	18	\$5,374.31	\$2,687.16	\$2,709.63	\$1,354.82	\$4,041.97
29	35	17	\$5,075.74	\$2,537.87	\$2,559.10	\$1,279.55	\$3,817.42
30	36	17	\$5,075.74	\$2,537.87	\$2,559.10	\$1,279.55	\$3,817.42
31	37	17	\$5,075.74	\$2,537.87	\$2,559.10	\$1,279.55	\$3,817.42
32	38	17	\$5,075.74	\$2,537.87	\$2,559.10	\$1,279.55	\$3,817.42
33	39	21	\$6,270.03	\$3,135.02	\$3,161.24	\$1,580.62	\$4,715.63
34	Office	45	\$13,435.79	\$6,717.89	\$6,774.08	\$3,387.04	\$10,104.93
		1000					
Total:			<u>\$298,573.00</u>	<u>\$149,286.50</u>	<u>\$150,535.00</u>	<u>\$75,267.50</u>	<u>\$224,554.00</u>



The Moorings

Electrical Compliance Regulations

Dear Owner/s,

As reported at the Annual General Meeting the requirements of the Residential Tenancy Act were amended in March 2021 to include a number of safety requirements one of which is the requirement to have Electrical Safety Check to be carried out by the landlord or rental provider of tenanted properties. The following is an extract from Energy Safe Victoria web site.

“Electrical safety check

Rental providers must ensure an electrical safety check of all electrical switchboards, wiring and fittings in the premises is conducted every two years by a licensed electrician.

If requested, they must also provide the renter with the date of the most recent safety check, in writing.

The safety check must be conducted in accordance with section 4 of AS/NZS 3019:2022 “Electrical installations—Periodic assessment”.

If an electrical safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

If the safety check shows electrical repairs are needed to make the property safe, the rental provider should engage a registered electrical contractor (REC) or a licensed electrician employed by a REC to do the repair work.”

The Committee in considering the Electrical Safety Check requirements raised the issues as to whether or not the requirements are application to Holiday Accommodation properties.

Advice was sought from Australian Essential Services Group (AESG) who advised:

That whilst the Occupancy Certificates classify the Moorings building as Classes 2 & 7 and given the current use of the property as short term holiday letting the property should be classified as a Class 3 building. Refer to the Building Classification definitions and Electrical Safety Standard AS/NZS 3276:2022 attached.

AESG then referred to the Electrical Safety Standard AS/NZS 3276:2022 which is the electrical safety standard applicable to Class 3 buildings which requires the electrical cables, power points, switchboard etc within each apartment to be inspected and tested every 6 months and fully operationally tested every 2 years and records maintained as required under the standard.

As the Electrical Safety Compliance relates to private lots this is a lot owner responsibility and cost.

Please ensure that the required electrical safety requirements are complied with as soon as possible and have Compliance Records sent to our office.

Note Penalties can be issued for non-compliance being:

- Landlord 150 Penalty Units - \$29,638.50
- Body Corporate 750 Penalty Units - \$148,192.50

Building Classes

“Class 2. Domestic apartment buildings – a building containing two or more sole-occupancy units where people live above, beside or below each other. This class may also include single-storey attached dwellings with a common space below, such as a carpark.”

“Class 7: Carparks - Buildings that is used for the parking of motor vehicles but is neither a private garage nor used for the servicing of vehicles, other than washing, cleaning or polishing.”

“Class 3. Residential buildings other than a Class 1 or Class 2 building providing long-term or transient accommodation for a number of unrelated persons. For example:

- boarding house
 - hotel, motel or guest house
 - hostel or backpackers
 - student accommodation or workers' quarters
 - residential care building.
-

Electrical Safety Standard AS/NZS 32760:2022

The following tests are required under AS/NZS 3760:2022:

- Inspection visually and manually.
- Earth Leakage Testing.
- Polarity.
- Earth Continuity Testing.
- Insulation Resistance Testing.

Keeping Records

- AS/NZS 3760:2022 requires keeping certain records to create a detailed history of tests:
- A test tag must be attached to each item tested with certain information including when the test was performed, who tested the items, the status of the item whether it passed or failed the test, and when the item should be tested again.
- A detailed history of all the tested items and results along with an asset register.
- A detailed record of the results including damaged and faulty items and what repairs should be done.

Requirements of Retesting

According to the nature of workplace environment and equipment, intervals between inspection and tests differ.

4. Residential Type Areas Such as Hotels, Halls, Motels, and Accommodation Houses

- **Class I equipment, Class II Equipment, Cord Sets, Cord Extension Sets, and EPOD's:** 2 years.
- **Residual Current Devices (RCD's)**
 - **Push-Button Test by User:**
 1. Fixed: 6 months
 2. Portable: 6 months
 - **Operating Time and Push-Button Test**
 1. Fixed: 2 years.
 2. Portable: 2 years.

**CONSOLIDATED RULES
OWNERS CORPORATION PS 322371S**

Additional Rules

Pursuant to section 138 of the *Owners Corporation Act 2006* ("the Act") and the *Owners Corporations Regulations 2018* ("Regulations")

Made by special resolution passed on 27th November 2022

1. Interpretation

In these Rules the following words and phrases shall be attributed with the following meanings:

- (a) the "Act" means the *Owners Corporations Act 2006*.
- (b) the "Owners Corporation" means the Owners Corporation of Plan of Subdivision No. PS322371S.
- (c) the "Chairperson" means the person elected by the Owners Corporation from time to time to perform that function.
- (d) the "Owners Corporation Committee" means the Committee comprised of members of the Owners Corporation or their representatives established in accordance with the provisions of Rule 8 hereof.
- (e) the "Owners Corporation Manager" means The Moorings at Metung Pty Ltd (ACN 124 583 633) and/or any other Manager, if any, appointed hereafter from time to time pursuant to the Act and Regulations.
- (f) "Owners Corporation Funds" means all Owners Corporation levies, calls or contributions made by the members of the Owners Corporation to a common fund maintained by the Owners Corporation Manager comprising the funds of the Owners Corporation as ratified and directed by the Owners Corporation.
- (g) "Regulations" means the Owners Corporation Regulations 2018.
- (h) the "Moorings" means the Holiday Resort Complex operated on the land of the subject of Plan of Subdivision No. PS322371S.
- (i) the "Model Rules" means the Model rules set out in Schedule 2 of the Regulations. A copy of the Model Rules appears as annexure I to these Rules.
- (j) In interpreting these Rules any words, terms or phrases which are defined in the Subdivision Act 1988, the Act and Regulations made there under are attributed a like meaning in these Rules.
- (k) Words importing any particular gender shall where the context requires include all other genders.
- (l) Words importing the singular shall where the context requires include the plural and vice versa.
- (m) Wherever there is a conflict between the provisions of any of the Model Rules and any of the Rules contained within the additional rules set out herein, then the provisions of the additional rule in question shall prevail.
- (n) "The objectives of the Owners Corporation" are those objectives set out in Rule 2 of these additional rules.
- (o) The objectives of the Owners Corporation are to be used as an aid in construing the meaning and intent of any of the Rules contained herein.

2. The objectives of these Rules are to: -

- (a) better facilitate the operation of the Moorings;
- (b) to put procedures in place whereby the Owners Corporation can, as nearly as practicable, ensure that the Moorings retains its position as a complex offering holiday and resort style accommodation of the highest possible standard in order that its standing as a resort offering pre-eminent accommodation, leisure and boating facilities in the village of Metung and more generally in the Gippsland Lakes region of Victoria is maintained at all times.

3. Use of Lots

- (a) Members and occupants shall only use or permit to be used the Unit for residential purposes and no other purpose without the prior written consent of the Owners Corporation and the Holiday Letting Manager.
- (b) No Unit shall be leased for any purpose or advertised or offered for occupancy other than through the Holiday Letting Manager.
- (c) Subject to any arrangement in existence upon the commencement of these rules, or that may hereafter be negotiated between the Holiday Letting Manager and any individual member of the Owners Corporation, individual units within the Moorings shall be let by the Holiday Letting Manager on behalf of the Owners' thereof in accordance with the standard Holiday Letting Management Agreement.
- (d) Subject to the Holiday Letting Management Agreement the Owner of any Unit shall be entitled to occupy the Unit free of charge, save for cleaning charges as determined from time to time. The occupation of the Unit by the Owner shall at all times be subject to the Unit not having been previously booked by a tenant or, if booked by a tenant, that tenant being able or willing to be accommodated in an alternative Unit, subject to the current Holiday Letting Management Agreement relating to the particular unit in question.

4. Members and Occupants shall perform and observe the provisions of these Rules in relation to any part of the premises as are occupied by them.

5. The Owners Corporation hereby acknowledges that there are nine levels of accommodation within the Moorings:

- (a) Bancroft Bay 2 bedroom apartments (Units number 16, 17, 18, 19, 24, 25, 28, 29, 32 and 33).
- (b) Bancroft Bay 3 bedroom apartments (Units number 14, 15, 20, 21, 22, 23, 26, 30 and 31).
- (c) Town houses (Units number 10, 11, 12 and 13).
- (d) Executive Suite (Unit number 27).
- (e) 2 bedroom studio apartment (Unit number 39).
- (f) 1 bedroom studio apartments (Units number 34, 35, 36, 37 and 38).
- (g) Deluxe 1 bedroom suites (Units number 7 and 8).
- (h) Luxury motel units (Units number 1, 4, 5, 6 and 9).
- (i) Luxury motel units with spa (Units number 2 and 3).

6. Positive/Negative Obligations

- (a) Outside wireless and television aerials may not be erected without the permission of the Owners Corporation.
- (b) No structural alterations shall be made to any Unit (including any alteration to water and electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any Unit and including the installation of any air-conditioning system) without the prior permission in writing of the Owners Corporation.

- (c) Members and occupants shall not paint or affix any sign, advertisements, notices or posters to or on any part of external surface of the Unit, nor do anything to vary the external appearance of their Unit without the prior consent of the Owners Corporation.
- (d) Pathways and driveways on "The Moorings" property and any easement giving access to the Units shall not be obstructed by any of the occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective Units and no occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, driveways and easements.
- (e) An occupier shall not obstruct nor deposit anything on any path, roadway, pool area or other part of the common property in "The Moorings" nor injure nor dirty any part thereof.
- (f) An occupier shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from balconies of "The Moorings" buildings. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the occupier concerned.
- (g) Incinerators and garbage cans shall be placed only where approved by the Owners Corporation and used only for the purpose for which they are intended.
- (h) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight.
- (i) No clothing, bedding, towels or other articles shall be hung on the windows, balconies or on the outside of the Units or windows thereof.
- (j) No animals or birds shall be kept in any Unit without the written consent of the Owners Corporation which consent may at any time be withdrawn.
- (k) Members and occupants shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the Unit nor any other way cause or increase a risk of fire explosion in their Unit and shall not do any act or thing whereby any policy of insurance on "The Moorings" or any part thereof may become void or voidable or which may increase the premium in respect of such insurance.
- (l) Guests leaving after 11.00 pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when occupants return to Units late at night or in the early morning hours and when using the swimming pool area after sunset up to the time allowed by management.
- (m) The duties and obligations imposed by these regulations and rules on occupiers of the Units shall be observed not only by the occupier but by the members, tenants, guests, servants, employees, agents, children, invitees and licensees and in this regard, occupiers shall be responsible for the observance of and compliance with any duties and obligations imposed upon such persons.
- (n) Each member must ensure that:
 - (i) Occupiers and their families shall not use the swimming pool area before 7.30 am and after 8.30 pm without the prior written consent of the Owners Corporation or its Managing Agent.
 - (ii) Children below the age of 12 are not permitted in or around the swimming pool unless accompanied by an adult member or occupant at all times and do not run, splash or behave in any matter that is likely:
 - A. To be a nuisance to occupiers of adjacent lots or the occupiers of adjacent land external to the scheme; or
 - B. Interfere with the use and enjoyment of the swimming pool by any other person.
 - (iii) Alcoholic beverages, food and glassware are not taken in or around the swimming pool areas;
 - (iv) Food and beverages are not consumed in the pool enclosures;
 - (v) Caution is exercised around the swimming pool area at all time; and
 - (vi) Occupiers do not swim naked.

- (o) The Owners Corporation Committee may make rules and regulations from time to time relating to the swimming pool areas.
 - (p) A Member or occupant must not without proper authority from the Owners Corporation Committee operate, adjust, or interfere with the operation of any equipment associated with the swimming pools or add any chemical or other substance to the swimming pools.
 - (q) A Member or occupant must ensure that:
 - (i) Occupiers and their families shall not use the tennis court before 9.00 am and after 6.00 pm, without the prior written consent of the Owners Corporation or its Managing Agent;
 - (ii) No activity other than the playing of tennis is carried out on the tennis court;
 - (iii) No footwear other than non-marking soled shoes are to be worn on the tennis court;
 - (iv) The tennis court is not used outside of the hours designated.
 - (v) Members or occupants with reservations for the use of the tennis court shall have priority over those who have not reserved the tennis court; and
 - (vi) Children below the age of 12 years are not permitted to use the tennis court unless accompanied by an adult Member or occupant.
 - (r) The Owners Corporation Committee may make rules and regulations from time to time relating to the use of the tennis court.
 - (s) Smoking
 - (i) Members, occupiers and their invitees must not smoke on any part of the common property of the Owners Corporation.
 - (ii) Members, occupiers and their invitees must not allow tobacco or other smoke to drift from any Unit or the balcony of a Unit into any part of another Unit including via air ducts or ventilation systems.
 - (iii) Members, occupiers or invitees must ensure when smoking in any Unit or on the balcony of the Unit that no smoke drifts into a neighbouring Unit so as to cause a hazard to the health, safety and security of any member, occupier or invitee or a nuisance to any member, occupier or invitee.
7. To the extent that it is legally able to do so, pursuant to the provisions of the Act and Regulations the Owners Corporation shall appoint at a fee to be determined annually, a managing agent to perform the managerial functions required of the Owners Corporation including: -
- (a) To collect Owners Corporation fees from members of the Owners Corporation and to give receipts for those fees;
 - (b) To issue all Owners Corporation Certificates and retain any fees paid;
 - (c) To operate a separate account for or on account of or in the name of the Owners Corporation;
 - (d) To maintain all books of accounting including separate records for the Owners Corporation where a separate account is established, and to prepare and deliver to the Owners Corporation quarterly reports on any maintenance programs presently being undertaken at The Moorings;
 - (e) Preparing statements of income and expenditure and to submit a report to the annual general meeting of the members of the Owners Corporation;
 - (f) To convene the Annual General Meeting and such other meetings as may be required by the Owners Corporation;
 - (g) To maintain insurance policies and process all claims from members of the Owners Corporation;
 - (h) To effect and maintain a public liability insurance policy of not less than \$20,000,000.00, as required by the Act and Regulations.

8. Committee of the Owners Corporation

- (a) At every Annual General Meeting the Owners Corporation shall elect not less than 3 nor more than 7 of their number to constitute the Committee of the Owners Corporation provided that the Owners of Lot 34 shall be members of the Owners Corporation committee.
- (b) The function of the Committee of the Owners Corporation is to meet on a roughly quarterly basis (February, May, August and October of each year) to discuss all relevant issues relating to the Owners Corporation and common property of the Moorings including without limiting the generality of that statement;
 - (i) To discuss any maintenance programs presently being undertaken at the Moorings;
 - (ii) To discuss any urgent items that require attention relating to the Owners Corporation and common property of the Moorings.

9. Chairperson of the Owners Corporation

- (a) The appointment of the Chairperson of the Owners Corporation shall generally be in accordance with Section 105 of the Act subject to the provisions set out in this Rule.
- (b) Subject to the provisions of this Rule, the tenure of the Chairperson shall be for the period of one (1) year and the position of the Chairperson shall automatically become vacant.
- (c) The Chairperson shall be the Chairperson of the Owners Corporation as well as the Committee.
- (d) In the event that the Chairperson, during the period of his or her tenure, either:
 - (i) Ceases to be a member of the Owners Corporation; or
 - (ii) For some other reason does not wish to or is unable to continue in the position of Chairperson;he or she shall (in so far as possible) give notice of his or her intention to do so to the Owners Corporation Manager and the Owners Corporation Manager shall inform the Committee at the next meeting of the Committee so that they can appoint one of their number to perform the role of Chairperson until the date of the next Annual General Meeting of the Owners Corporation.
- (e) The duties of the Chairperson are:-
 - (i) As far as possible to chair all meetings of the Owners Corporation and the Committee and ensure as far as possible that the proceedings of such meetings are orderly and conducted in a manner which permits all members present an equal opportunity to express their opinion on any issue raised;
 - (ii) To act as the Owners Corporation's representative in any dealings with the Owners Corporation Manager or Property Manager which any member requests it to undertake;
 - (iii) To act in accordance with the responsibilities and obligations as prescribed in the Act and Regulations.

10. Meetings of the Owners Corporation

- (a) An Annual General Meeting of the Owners Corporation shall be held during the month of November each year, unless specified otherwise.
- (b) The meeting shall be held at the Moorings, unless specified otherwise.
- (c) The precise date and time of the Annual General Meeting shall be decided upon during the meeting of the Committee in or about the month of May each year.
- (d) Upon the Committee and the Owners Corporation Manager reaching agreement as to when the Annual General Meeting should take place, the Owners Corporation Manager shall as soon as practicable and in any event not less than 60 days before the appointed date for the meeting inform each member of the Owners Corporation in writing of the date and time of the proposed meeting.

- (e) Not less than 14 days before the date of the proposed meeting the Owners Corporation Manager shall provide a written agenda of the issues which the Committee and/or it wishes to raise at the Annual general meeting.
- (f) Notwithstanding the provisions of sub-rules (a) to (e) hereof, if
 - (i) The Owners Corporation Manager considers a Special General Meeting of the Owners Corporation ought to be held; or
 - (ii) 3 or more members of the Owners Corporation inform the Owners Corporation Manager of their requirement for a Special General Meeting of the Owners Corporation, in consequence of a matter which has arisen concerning the affairs of the Owners Corporation, the Owners Corporation Manager shall give 14 clear days written notice of the calling of an Extraordinary General Meeting to all members of the Owners Corporation.
- (g) For the purposes of sub-rule (f) hereof the notice given by the Owners Corporation Manager shall include details of the time, date and place of the proposed meeting together with details of the matter proposed to be raised at such meeting.

11. Conduct of Meetings of the Owners Corporation

The conduct of meetings of the Owners Corporation shall be in accordance with Part 4 of the Act.

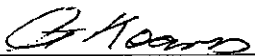
12. Owners Corporation Funds

- (a) At every Annual General Meeting the Owners Corporation shall agree upon the amount which the Owners Corporation in total shall contribute to Owners Corporation Funds in the coming year and the way in which such contributions will be made.
- (b) Each member of Owners Corporations' contributions towards the total of the Owners Corporation Funds shall be in accordance with that members lot liability on the Plan of Subdivision.

13. Owners Corporation Expenses

At each Annual General Meeting the Owners Corporation Committee shall present to the Owners Corporation a budget of proposed expenditure for the coming year and the Owners Corporation will, if it thinks fit, authorise the Owners Corporation Manager to expend the I certify that this is a true copy of the Consolidated Rules made by Special Resolution of the

I certify that this is a true copy of the Consolidated Rules made by Special Resolution of the Owners Corporation on the day 27th of November 2022

Signed: 

Name: WILLIAM KEARNS

Secretary of Owners Corporation PS322371S

Date: 13/3/2023

Lot 4, Unit 12 / 44 Metung Road, Metung VIC 3904

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

A committee may appoint members to a sub-committee without reference to the owners corporation.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

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

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at
1 December 2021



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LODGED BY Warren, Graham & Murphy

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APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 Planning and
Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under Section
173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a Memorandum of Agreement be entered on the Certificate of Title to the land referred to.

LAND Certificate of Title Volume 7046 Folio 010

ADDRESS OF LAND Metung Road, Metung

RESPONSIBLE AUTHORITY Shire of Tambo

PLANNING SCHEME Tambo Shire Planning Scheme

AGREEMENT DATE

3rd May, 1990

AGREEMENT WITH

BULL'S SHIPYARD PTY. LTD.
as owner

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of Officer

Date

SHIRE OF TAMBO
[Signature]
SHIRE SECRETARY
Graham R. Hill

8/6/90

Prepared by Warren, Graham & Murphy of 119 Main Street, Bairnsdale (IRC:vca)

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



[Handwritten mark]

THIS AGREEMENT is made the 3rd day of July 1990
BETWEEN:

THE PRESIDENT COUNCILLORS AND RATEPAYERS

OF THE SHIRE OF TAMBO (the Council)
of Municipal Office, Lakes Entrance of the first part

- and -

CENTRE LINE CORPORATION PTY. LTD. (the Developer)

of 111 Station Street, Malvern of the second part

- and -

BULL'S SHIPYARD PTY. LTD. (the Owner)

of Metung of the third part

WHEREAS:

- A. The Owner is the registered proprietor of the land described in the First Schedule hereto ("the subject land").
- B. The Developer has made Application to the Council for the erection of seven 2 storey flats, seven shops, five offices, a restaurant, a licensed bistro and associated carparking and landscaping on land being Lot 2 on Plan of Subdivision 17493 Parish of Bumberrah being the land comprised in Certificate of Title Volume 8200 Folio 751 ("the development site").
- C. The Council has granted to the Developer Planning Permit No. 5028 dated 5th December 1989 ("the Permit") for the development on the development site as described in B above subject to conditions including a condition as follows:-

"15. That a Section 173 Agreement in accordance with the Planning and Environment Act 1987 be entered into between Council, Centre Line Corporation Pty. Ltd. and Bull's Shipyard Pty. Ltd. for the leasing of an area of land for the accomodation of approximately 8 car parking spaces of the Bull's Shipyard property, Metung Road, Metung, for the purposes of Stage 1 development of the Slipway Project hereby permitted by Permit No. 5028. That the Agreement stipulate that this carpark area be provided in a crushed rock surface and be maintained as such for the use of the development permitted under Permit No. 5028 for a period of time until and when

the redevelopment of the adjoining property occurs. Such Agreement shall be prepared at the cost of the applicant/owner and shall be implemented prior to any building approvals being issued for the development hereby permitted, to the satisfaction of the Responsible Authority."

- D. To assist the development the Owner has agreed with the Developer to accommodate on the subject land the 8 car spaces as stipulated in the Permit for the use of the development permitted by the Permit until such time as the Owner develops the subject land in accordance with Permit Application 5029 granted to the Owner.
- E. The Council, the Developer and the Owner has agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173(1) of the Planning and Environment Act 1987 ("the Act").

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement unless inconsistent with the context or subject matter:-
 - "Owner" shall mean the person or persons entitled from time to time to be registered as by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land.
- 2. The Owner with the intent that the covenants hereunder shall run with the land hereby covenants and agrees that the Owner (which term shall include the Owner or Owners of the subject land or any part thereof from time to time) will:-
 - 2.1 Comply with Condition 15 of the Permit insofar as that Condition refers to the 8 car parking spaces and in particular to allow for car parking purposes 8 spaces on an area provided with a crushed rock surface and maintained as such for the use of the development site until such time as the Owner's development of the subject land occurs in accordance with Planning Permit 5029 granted by the Council to the Owner.
- 3. The Owner agrees to do all things necessary to enable the Council to register a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further Agreement, acknowledgement or document to enable the said memorandum to be registered under that Section.

The Developer covenants and agrees with the Council and the Owner to pay the Council's and the Owner's costs of and incidental to the preparation and execution of this Agreement and the registration of a memorandum of the Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or registration of the memorandum.


This Agreement will end pursuant to Section 177 of the Act on the development of the subject land by the Owner pursuant to Planning Permit 5029.

The Developer covenants with the Owner:-


- (a) that this Agreement does not constitute any proprietary right, lien, charge, encumbrance or other entitlement in favour of the Developer or other person;
- (b) that any expense required in the establishment of the carparking spaces required in accordance with the Permit is met by the Developer.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

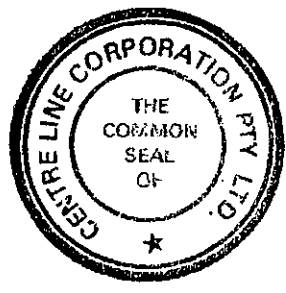
THE COMMON SEAL of THE PRESIDENT)
COUNCILLORS AND RATEPAYERS OF THE)
SHIRE OF TAMBO was hereunto affixed)
 in the presence of:)


Councillor

.....Councillor


Shire Secretary

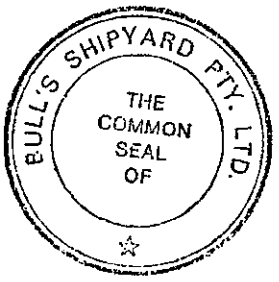
THE COMMON SEAL of CENTRE LINE CORPORATION PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:



Josh H. [Signature]
.....Director

[Signature]
.....Director/Secretary

THE COMMON SEAL of BULL'S SHIPYARD PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:



[Signature]
.....Director

[Signature]
.....Director/Secretary

FIRST SCHEDULE

Lot 1 on Plan of Subdivision 17493 Parish of Bumberrah being the whole of the land comprised in Certificate of Title Volume 7046 Folio 010

Property Clearance Certificate

Land Tax



INFOTRACK / CRAWFORD & SMART PTY LTD

Your Reference: 240394
Certificate No: 80040901
Issue Date: 24 SEP 2024
Enquiries: ESYSPROD

Land Address: UNIT 37, 44 -48 METUNG ROAD METUNG VIC 3904

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24215718	31	322371	10367	804	\$500.00

Vendor: CATHERINE JANE TEED
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS CATHERINE JANE LEE	2024	\$70,000	\$500.00	\$0.00	\$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$210,000
SITE VALUE:	\$70,000
CURRENT LAND TAX CHARGE:	\$500.00



Notes to Certificate - Land Tax

Certificate No: 80040901

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only


LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$70,000

Calculated as \$500 plus (\$70,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY 	Bill Code: 5249 Ref: 80040901
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD 	Ref: 80040901
Visa or Mastercard	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / CRAWFORD & SMART PTY LTD

Your Reference: 240394
Certificate No: 80040901
Issue Date: 24 SEP 2024
Enquires: ESYSPROD

Land Address: UNIT 37, 44 -48 METUNG ROAD METUNG VIC 3904

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24215718	31	322371	10367	804	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$210,000
SITE VALUE:	\$70,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80040901

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / CRAWFORD & SMART PTY LTD

Your Reference: 240394
Certificate No: 80040901
Issue Date: 24 SEP 2024

Land Address: UNIT 37, 44 -48 METUNG ROAD METUNG VIC 3904

Lot	Plan	Volume	Folio
31	322371	10367	804

Vendor: CATHERINE JANE TEED

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 80040901

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 80040900

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80040900

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

From www.land.vic.gov.au at 30 September 2024 11:56 AM

PROPERTY DETAILS

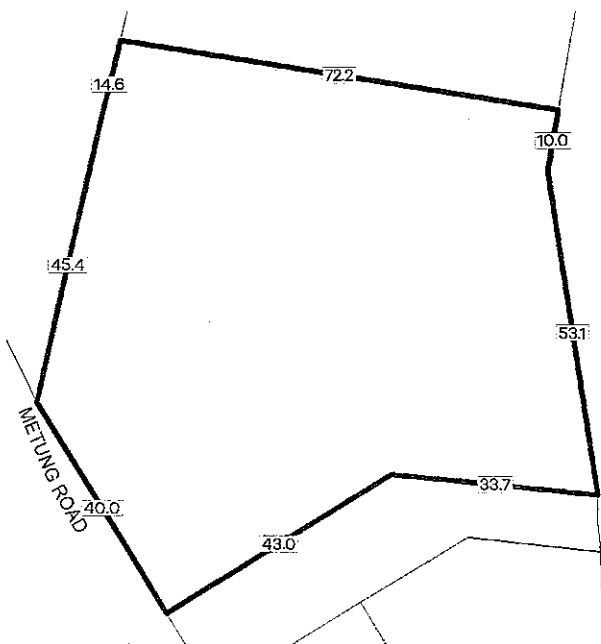
Address: **37/44-48 METUNG ROAD METUNG 3904**
Lot and Plan Number: **Lot 31 PS322371**
Standard Parcel Identifier (SPI): **31\PS322371**
Local Government Area (Council): **EAST GIPPSLAND**
Council Property Number: **76214**
Directory Reference: **Vicroads 690 C6**

www.eastgippsland.vic.gov.au

Note: There are 34 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 5827 sq. m

Perimeter: 312 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **East Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GIPPSLAND EAST**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#).

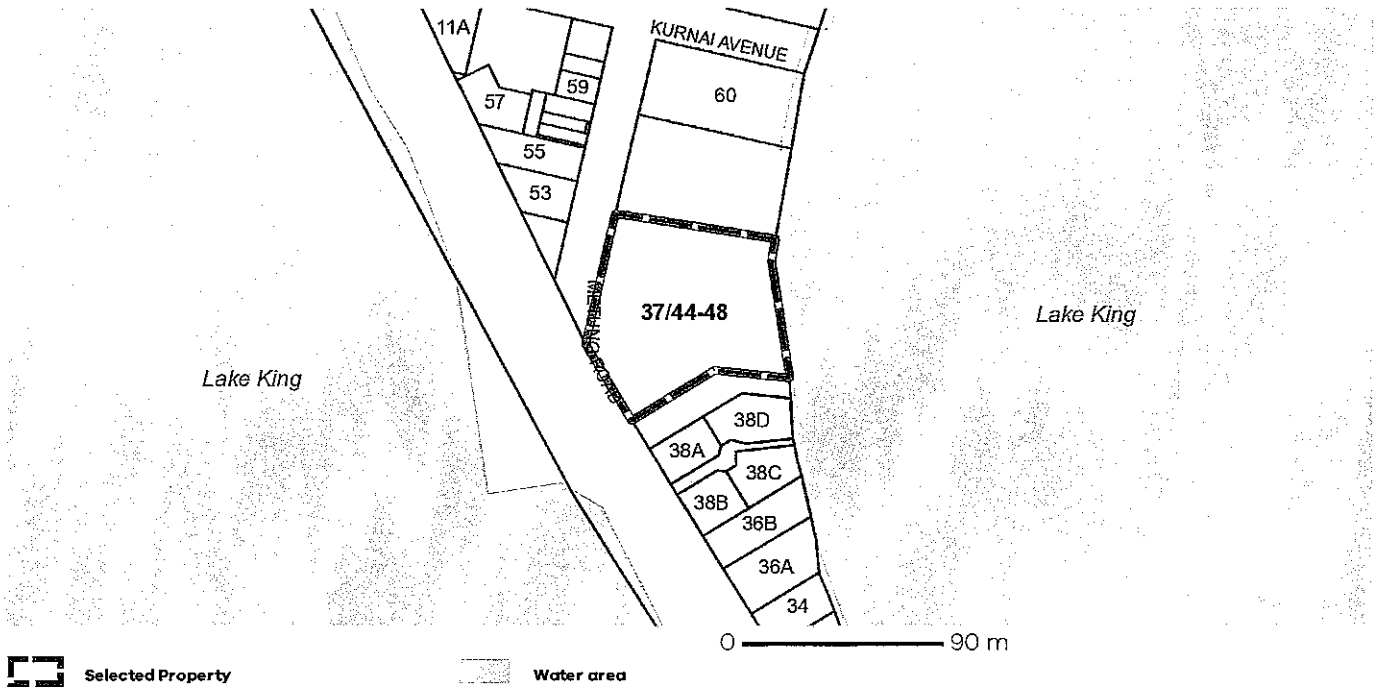
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>



Area Map



PROPERTY DETAILS

Address: **37/44-48 METUNG ROAD METUNG 3904**
 Lot and Plan Number: **Lot 31 PS322371**
 Standard Parcel Identifier (SPI): **31\PS322371**
 Local Government Area (Council): **EAST GIPPSLAND**
 Council Property Number: **76214**
 Planning Scheme: **East Gippsland**
 Directory Reference: **Vicroads 690 C6**

www.eastgippsland.vic.gov.au

[Planning Scheme - East Gippsland](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **East Gippsland Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **GIPPSLAND EAST**

OTHER

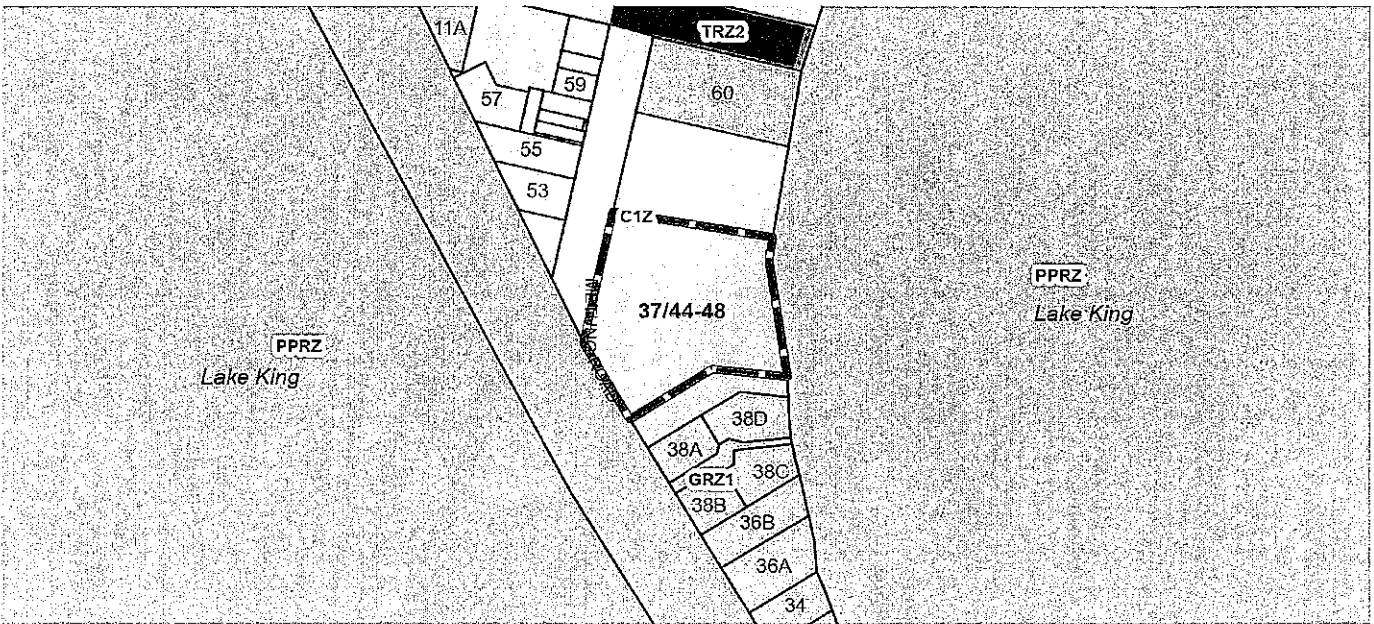
Registered Aboriginal Party: **Gunaikurnai Land and Waters
 Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

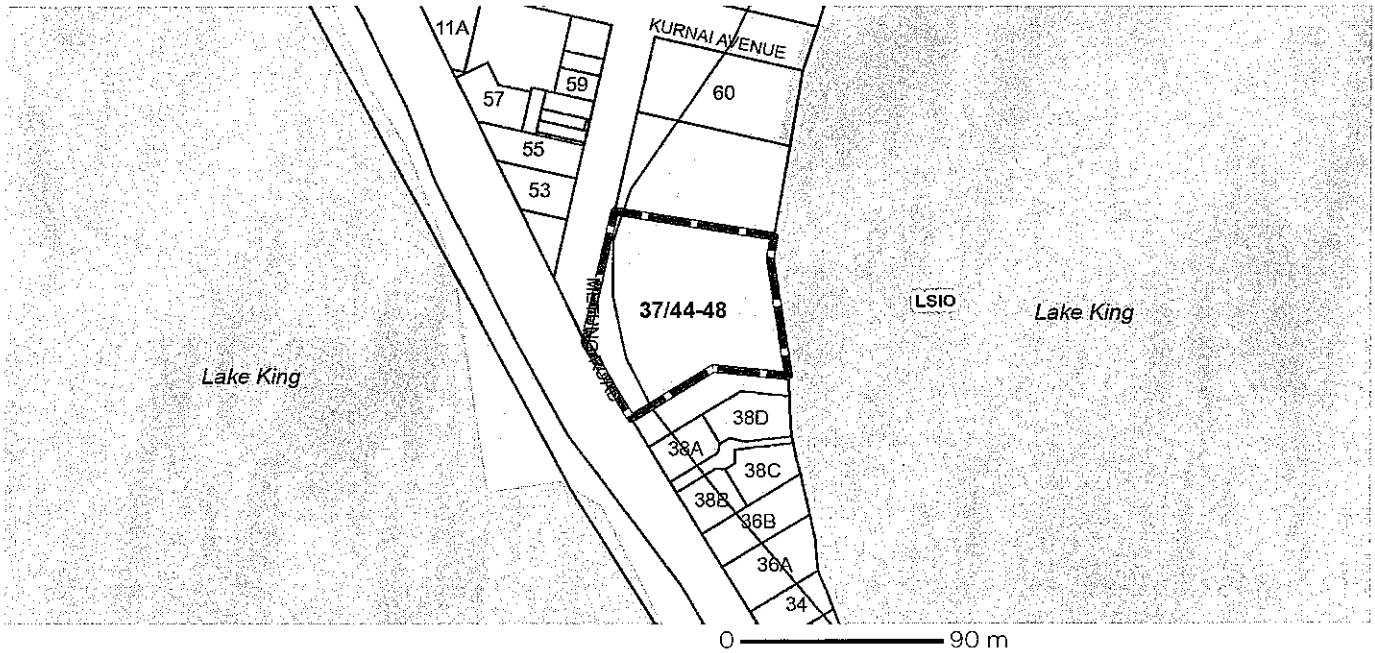


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

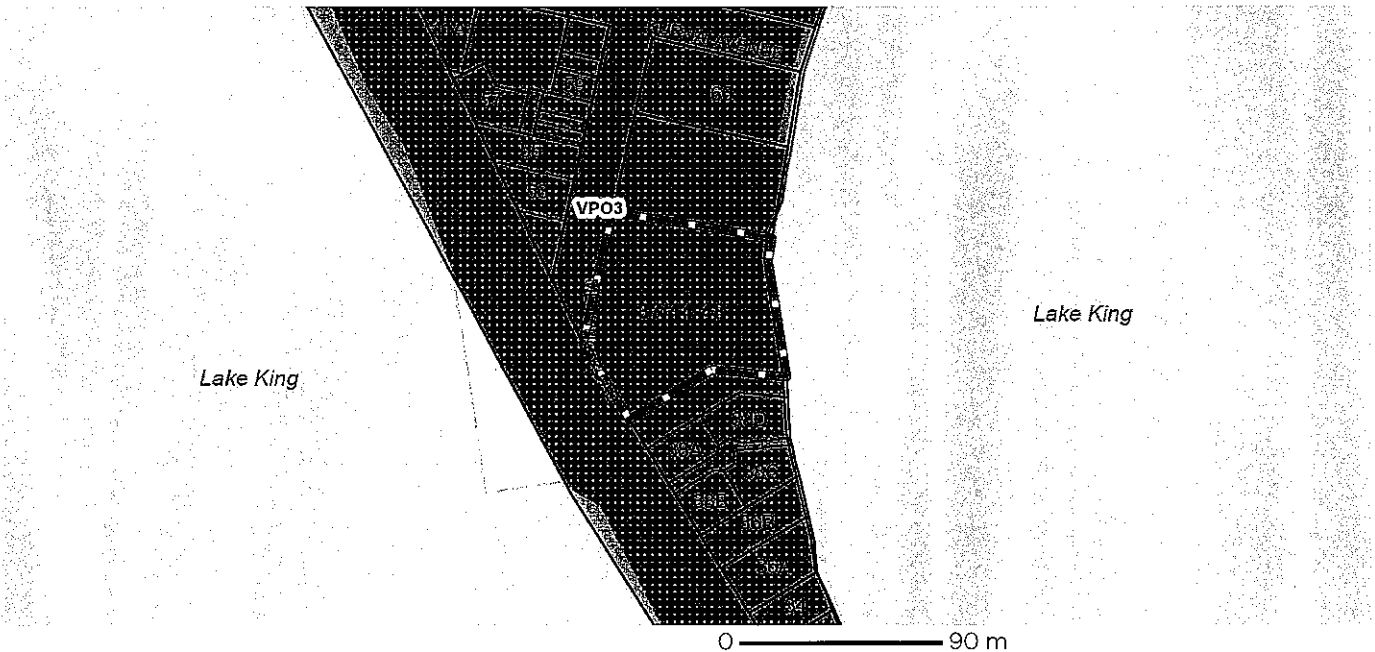
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 3 (VPO3)



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

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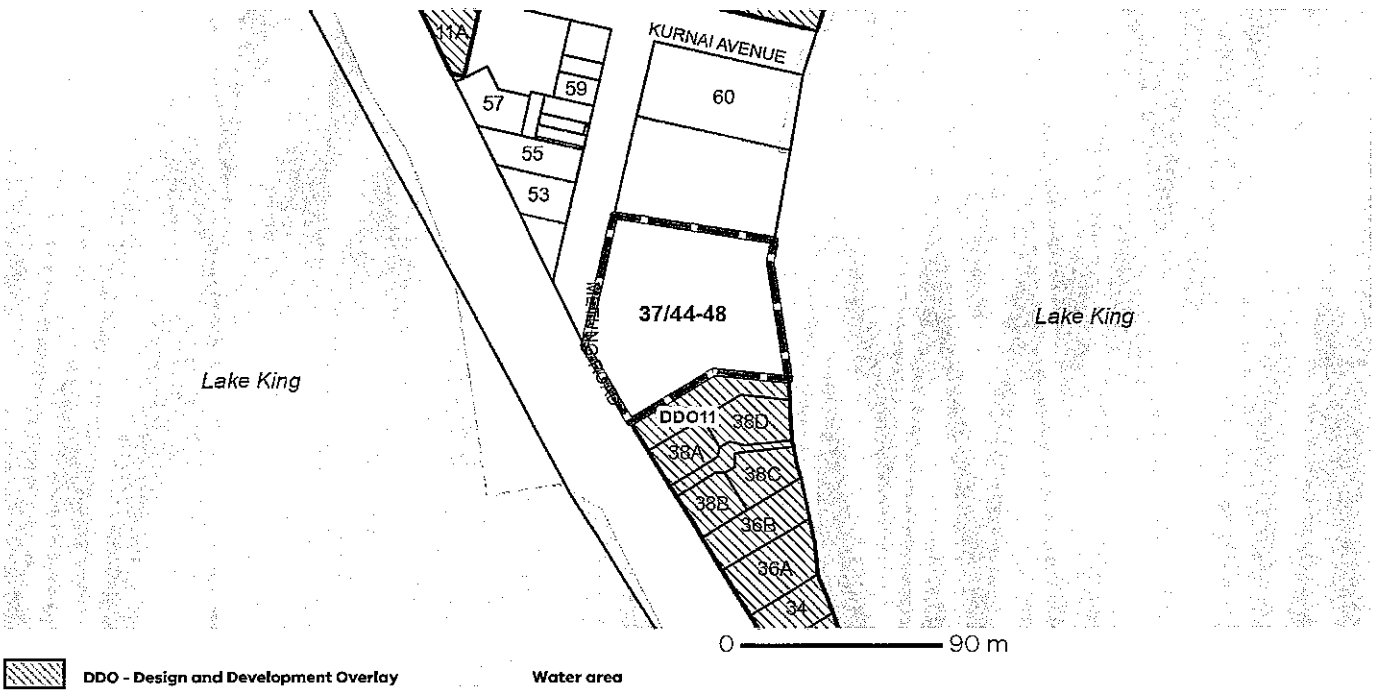
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

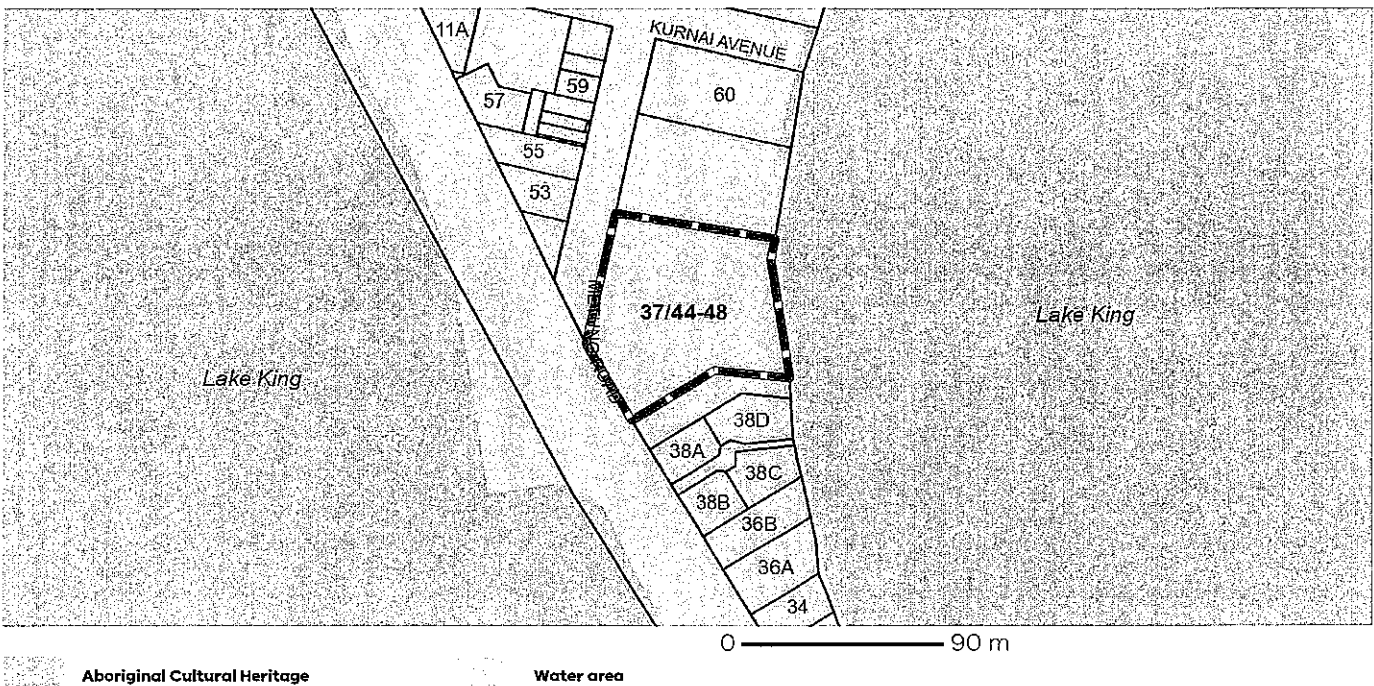
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 19 September 2024.

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

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

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

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

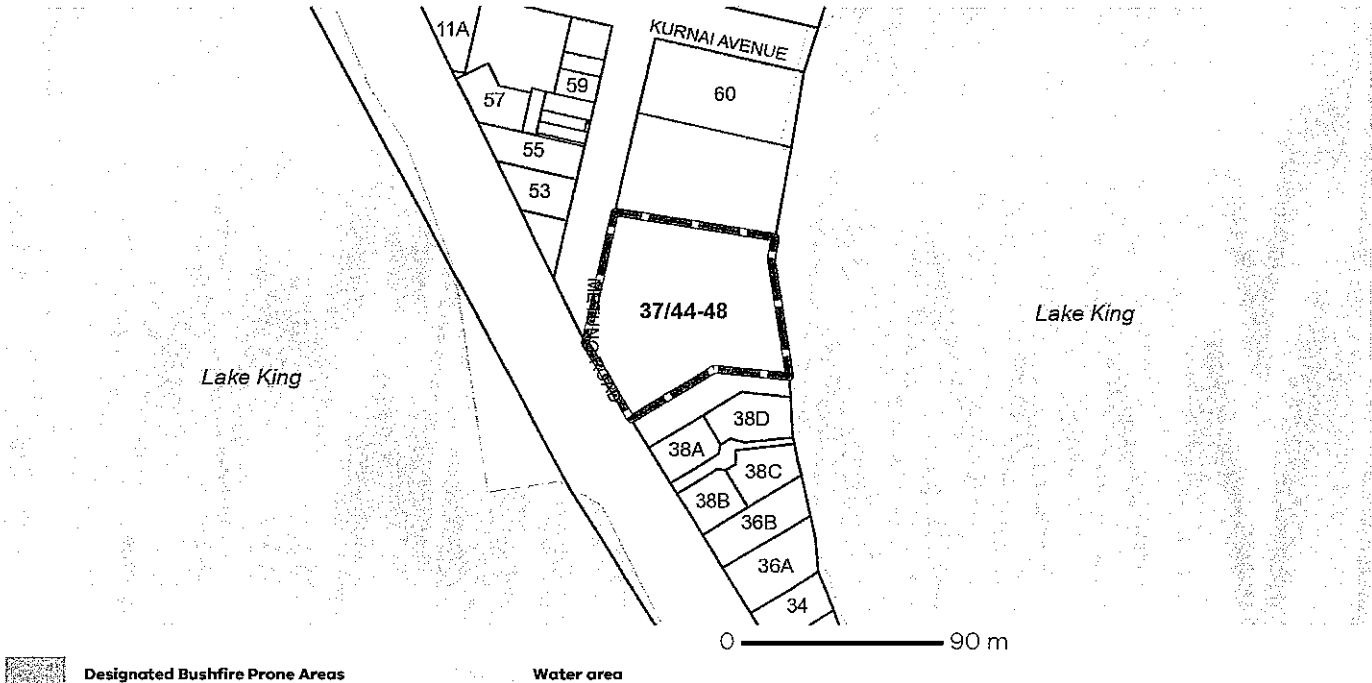
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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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).

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)