# Contract of Sale of Land

Property:

**Unit 505, 3-5 ST KILDA Road, St Kilda VIC 3182**

**Link West Conveyancing**
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:072083

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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


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

# Contract of Sale of Land

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

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../…..……/2024

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

State nature of authority, if applicable: ..... .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../…..……/2024

**Print names(s) of person(s) signing:** **YUNI ELISABETH LAI and AMANDA YUE-WAH LI**

State nature of authority, if applicable: ..... .....

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

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# Particulars of Sale

**Vendor's estate agent**

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

**Vendor**

Name: YUNI ELISABETH LAI and AMANDA YUE-WAH LI

Address:

ABN/ACN:

Email:

**Vendor's legal practitioner or conveyancer**

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 072083

**Purchaser's estate agent**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

**Purchaser**

Name:

Address:

ABN/ACN:

Email:

**Purchaser's legal practitioner or conveyancer**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

**Land** (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | | | | being lot | on plan |
|---|---|---|---|---|---|
| Volume | 11611 | Folio | 230 | 505 | PS 718154U |

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 505, 3-5 ST KILDA Road, St Kilda VIC 3182

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

**Payment**

Price $ .....

Deposit $ ..... by ..... (of which ..... has been paid)

Balance $ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 25 / 08 /2024

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

**Instructions**: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

**Special condition 1 – Payment**

General condition 14 is replaced with the following:

**14. Deposit**

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

**Special condition 2 – Acceptance of title**

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

**Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Adjustments**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

**Special condition 5 – Service**

General condition 27 is replaced with the following:

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

**Special condition 6 – Electronic conveyancing**

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 Each party must:

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

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

6.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

6.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

**Special condition 7 – Condition of the Property**

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 8 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 9 – Forms of Payment**

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

**Special condition 10 – Default not remedy**

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

**Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.**

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

**Special Condition 12 - Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

**Special Condition 13 - SWIMMING POOL AND/OR SPA**

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**Special condition 14- OWNER CORPORATION:**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

# Contract of Sale of Land - General Conditions

# Contract Signing

**1 ELECTRONIC SIGNATURE**

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

**2. LIABILITY OF SIGNATORY**

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

**3. GUARANTEE**

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

**4. NOMINEE**

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

# Title

**5. ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

**6. VENDOR WARRANTIES**

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

**7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

**8. SERVICES**

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

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

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that—

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

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

# Money

**14. DEPOSIT**

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**15. DEPOSIT BOND**

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

**16. BANK GUARANTEE**

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

**17. SETTLEMENT**

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. ELECTRONIC SETTLEMENT**

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

**19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

**20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. BUILDING REPORT**

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

# Transactional

## 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

**27. SERVICE**

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

**28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**29. INSPECTION**

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

**30. TERMS CONTRACT**

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. BREACH**

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

# Default

**33. INTEREST**

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

**34. DEFAULT NOTICE**

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# GUARANTEE and INDEMNITY

| | | | |
|---|---|---|---|
| I/We | | **of** | |
| And | | **of** | |
| being the **Sole Director / Directors of** | | **ACN** | |

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

# SCHEDULE 1

Regulations 5, 6 and 7

# GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# Vendor Statement

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

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

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

| | |
|---|---|
| **Land** | UNIT 505, 3-5 ST KILDA ROAD, ST KILDA VIC 3182 |

| | | |
|---|---|---|
| Vendor's name | YUNI ELISABETH LAI | Date<br>/ / |
| Vendor's signature | _____ | |
| Vendor's name | AMANDA YUE-WAH LI | Date<br>/ / |
| Vendor's signature | _____ | |

| | | |
|---|---|---|
| Purchaser's name | | Date<br>/ / |
| Purchaser's signature | _____ | |
| Purchaser's name | | Date<br>/ / |
| Purchaser's signature | _____ | |

# 1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

# 2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

# 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

## 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:

| |
|---|
| NIL |

4.3 **Compulsory Acquisition**

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

| |
|---|
| NIL |

## 5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

## 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.

See attached

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

*Not applicable*

## 8. SERVICES

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

| | | | | |
|---|---|---|---|---|
| Electricity supply ☐ | Gas supply ☐ | Water supply ☐ | Sewerage ☐ | Telephone services X |

## 9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

# Due diligence checklist

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

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

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



VOLUME 11611 FOLIO 230

Security no : 124116429139R
Produced 06/07/2024 08:49 PM

## LAND DESCRIPTION

Lot 505 on Plan of Subdivision 718154U.
PARENT TITLES :
Volume 09629 Folio 774 Volume 09882 Folio 377
Volume 11018 Folio 588 to Volume 11018 Folio 589
Created by instrument PS718154U 11/11/2015

## REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
YUNI ELISABETH LAI of 334/3 LOFTUS STREET ARNCLIFFE NSW 2205
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
AMANDA YUE-WAH LI of 334/3 LOFTUS STREET ARNCLIFFE NSW 2205
AM445973Y 31/12/2015

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM445974W 31/12/2015
NATIONAL AUSTRALIA BANK LTD

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

## DIAGRAM LOCATION

SEE PS718154U 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 505 3-5 ST KILDA ROAD ST KILDA VIC 3182

## ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

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

## OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS718154U
OWNERS CORPORATION 2 PLAN NO. PS718154U

DOCUMENT END

# Imaged Document Cover Sheet

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# PLAN OF SUBDIVISION

LV use only
**EDITION 2**

Plan Number
**PS 718154U**

## Location of Land

**Parish:** PRAHRAN

**Township:** –
**Section:** –
**Crown Allotment:** H & I (PARTS)
**Crown Portion:** 68

**Title Reference:** Vol.9629 Fol.774, Vol.9882 Fol.377, Vol.11018 Fol.588 & Vol.11018 Fol.589

**Last Plan Reference:** CP159774E, LOT 1 ON LP134819, LOTS 1 & 2 ON PS606326R

**Postal Address:** 3–5 ST KILDA ROAD, ST KILDA, 3182
(at time of subdivision)

**MGA 94 Co–ordinates** E 322 580
(of approx. centre of land in plan) N 5807 940 Zone: 55

Council Name: PORT PHILLIP CITY COUNCIL
Council Ref:

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

## Vesting of Roads and/or Reserves

| Identifier | Council/Body/Person |
|---|---|
| NIL | NIL |

**Staging** This is/~~is not~~ a staged subdivision
Planning Permit No.

**Survey** This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) –
In Proclaimed Survey Area No. –

**Depth Limitation** DOES NOT APPLY

OTHER PURPOSE OF THIS PLAN
TO REMOVE EASEMENT CREATED VIDE C/T VOL.9245 FOL.009 FROM LOT 1 ON LP134819.

GROUNDS FOR REMOVAL
PORT PHILLIP CITY COUNCIL PLANNING PERMIT No. 206/2015

P - PROJECTION OF UNDERSIDE OF CEILING
B - BALCONY
PT - PART
T - TERRACE
CP No.1 - COMMON PROPERTY No. 1
CP No.2 - COMMON PROPERTY No. 2
- ⩙⩙ ⩙⩙ - DENOTES STRUCTURE (NON BOUNDARY)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.
EXTERIOR FACE: BOUNDARIES MARKED 'E'
MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE : ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES (EXCEPT THOSE MARKED 'M' OR 'E').

ALL COLUMNS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No. 1, UNLESS OTHERWISE NOTED.

THE CAR STACKER MECHANISMS LOCATED ON THE GROUND LEVEL ARE WHOLLY CONTAINED WITHIN COMMON PROPERTY No. 1

## Easement Information

**Legend:** E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A – Appurtenant Easement
R – Encumbering Easement (Road)

**Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.**

| Subject Land | Purpose | Width (metres) | Origin | Land Benefited/In Favour Of |
|---|---|---|---|---|
| | | | | |

3–5 ST KILDA ROAD, ST KILDA

**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

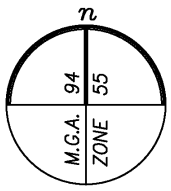
Sheet 1 of 46 sheets
Original sheet size A3

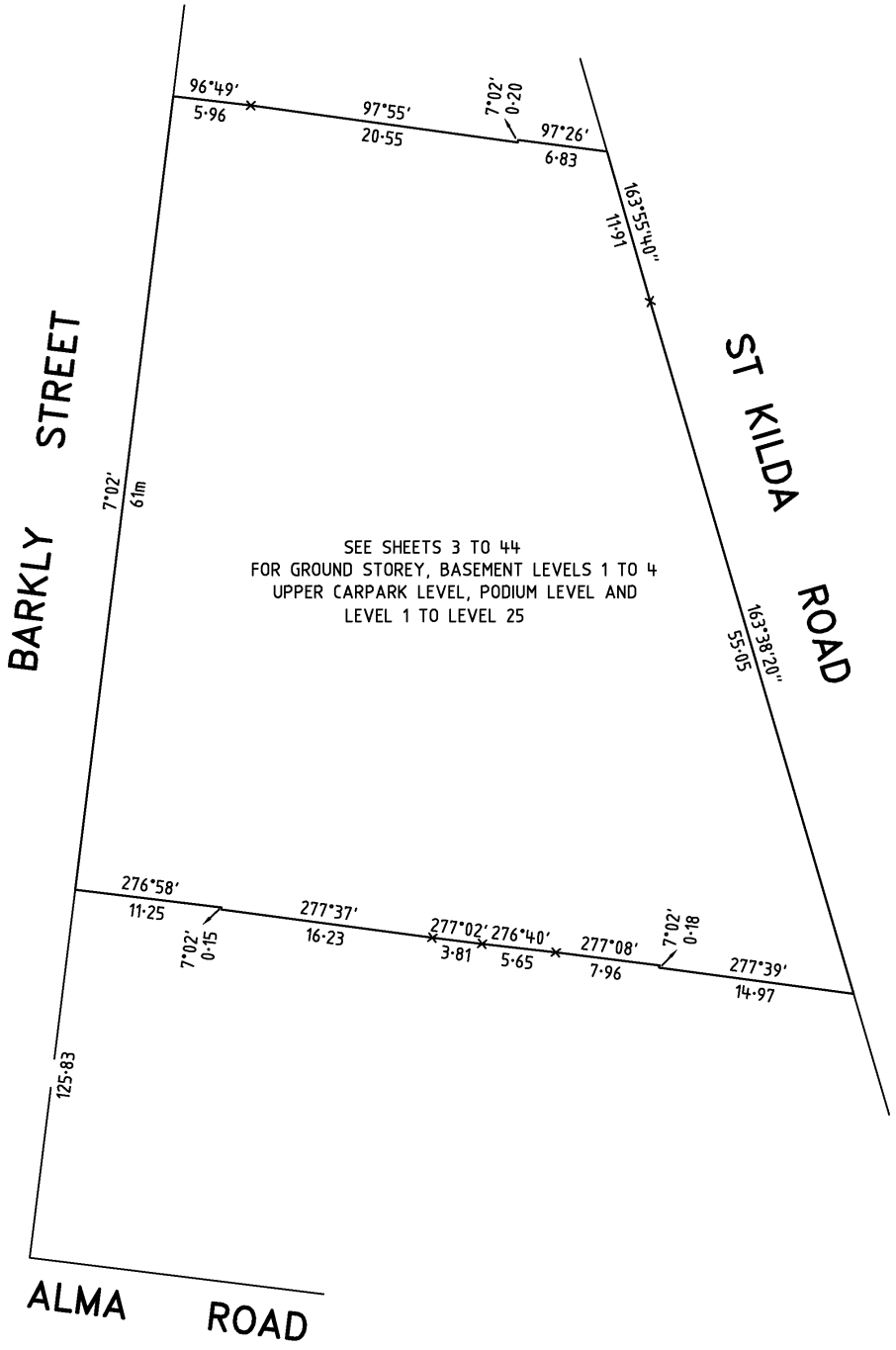
THIS IS A LAND VICTORIA COMPILED PLAN

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**




3–5 ST KILDA ROAD, ST KILDA

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*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

SITE PLAN
DIAGRAM 1

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:400 | A3 |

SCALE
4 0 8 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

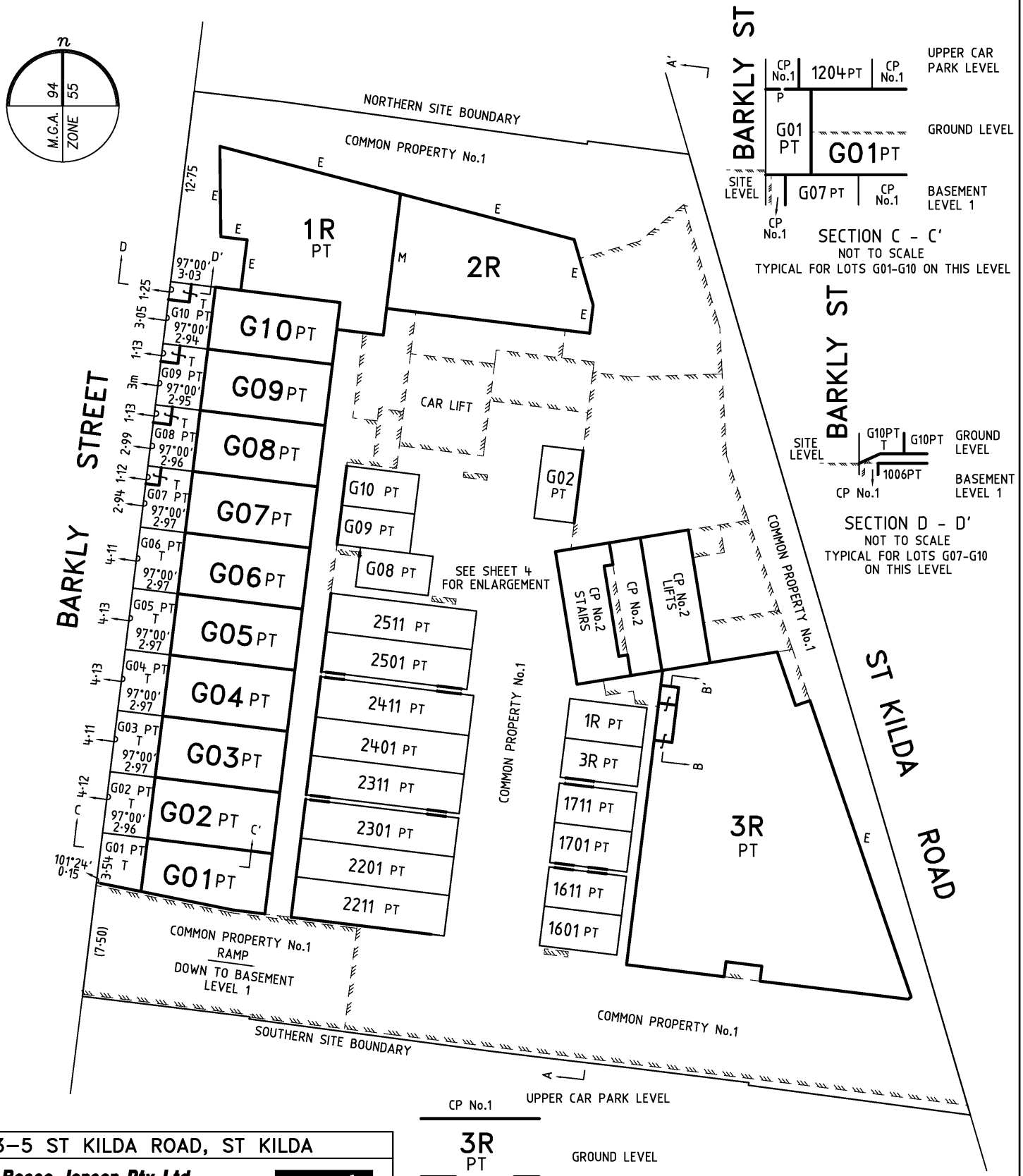
Sheet 2

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# PLAN OF SUBDIVISION

Plan Number

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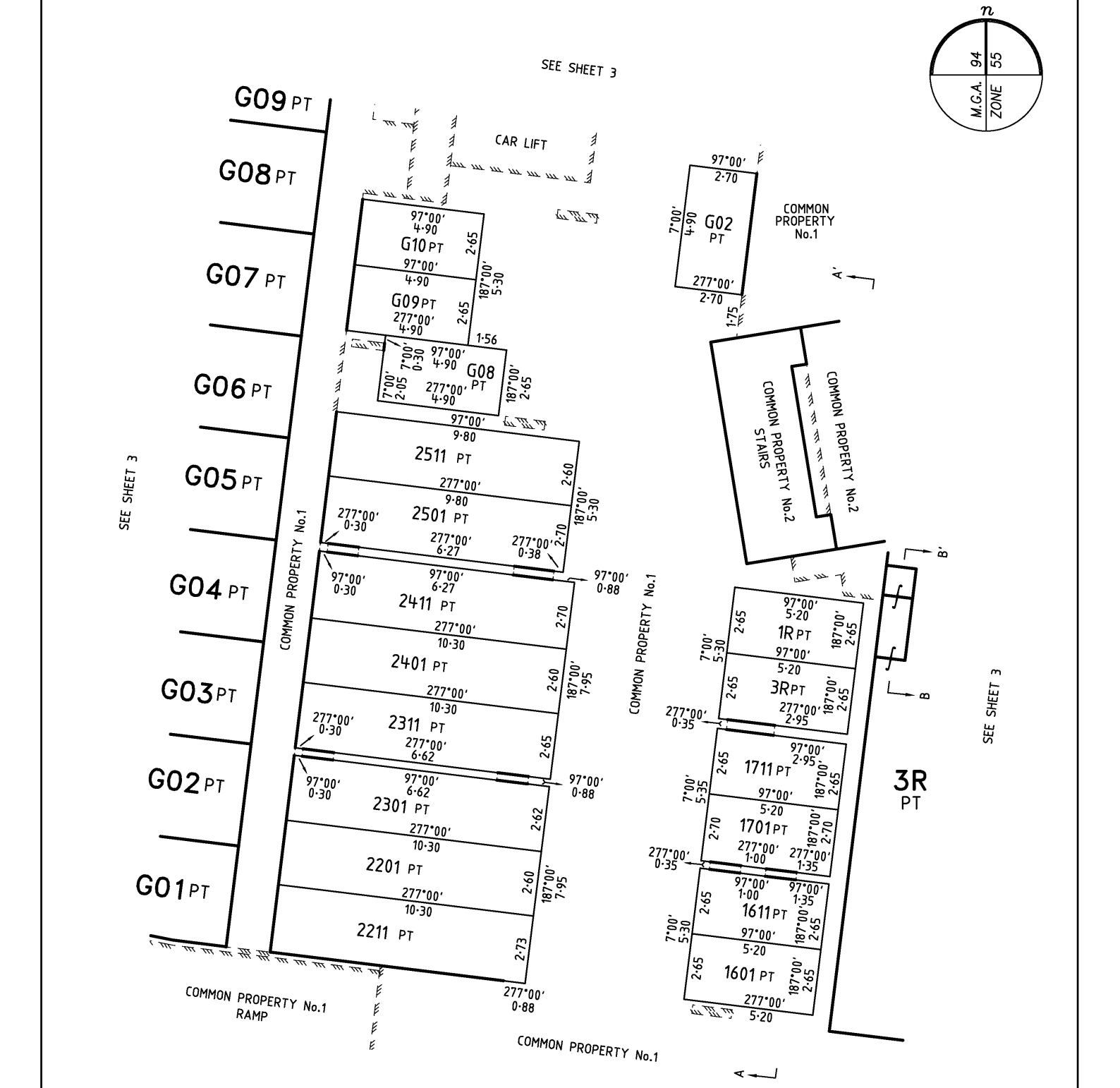
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| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

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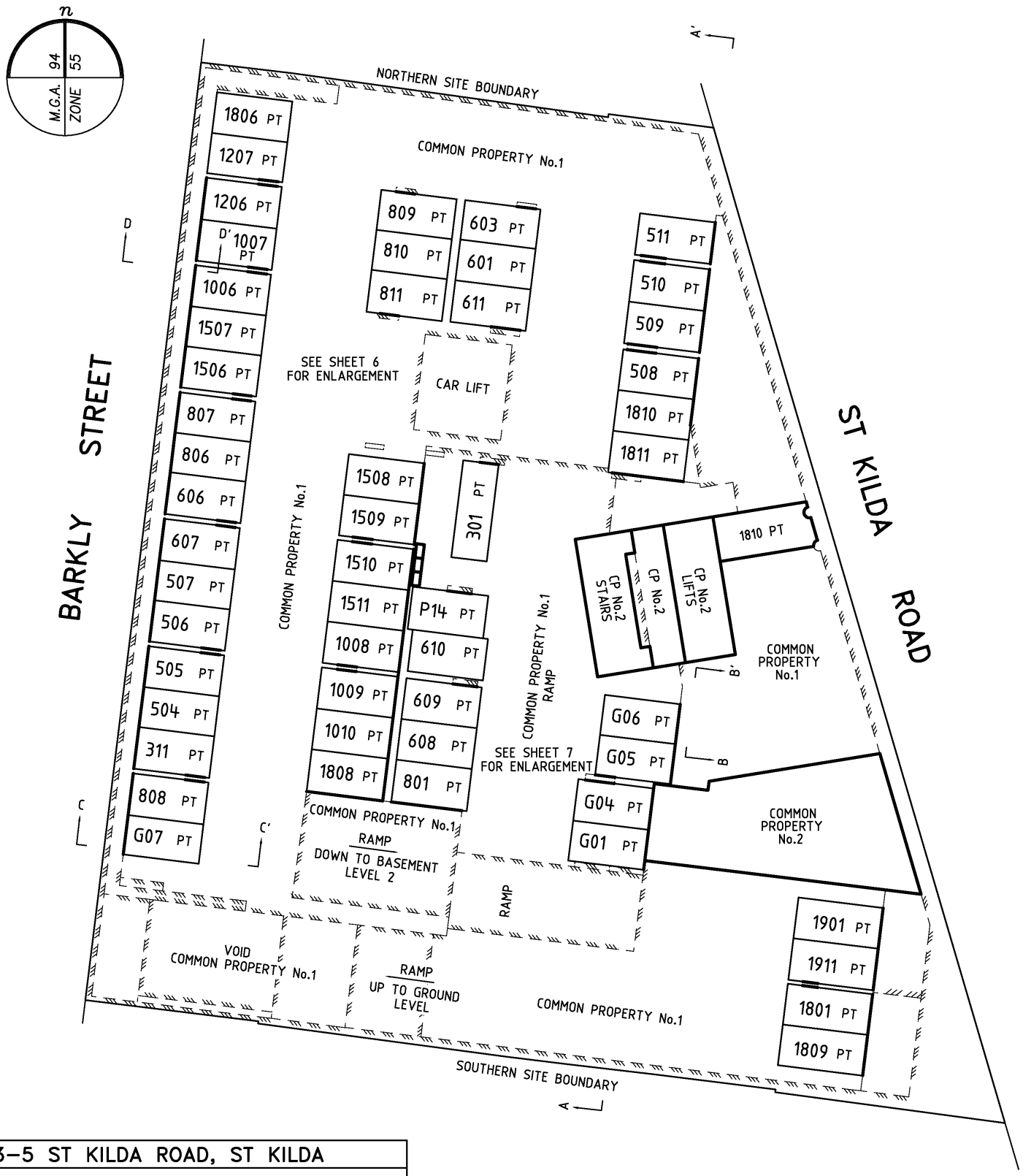
GROUND LEVEL (PART)
DIAGRAM 2A

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|---|---|---|---|---|
| SCALE | SHEET SIZE | 1·5 0 3 6 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

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# PLAN OF SUBDIVISION

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BASEMENT LEVEL 1
DIAGRAM 3

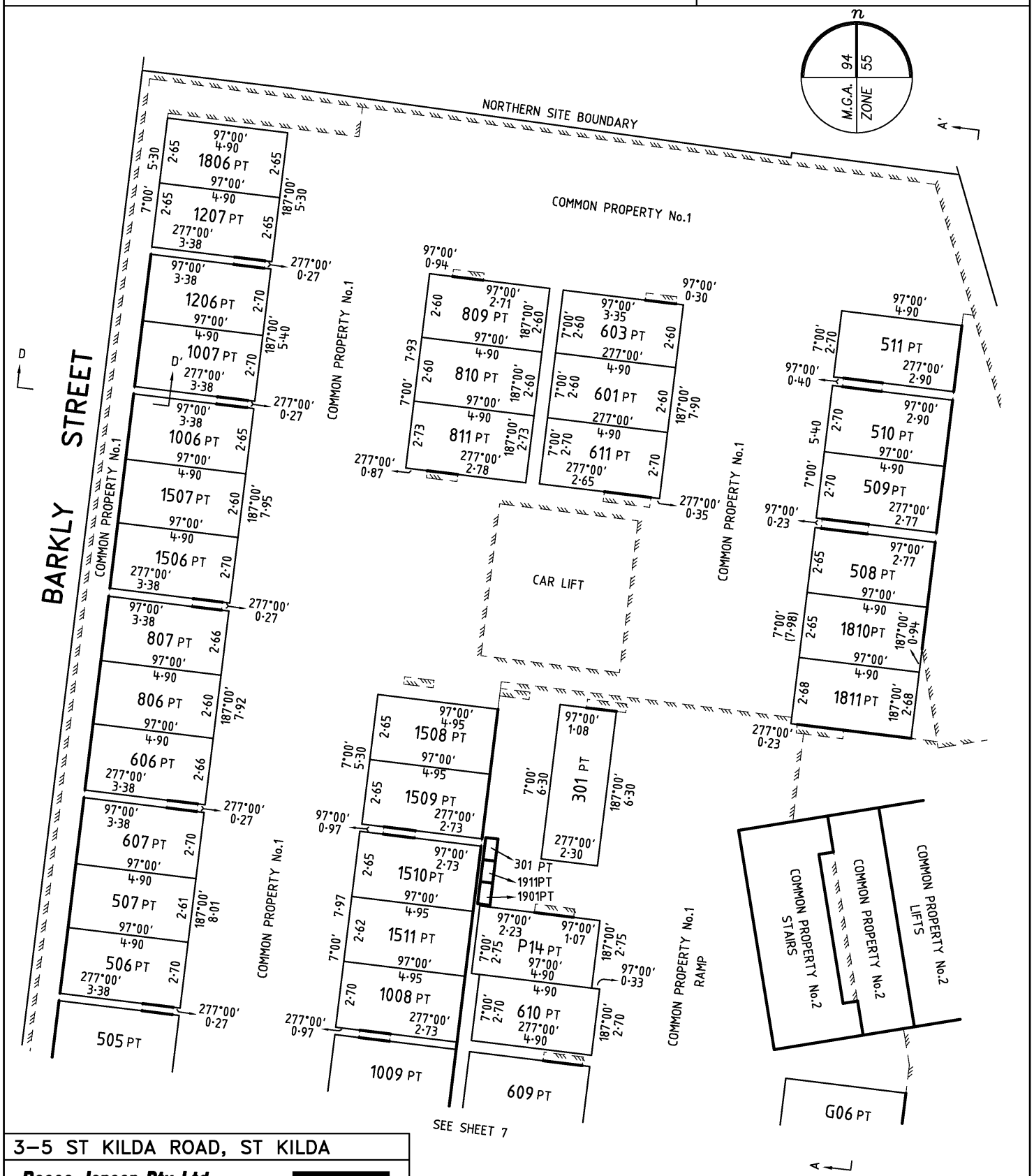
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| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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BASEMENT LEVEL 1 (PART)

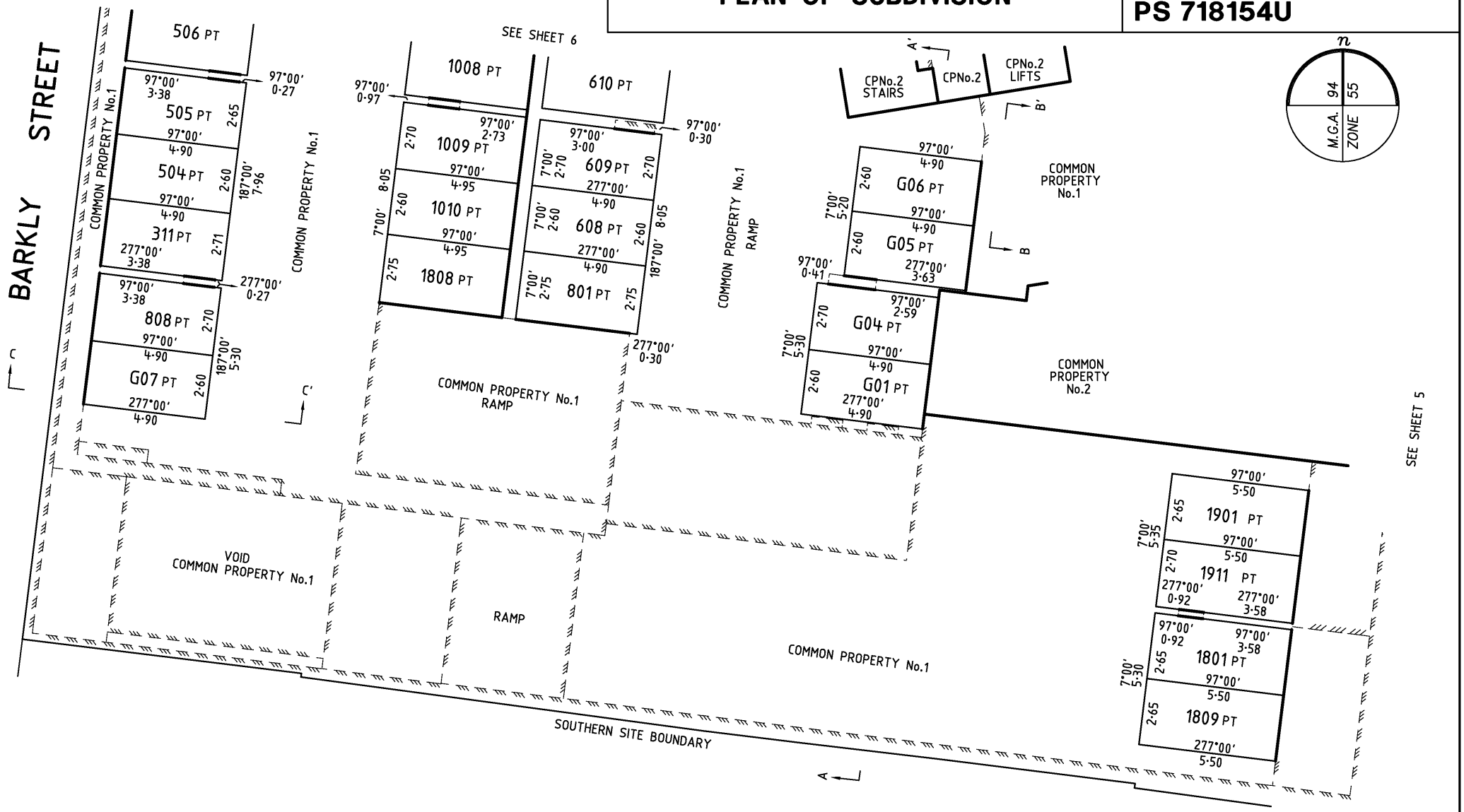
DIAGRAM 3A

| ORIGINAL | | SCALE | | Sheet 6 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 1·5 0 3 6 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

# PLAN OF SUBDIVISION

Plan Number

**PS 718154U**




BASEMENT LEVEL 1 (PART)

DIAGRAM 3B

3–5 ST KILDA ROAD, ST KILDA


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Vic 3205 Australia
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| ORIGINAL | |
|---|---|
| SCALE | SHEET SIZE |
| 1:150 | A3 |

SCALE

1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 2948003 VERSION

DWG

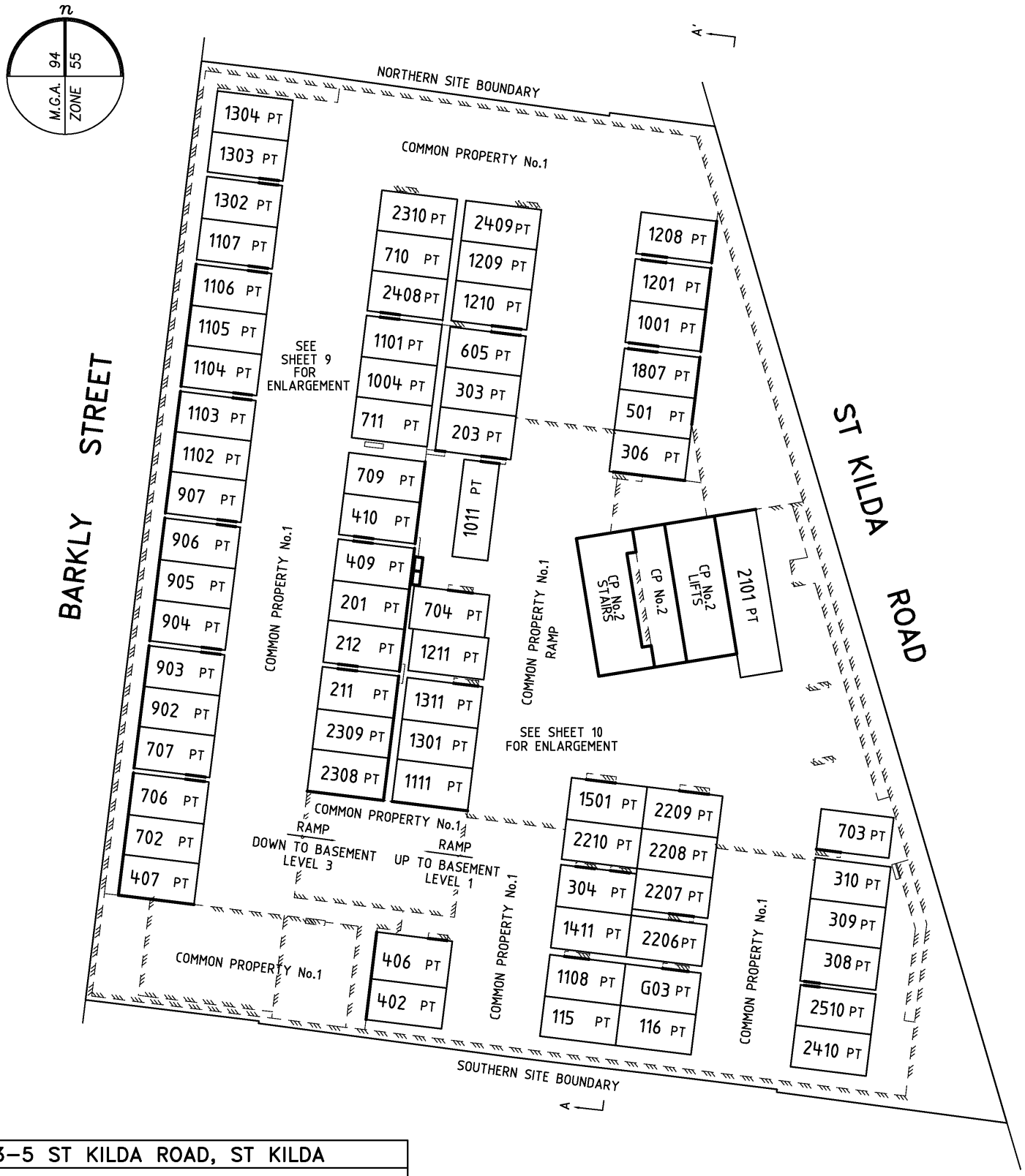
Sheet 7

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# PLAN OF SUBDIVISION

Plan Number
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BASEMENT LEVEL 2
DIAGRAM 4

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

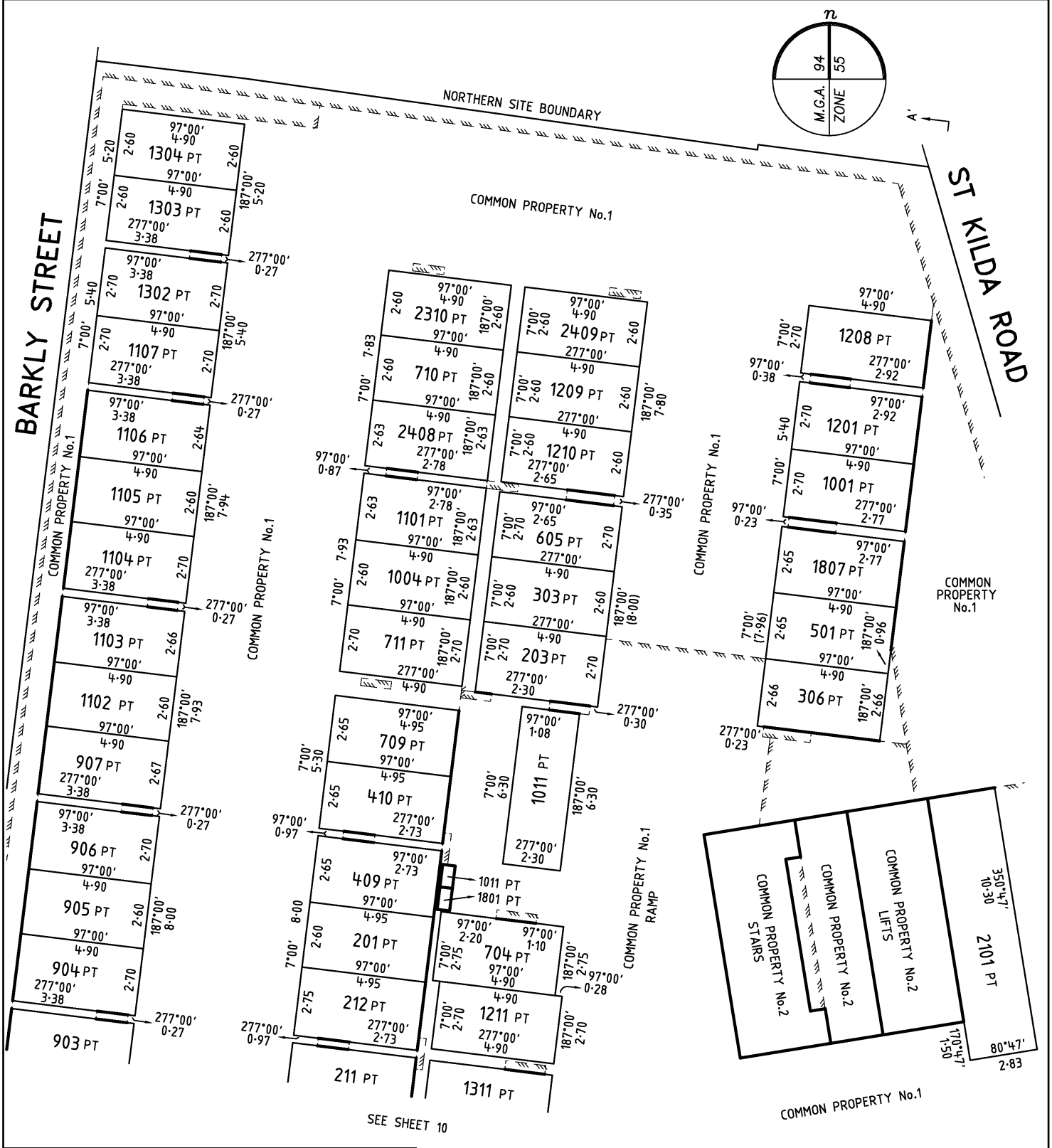
Sheet 8

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# PLAN OF SUBDIVISION

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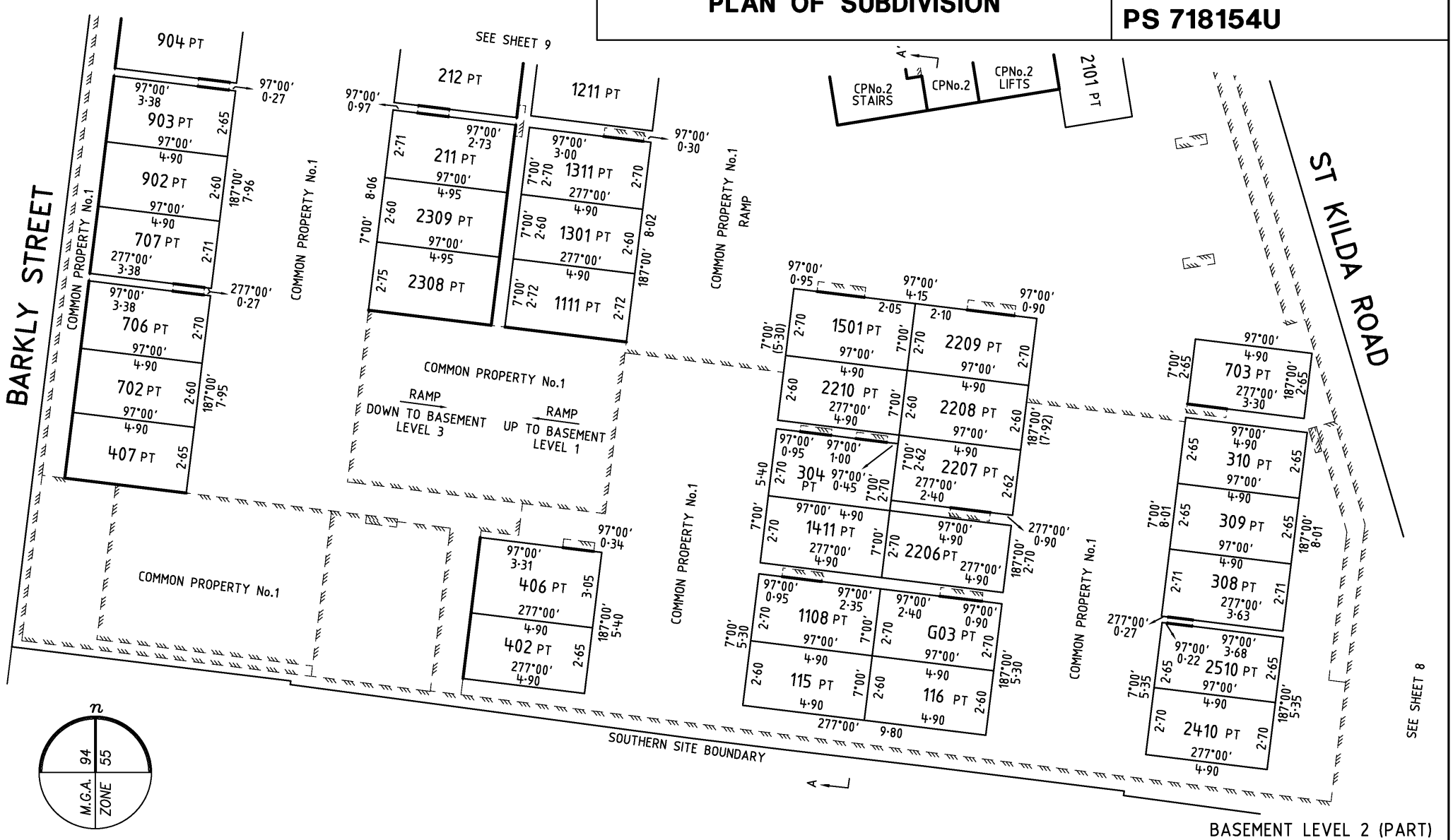
BASEMENT LEVEL 2 (PART)
DIAGRAM 4A

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|---|---|---|---|---|
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| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 DWG | VERSION |

# PLAN OF SUBDIVISION

Plan Number

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BASEMENT LEVEL 2 (PART)

DIAGRAM 4B

3–5 ST KILDA ROAD, ST KILDA


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ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:150 | A3 |

SCALE

1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 2948003

DWG

VERSION

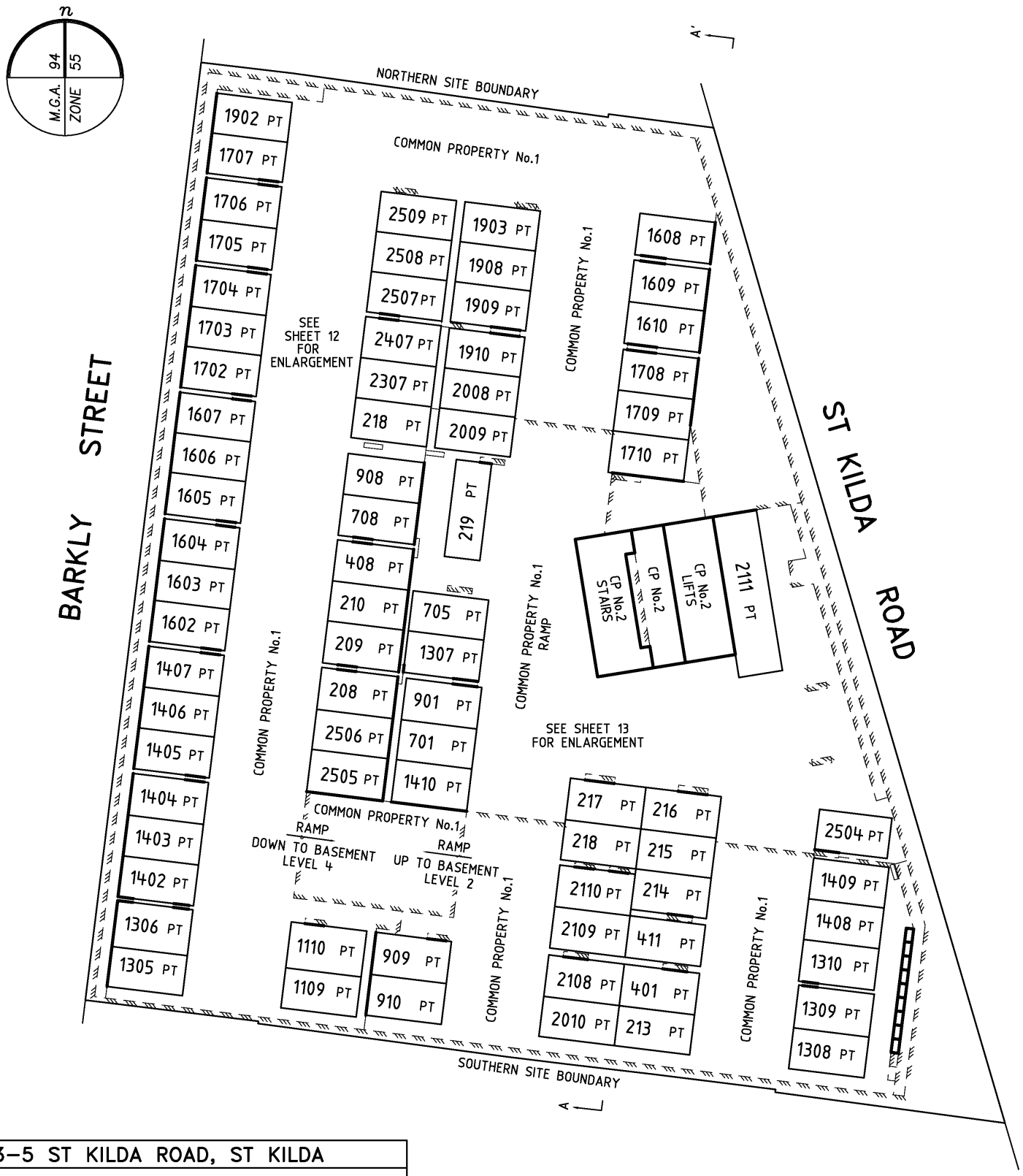
Sheet 10

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# PLAN OF SUBDIVISION

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BASEMENT LEVEL 3
DIAGRAM 5

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

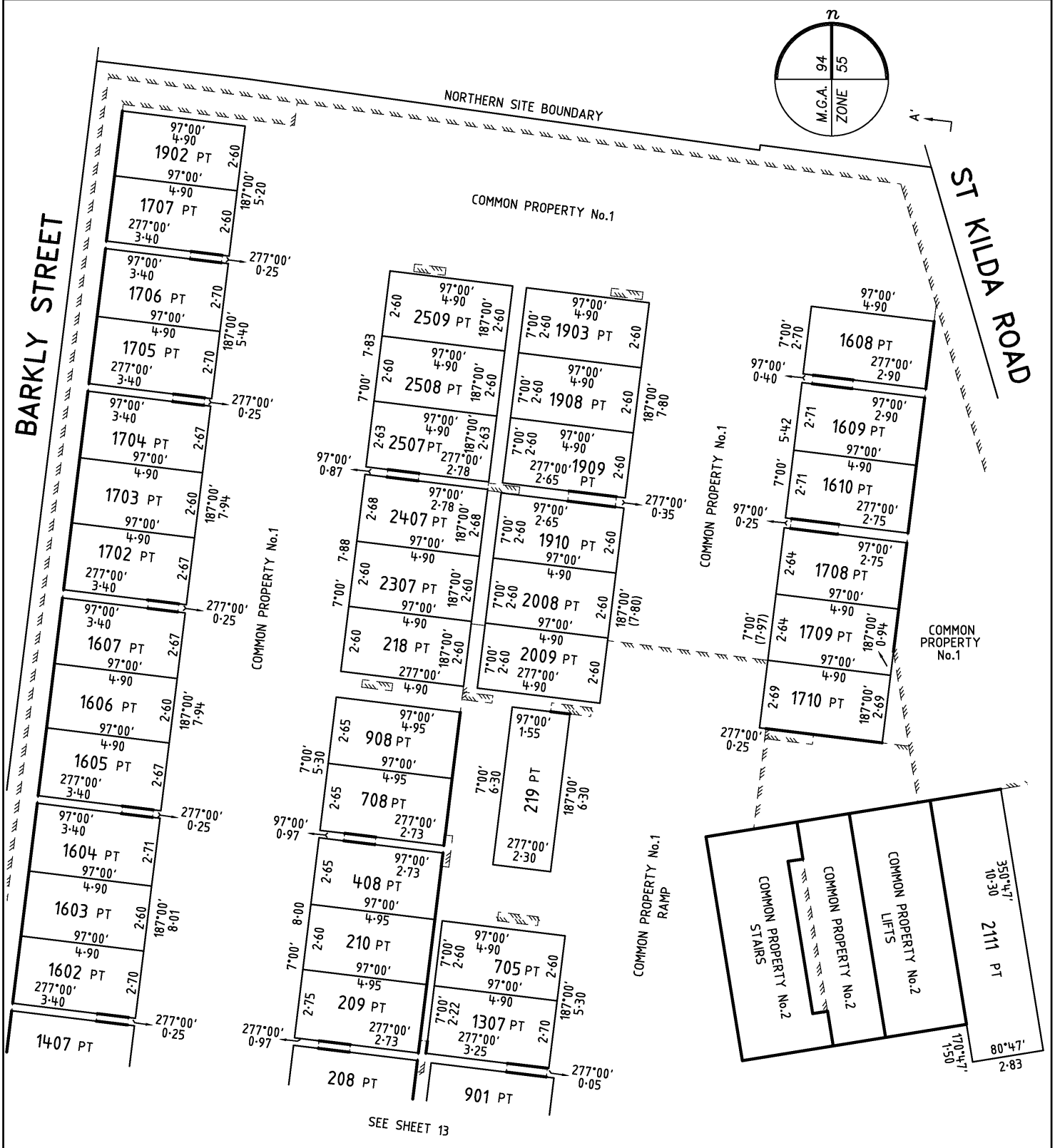
Sheet 11

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# PLAN OF SUBDIVISION

Plan Number

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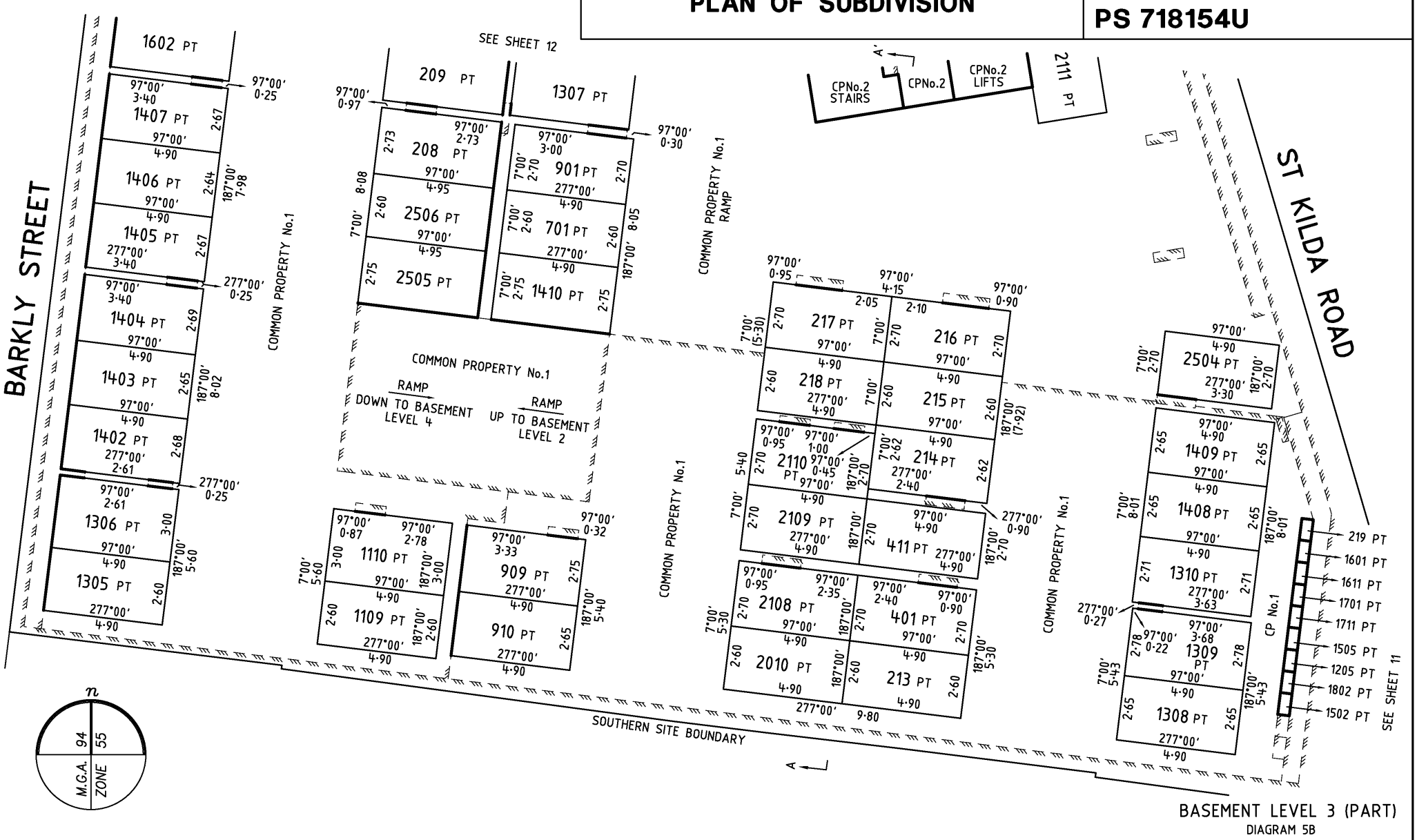
BASEMENT LEVEL 3 (PART)
DIAGRAM 5A

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| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

# PLAN OF SUBDIVISION

Plan Number

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BASEMENT LEVEL 3 (PART)

DIAGRAM 5B

3–5 ST KILDA ROAD, ST KILDA


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ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:150 | A3 |

SCALE

1:5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 2948003

DWG

VERSION

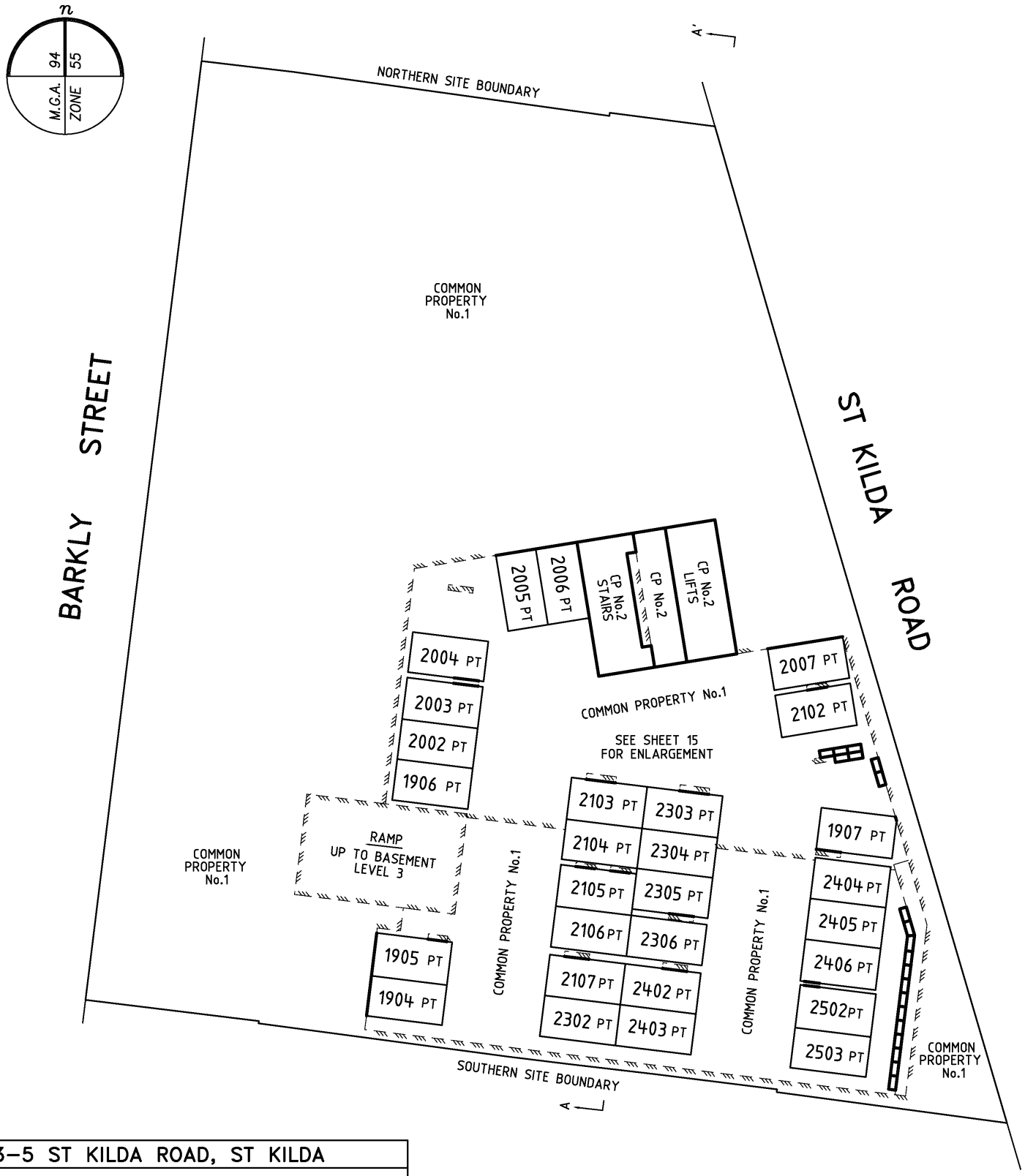
Sheet 13

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# PLAN OF SUBDIVISION

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BASEMENT LEVEL 4
DIAGRAM 6

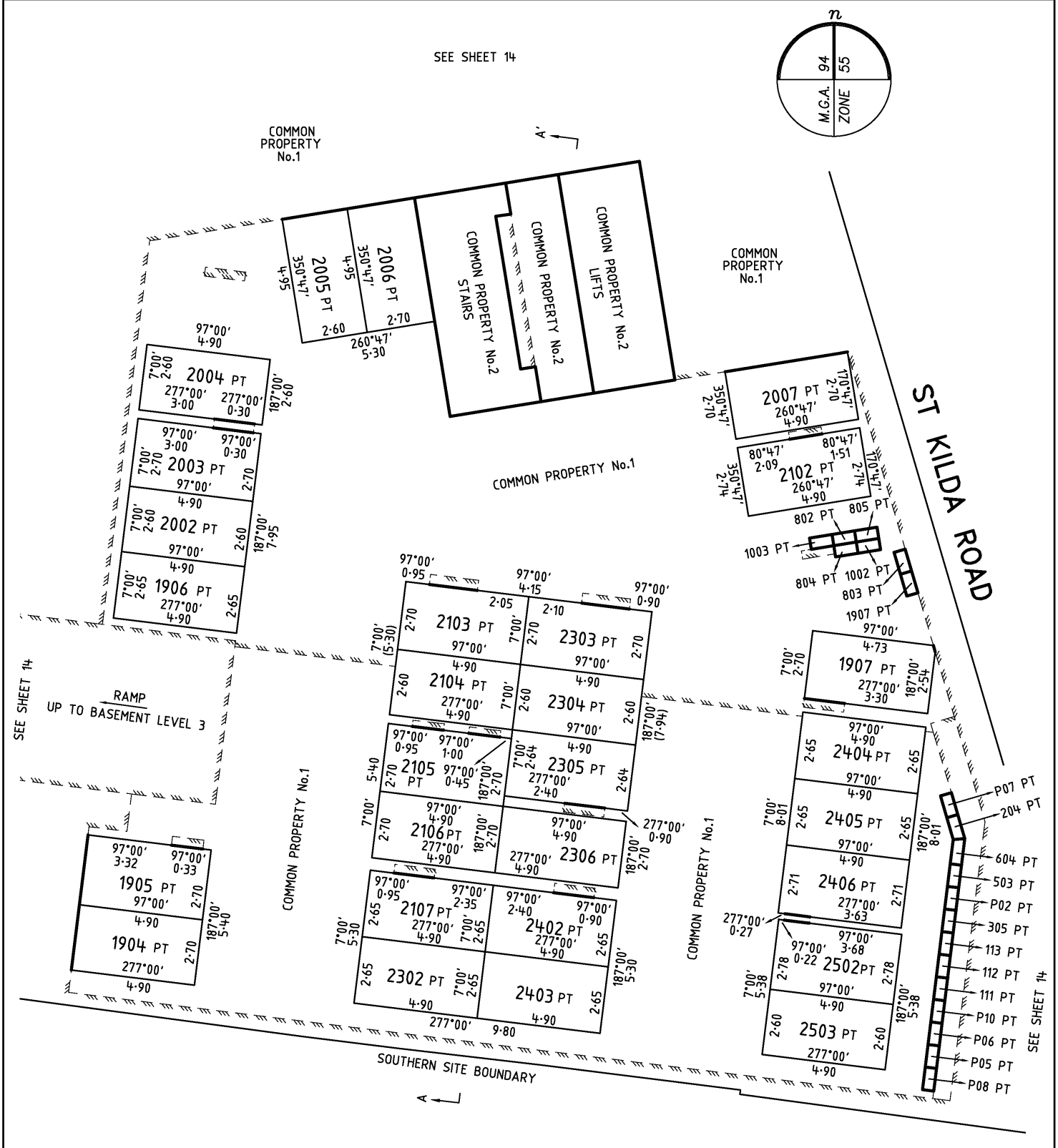
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| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

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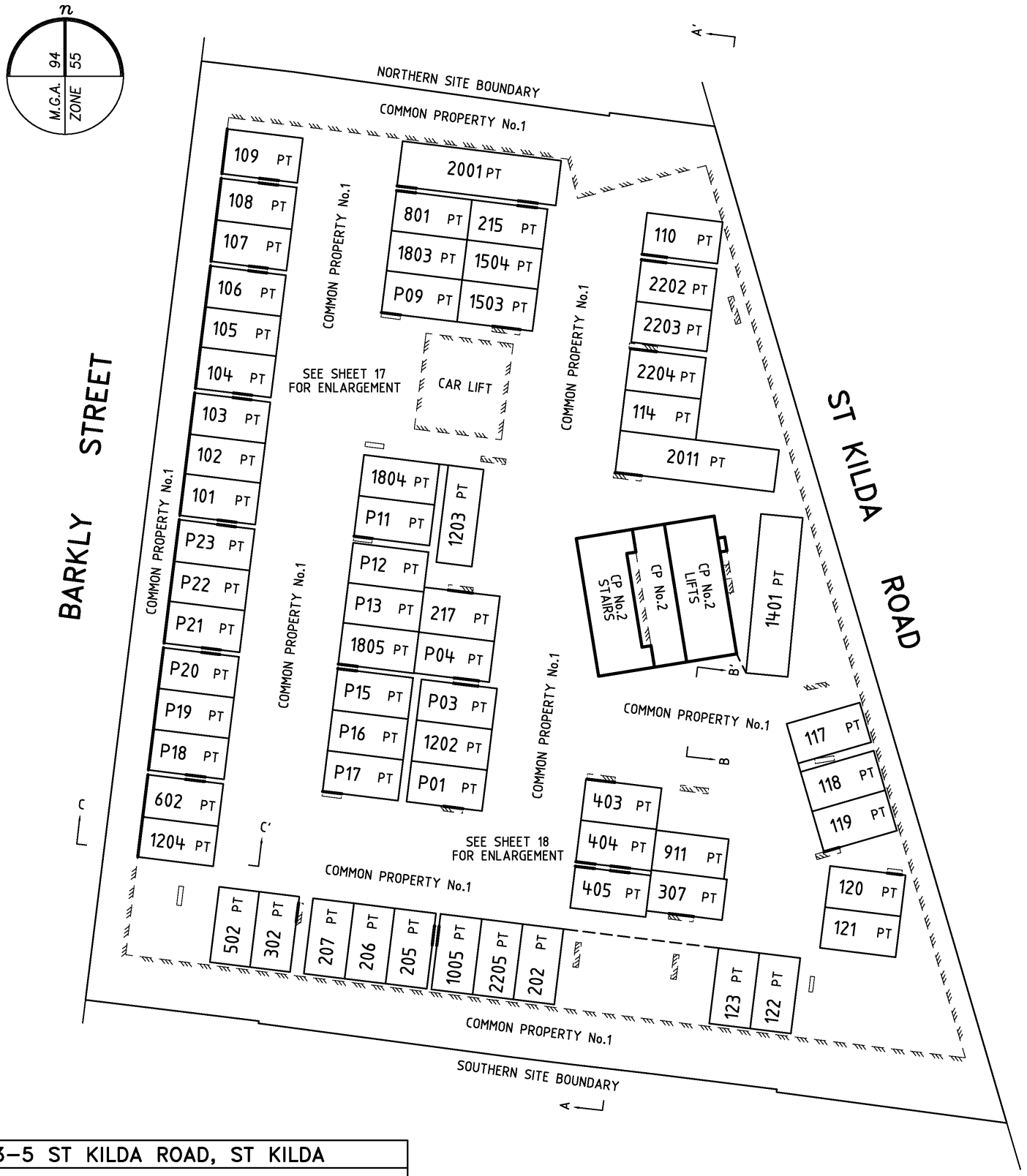
BASEMENT LEVEL 4 (PART)
DIAGRAM 6A

| ORIGINAL | | SCALE | | Sheet 15 |
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| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

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UPPER CAR PARK LEVEL
DIAGRAM 7

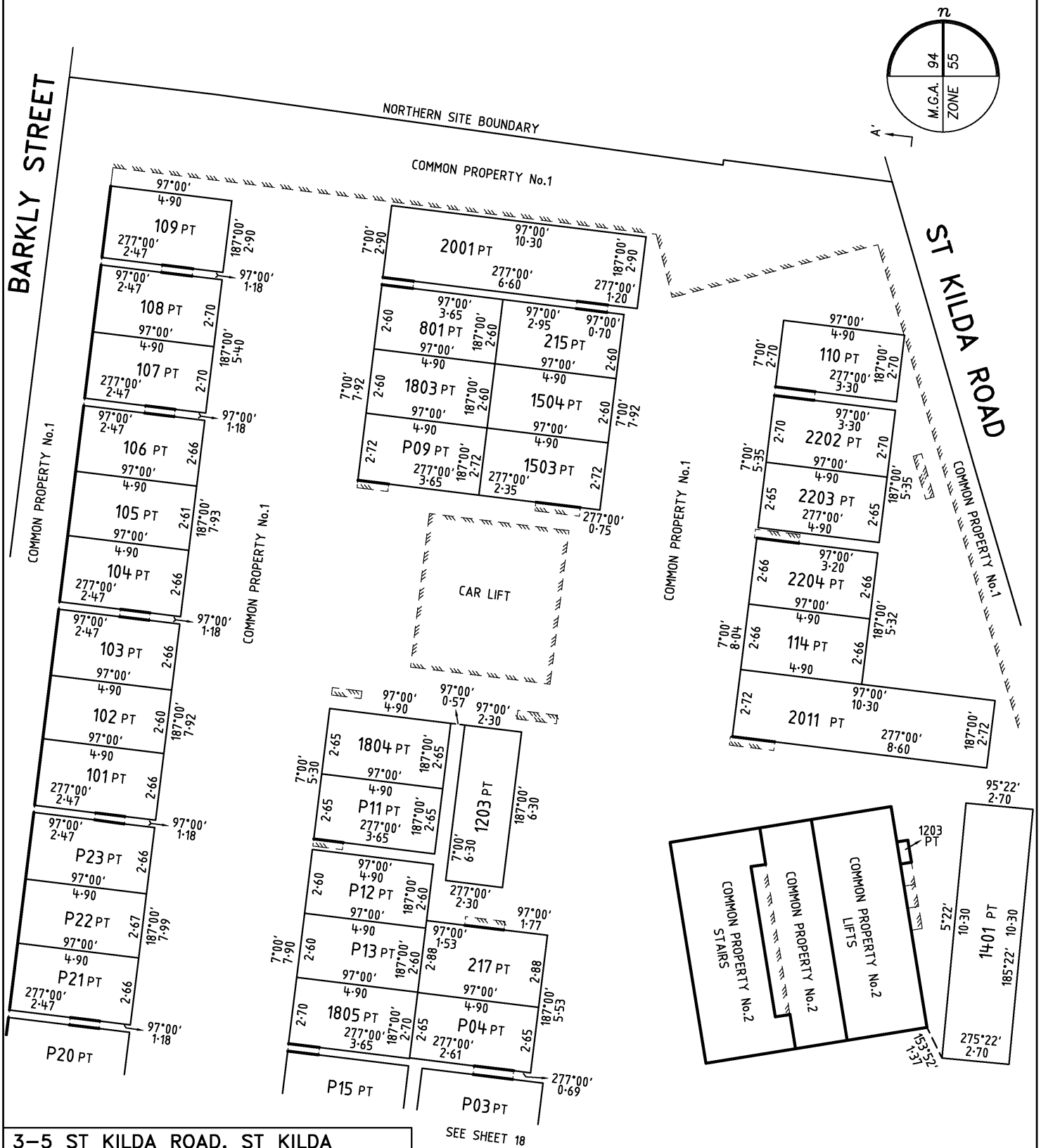
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|---|---|---|---|---|
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# PLAN OF SUBDIVISION

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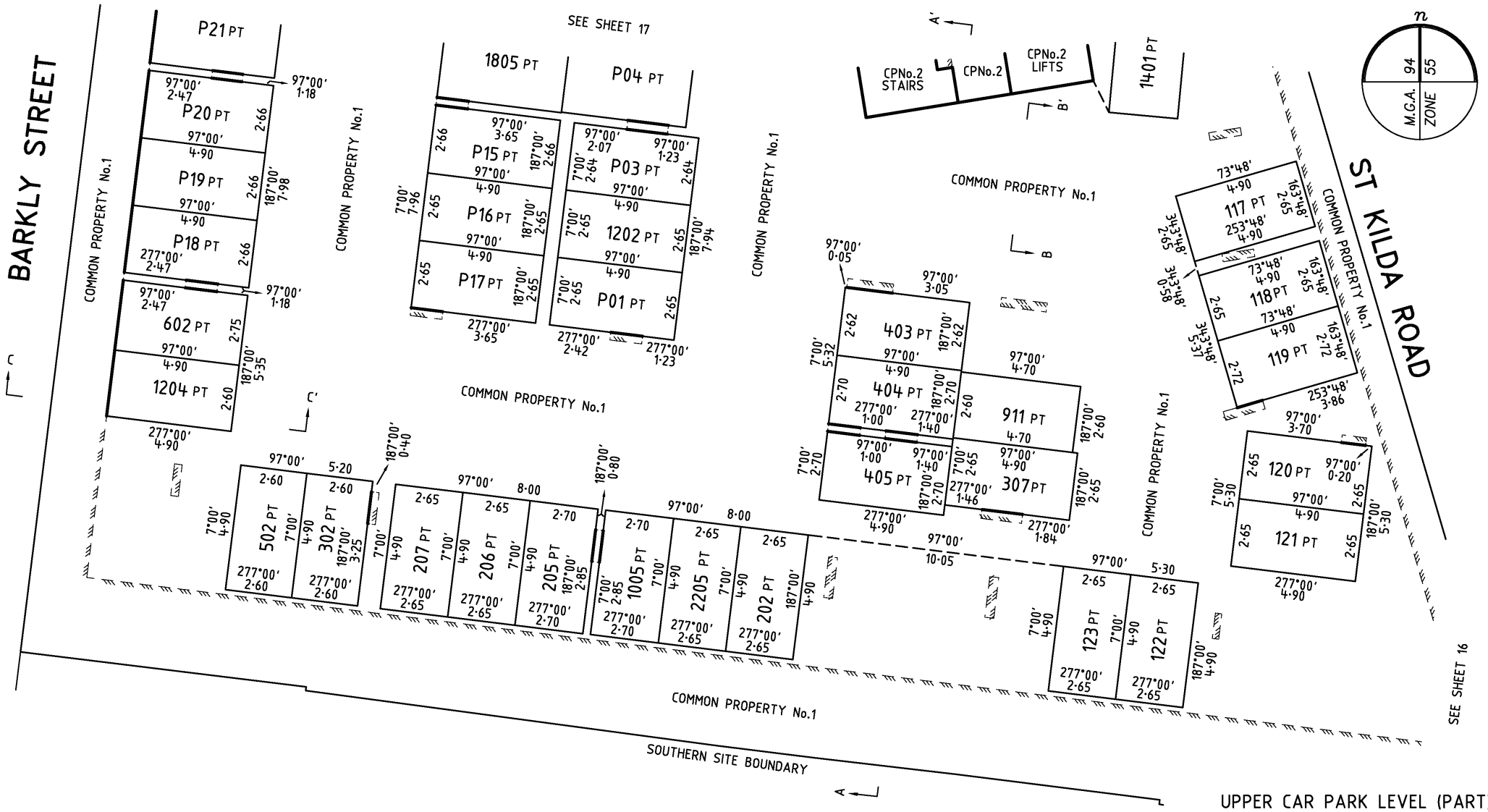
**Bosco Jonson Pty Ltd**
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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

UPPER CAR PARK LEVEL (PART)
DIAGRAM 7A

| ORIGINAL | | SCALE | | Sheet 17 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 1·5 0 3 6 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:150 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

Plan Number
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UPPER CAR PARK LEVEL (PART)
DIAGRAM 7B

3–5 ST KILDA ROAD, ST KILDA


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| ORIGINAL | |
|---|---|
| SCALE | SHEET SIZE |
| 1:150 | A3 |

SCALE
1:5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

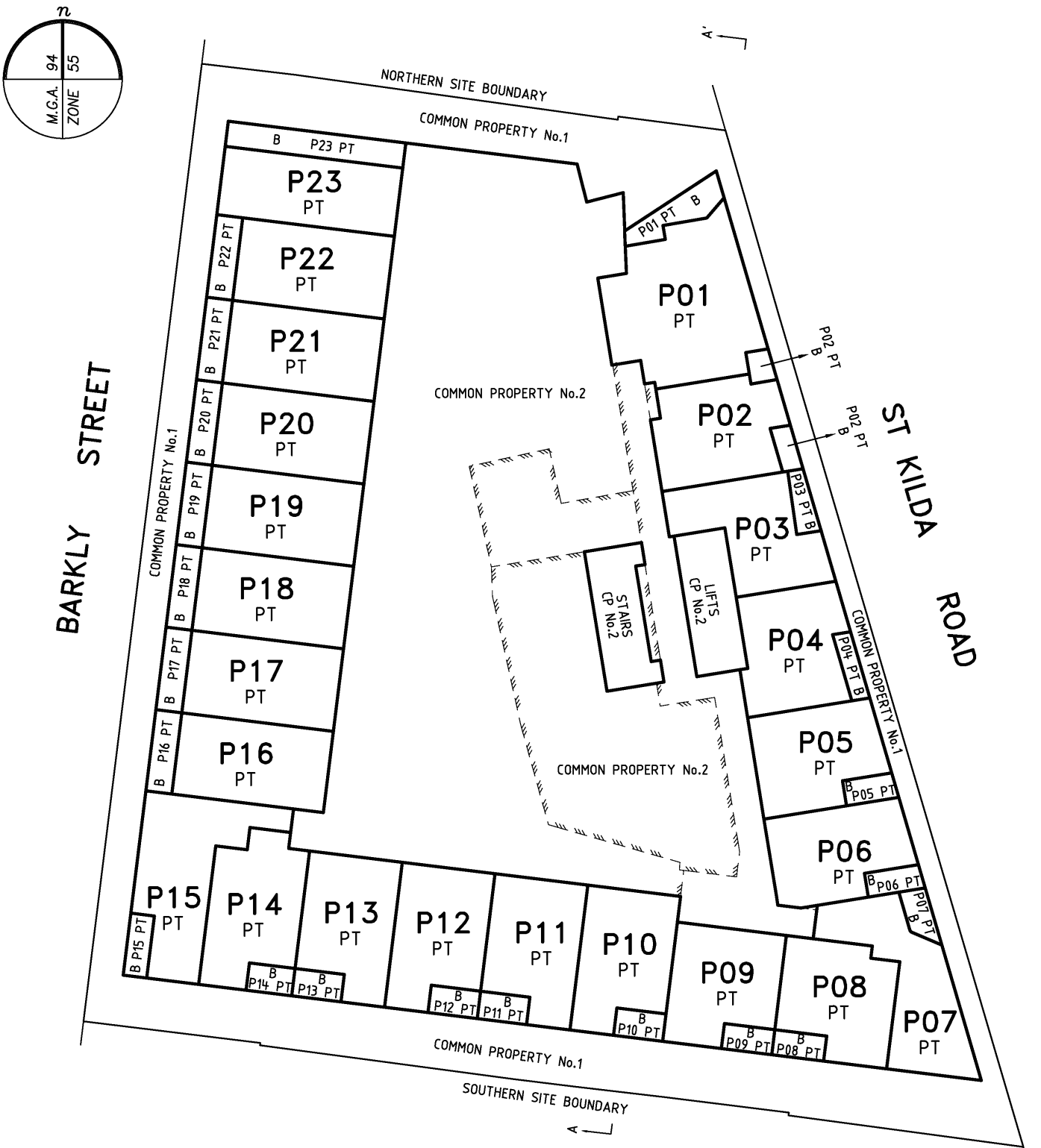
Sheet 18

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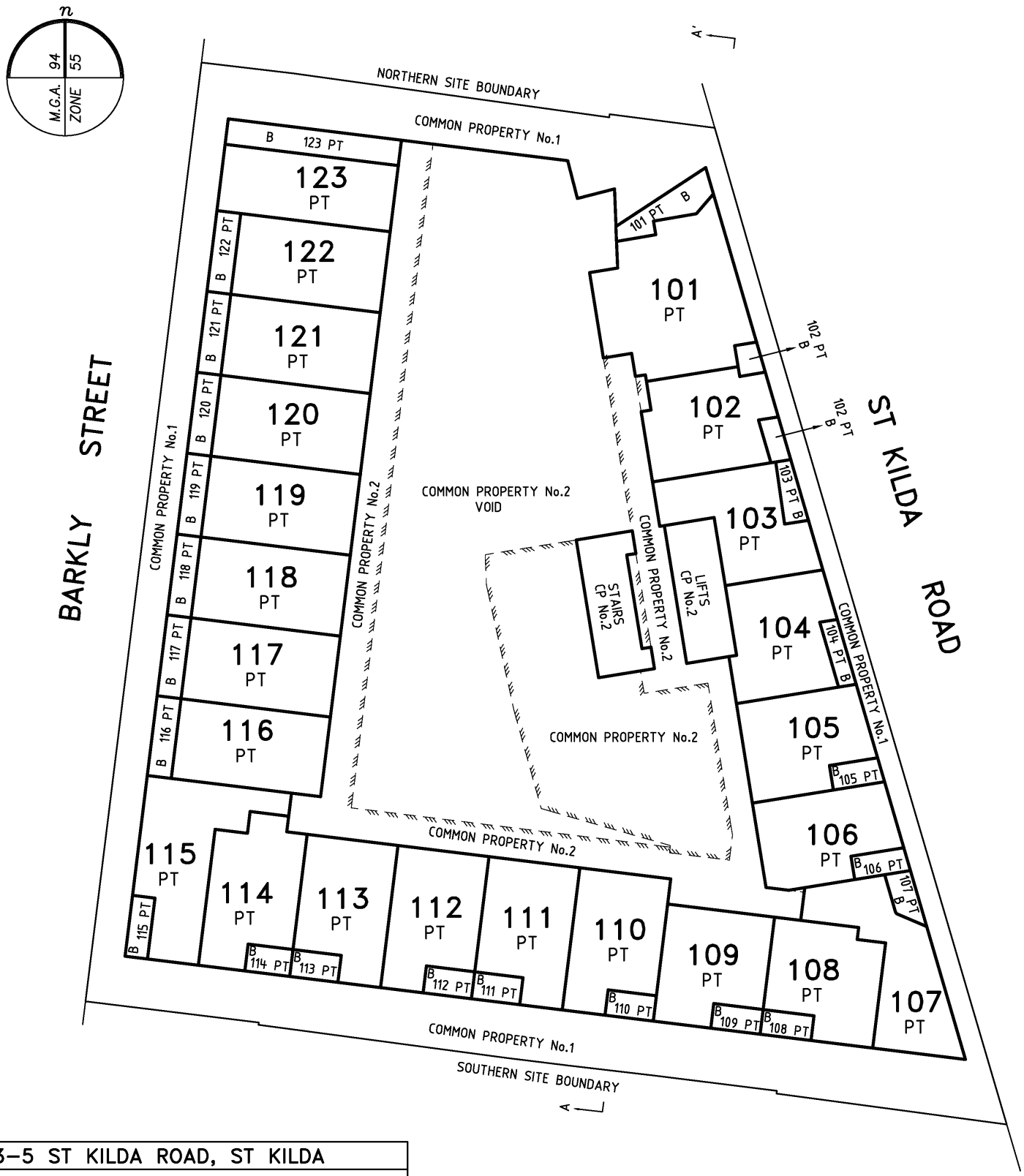
PODIUM LEVEL
DIAGRAM 8

| ORIGINAL | | SCALE | | Sheet 19 |
|---|---|---|---|---|
| SCALE 1:250 | SHEET SIZE A3 | 2·5 0 5 10 LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON<br>SIGNATURE DIGITALLY SIGNED DATE / /<br>REF 2948003 VERSION<br>DWG | |

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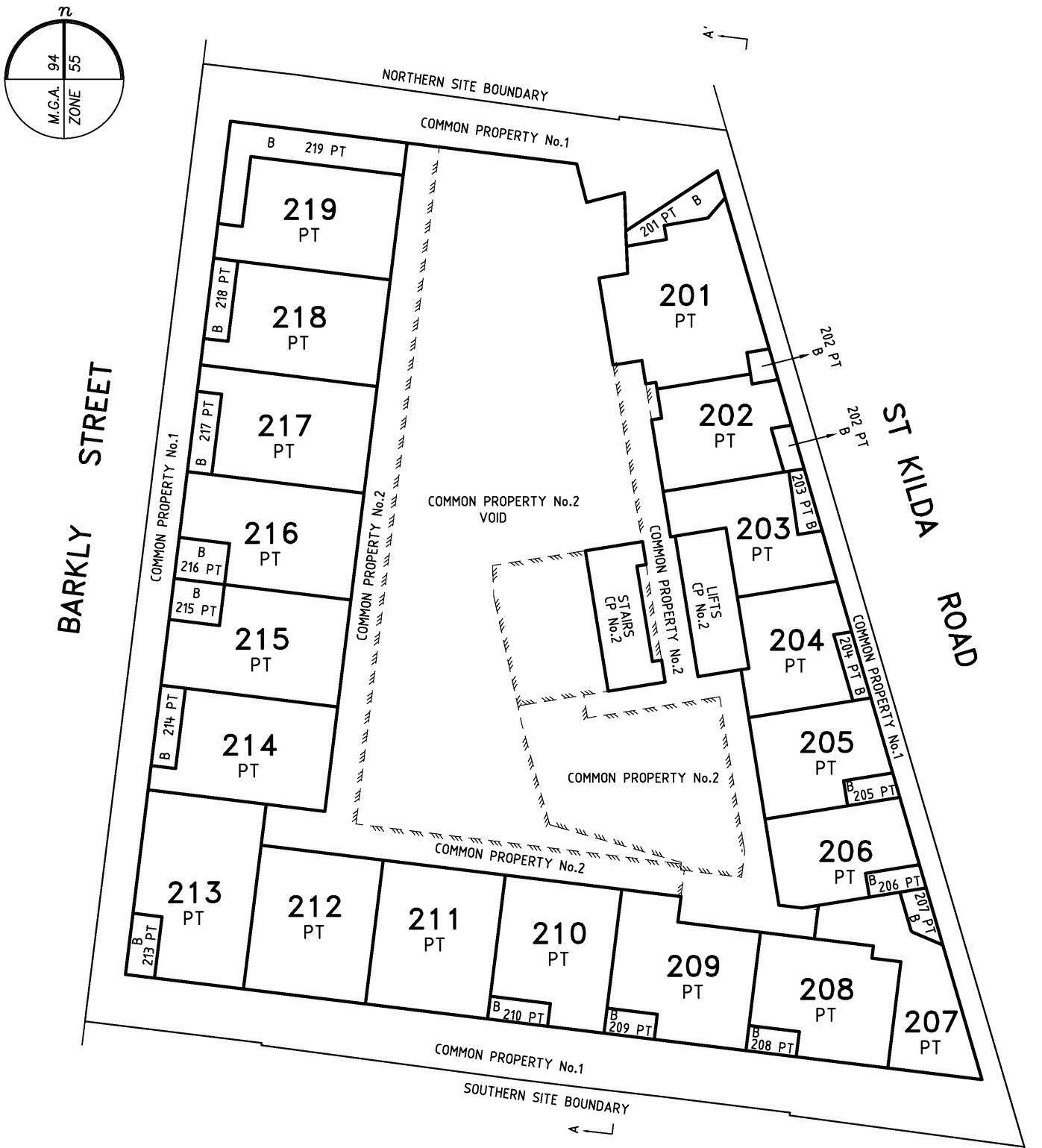
LEVEL 1
DIAGRAM 9

| ORIGINAL | | SCALE | | Sheet 20 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

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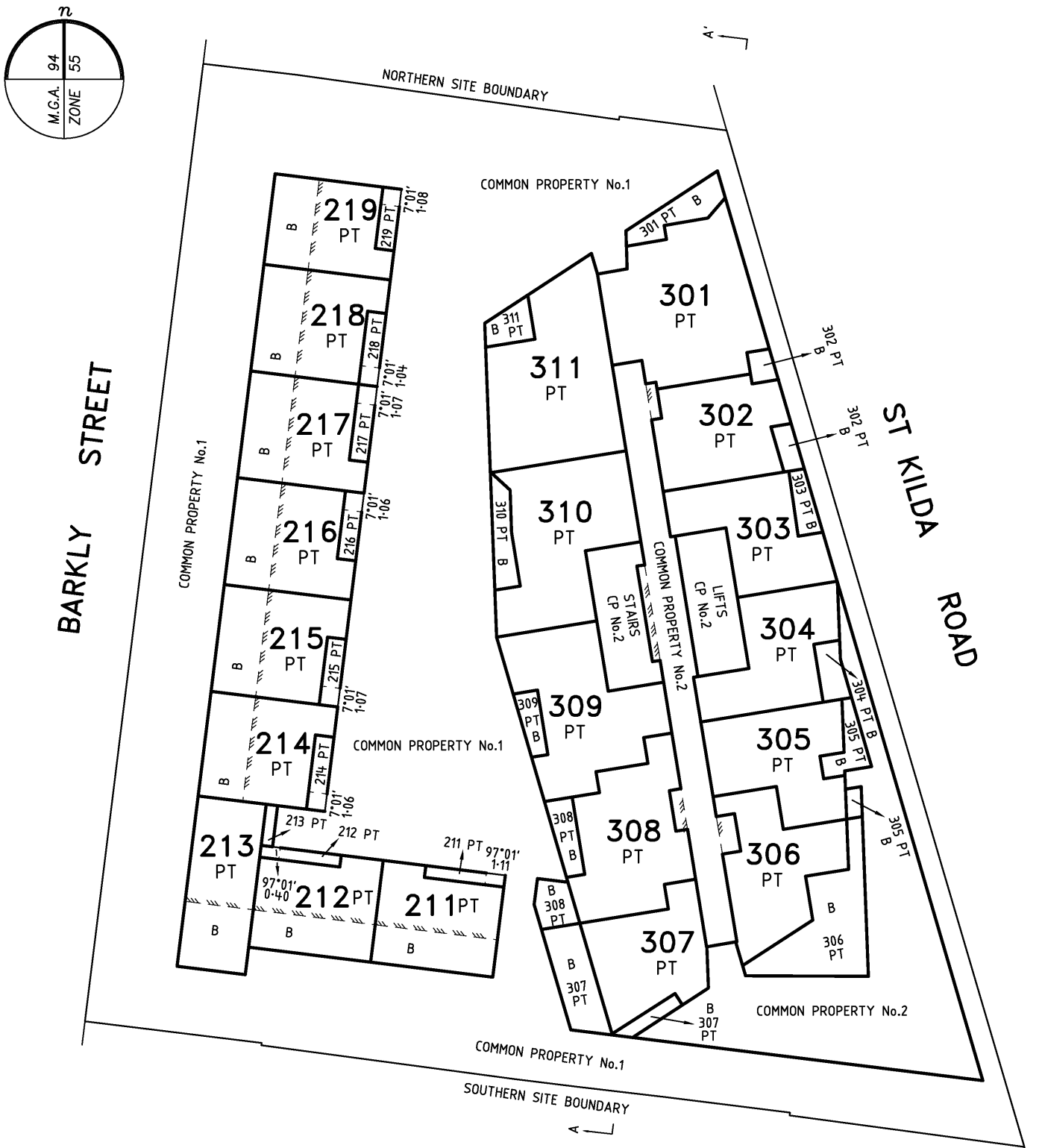
LEVEL 2
DIAGRAM 10

| ORIGINAL | | SCALE | | Sheet 21 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**




3–5 ST KILDA ROAD, ST KILDA

**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

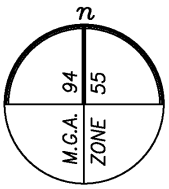
LEVEL 3
DIAGRAM 11

| ORIGINAL | | SCALE | | Sheet 22 |
|---|---|---|---|---|
| SCALE 1:250 | SHEET SIZE A3 | 2·5 0 5 10 LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON<br>SIGNATURE DIGITALLY SIGNED DATE / /<br>REF 2948003 VERSION<br>DWG | |

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**







3–5 ST KILDA ROAD, ST KILDA

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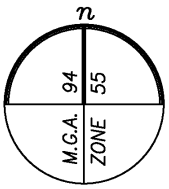
LEVEL 4
DIAGRAM 12

| ORIGINAL | | SCALE | | Sheet 23 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

Plan Number
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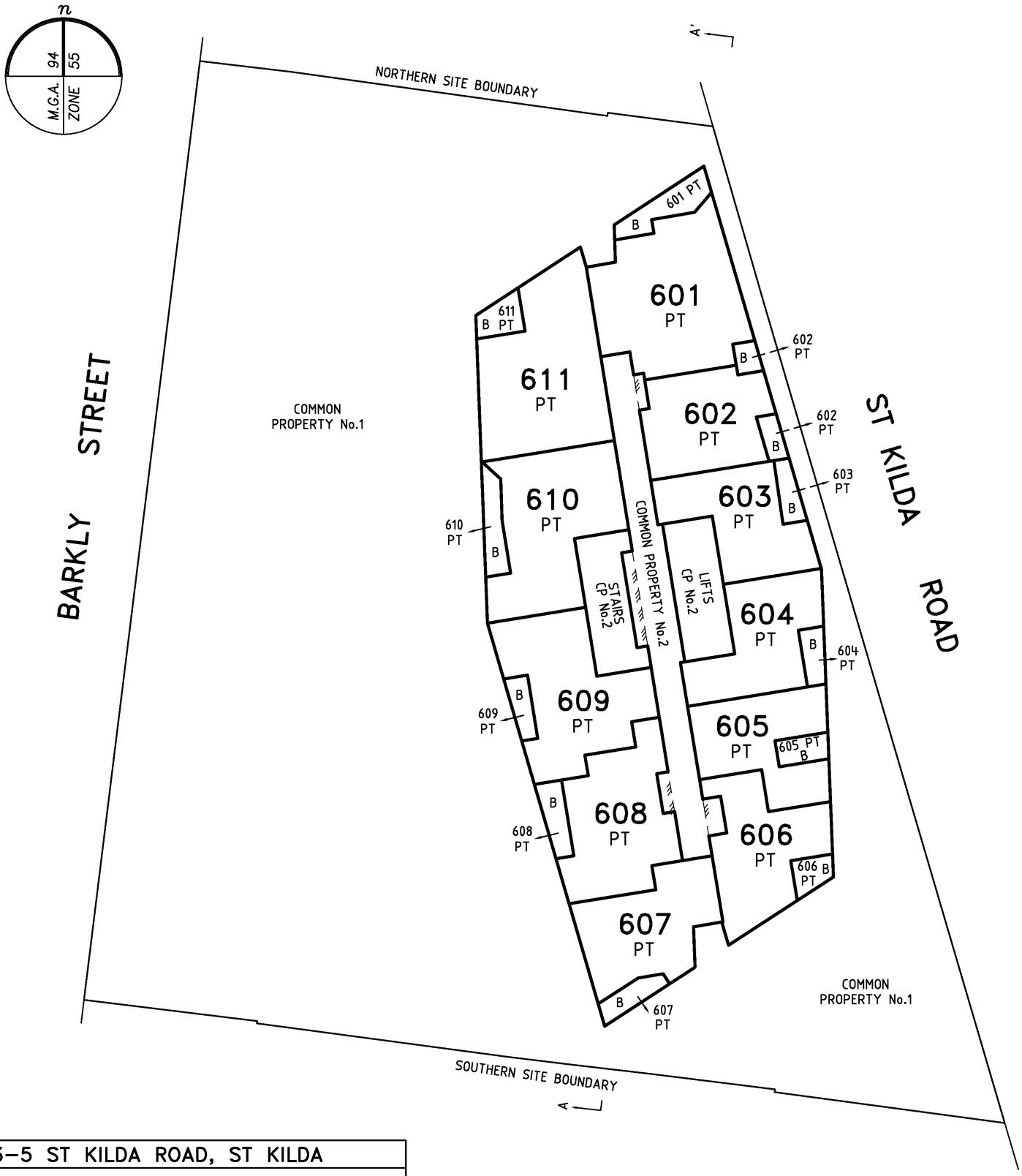
LEVEL 5
DIAGRAM 13

| ORIGINAL | | SCALE | | Sheet 24 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

Plan Number
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3–5 ST KILDA ROAD, ST KILDA

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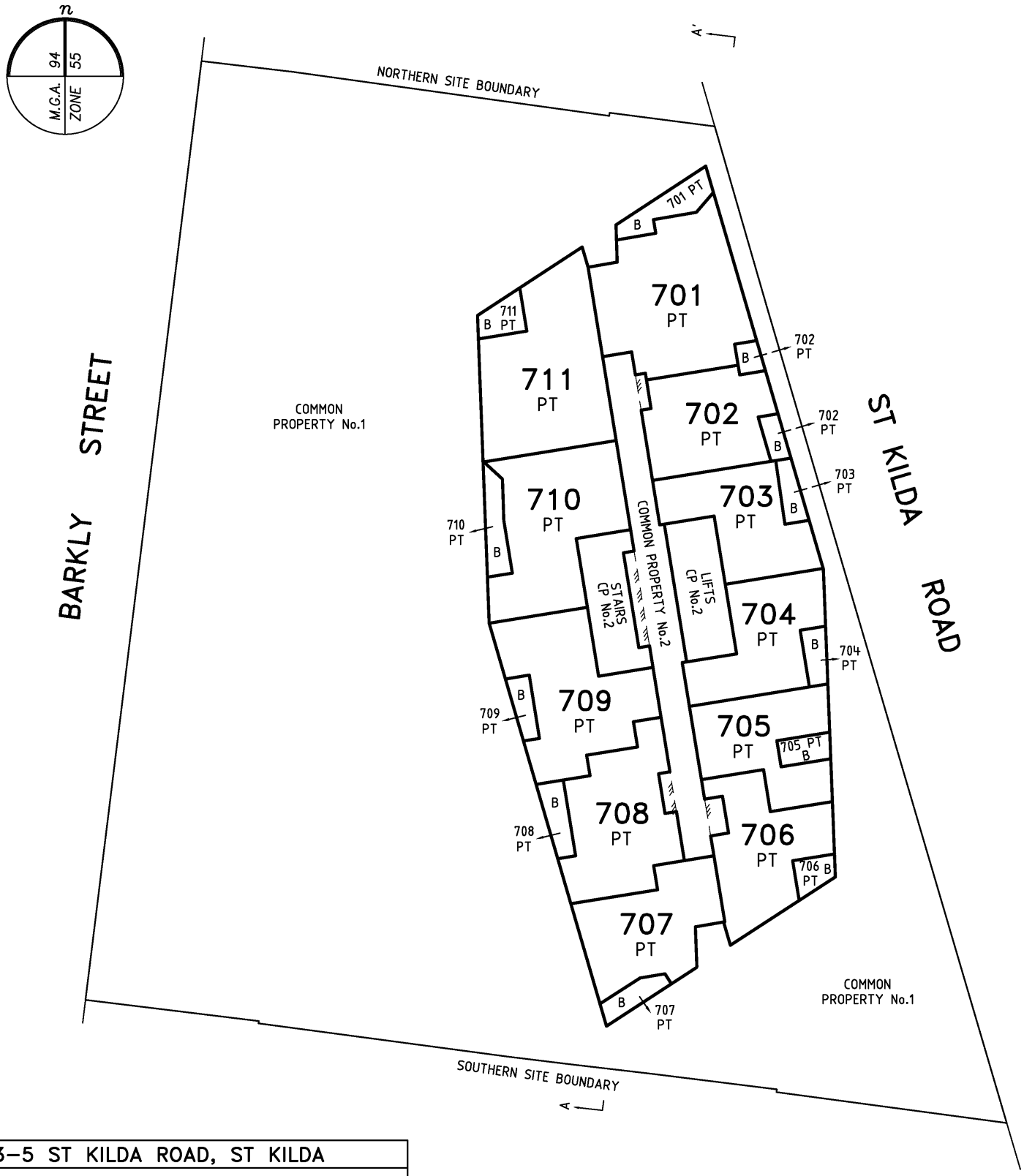
LEVEL 6
DIAGRAM 14

| ORIGINAL | | SCALE | | Sheet 25 |
|---|---|---|---|---|
| SCALE 1:250 | SHEET SIZE A3 | 2·5 0 5 10 LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON<br>SIGNATURE DIGITALLY SIGNED DATE / /<br>REF 2948003 VERSION<br>DWG | |

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# PLAN OF SUBDIVISION

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LEVEL 7
DIAGRAM 15

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

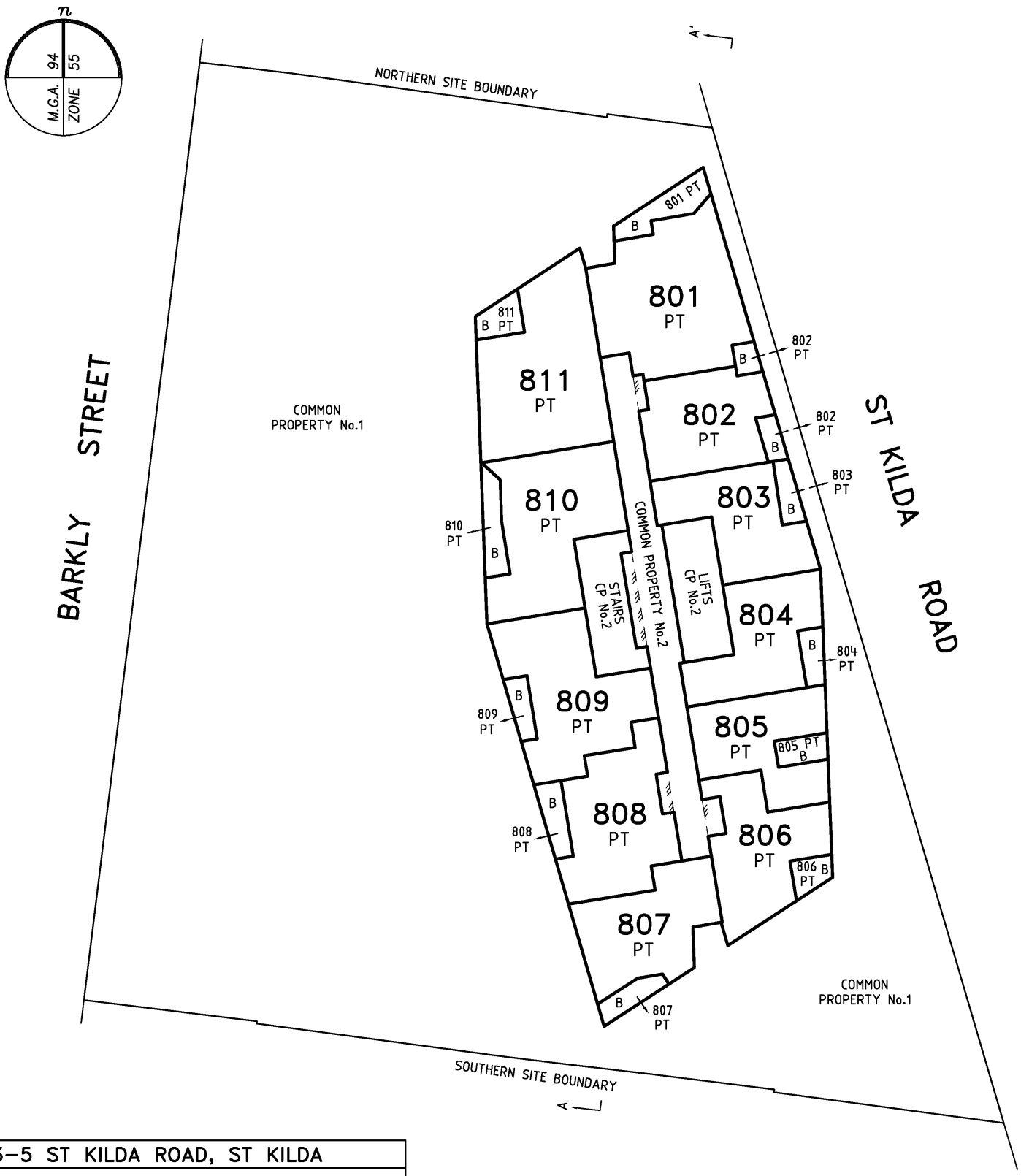
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

Plan Number
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LEVEL 8
DIAGRAM 16

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

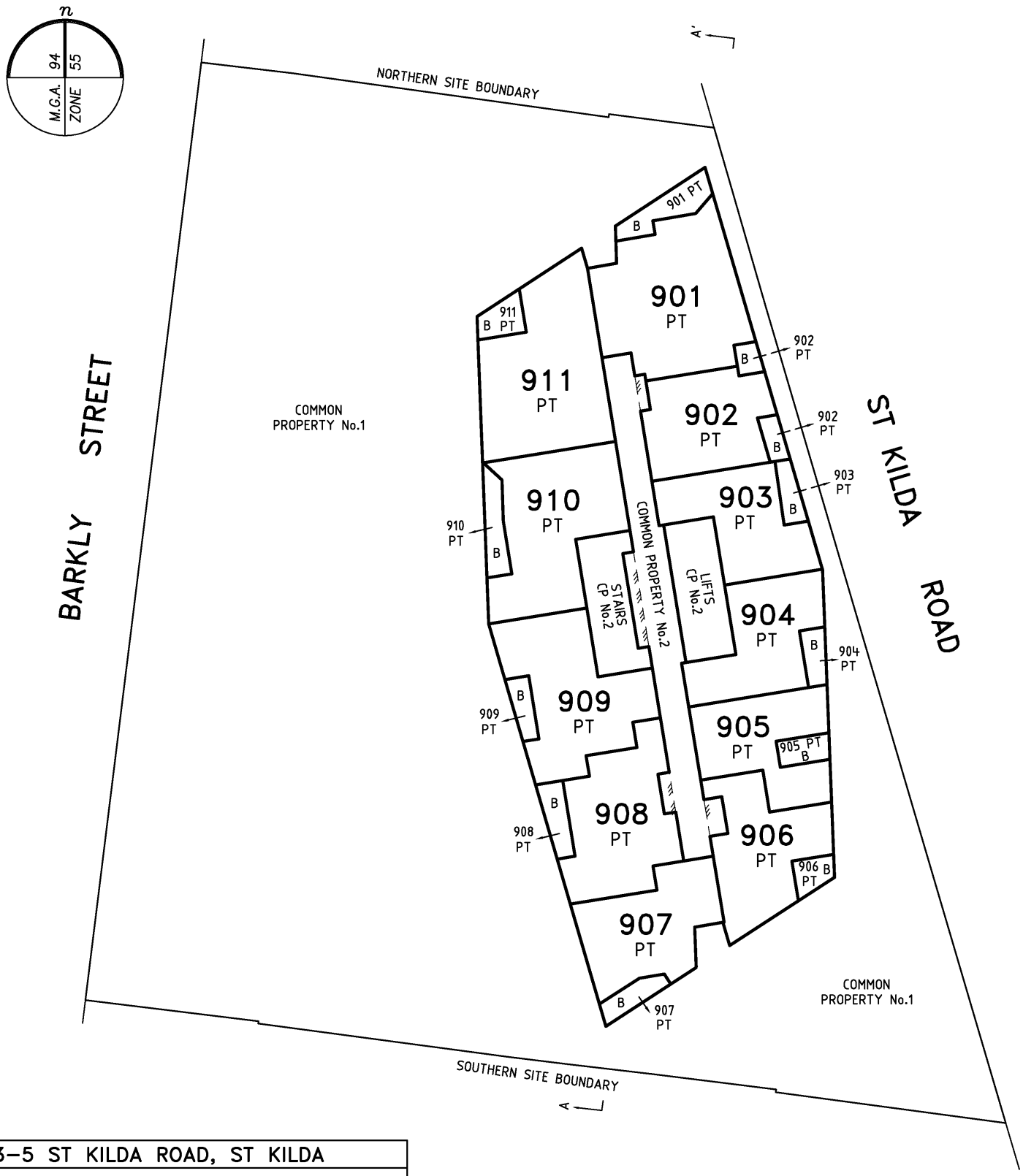
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

Plan Number
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LEVEL 9
DIAGRAM 17

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

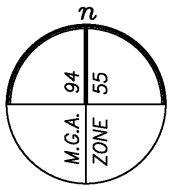
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
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# PLAN OF SUBDIVISION

Plan Number
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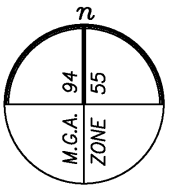
LEVEL 10
DIAGRAM 18

| ORIGINAL | | SCALE | | Sheet 29 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
| | | | DWG | |

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# PLAN OF SUBDIVISION

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LEVEL 11
DIAGRAM 19

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

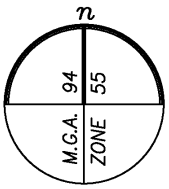
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

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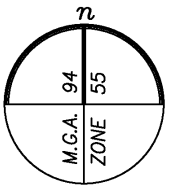
LEVEL 12
DIAGRAM 20

| ORIGINAL | | SCALE | | Sheet 31 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 VERSION | |
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# PLAN OF SUBDIVISION

Plan Number
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*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

LEVEL 13
DIAGRAM 21

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

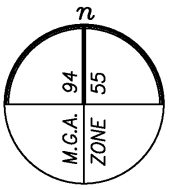
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**







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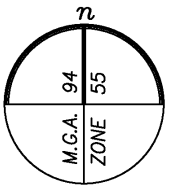
LEVEL 14
DIAGRAM 22

| ORIGINAL | | SCALE | | Sheet 33 |
|---|---|---|---|---|
| SCALE 1:250 | SHEET SIZE A3 | 2·5 0 5 10 LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON<br>SIGNATURE DIGITALLY SIGNED DATE / /<br>REF 2948003 VERSION<br>DWG | |

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**







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*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

LEVEL 15
DIAGRAM 23

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

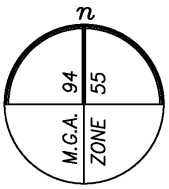
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

Plan Number
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*Vic 3205 Australia*
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LEVEL 16
DIAGRAM 24

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

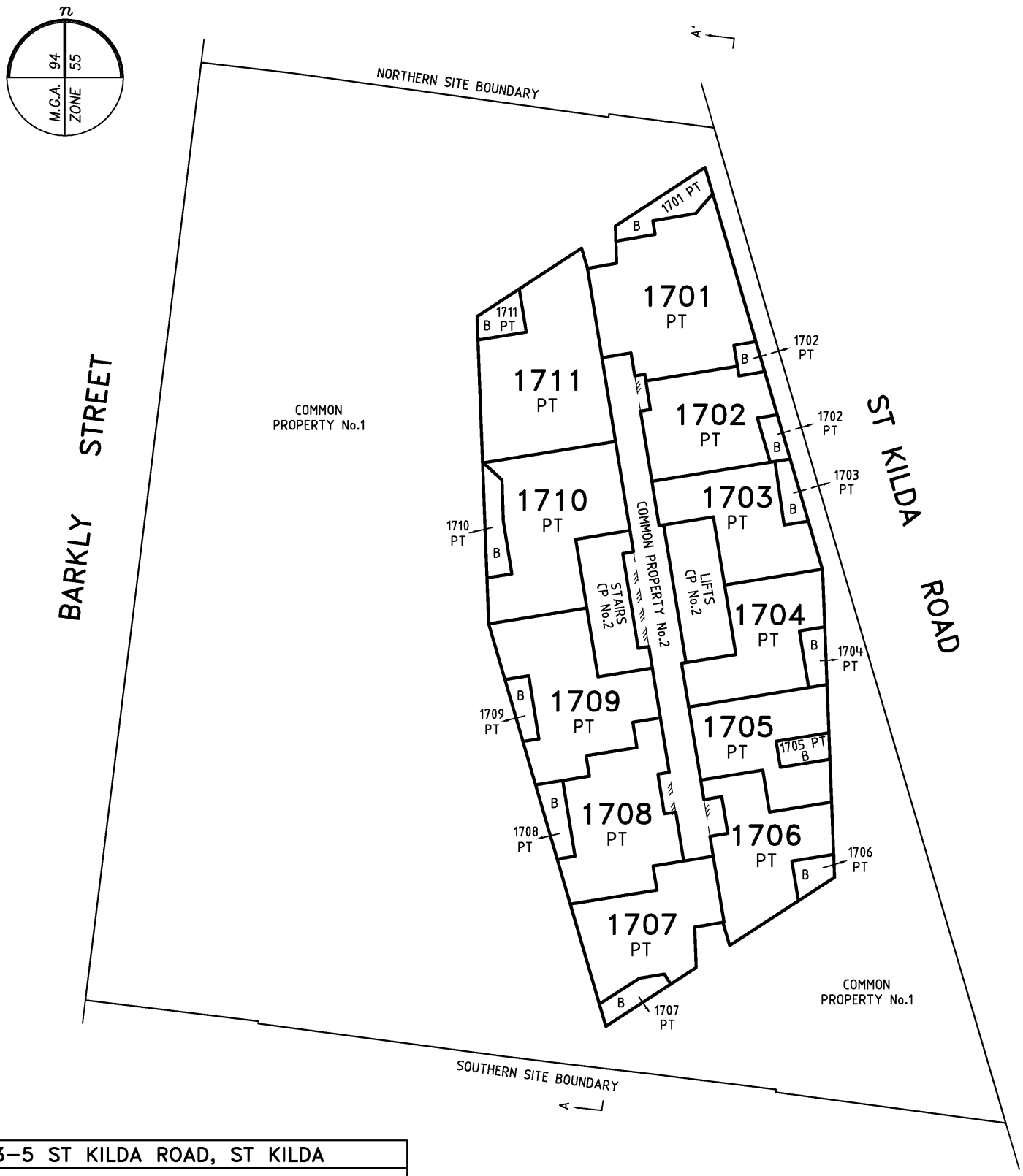
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

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# PLAN OF SUBDIVISION

Plan Number
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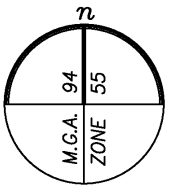
LEVEL 17
DIAGRAM 25

| ORIGINAL | | SCALE | | Sheet 36 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 2948003 DWG | VERSION |

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# PLAN OF SUBDIVISION

Plan Number
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***Tel 03) 9699 1400 Fax 03) 9699 5992***

LEVEL 18
DIAGRAM 26

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

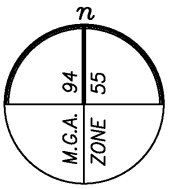
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
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# PLAN OF SUBDIVISION

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*Vic 3205 Australia*
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LEVEL 19
DIAGRAM 27

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

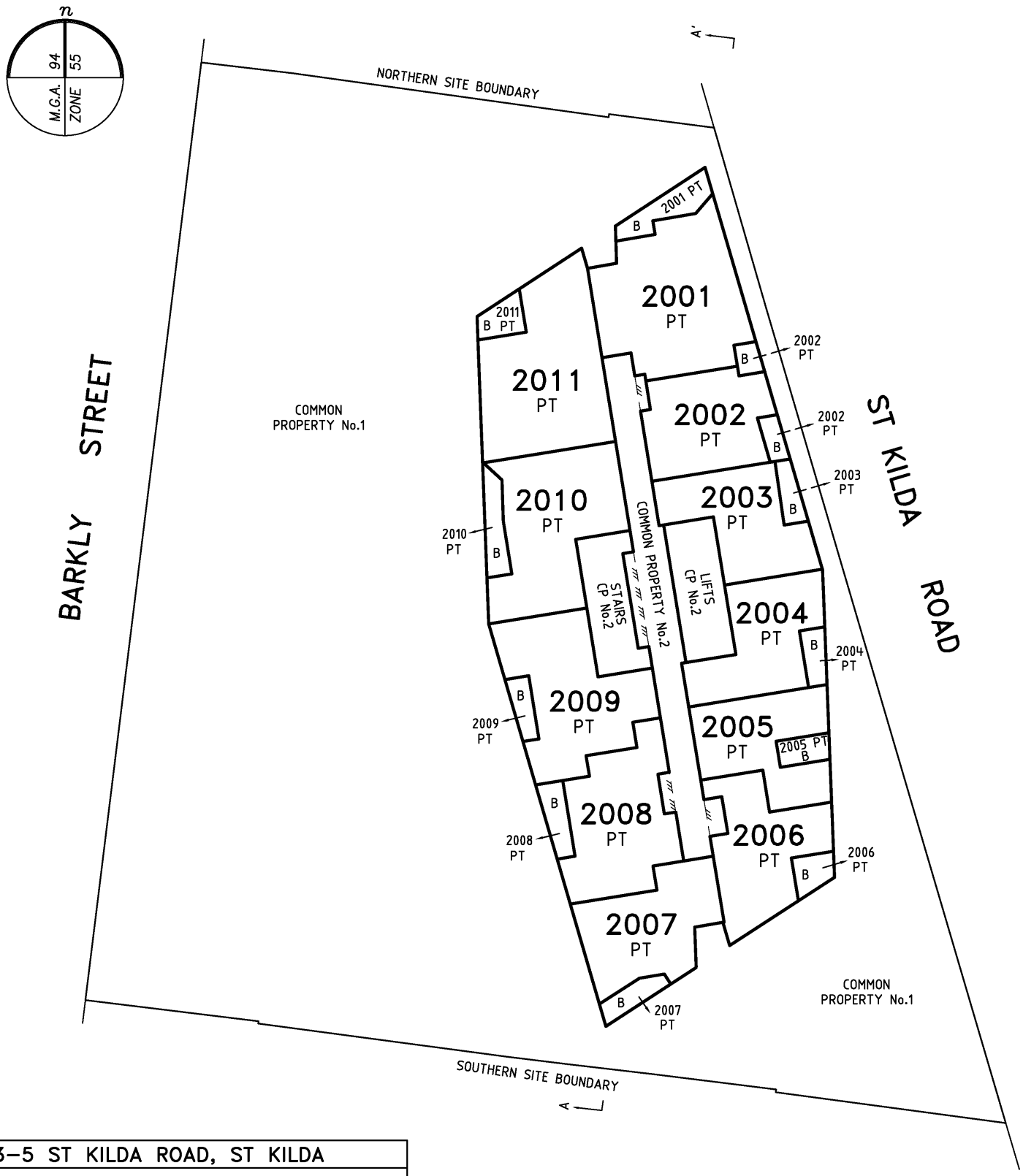
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
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# PLAN OF SUBDIVISION

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LEVEL 20
DIAGRAM 28

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:250 | A3 |

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

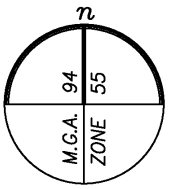
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 29480003 VERSION
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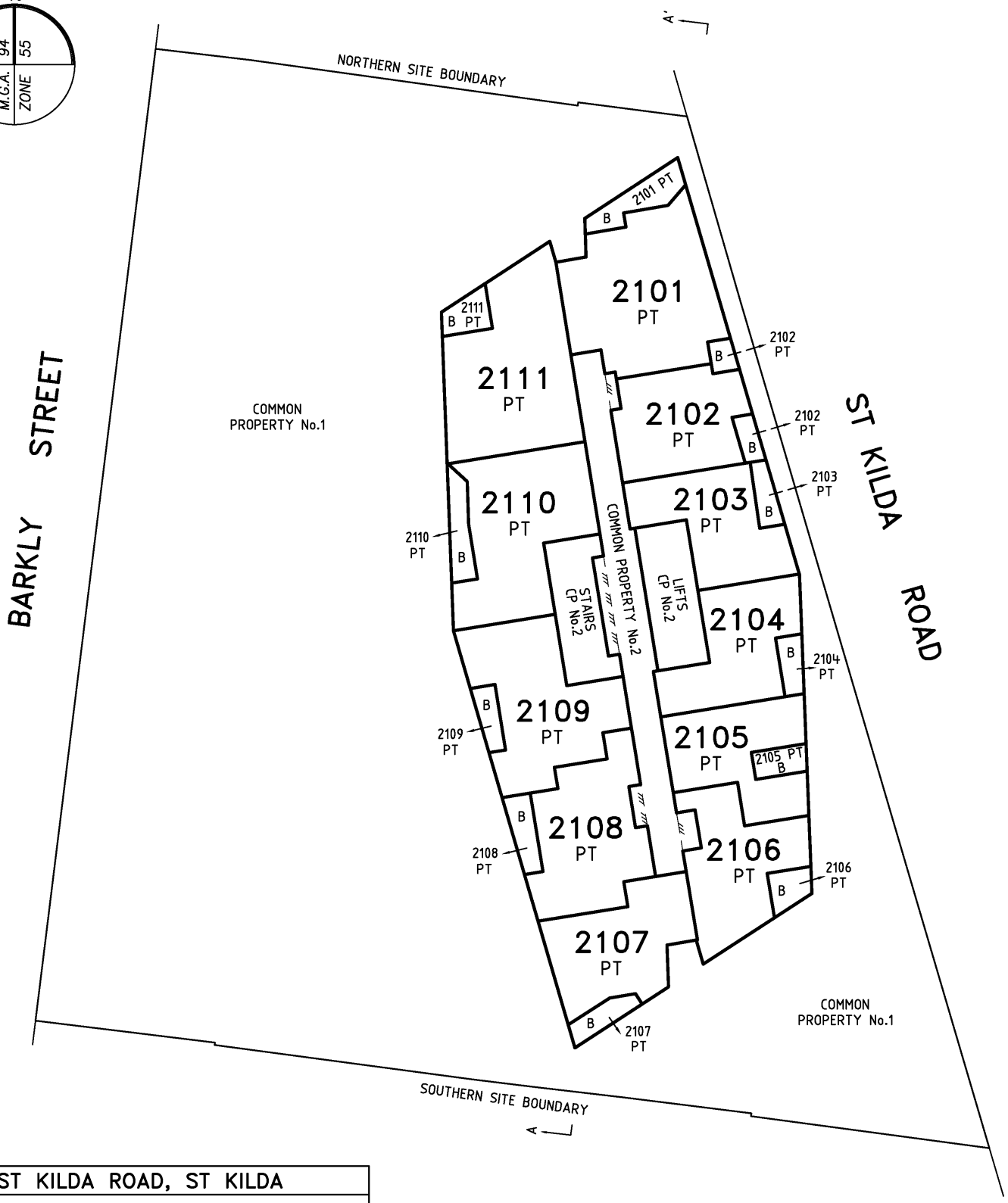
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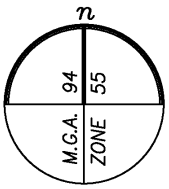
LEVEL 21
DIAGRAM 29

| ORIGINAL | | SCALE | | Sheet 40 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
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# PLAN OF SUBDIVISION

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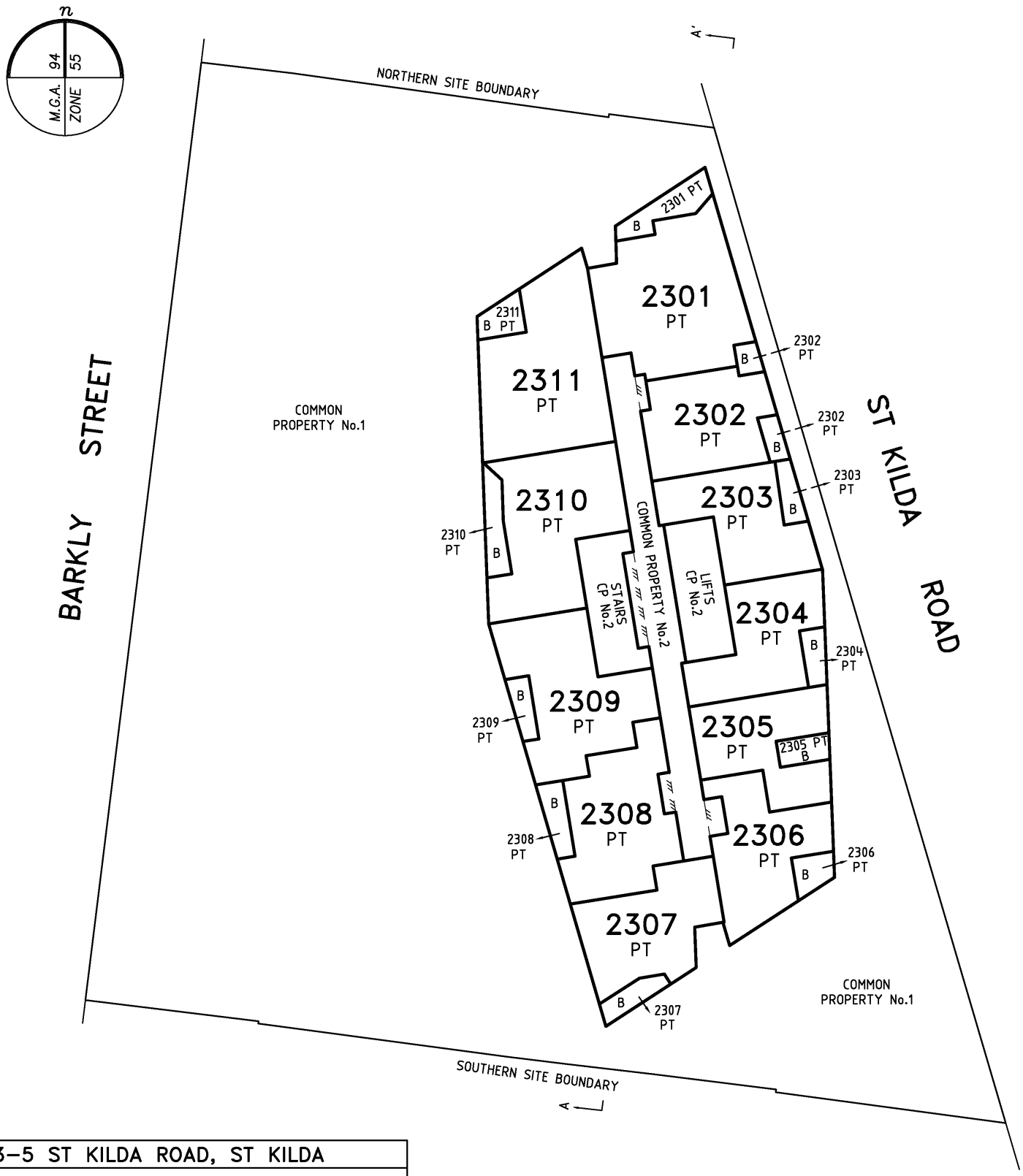
LEVEL 22
DIAGRAM 30

| ORIGINAL | | SCALE | | Sheet 41 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 29480003 VERSION | |
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*16 Eastern Road South Melbourne*
*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

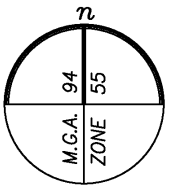
LEVEL 23
DIAGRAM 31

| ORIGINAL | | SCALE | | Sheet 42 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 29480003 VERSION | |
| | | | DWG | |

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**







3–5 ST KILDA ROAD, ST KILDA

**Bosco Jonson Pty Ltd**
*A.B.N 15 169 138 827*
*P.O. Box 5075, South Melbourne, Vic 3205*
*16 Eastern Road South Melbourne*
*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

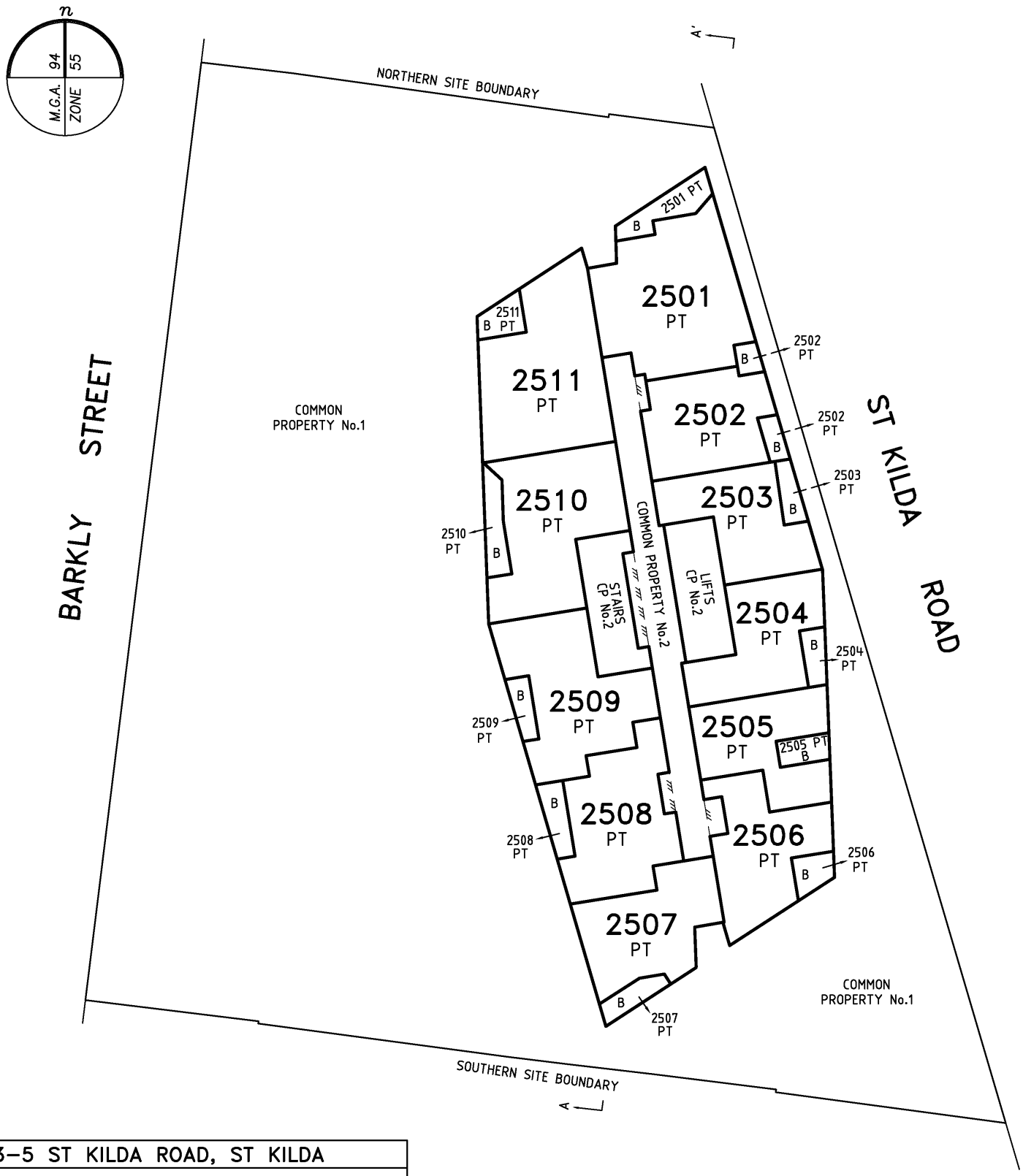
LEVEL 24
DIAGRAM 32

| ORIGINAL | | SCALE | | Sheet 43 |
|---|---|---|---|---|
| SCALE 1:250 | SHEET SIZE A3 | 2·5 0 5 10 LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON<br>SIGNATURE DIGITALLY SIGNED DATE / /<br>REF 29480003 VERSION<br>DWG | |

Delivered by LANDATA®, timestamp 06/07/2024 20:49 Page 44 of 47

# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**




3–5 ST KILDA ROAD, ST KILDA

**Bosco Jonson Pty Ltd**
*A.B.N 15 169 138 827*
*P.O. Box 5075, South Melbourne, Vic 3205*
*16 Eastern Road South Melbourne*
*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

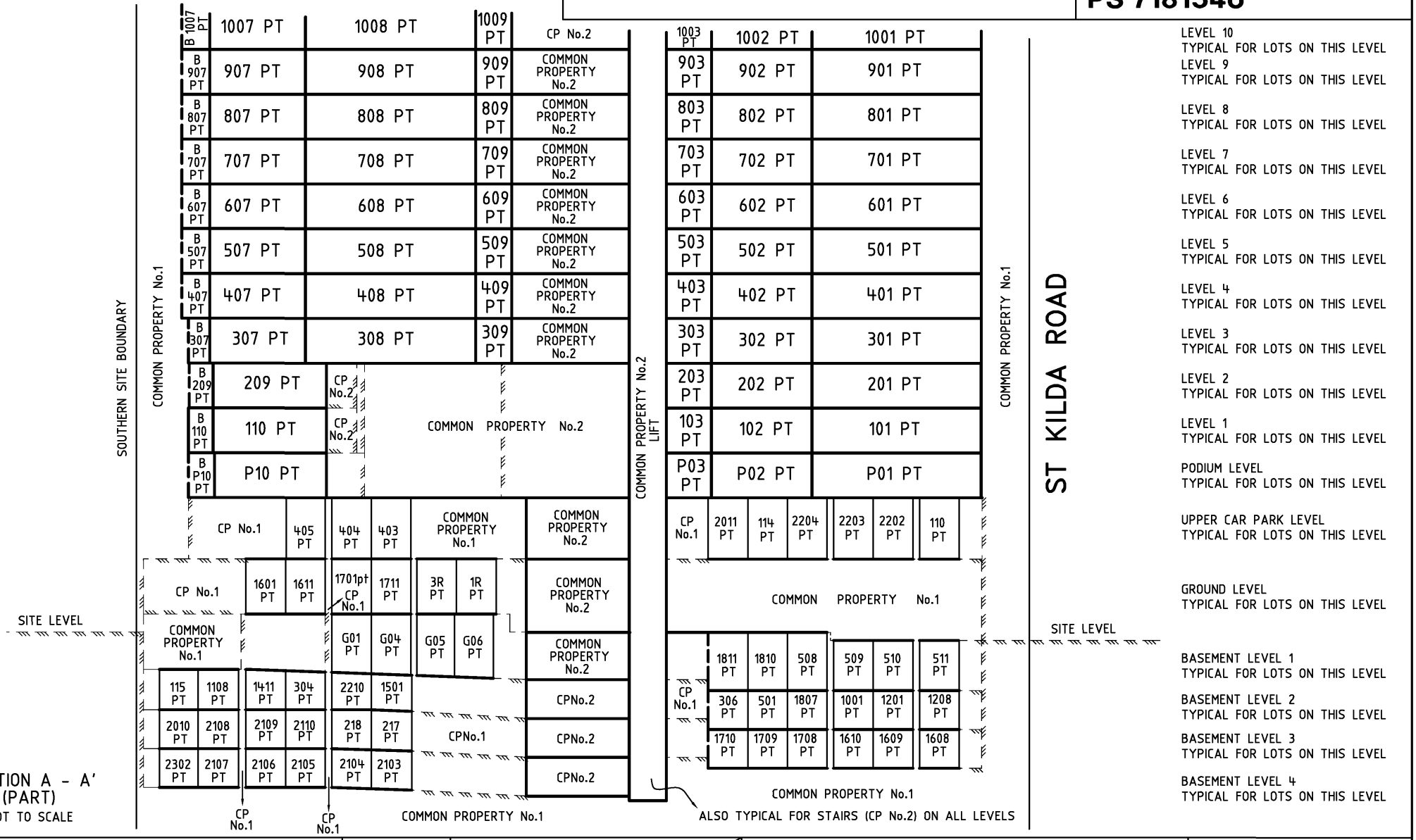
LEVEL 25
DIAGRAM 33

| ORIGINAL | | SCALE | | Sheet 44 |
|---|---|---|---|---|
| SCALE | SHEET SIZE | 2·5 0 5 10 | LICENSED SURVEYOR (PRINT) ROSS NICHOLSON | |
| 1:250 | A3 | LENGTHS ARE IN METRES | SIGNATURE DIGITALLY SIGNED DATE / / | |
| | | | REF 29480003 VERSION | |
| | | | DWG | |

# PLAN OF SUBDIVISION

Plan Number

**PS 718154U**




SECTION A - A' (PART)
NOT TO SCALE

3–5 ST KILDA ROAD, ST KILDA


**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992


ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| NTS | A3 |

SCALE
0
LENGTHS ARE IN METRES

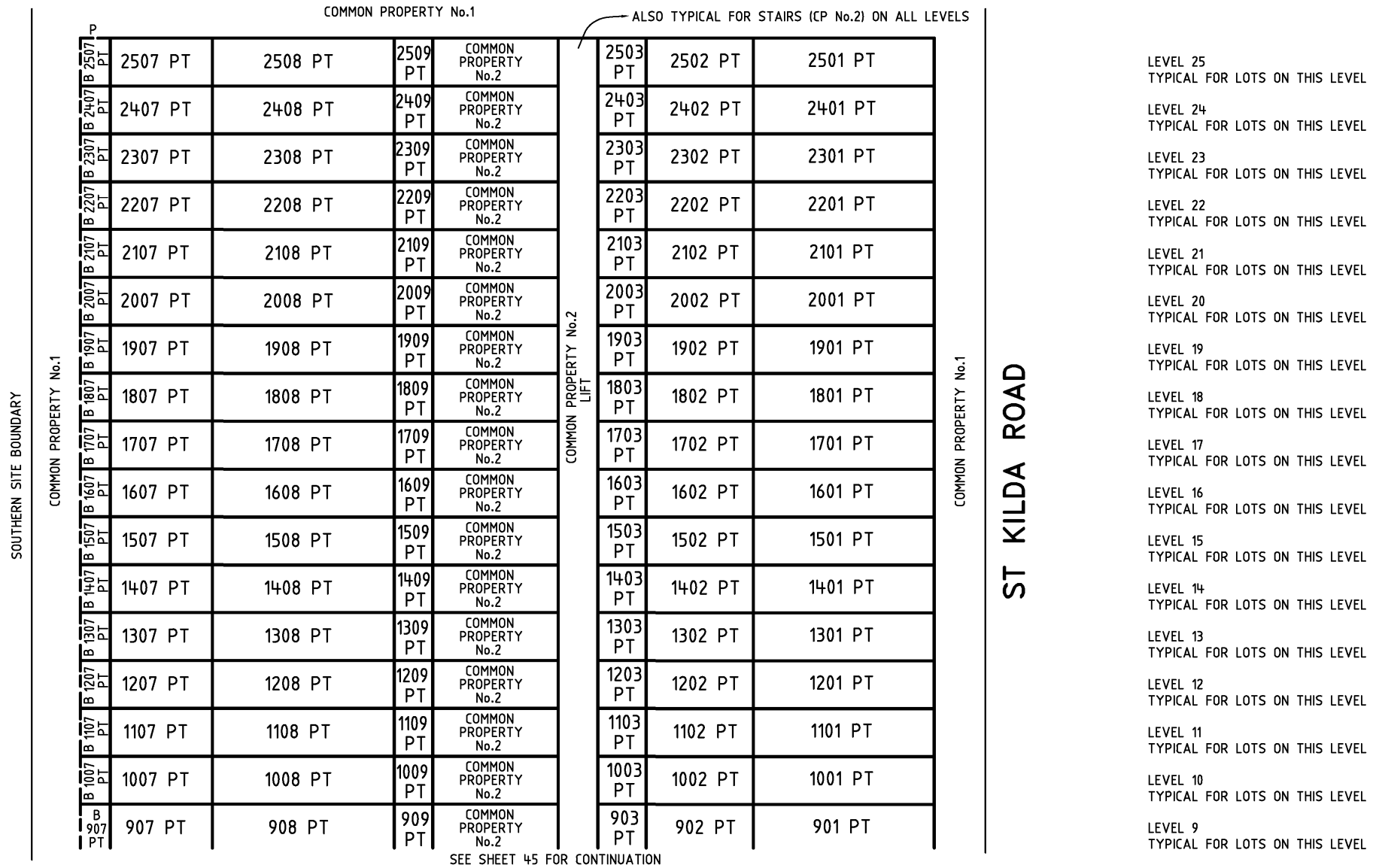
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

Sheet 45

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# PLAN OF SUBDIVISION

Plan Number
**PS 718154U**




SECTION A - A'
(PART)
NOT TO SCALE

3–5 ST KILDA ROAD, ST KILDA


**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992


ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| NTS | A3 |

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 2948003 VERSION
DWG

Sheet 46

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# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER**

PS718154U

MASTER PLAN (STAGE 1) REGISTERED DATE 11/11/2015 TIME 2:15 pm

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

| AFFECTED LAND/PARCEL | LAND/PARCEL IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|---|---|---|---|---|---|---|
| LOT S2 | LOTS 1901-1911, 2001-2011, 2101-2111, 2201-2211, 2301-2311, 2401-2411 & 2501-2511 | STAGE PLAN | PS718154U/S2 | 12/02/16 | 2 | C.G. |
| | | | | | | |
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 06/07/2024 08:49:09 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

The land in PS718154U is affected by 2 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Properties 1, 2, Lots 1R, 2R, 3R, 101 - 123, 201 - 219, 301 - 311, 401 - 411, 501 - 511, 601 - 611, 701 - 711, 801 - 811, 901 - 911, 1001 - 1011, 1101 - 1111, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1611, 1701 - 1711, 1801 - 1811, 1901 - 1911, 2001 - 2011, 2101 - 2111, 2201 - 2211, 2301 - 2311, 2401 - 2411, 2501 - 2511, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09, P01, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P02, P20, P21, P22, P23, P03, P04, P05, P06, P07, P08, P09.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

BLUESTONE OCM PTY LTD, LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AV413038S 17/03/2022

**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. OC028168D 11/11/2015

**Additional Owners Corporation Information:**

OC028167F 11/11/2015

**Notations:**

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

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property 1 | 0 | 0 |
| Common Property 2 | 0 | 0 |
| Lot 1R | 43 | 43 |
| Lot 2R | 25 | 25 |
| Lot 3R | 200 | 200 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 101 | 71 | 71 |
| Lot 102 | 43 | 43 |
| Lot 103 | 43 | 43 |
| Lot 104 | 43 | 43 |
| Lot 105 | 43 | 43 |
| Lot 106 | 43 | 43 |
| Lot 107 | 44 | 44 |
| Lot 108 | 42 | 42 |
| Lot 109 | 42 | 42 |
| Lot 110 | 43 | 43 |
| Lot 111 | 39 | 39 |
| Lot 112 | 39 | 39 |
| Lot 113 | 39 | 39 |
| Lot 114 | 43 | 43 |
| Lot 115 | 47 | 47 |
| Lot 116 | 43 | 43 |
| Lot 117 | 43 | 43 |
| Lot 118 | 43 | 43 |
| Lot 119 | 43 | 43 |
| Lot 120 | 43 | 43 |
| Lot 121 | 43 | 43 |
| Lot 122 | 43 | 43 |
| Lot 123 | 45 | 45 |
| Lot 201 | 72 | 72 |
| Lot 202 | 44 | 44 |
| Lot 203 | 43 | 43 |
| Lot 204 | 40 | 40 |
| Lot 205 | 43 | 43 |
| Lot 206 | 43 | 43 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 207 | 44 | 44 |
| Lot 208 | 56 | 56 |
| Lot 209 | 61 | 61 |
| Lot 210 | 57 | 57 |
| Lot 211 | 71 | 71 |
| Lot 212 | 71 | 71 |
| Lot 213 | 79 | 79 |
| Lot 214 | 81 | 81 |
| Lot 215 | 81 | 81 |
| Lot 216 | 81 | 81 |
| Lot 217 | 81 | 81 |
| Lot 218 | 81 | 81 |
| Lot 219 | 82 | 82 |
| Lot 301 | 77 | 77 |
| Lot 302 | 44 | 44 |
| Lot 303 | 44 | 44 |
| Lot 304 | 44 | 44 |
| Lot 305 | 40 | 40 |
| Lot 306 | 51 | 51 |
| Lot 307 | 43 | 43 |
| Lot 308 | 57 | 57 |
| Lot 309 | 63 | 63 |
| Lot 310 | 64 | 64 |
| Lot 311 | 77 | 77 |
| Lot 401 | 78 | 78 |
| Lot 402 | 45 | 45 |
| Lot 403 | 44 | 44 |
| Lot 404 | 44 | 44 |
| Lot 405 | 44 | 44 |



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# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 406 | 47 | 47 |
| Lot 407 | 49 | 49 |
| Lot 408 | 60 | 60 |
| Lot 409 | 66 | 66 |
| Lot 410 | 68 | 68 |
| Lot 411 | 78 | 78 |
| Lot 501 | 78 | 78 |
| Lot 502 | 45 | 45 |
| Lot 503 | 40 | 40 |
| Lot 504 | 44 | 44 |
| Lot 505 | 44 | 44 |
| Lot 506 | 47 | 47 |
| Lot 507 | 49 | 49 |
| Lot 508 | 60 | 60 |
| Lot 509 | 66 | 66 |
| Lot 510 | 68 | 68 |
| Lot 511 | 78 | 78 |
| Lot 601 | 78 | 78 |
| Lot 602 | 45 | 45 |
| Lot 603 | 44 | 44 |
| Lot 604 | 40 | 40 |
| Lot 605 | 44 | 44 |
| Lot 606 | 47 | 47 |
| Lot 607 | 49 | 49 |
| Lot 608 | 60 | 60 |
| Lot 609 | 66 | 66 |
| Lot 610 | 68 | 68 |
| Lot 611 | 78 | 78 |
| Lot 701 | 78 | 78 |



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ABN 86 627 986 396

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 702 | 45 | 45 |
| Lot 703 | 44 | 44 |
| Lot 704 | 44 | 44 |
| Lot 705 | 44 | 44 |
| Lot 706 | 47 | 47 |
| Lot 707 | 49 | 49 |
| Lot 708 | 60 | 60 |
| Lot 709 | 67 | 67 |
| Lot 710 | 69 | 69 |
| Lot 711 | 78 | 78 |
| Lot 801 | 78 | 78 |
| Lot 802 | 42 | 42 |
| Lot 803 | 41 | 41 |
| Lot 804 | 41 | 41 |
| Lot 805 | 41 | 41 |
| Lot 806 | 47 | 47 |
| Lot 807 | 49 | 49 |
| Lot 808 | 60 | 60 |
| Lot 809 | 67 | 67 |
| Lot 810 | 69 | 69 |
| Lot 811 | 78 | 78 |
| Lot 901 | 79 | 79 |
| Lot 902 | 46 | 46 |
| Lot 903 | 45 | 45 |
| Lot 904 | 45 | 45 |
| Lot 905 | 45 | 45 |
| Lot 906 | 48 | 48 |
| Lot 907 | 50 | 50 |
| Lot 908 | 61 | 61 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 909 | 67 | 67 |
| Lot 910 | 69 | 69 |
| Lot 911 | 79 | 79 |
| Lot 1001 | 79 | 79 |
| Lot 1002 | 42 | 42 |
| Lot 1003 | 41 | 41 |
| Lot 1004 | 45 | 45 |
| Lot 1005 | 45 | 45 |
| Lot 1006 | 48 | 48 |
| Lot 1007 | 50 | 50 |
| Lot 1008 | 61 | 61 |
| Lot 1009 | 67 | 67 |
| Lot 1010 | 69 | 69 |
| Lot 1011 | 79 | 79 |
| Lot 1101 | 79 | 79 |
| Lot 1102 | 46 | 46 |
| Lot 1103 | 45 | 45 |
| Lot 1104 | 45 | 45 |
| Lot 1105 | 45 | 45 |
| Lot 1106 | 48 | 48 |
| Lot 1107 | 50 | 50 |
| Lot 1108 | 61 | 61 |
| Lot 1109 | 67 | 67 |
| Lot 1110 | 69 | 69 |
| Lot 1111 | 79 | 79 |
| Lot 1201 | 79 | 79 |
| Lot 1202 | 46 | 46 |
| Lot 1203 | 45 | 45 |
| Lot 1204 | 45 | 45 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1205 | 42 | 42 |
| Lot 1206 | 48 | 48 |
| Lot 1207 | 50 | 50 |
| Lot 1208 | 61 | 61 |
| Lot 1209 | 68 | 68 |
| Lot 1210 | 70 | 70 |
| Lot 1211 | 79 | 79 |
| Lot 1301 | 79 | 79 |
| Lot 1302 | 46 | 46 |
| Lot 1303 | 45 | 45 |
| Lot 1304 | 45 | 45 |
| Lot 1305 | 45 | 45 |
| Lot 1306 | 48 | 48 |
| Lot 1307 | 50 | 50 |
| Lot 1308 | 61 | 61 |
| Lot 1309 | 68 | 68 |
| Lot 1310 | 70 | 70 |
| Lot 1311 | 79 | 79 |
| Lot 1401 | 82 | 82 |
| Lot 1402 | 47 | 47 |
| Lot 1403 | 46 | 46 |
| Lot 1404 | 46 | 46 |
| Lot 1405 | 46 | 46 |
| Lot 1406 | 49 | 49 |
| Lot 1407 | 51 | 51 |
| Lot 1408 | 62 | 62 |
| Lot 1409 | 68 | 68 |
| Lot 1410 | 70 | 70 |
| Lot 1411 | 80 | 80 |



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## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1501 | 80 | 80 |
| Lot 1502 | 43 | 43 |
| Lot 1503 | 46 | 46 |
| Lot 1504 | 46 | 46 |
| Lot 1505 | 42 | 42 |
| Lot 1506 | 49 | 49 |
| Lot 1507 | 51 | 51 |
| Lot 1508 | 62 | 62 |
| Lot 1509 | 68 | 68 |
| Lot 1510 | 70 | 70 |
| Lot 1511 | 80 | 80 |
| Lot 1601 | 82 | 82 |
| Lot 1602 | 47 | 47 |
| Lot 1603 | 46 | 46 |
| Lot 1604 | 46 | 46 |
| Lot 1605 | 46 | 46 |
| Lot 1606 | 49 | 49 |
| Lot 1607 | 51 | 51 |
| Lot 1608 | 62 | 62 |
| Lot 1609 | 68 | 68 |
| Lot 1610 | 70 | 70 |
| Lot 1611 | 82 | 82 |
| Lot 1701 | 83 | 83 |
| Lot 1702 | 47 | 47 |
| Lot 1703 | 46 | 46 |
| Lot 1704 | 46 | 46 |
| Lot 1705 | 46 | 46 |
| Lot 1706 | 49 | 49 |
| Lot 1707 | 51 | 51 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1708 | 62 | 62 |
| Lot 1709 | 69 | 69 |
| Lot 1710 | 71 | 71 |
| Lot 1711 | 83 | 83 |
| Lot 1801 | 83 | 83 |
| Lot 1802 | 44 | 44 |
| Lot 1803 | 46 | 46 |
| Lot 1804 | 46 | 46 |
| Lot 1805 | 46 | 46 |
| Lot 1806 | 49 | 49 |
| Lot 1807 | 51 | 51 |
| Lot 1808 | 62 | 62 |
| Lot 1809 | 69 | 69 |
| Lot 1810 | 71 | 71 |
| Lot 1811 | 83 | 83 |
| Lot 1901 | 83 | 83 |
| Lot 1902 | 48 | 48 |
| Lot 1903 | 47 | 47 |
| Lot 1904 | 47 | 47 |
| Lot 1905 | 47 | 47 |
| Lot 1906 | 50 | 50 |
| Lot 1907 | 52 | 52 |
| Lot 1908 | 63 | 63 |
| Lot 1909 | 69 | 69 |
| Lot 1910 | 71 | 71 |
| Lot 1911 | 83 | 83 |
| Lot 2001 | 83 | 83 |
| Lot 2002 | 48 | 48 |
| Lot 2003 | 47 | 47 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2004 | 47 | 47 |
| Lot 2005 | 47 | 47 |
| Lot 2006 | 50 | 50 |
| Lot 2007 | 52 | 52 |
| Lot 2008 | 63 | 63 |
| Lot 2009 | 69 | 69 |
| Lot 2010 | 71 | 71 |
| Lot 2011 | 83 | 83 |
| Lot 2101 | 83 | 83 |
| Lot 2102 | 48 | 48 |
| Lot 2103 | 47 | 47 |
| Lot 2104 | 47 | 47 |
| Lot 2105 | 47 | 47 |
| Lot 2106 | 50 | 50 |
| Lot 2107 | 52 | 52 |
| Lot 2108 | 63 | 63 |
| Lot 2109 | 69 | 69 |
| Lot 2110 | 71 | 71 |
| Lot 2111 | 83 | 83 |
| Lot 2201 | 84 | 84 |
| Lot 2202 | 48 | 48 |
| Lot 2203 | 47 | 47 |
| Lot 2204 | 47 | 47 |
| Lot 2205 | 47 | 47 |
| Lot 2206 | 50 | 50 |
| Lot 2207 | 52 | 52 |
| Lot 2208 | 63 | 63 |
| Lot 2209 | 70 | 70 |
| Lot 2210 | 72 | 72 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2211 | 84 | 84 |
| Lot 2301 | 84 | 84 |
| Lot 2302 | 48 | 48 |
| Lot 2303 | 47 | 47 |
| Lot 2304 | 47 | 47 |
| Lot 2305 | 47 | 47 |
| Lot 2306 | 50 | 50 |
| Lot 2307 | 52 | 52 |
| Lot 2308 | 63 | 63 |
| Lot 2309 | 70 | 70 |
| Lot 2310 | 72 | 72 |
| Lot 2311 | 84 | 84 |
| Lot 2401 | 84 | 84 |
| Lot 2402 | 49 | 49 |
| Lot 2403 | 48 | 48 |
| Lot 2404 | 48 | 48 |
| Lot 2405 | 48 | 48 |
| Lot 2406 | 51 | 51 |
| Lot 2407 | 53 | 53 |
| Lot 2408 | 64 | 64 |
| Lot 2409 | 70 | 70 |
| Lot 2410 | 72 | 72 |
| Lot 2411 | 84 | 84 |
| Lot 2501 | 84 | 84 |
| Lot 2502 | 49 | 49 |
| Lot 2503 | 48 | 48 |
| Lot 2504 | 48 | 48 |
| Lot 2505 | 48 | 48 |
| Lot 2506 | 51 | 51 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2507 | 53 | 53 |
| Lot 2508 | 64 | 64 |
| Lot 2509 | 70 | 70 |
| Lot 2510 | 72 | 72 |
| Lot 2511 | 84 | 84 |
| Lot G01 | 65 | 65 |
| Lot G10 | 68 | 68 |
| Lot G02 | 66 | 66 |
| Lot G03 | 66 | 66 |
| Lot G04 | 66 | 66 |
| Lot G05 | 66 | 66 |
| Lot G06 | 66 | 66 |
| Lot G07 | 66 | 66 |
| Lot G08 | 66 | 66 |
| Lot G09 | 66 | 66 |
| Lot P01 | 71 | 71 |
| Lot P10 | 39 | 39 |
| Lot P11 | 42 | 42 |
| Lot P12 | 42 | 42 |
| Lot P13 | 42 | 42 |
| Lot P14 | 39 | 39 |
| Lot P15 | 46 | 46 |
| Lot P16 | 43 | 43 |
| Lot P17 | 43 | 43 |
| Lot P18 | 43 | 43 |
| Lot P19 | 43 | 43 |
| Lot P02 | 39 | 39 |
| Lot P20 | 43 | 43 |
| Lot P21 | 43 | 43 |



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# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot P22 | 43 | 43 |
| Lot P23 | 44 | 44 |
| Lot P03 | 42 | 42 |
| Lot P04 | 42 | 42 |
| Lot P05 | 39 | 39 |
| Lot P06 | 39 | 39 |
| Lot P07 | 40 | 40 |
| Lot P08 | 38 | 38 |
| Lot P09 | 42 | 42 |
| **Total** | **18889.00** | **18889.00** |

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.



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 06/07/2024 08:49:09 PM

**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

The land in PS718154U is affected by 2 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Property 2, Lots 101 - 123, 201 - 219, 301 - 311, 401 - 411, 501 - 511, 601 - 611, 701 - 711, 801 - 811, 901 - 911, 1001 - 1011, 1101 - 1111, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1611, 1701 - 1711, 1801 - 1811, 1901 - 1911, 2001 - 2011, 2101 - 2111, 2201 - 2211, 2301 - 2311, 2401 - 2411, 2501 - 2511, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09, P01, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P02, P20, P21, P22, P23, P03, P04, P05, P06, P07, P08, P09.

**Limitations on Owners Corporation:**

Limited to Common Property

**Postal Address for Services of Notices:**

BLUESTONE OCM PTY LTD, LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AV413038S 17/03/2022

**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. OC028170S 11/11/2015

**Additional Owners Corporation Information:**

OC028169B 11/11/2015

**Notations:**

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

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property 2 | 0 | 0 |
| Lot 101 | 71 | 71 |
| Lot 102 | 43 | 43 |
| Lot 103 | 43 | 43 |
| Lot 104 | 43 | 43 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 105 | 43 | 43 |
| Lot 106 | 43 | 43 |
| Lot 107 | 44 | 44 |
| Lot 108 | 42 | 42 |
| Lot 109 | 42 | 42 |
| Lot 110 | 43 | 43 |
| Lot 111 | 39 | 39 |
| Lot 112 | 39 | 39 |
| Lot 113 | 39 | 39 |
| Lot 114 | 43 | 43 |
| Lot 115 | 47 | 47 |
| Lot 116 | 43 | 43 |
| Lot 117 | 43 | 43 |
| Lot 118 | 43 | 43 |
| Lot 119 | 43 | 43 |
| Lot 120 | 43 | 43 |
| Lot 121 | 43 | 43 |
| Lot 122 | 43 | 43 |
| Lot 123 | 45 | 45 |
| Lot 201 | 72 | 72 |
| Lot 202 | 44 | 44 |
| Lot 203 | 43 | 43 |
| Lot 204 | 40 | 40 |
| Lot 205 | 43 | 43 |
| Lot 206 | 43 | 43 |
| Lot 207 | 44 | 44 |
| Lot 208 | 56 | 56 |
| Lot 209 | 61 | 61 |
| Lot 210 | 57 | 57 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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VICTORIA State Government

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 211 | 71 | 71 |
| Lot 212 | 71 | 71 |
| Lot 213 | 79 | 79 |
| Lot 214 | 81 | 81 |
| Lot 215 | 81 | 81 |
| Lot 216 | 81 | 81 |
| Lot 217 | 81 | 81 |
| Lot 218 | 81 | 81 |
| Lot 219 | 82 | 82 |
| Lot 301 | 77 | 77 |
| Lot 302 | 44 | 44 |
| Lot 303 | 44 | 44 |
| Lot 304 | 44 | 44 |
| Lot 305 | 40 | 40 |
| Lot 306 | 51 | 51 |
| Lot 307 | 43 | 43 |
| Lot 308 | 57 | 57 |
| Lot 309 | 63 | 63 |
| Lot 310 | 64 | 64 |
| Lot 311 | 77 | 77 |
| Lot 401 | 78 | 78 |
| Lot 402 | 45 | 45 |
| Lot 403 | 44 | 44 |
| Lot 404 | 44 | 44 |
| Lot 405 | 44 | 44 |
| Lot 406 | 47 | 47 |
| Lot 407 | 49 | 49 |
| Lot 408 | 60 | 60 |
| Lot 409 | 66 | 66 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 410 | 68 | 68 |
| Lot 411 | 78 | 78 |
| Lot 501 | 78 | 78 |
| Lot 502 | 45 | 45 |
| Lot 503 | 40 | 40 |
| Lot 504 | 44 | 44 |
| Lot 505 | 44 | 44 |
| Lot 506 | 47 | 47 |
| Lot 507 | 49 | 49 |
| Lot 508 | 60 | 60 |
| Lot 509 | 66 | 66 |
| Lot 510 | 68 | 68 |
| Lot 511 | 78 | 78 |
| Lot 601 | 78 | 78 |
| Lot 602 | 45 | 45 |
| Lot 603 | 44 | 44 |
| Lot 604 | 40 | 40 |
| Lot 605 | 44 | 44 |
| Lot 606 | 47 | 47 |
| Lot 607 | 49 | 49 |
| Lot 608 | 60 | 60 |
| Lot 609 | 66 | 66 |
| Lot 610 | 68 | 68 |
| Lot 611 | 78 | 78 |
| Lot 701 | 78 | 78 |
| Lot 702 | 45 | 45 |
| Lot 703 | 44 | 44 |
| Lot 704 | 44 | 44 |
| Lot 705 | 44 | 44 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 706 | 47 | 47 |
| Lot 707 | 49 | 49 |
| Lot 708 | 60 | 60 |
| Lot 709 | 67 | 67 |
| Lot 710 | 69 | 69 |
| Lot 711 | 78 | 78 |
| Lot 801 | 78 | 78 |
| Lot 802 | 42 | 42 |
| Lot 803 | 41 | 41 |
| Lot 804 | 41 | 41 |
| Lot 805 | 41 | 41 |
| Lot 806 | 47 | 47 |
| Lot 807 | 49 | 49 |
| Lot 808 | 60 | 60 |
| Lot 809 | 67 | 67 |
| Lot 810 | 69 | 69 |
| Lot 811 | 78 | 78 |
| Lot 901 | 79 | 79 |
| Lot 902 | 46 | 46 |
| Lot 903 | 45 | 45 |
| Lot 904 | 45 | 45 |
| Lot 905 | 45 | 45 |
| Lot 906 | 48 | 48 |
| Lot 907 | 50 | 50 |
| Lot 908 | 61 | 61 |
| Lot 909 | 67 | 67 |
| Lot 910 | 69 | 69 |
| Lot 911 | 79 | 79 |
| Lot 1001 | 79 | 79 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1002 | 42 | 42 |
| Lot 1003 | 41 | 41 |
| Lot 1004 | 45 | 45 |
| Lot 1005 | 45 | 45 |
| Lot 1006 | 48 | 48 |
| Lot 1007 | 50 | 50 |
| Lot 1008 | 61 | 61 |
| Lot 1009 | 67 | 67 |
| Lot 1010 | 69 | 69 |
| Lot 1011 | 79 | 79 |
| Lot 1101 | 79 | 79 |
| Lot 1102 | 46 | 46 |
| Lot 1103 | 45 | 45 |
| Lot 1104 | 45 | 45 |
| Lot 1105 | 45 | 45 |
| Lot 1106 | 48 | 48 |
| Lot 1107 | 50 | 50 |
| Lot 1108 | 61 | 61 |
| Lot 1109 | 67 | 67 |
| Lot 1110 | 69 | 69 |
| Lot 1111 | 79 | 79 |
| Lot 1201 | 79 | 79 |
| Lot 1202 | 46 | 46 |
| Lot 1203 | 45 | 45 |
| Lot 1204 | 45 | 45 |
| Lot 1205 | 42 | 42 |
| Lot 1206 | 48 | 48 |
| Lot 1207 | 50 | 50 |
| Lot 1208 | 61 | 61 |



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## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1209 | 68 | 68 |
| Lot 1210 | 70 | 70 |
| Lot 1211 | 79 | 79 |
| Lot 1301 | 79 | 79 |
| Lot 1302 | 46 | 46 |
| Lot 1303 | 45 | 45 |
| Lot 1304 | 45 | 45 |
| Lot 1305 | 45 | 45 |
| Lot 1306 | 48 | 48 |
| Lot 1307 | 50 | 50 |
| Lot 1308 | 61 | 61 |
| Lot 1309 | 68 | 68 |
| Lot 1310 | 70 | 70 |
| Lot 1311 | 79 | 79 |
| Lot 1401 | 82 | 82 |
| Lot 1402 | 47 | 47 |
| Lot 1403 | 46 | 46 |
| Lot 1404 | 46 | 46 |
| Lot 1405 | 46 | 46 |
| Lot 1406 | 49 | 49 |
| Lot 1407 | 51 | 51 |
| Lot 1408 | 62 | 62 |
| Lot 1409 | 68 | 68 |
| Lot 1410 | 70 | 70 |
| Lot 1411 | 80 | 80 |
| Lot 1501 | 80 | 80 |
| Lot 1502 | 43 | 43 |
| Lot 1503 | 46 | 46 |
| Lot 1504 | 46 | 46 |




Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1505 | 42 | 42 |
| Lot 1506 | 49 | 49 |
| Lot 1507 | 51 | 51 |
| Lot 1508 | 62 | 62 |
| Lot 1509 | 68 | 68 |
| Lot 1510 | 70 | 70 |
| Lot 1511 | 80 | 80 |
| Lot 1601 | 82 | 82 |
| Lot 1602 | 47 | 47 |
| Lot 1603 | 46 | 46 |
| Lot 1604 | 46 | 46 |
| Lot 1605 | 46 | 46 |
| Lot 1606 | 49 | 49 |
| Lot 1607 | 51 | 51 |
| Lot 1608 | 62 | 62 |
| Lot 1609 | 68 | 68 |
| Lot 1610 | 70 | 70 |
| Lot 1611 | 82 | 82 |
| Lot 1701 | 83 | 83 |
| Lot 1702 | 47 | 47 |
| Lot 1703 | 46 | 46 |
| Lot 1704 | 46 | 46 |
| Lot 1705 | 46 | 46 |
| Lot 1706 | 49 | 49 |
| Lot 1707 | 51 | 51 |
| Lot 1708 | 62 | 62 |
| Lot 1709 | 69 | 69 |
| Lot 1710 | 71 | 71 |
| Lot 1711 | 83 | 83 |



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## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 1801 | 83 | 83 |
| Lot 1802 | 44 | 44 |
| Lot 1803 | 46 | 46 |
| Lot 1804 | 46 | 46 |
| Lot 1805 | 46 | 46 |
| Lot 1806 | 49 | 49 |
| Lot 1807 | 51 | 51 |
| Lot 1808 | 62 | 62 |
| Lot 1809 | 69 | 69 |
| Lot 1810 | 71 | 71 |
| Lot 1811 | 83 | 83 |
| Lot 1901 | 83 | 83 |
| Lot 1902 | 48 | 48 |
| Lot 1903 | 47 | 47 |
| Lot 1904 | 47 | 47 |
| Lot 1905 | 47 | 47 |
| Lot 1906 | 50 | 50 |
| Lot 1907 | 52 | 52 |
| Lot 1908 | 63 | 63 |
| Lot 1909 | 69 | 69 |
| Lot 1910 | 71 | 71 |
| Lot 1911 | 83 | 83 |
| Lot 2001 | 83 | 83 |
| Lot 2002 | 48 | 48 |
| Lot 2003 | 47 | 47 |
| Lot 2004 | 47 | 47 |
| Lot 2005 | 47 | 47 |
| Lot 2006 | 50 | 50 |
| Lot 2007 | 52 | 52 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2008 | 63 | 63 |
| Lot 2009 | 69 | 69 |
| Lot 2010 | 71 | 71 |
| Lot 2011 | 83 | 83 |
| Lot 2101 | 83 | 83 |
| Lot 2102 | 48 | 48 |
| Lot 2103 | 47 | 47 |
| Lot 2104 | 47 | 47 |
| Lot 2105 | 47 | 47 |
| Lot 2106 | 50 | 50 |
| Lot 2107 | 52 | 52 |
| Lot 2108 | 63 | 63 |
| Lot 2109 | 69 | 69 |
| Lot 2110 | 71 | 71 |
| Lot 2111 | 83 | 83 |
| Lot 2201 | 84 | 84 |
| Lot 2202 | 48 | 48 |
| Lot 2203 | 47 | 47 |
| Lot 2204 | 47 | 47 |
| Lot 2205 | 47 | 47 |
| Lot 2206 | 50 | 50 |
| Lot 2207 | 52 | 52 |
| Lot 2208 | 63 | 63 |
| Lot 2209 | 70 | 70 |
| Lot 2210 | 72 | 72 |
| Lot 2211 | 84 | 84 |
| Lot 2301 | 84 | 84 |
| Lot 2302 | 48 | 48 |
| Lot 2303 | 47 | 47 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2304 | 47 | 47 |
| Lot 2305 | 47 | 47 |
| Lot 2306 | 50 | 50 |
| Lot 2307 | 52 | 52 |
| Lot 2308 | 63 | 63 |
| Lot 2309 | 70 | 70 |
| Lot 2310 | 72 | 72 |
| Lot 2311 | 84 | 84 |
| Lot 2401 | 84 | 84 |
| Lot 2402 | 49 | 49 |
| Lot 2403 | 48 | 48 |
| Lot 2404 | 48 | 48 |
| Lot 2405 | 48 | 48 |
| Lot 2406 | 51 | 51 |
| Lot 2407 | 53 | 53 |
| Lot 2408 | 64 | 64 |
| Lot 2409 | 70 | 70 |
| Lot 2410 | 72 | 72 |
| Lot 2411 | 84 | 84 |
| Lot 2501 | 84 | 84 |
| Lot 2502 | 49 | 49 |
| Lot 2503 | 48 | 48 |
| Lot 2504 | 48 | 48 |
| Lot 2505 | 48 | 48 |
| Lot 2506 | 51 | 51 |
| Lot 2507 | 53 | 53 |
| Lot 2508 | 64 | 64 |
| Lot 2509 | 70 | 70 |
| Lot 2510 | 72 | 72 |



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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 2511 | 84 | 84 |
| Lot G01 | 65 | 65 |
| Lot G10 | 68 | 68 |
| Lot G02 | 66 | 66 |
| Lot G03 | 66 | 66 |
| Lot G04 | 66 | 66 |
| Lot G05 | 66 | 66 |
| Lot G06 | 66 | 66 |
| Lot G07 | 66 | 66 |
| Lot G08 | 66 | 66 |
| Lot G09 | 66 | 66 |
| Lot P01 | 71 | 71 |
| Lot P10 | 39 | 39 |
| Lot P11 | 42 | 42 |
| Lot P12 | 42 | 42 |
| Lot P13 | 42 | 42 |
| Lot P14 | 39 | 39 |
| Lot P15 | 46 | 46 |
| Lot P16 | 43 | 43 |
| Lot P17 | 43 | 43 |
| Lot P18 | 43 | 43 |
| Lot P19 | 43 | 43 |
| Lot P02 | 39 | 39 |
| Lot P20 | 43 | 43 |
| Lot P21 | 43 | 43 |
| Lot P22 | 43 | 43 |
| Lot P23 | 44 | 44 |
| Lot P03 | 42 | 42 |
| Lot P04 | 42 | 42 |



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## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS718154U**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot P05 | 39 | 39 |
| Lot P06 | 39 | 39 |
| Lot P07 | 40 | 40 |
| Lot P08 | 38 | 38 |
| Lot P09 | 42 | 42 |
| **Total** | **18621.00** | **18621.00** |

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.



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 06 July 2024 08:53 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **505/3-5 ST KILDA ROAD ST KILDA 3182** |
| Lot and Plan Number: | **Lot 505 PS718154** |
| Standard Parcel Identifier (SPI): | **505\PS718154** |
| Local Government Area (Council): | **PORT PHILLIP** |
| Council Property Number: | **255919** |
| Planning Scheme: | **Port Phillip** |
| Directory Reference: | **Melway 2P D4** |

www.portphillip.vic.gov.au

Planning Scheme - Port Phillip

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **CITIPOWER** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTHERN METROPOLITAN** |
| Legislative Assembly: | **ALBERT PARK** |

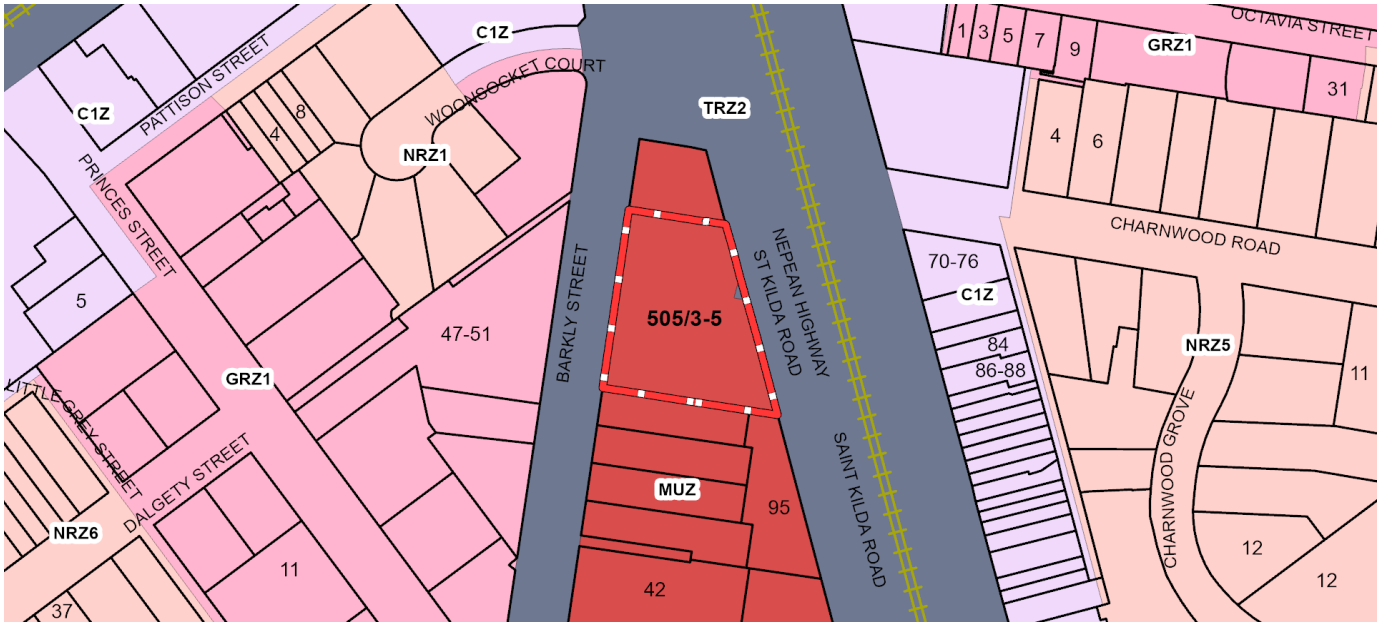
## OTHER

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

View location in VicPlan

## Planning Zones

MIXED USE ZONE (MUZ)
SCHEDULE TO THE MIXED USE ZONE (MUZ)
TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK (TRZ2)




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

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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).

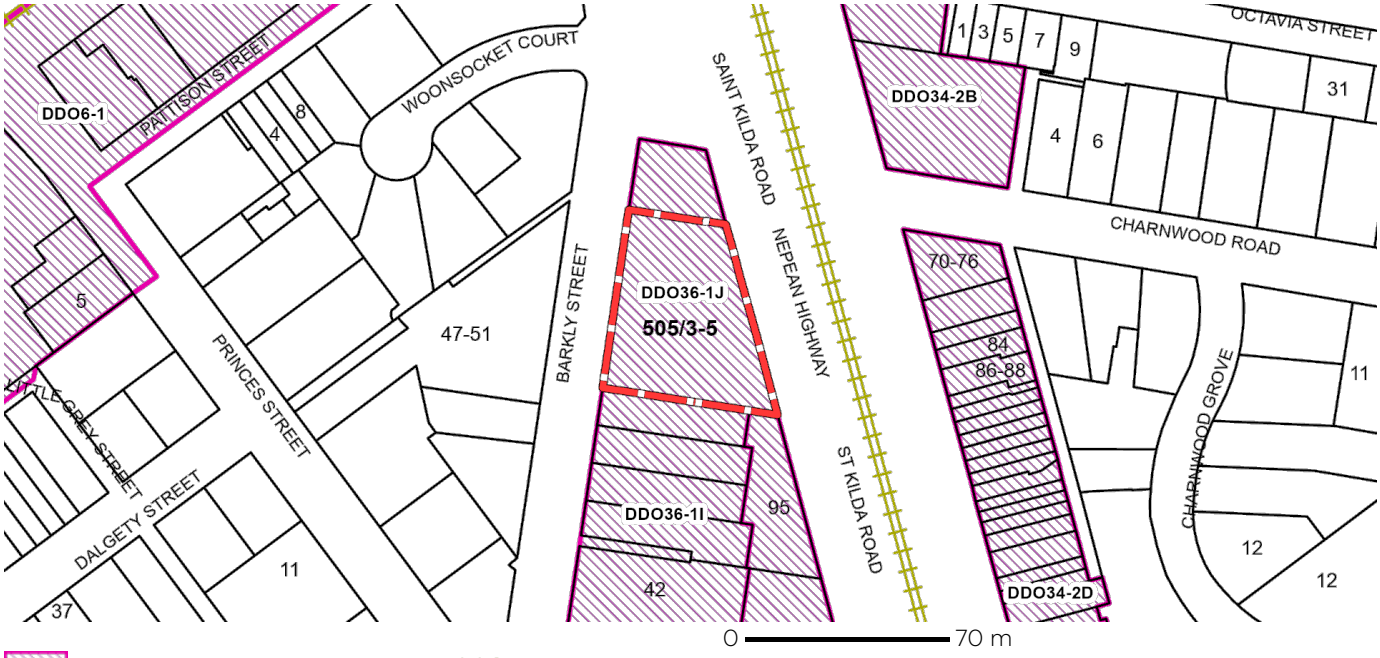
# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

## Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 36 1J (DDO36-1J)




DDO - Design and Development Overlay  Tram line

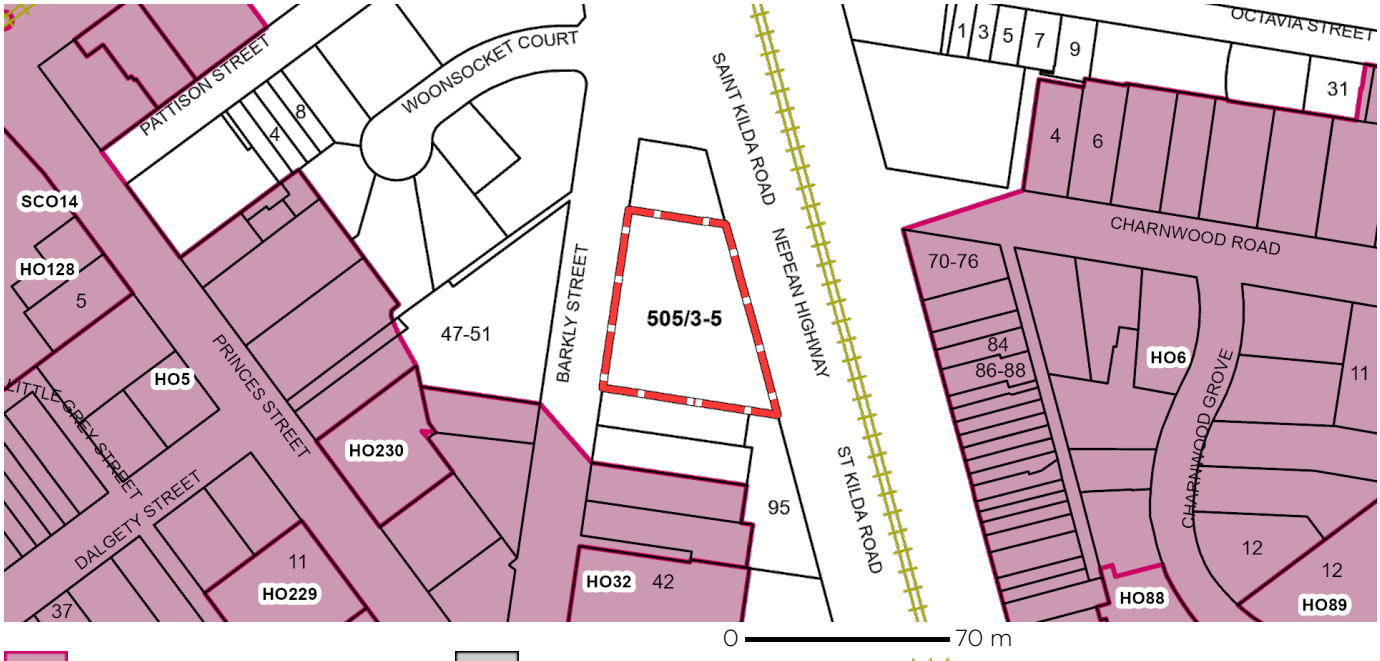
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)




HO - Heritage Overlay  SCO - Specific Controls Overlay  Tram line

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

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# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 26 June 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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# PLANNING PROPERTY REPORT

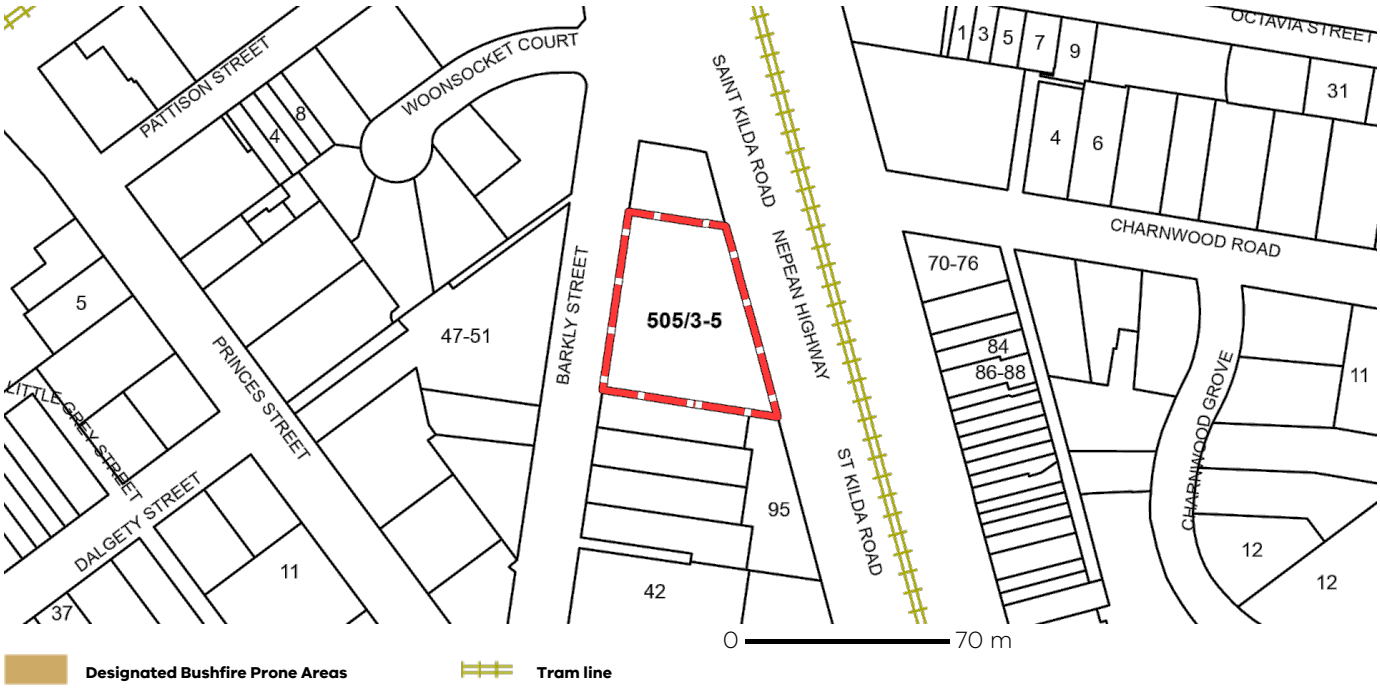
Environment, Land, Water and Planning

## Designated Bushfire Prone Areas

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

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

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




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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) 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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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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).

# PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 06 July 2024 08:53 PM

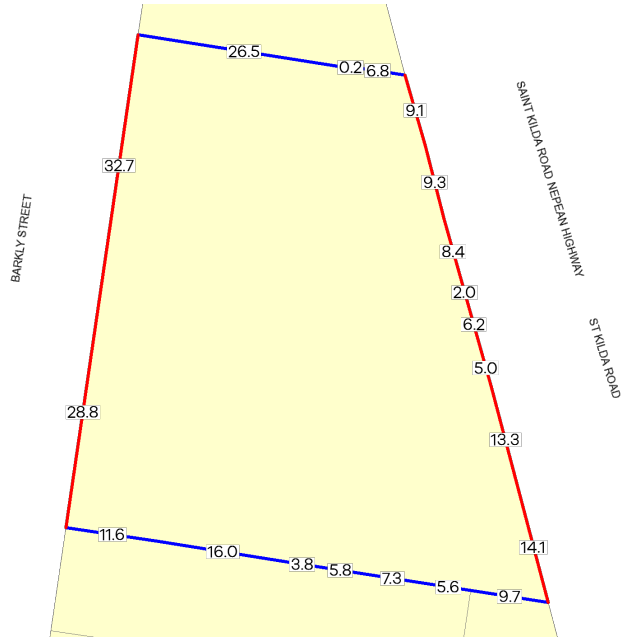
## PROPERTY DETAILS

| | |
|---|---|
| Address: | **505/3-5 ST KILDA ROAD ST KILDA 3182** |
| Lot and Plan Number: | **Lot 505 PS718154** |
| Standard Parcel Identifier (SPI): | **505\PS718154** |
| Local Government Area (Council): | **PORT PHILLIP** www.portphillip.vic.gov.au |
| Council Property Number: | **255919** |
| Directory Reference: | **Melway 2P D4** |

**Note:** There are 332 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:** 2885 sq. m
**Perimeter:** 223 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.

1 overlapping dimension label is not being displayed

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** |
| Melbourne Water Retailer: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **CITIPOWER** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTHERN METROPOLITAN** |
| Legislative Assembly: | **ALBERT PARK** |

## 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

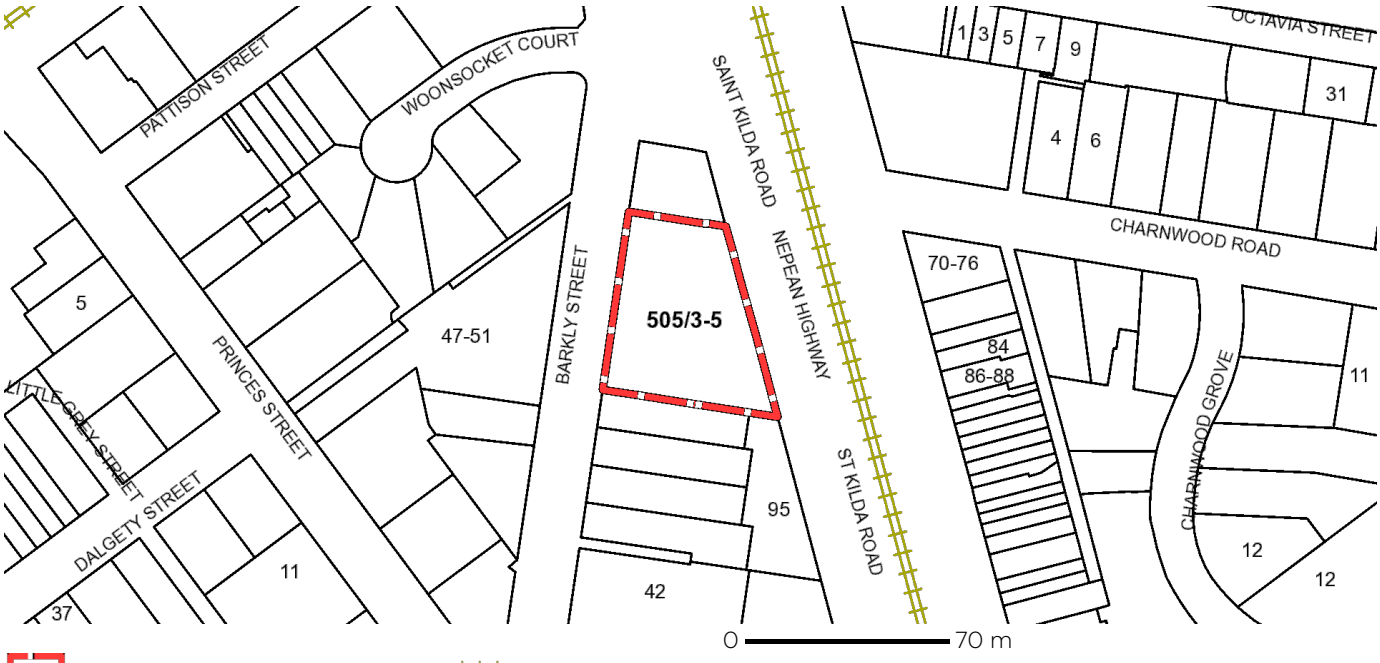
Planning Property Reports can be found via these two links
**Vicplan** https://mapshare.vic.gov.au/vicplan/
**Property and parcel search** https://www.land.vic.gov.au/property-and-parcel-search

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Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

# PROPERTY REPORT

Energy, Environment and Climate Action

## Area Map




Selected Property

Tram line

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South East Water

**Payments (Visa/MasterCard) & account balances:**
southeastwater.com.au or call 1300 659 658
**Account enquiries:**
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
**Faults and emergencies (24/7):**
live.southeastwater.com.au or call 132 812
**Interpreter service:**
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

YUNI ELISABETH & AMANDA LI
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

| | |
|---|---|
| **Account number:** | 27689626 |
| **Date due:** | 10 August 2023 |

| Last bill | Payments received | Balance | Current charges | Total due |
|---|---|---|---|---|
| $280.50 | − $280.50cr = | $0.00 | + $166.60 | $166.60 |

## Your account breakdown

| | |
|---|---|
| **Issue date** | 24 July 2023 |
| **Property** | Unit 505 3-5 St Kilda Road<br>ST KILDA VIC 3182 |
| **Property reference** | 10E//03845/01190 |
| **Last bill** | $280.50 |
| **Payment received** | $280.50cr |
| **Balance brought forward** | $0.00 |
| **Our charges (no GST)** | $115.85 |
| **Other authorities' charges (no GST)** | $50.75 |
| **Total due** | $166.60 |

### Important note:

You'll notice a slight change in the water usage prices on your bill, we're focussing on keeping bills stable.
Your bill includes the parks charge which will now be split into 4 quarterly instalments.

## Your snapshot

| | |
|---|---|
| **Average daily cost** | $1.27 |

## Payment options

**Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

**BPAY® (Up to $20,000)**
Biller code: **24208** Ref: **1002 7689 6200 004**

**Credit card**
Pay by Visa or MasterCard at
**southeastwater.com.au/paymybill**
or call 1300 659 658.

**EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **27689626**
Account name: **South East Water Corporation**

**Postbillpay**
BillpayCode: 0361 Ref: **1002 7689 6200 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

**Do you get a Centrelink payment?**
Deduct from your Centrelink payment using Centrepay.
Go to **servicesaustralia.gov.au/centrepay**

Property ref: 10E//03845/01190
UNIT 505 3-5 ST KILDA ROAD
ST KILDA VIC 3182

*361 100276896200004

PN10E

| | |
|---|---|
| **Total due:** | $166.60 |
| **Account number:** | 27689626 |
| **Date paid:** | |
| **Receipt number:** | |

+000000027689626> +009124+ <0000000000> <0000016660> +444+

# Our charges

## Service charges

For period 01/07/23 to 30/09/23

| | |
|---|---|
| Water service charge | $21.48 |
| Sewerage service charge | $94.37 |
| **Total service charges** | **$115.85** |
| **Our charges** | **$115.85** |

## Other authorities' charges

| | |
|---|---|
| Parks | $21.21 |
| Waterways and Drainage charge 01/07/23 to 30/09/23 | $29.54 |
| **Total other authorities** | **$50.75** |
| **Total current charges** | **$166.60** |

# Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see **southeastwater.com.au/pricing2023**

## Other authorities' charges

### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/23 to 30/09/23**.

### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/23 to 30/09/23**.

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

### Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.


**Our charges are changing**

We're making it simpler to manage your bill.

Find out how these changes affect you at
**southeastwater.com.au/pricing2023**





**South East Water Corporation**
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

South East Water

# Our charges are changing

We're making it simpler to manage your bill.



**Bringing you healthy water for life**

Our role is to bring you the clean water you need every day, and safely manage the wastewater that you don't want. We're working around the clock to make that happen. It means thinking ahead, finding ways to use water more sustainably, and helping you understand how you can save water too. We want to make sure there is healthy water for life, for our customers, community and environment.

Part of this means looking at better ways to charge for water and services. We're making changes that you told us you want, like making the charges on your bill simpler and more transparent. So that when you turn your tap off, you'll see more of a difference in the cost of your bill. The changes start from 1 July 2023.

For more information about these changes visit **southeastwater.com.au/pricing2023**

## What this means for you

### Pricing and charges

Our pricing and charges are changing. An average bill will increase by 2.98%,* so we can continue to deliver and improve our services to you.

### A simpler bill

The sewage disposal charge will now be included in a new water usage tariff, removing an item from your bill. So, your water saving efforts will have a bigger and more direct impact on your bill.

If you're a 'water only' customer and not connected to the sewerage network, you will be on a separate tariff that doesn't include sewage disposal.

### Helping you to budget

If you currently pay a Parks charge, we're spreading this annual charge out across the year by collecting it in quarterly instalments. Helping to even out your bills and making it easier for you to budget.



*Based on an average residential owner occupier, with water usage of 150 kilolitres per year.



## Our 5-year commitment to you

These changes are part of our plan to deliver what you told us matters most to you. We're committed to improving your experience with us and the services we provide, to make sure we can deliver healthy water for life, for you, our communities and the environment.

Read about how the next 5 years are shaping up at **southeastwater.com.au/5-year-commitment**

## Where can I find out more about the changes to my bill?

For more information about these changes visit **southeastwater.com.au/pricing2023**

## What your bill pays for

For an average of $2.71 per day (based on an average owner occupier using 150 kilolitres per year), you get all your water for drinking, bathing, cleaning, washing, watering, and removal of wastewater (that which goes down the toilet, drains and sinks). Plus everything that makes your services possible, including:

**32%**
**Water supply services**
Buying water from Melbourne Water, sampling it and maintaining it.

**26%**
**Upgrades**
Building new water and sewer pipes, pumps and treatment plants.

**20%**
**Wastewater services**
Remove, treat and dispose of wastewater.

**22%**
**Operating costs**
24/7 response and repairs, treat and supply recycled water and customer support.

### How to get in touch

**Report a leak or check water interruptions**
mysupport.southeastwater.com.au/LIVE

**Faults and emergencies** 13 28 12 (24hrs)

**Account enquiries** 13 18 51 (8am – 6pm, Mon – Fri)

**TTY users** 13 36 77 (ask for 13 18 51)

### Follow us on social for updates

**southeastwater.com.au**

**Healthy Water.**
**For Life.**

### Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

South East Water

**Payments (Visa/MasterCard) & account balances:**
southeastwater.com.au or call 1300 659 658
**Account enquiries:**
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
**Faults and emergencies (24/7):**
live.southeastwater.com.au or call 132 812
**Interpreter service:**
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

YUNI ELISABETH & AMANDA LI
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

**Account number:** 27689626
**Date due:** 06 November 2023

| Last bill | Payments received | Balance | Current charges | Total due |
|---|---|---|---|---|
| $166.60 | − $166.60cr = | $0.00 | + $166.60 | $166.60 |

## Your account breakdown

| | |
|---|---|
| Issue date | 18 October 2023 |
| Property | Unit 505 3-5 St Kilda Road ST KILDA VIC 3182 |
| Property reference | 10E//03845/01190 |
| Last bill | $166.60 |
| Payment received | $166.60cr |
| Balance brought forward | $0.00 |
| Our charges (no GST) | $115.85 |
| Other authorities' charges (no GST) | $50.75 |
| **Total due** | **$166.60** |

### Important note:
Your bill includes the **parks charge** which is split into 4 quarterly instalments.

## Your snapshot

Average daily cost $1.27

## Payment options

**Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

**BPAY® (Up to $20,000)**
Biller code: **24208** Ref: **1002 7689 6200 004**

**Credit card**
Pay by Visa or MasterCard at
**southeastwater.com.au/paymybill**
or call 1300 659 658.

**EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **27689626**
Account name: **South East Water Corporation**

**Postbillpay**
BillpayCode: 0361 Ref: **1002 7689 6200 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

**Centrepay**
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 10E//03845/01190
UNIT 505 3-5 ST KILDA ROAD
ST KILDA VIC 3182

*361 100276896200004

PN10E

**Total due:** $166.60
**Account number:** 27689626
**Date paid:**
**Receipt number:**

+000000027689626> +009124+ <0000000000> <0000016660> +444+

## Our charges

| Service charges | For period 01/10/23 to 31/12/23 |
|---|---|
| Water service charge | $21.48 |
| Sewerage service charge | $94.37 |
| **Total service charges** | **$115.85** |
| **Our charges** | **$115.85** |

### Other authorities' charges

| | |
|---|---|
| Parks | $21.21 |
| Waterways and Drainage charge 01/10/23 to 31/12/23 | $29.54 |
| **Total other authorities** | **$50.75** |
| **Total current charges** | **$166.60** |

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see **southeastwater.com.au/pricing2023**

## Other authorities' charges

### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/10/23 to 31/12/23**.

### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/10/23 to 31/12/23**.

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

### Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.


**Even out your bill**

Four quarterly payments for your Parks, Waterways and Drainage charges, making it easier for you.

**southeastwater.com.au/charges2023**





**South East Water Corporation**
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

South East Water

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live.southeastwater.com.au or call 132 812
**Interpreter service:**
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

YUNI ELISABETH & AMANDA LI
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

**Account number:** 27689626
**Date due:** 08 February 2024

| Last bill | | Payments received | | Balance | Current charges | Total due |
|---|---|---|---|---|---|---|
| $166.60 | − | $166.60cr | = | $0.00 | + $166.60 | $166.60 |

## Your account breakdown

| | |
|---|---|
| Issue date | 22 January 2024 |
| Property | Unit 505 3-5 St Kilda Road ST KILDA VIC 3182 |
| Property reference | 10E//03845/01190 |
| Last bill | $166.60 |
| Payment received | $166.60cr |
| Balance brought forward | $0.00 |
| Our charges (no GST) | $115.85 |
| Other authorities' charges (no GST) | $50.75 |
| **Total due** | **$166.60** |

## Your snapshot

Average daily cost **$1.27**

## Payment options

**Direct debit**
Set up payments at southeastwater.com.au/paymybill

**BPAY® (Up to $20,000)**
Biller code: 24208 Ref: 1002 7689 6200 004

**Credit card**
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

**EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 27689626
Account name: South East Water Corporation

**Postbillpay**
BillpayCode: 0361 Ref: 1002 7689 6200 004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

**Centrepay**
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 10E//03845/01190
UNIT 505 3-5 ST KILDA ROAD
ST KILDA VIC 3182

*361 100276896200004

PN10E

**Total due:** $166.60
**Account number:** 27689626
**Date paid:**
**Receipt number:**

+00000027689626> +009124+ <0000000000> <0000016660> +444+

## Our charges

| Service charges | For period 01/01/24 to 31/03/24 |
|---|---|
| Water service charge | $21.48 |
| Sewerage service charge | $94.37 |
| **Total service charges** | **$115.85** |
| **Our charges** | **$115.85** |

### Other authorities' charges

| | |
|---|---|
| Parks | $21.21 |
| Waterways and Drainage charge 01/01/24 to 31/03/24 | $29.54 |
| **Total other authorities** | **$50.75** |
| **Total current charges** | **$166.60** |

## Our charges explained

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## Other authorities' charges

### Waterways and drainage charge

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### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/01/24 to 31/03/24**.

## Additional information

### Payment assistance

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**Staying on top of bills can be hard**

That's why we offer support for everyone.

See **southeastwater.com.au/supportoptions**





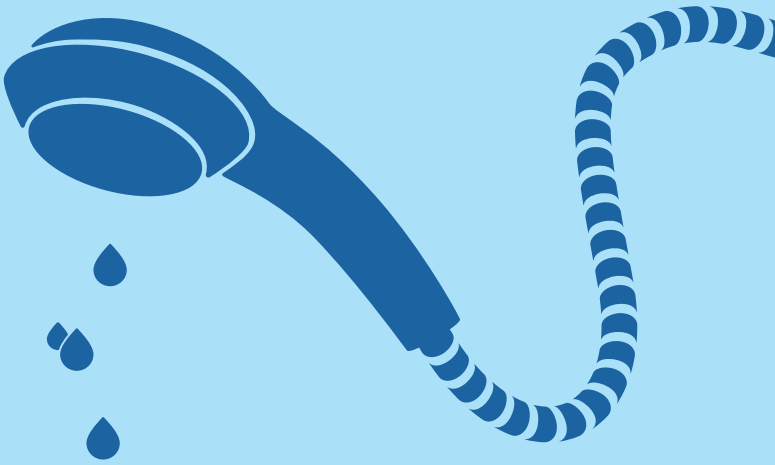
**South East Water Corporation**
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

MAKE EVERY DROP COUNT TARGET 150

South East Water

# Hey Melbourne,

## Let's make every drop count.



## Our water is valuable

In Melbourne, we use more water than we get from rain. This means we can't rely on rainfall alone to support our growing city.

Our population is forecast to almost double within the next 30 years. This, along with the effects of climate change, is putting pressure on our water supplies.

Melbourne's water comes from rainfall across our catchments and from the Victorian Desalination Project, which can provide up to one third of our annual water needs.

Using water wisely and efficiently is the most cost-effective way to help ensure there is enough in reserve for future dry periods.



Cardinia Reservoir

## What we're doing

We're managing our water systems and supplies so they're robust for today and for the next 50 years. This involves:

1. **Making sure our water pipes are in good shape**
2. **Investing in technology to identify leaks in real-time**
3. **Working with industry to use water more efficiently**
4. **Increasing use of recycled and desalinated water**

## What you can do

There are lots of ways to save our precious water.
You can:

1. **Save a minute in the shower**

2. **Turn off the tap while brushing your teeth**

3. **Use the half flush on the toilet, when you can**

4. **Go easy with the garden hose**



## Help target 150

Let's aim to use less than
**150 litres per person, per day**.

Together, we can make every drop count. Because if we each save a little, we all save a lot.

**southeastwater.com.au/savewater**

### How to get in touch

**Report a leak or check water interruptions**
mysupport.southeastwater.com.au/LIVE

**Faults and emergencies** 13 28 12 (24hrs)

**Account enquiries** 13 18 51 (8am – 6pm, Mon – Fri)

**TTY users** 13 36 77 (ask for 13 18 51)

### Follow us on social for updates

**southeastwater.com.au**

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

### Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

South East Water

**Payments (Visa/MasterCard) & account balances:**
southeastwater.com.au or call 1300 659 658
**Account enquiries:**
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
**Faults and emergencies (24/7):**
live.southeastwater.com.au or call 132 812
**Interpreter service:**
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

YUNI ELISABETH & AMANDA LI
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

**Account number:** 27689626
**Date due:** 07 May 2024

| Last bill | Payments received | Balance | Current charges | Total due |
|---|---|---|---|---|
| $166.60 | − $166.60cr = | $0.00 | + $166.60 | $166.60 |

## Your account breakdown

| | |
|---|---|
| Issue date | 18 April 2024 |
| Property | Unit 505 3-5 St Kilda Road ST KILDA VIC 3182 |
| Property reference | 10E//03845/01190 |
| Last bill | $166.60 |
| Payment received | $166.60cr |
| Balance brought forward | $0.00 |
| Our charges (no GST) | $115.85 |
| Other authorities' charges (no GST) | $50.75 |
| **Total due** | **$166.60** |

## Your snapshot

Average daily cost $1.27

## Payment options

**Direct debit**
Set up payments at southeastwater.com.au/paymybill

**BPAY® (Up to $20,000)**
Biller code: 24208 Ref: 1002 7689 6200 004

**Credit card**
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

**EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 27689626
Account name: South East Water Corporation

**Postbillpay**
BillpayCode: 0361 Ref: 1002 7689 6200 004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

**Centrepay**
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 10E//03845/01190
UNIT 505 3-5 ST KILDA ROAD
ST KILDA VIC 3182

*361 100276896200004

PN10E

**Total due:** $166.60
**Account number:** 27689626
**Date paid:**
**Receipt number:**

+000000027689626> +009124+ <0000000000> <0000016660> +444+

## Our charges

| Service charges | For period 01/04/24 to 30/06/24 |
|---|---|
| Water service charge | $21.48 |
| Sewerage service charge | $94.37 |
| **Total service charges** | **$115.85** |
| **Our charges** | **$115.85** |

### Other authorities' charges

| | |
|---|---|
| Parks | $21.21 |
| Waterways and Drainage charge 01/04/24 to 30/06/24 | $29.54 |
| **Total other authorities** | **$50.75** |
| **Total current charges** | **$166.60** |

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see **southeastwater.com.au/pricing2023**

## Other authorities' charges

### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/24 to 30/06/24**.

### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/04/24 to 30/06/24**.

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

### Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.


**Struggling with your water bill?**

We have support options just for you.

Call **13 18 51** or visit **southeastwater.com.au/paymentoptions**





**South East Water Corporation**
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

South East Water

# Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in.

Let us help. We have a range of support options just for you.

## Here are some ways we can support you:

### Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.

### One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.

### Centrepay payments

Experience effortless payments with Centrepay. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

## Looking for a different option?

### More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.

### Concession discounts

Register your valid concession card with us to save up to $354.10 annually. Eligible cards include:

- Health Care Card
- Pensioner Concession Card
- Veterans' Affairs Card




## Contact us

**For a confidential chat:**

**Phone:** 13 18 51

**Visit:** southeastwater.com.au/paymentoptions

**Interpreter services:** If you need an interpreter, please call: **03 9209 0130**.

Feel free to reach out anytime – we're here to help.

> I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service.
> – Satisfied customer

### How to get in touch

**Report a leak or check water interruptions**
mysupport.southeastwater.com.au/LIVE

**Faults and emergencies** 13 28 12 (24hrs)

**Account enquiries** 13 18 51 (8am – 6pm, Mon – Fri)

**TTY users** 13 36 77 (ask for 13 18 51)

### Follow us on social for updates

**southeastwater.com.au**

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

### Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打: 03 9209 0130

如需口譯服務，敬請撥打: 03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

XRGOAK

# Rates, charges and valuation notice 2023-24

**For the period 1 July 2023 to 30 June 2024**

**Want to go paperless?**
**Sign up today:** portphillip.enotices.com.au
**C31FDAE17D**
eNotices

CITY OF PORT PHILLIP
ABN 21 762 977 945

Y E Lai & A Y Li
C/- XYNERGY REALTY GROUP (OAKLEIGH)
19 Station Street
OAKLEIGH VIC 3166

027
R8_4223

| | |
|---|---|
| **Assessment number** | **255919** |
| **Date of issue** | **25/08/2023** |

**TAX INVOICE (no GST included)**

## Property details

505/3-5 ST KILDA ROAD ST KILDA VIC 3182

| | |
|---|---|
| Legal description | Lot 505 PS718154U V11611 F230 |
| Owner/ Ratepayer | Yuni Elisabeth Lai & Amanda Yue-Wah Li |

| | | | | | |
|---|---|---|---|---|---|
| Site value | $65,000 | Capital improved value | $350,000 | Net annual value | $17,500 |
| Level of value date | 01/01/2023 | Effective date | 01/07/2023 | Ward | LAKE |

## Details of account

**OYO Subdivided Flat**

| | |
|---|---|
| Residential Rate (Rate on CIV .001694) | $592.90 |
| Default Waste Charge | $198.20 |
| Private Waste Collection Rebate | -$68.00 |
| **Victorian Government charges - Fire Service Property Levy** | |
| Fire Serv Levy Residential (Rate on CIV .000046 + $125) | $141.10 |

Any payments made after 16/08/2023 will not be shown on this notice.

**Total** **$864.20**

## Paying your rates

**Arrears due immediately**
unless an agreement is in place.
**$0.00**

### 1 Paying in full

**Excludes** any arrears amount above.

| | |
|---|---|
| **15/02/2024** | **$864.20** |

### 2 Paying by instalments

**1st instalment includes any arrears amount.**
Payments received after 30 September 2023 will be accepted as part payment towards the in full amount due 15 February 2024.

| | |
|---|---|
| **1st instalment** 30 September 2023 | **$216.20** |
| **2nd instalment** 30 November 2023 | **$216.00** |
| **3rd instalment** 29 February 2024 | **$216.00** |
| **4th instalment** 31 May 2024 | **$216.00** |

### 3 Paying by direct debit

**Nine monthly deductions** from nominated bank account only.

You are not registered for Direct Debit. If you would like to register, refer to methods of payment options below.

| | | | | | |
|---|---|---|---|---|---|
| Assessment number | 255919 | Property address | 505/3-5 ST KILDA ROAD ST KILDA VIC 3182 | Due date | 30/09/2023 | Amount due | $216.20 |

### BPAY®

BPAY
**Biller Code: 356899**
**Ref:** 2030 0261 2559 196

**Telephone & Internet Banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

### ONLINE

**portphillip.vic.gov.au/pay-rates**
**Ref:** 2030 0261 2559 196
View your account and pay by credit card or request to pay by direct debit.

### PHONE

BPOINT
**Biller Code: 356899**
**Ref:** 2030 0261 2559 196
**1300 276 468**

### IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.
POST billpay
*3178 203002612559196

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

## Calculating general rates for residential properties

**Council income from residential rates** $107 M ÷ **Combined value of all rateable residential properties** $63 B = **Differential rate for residential properties** $0.001694 × **Capital Improved Value of your property** (See overleaf for your property's value as at 1 January 2023) = **Your general rates**

**What else may I need to pay for?**

**Waste charge**
Default waste charge is $198.20. Additional charges or rebates may apply.

**Victorian Government Fire services property levy** firelevy.vic.gov.au

Find out more: portphillip.vic.gov.au/rates-valuations

# Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and/or application under hardship provisions.

### Contact or visit us

ASSIST 03 9209 6777
**portphillip.vic.gov.au**

**Please contact us for town hall opening times and locations.**

### National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

### Change of address

The property owner must notify Council in writing of any change of postal and residential address.
**portphillip.vic.gov.au/update-your-details**

### Notice of valuation / land tax

This property has been valued as at 1 January 2023 and is effective from 1 July 2023. Any amendment to the valuation may result in additional rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

### Appeal against valuation

Section 18 of the **Valuation of Land Act 1960** provides that the owner/ratepayer may object to the valuation within two months of the **date of issue** of this notice. **Objections must be lodged using the prescribed form**
**ratingvaluationobjections.vic.gov.au**

For any valuation enquiries contact the Rates Department **03 9209 6777.**

**If you have transferred obligation of payment for this account you MUST forward a copy of this notice to the transferee or contact Council.**

### Waste charges

- Default Waste Charge for rateable properties $198.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $66
- Annual Garbage Charge for non-rateables using Council waste collection service $436 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $248
- Commercial car park space and storage area waste charge $19.80 (excludes commercial car park operators).

### Rebates

- 80-litre waste bin rebate to encourage reducing waste output $80
- Private waste collection rebate (residential properties) $68.

### Penalties for late payments

Amounts not paid by the due dates on this notice will be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (including the full payment option, unless an agreement is in place).

### All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

### Are you a pensioner?

Council offers rates assistance for pensioners of $210 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy. Eligible cards: Centerlink Pensioner Concession Card and Department of Veteran's Affairs Gold Card (Specifying TPI, War Widow, EDA, or POW). **Centerlink Health Care Cards, Victorian Seniors Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines**
**For further information visit services.dffh.vic.gov.au/municipal-rates-concession**

### Review of Differential Rating

If you disagree with Council's decision to classify your land as a particular type or class for differential rating purposes, you can appeal to the Victorian Civil and Administrative Tribunal within 60 days of this notice.

### Special rates and charges

Properties subject to special rates have the levy details printed on the front of this notice. Currently the following special rates are in place:

- Port Melbourne Business Precinct Special Rate and Charge Combined Scheme 1 July 2021 to 30 June 2026
- Fitzroy Street and Environs Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024
- Acland Street Village Precinct Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024
- Carlisle Street Special Rate 2023-2028 1 July 2023 to 30 June 2028.

### Rate cap

Council endorsed a 2.8 per cent average general rates increase for 2023/24, which is 20 per cent lower than the Victorian Government's rates cap of 3.5 per cent. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

v) the valuation of your property relative to the valuation of other properties in the municipality;
vi) the application of any differential rate by Council;
vii) the inclusion of waste charges not covered by the Victorian Government's rates cap.

### Differential Rates

The table below shows the rates amount for your property at each differential rate type.

| Differential rate type | Rates for 2023/24 |
|---|---|
| **Residential** $0.001694 | $592.90 |
| **Industrial** $0.002000 | $700.00 |
| **Commercial** $0.002021 | $707.35 |

**Privacy** The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

XRGOAK

# Rates and charges 2023-24

## Instalment notice
**2nd INSTALMENT**

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B20BFAD42N
eNotices

CITY OF PORT PHILLIP
ABN 21 762 977 945

Y E LAI & A Y LI
C/- XYNERGY REALTY GROUP (OAKLEIGH)
19 STATION STREET
OAKLEIGH VIC 3166

027
R0_225960

| | |
|---|---|
| Assessment number | 255919 |
| Date of issue | 23/10/2023 |

**TAX INVOICE (no GST included)**

### Property details

505/3-5 ST KILDA ROAD ST KILDA VIC 3182

| | |
|---|---|
| Legal description | Lot 505 PS718154U V11611 F230 |
| Owner/ Ratepayer | Yuni Elisabeth Lai & Amanda Yue-Wah Li |

| | | | | | |
|---|---|---|---|---|---|
| Site value | $65,000 | Capital improved value | $350,000 | Net annual value | $17,500 |
| Level of value date | 01/01/2023 | Effective date | 01/07/2023 | Ward | LAKE |

**Any payments made on or after 13 October 2023 may not be reflected on this notice.**

## Paying your rates

**Instalment due**
**$216.00**
Due date **30 NOV 2023**

## Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2023/24 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2024.

## Interest charges may apply on late payment

**See back of notice for more details.**

## Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

## Ask a question or make a request online

ASSIST 03 9209 6777
portphillip.vic.gov.au

Scan the QR code

## National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

## What are your payment options?

IMPORTANT! No spaces when entering payment reference numbers

| Assessment number | Property address | Due date | Amount due |
|---|---|---|---|
| 255919 | 505/3-5 ST KILDA ROAD ST KILDA VIC 3182 | 30 NOV 2023 | $216.00 |

### BPAY®

Biller Code: 356899
Ref: 2030 0261 2559 196

**Telephone & Internet Banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

### ONLINE

portphillip.vic.gov.au/pay-rates
**Ref: 2030 0261 2559 196**
View your account and pay by credit card or request to pay by direct debit.

### PHONE

BPOINT
**Biller Code: 356899**
**Ref: 2030 0261 2559 196**
**1300 276 468**

### IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.

*3178 203002612559196

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.



# Preparing your property for flood emergencies

**Step 1**
Know your risk, check your local SES flood guide.

**Step 2**
Make a plan so you know what to do in an emergency. Clean drains and gutters.

**Step 3**
**Check your insurance coverage.** Are you covered? Do you need renters insurance?

**Step 4**
Stay informed by signing up to the Vic Emergency app.

**Step 5**
Store important items and documents off the ground.

**Step 6**
Don't drive during storms – it only takes 15 cm of water to float a small car.

**Scan the QR code**

**Find out more:**
ses.vic.gov.au

### Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

### Postal delays

Council will not be held responsible for delays in the postal service. Where a due date falls on a public holiday or weekend, the due date shall be the next working day.

### Penalties for late payments

Amounts not paid by the due dates on this notice may be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (unless an agreement is in place).

### All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

### Waste charges

- Default Waste Charge for all rateable properties $198.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $66
- Annual Garbage Charge for non-rateables using Council waste collection service $436 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $248
- Commercial car park space and storage area waste charge $19.80 (excludes commercial car park operators).

### Rebates

- 80-litre waste bin rebate to encourage reducing waste output $80
- Private waste collection rebate (residential properties) $68.

### Are you a pensioner?

Council offers rates assistance for pensioners of $210 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy.

**Eligible cards:** Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifiying TPI, War Widow, EDA or POW).

**Ineligible cards:** Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.

**For further information visit**
services.dffh.vic.gov.au/municipal-rates-concession

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XRGOAK

# Rates and charges 2023-24

## 3rd Instalment notice

**Want to go paperless?**

**Sign up today:** portphillip.enotices.com.au

**0257655E3Z**

eNotices

CITY OF PORT PHILLIP

ABN 21 762 977 945

Y E LAI & A Y LI
C/- XYNERGY REALTY GROUP (OAKLEIGH)
19 STATION STREET
OAKLEIGH VIC 3166

027

R0_292370

**Assessment number** 255919

**Date of issue** 25/01/2024

**TAX INVOICE (no GST included)**

### Property details

505/3-5 ST KILDA ROAD ST KILDA VIC 3182

| | |
|---|---|
| Legal description | Lot 505 PS718154U V11611 F230 |
| Owner/ Ratepayer | Yuni Elisabeth Lai & Amanda Yue-Wah Li |

| | | | | | |
|---|---|---|---|---|---|
| Site value | $65,000 | Capital improved value | $350,000 | Net annual value | $17,500 |
| Level of value date | 01/01/2023 | Effective date | 01/07/2023 | Ward | LAKE |

**Any payments made on or after 19 January 2024 may not be reflected on this notice.**

## Paying your rates

**Instalment due**

**$216.00**

**Due date** 29 FEB 2024

## Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2023/24 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2024.

## Interest charges may apply on late payment

**See back of notice for more details.**

## Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

## Ask a question or make a request online

ASSIST 03 9209 6777

portphillip.vic.gov.au

Scan the QR code

## National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

## What are your payment options?

**IMPORTANT! No spaces when entering payment reference numbers**

| Assessment number | Property address | Due date | Amount due |
|---|---|---|---|
| 255919 | 505/3-5 ST KILDA ROAD ST KILDA VIC 3182 | 29 FEB 2024 | $216.00 |

### BPAY®

**Biller Code: 356899**
**Ref: 2030 0261 2559 196**

**Telephone & Internet Banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

### ONLINE

portphillip.vic.gov.au/pay-rates

**Ref: 2030 0261 2559 196**

View your account and pay by credit card or request to pay by direct debit.

### PHONE

BPOINT

**Biller Code: 356899**
**Ref: 2030 0261 2559 196**

**1300 276 468**

### IN PERSON

Post Billpay

Pay by cash, cheque, eftpos or credit card in person at any Post Office.

*3178 203002612559196

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.



# Preparing your property for flood emergencies

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|
| Know your risk, check your local SES flood guide. | Make a plan so you know what to do in an emergency. Clean drains and gutters. | **Check your insurance coverage.** Are you covered? Do you need renters insurance? | Stay informed by signing up to the Vic Emergency app. | Store important items and documents off the ground. | Don't drive during storms – it only takes 15 cm of water to float a small car. |

**Scan the QR code**

**Find out more:**
ses.vic.gov.au

### Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

### Postal delays

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### Are you a pensioner?

Council offers rates assistance for pensioners of $210 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy.

**Eligible cards:** Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifiying TPI, War Widow, EDA or POW).

**Ineligible cards:** Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.

**For further information visit**
services.dffh.vic.gov.au/municipal-rates-concession

**Privacy** The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

XRGOAK

# Rates and charges 2023-24

## 4th Instalment notice

**Want to go paperless?**

**Sign up today:** portphillip.enotices.com.au

**D913CFEECK**

eNotices

CITY OF PORT PHILLIP

ABN 21 762 977 945

Y E LAI & A Y LI
C/- XYNERGY REALTY GROUP (OAKLEIGH)
19 STATION STREET
OAKLEIGH VIC 3166

027

R0_288690

**Assessment number** 255919

**Date of issue** 29/04/2024

**TAX INVOICE (no GST included)**

### Property details

505/3-5 ST KILDA ROAD ST KILDA VIC 3182

| | |
|---|---|
| Legal description | Lot 505 PS718154U V11611 F230 |
| Owner/ Ratepayer | Yuni Elisabeth Lai & Amanda Yue-Wah Li |

| | | | | | |
|---|---|---|---|---|---|
| Site value | $65,000 | Capital improved value | $350,000 | Net annual value | $17,500 |
| Level of value date | 01/01/2023 | Effective date | 01/07/2023 | Ward | LAKE |

**Any payments made on or after 19 April 2024 may not be reflected on this notice.**

## Paying your rates

**Instalment due**

**$216.00**

**Due date 31 MAY 2024**

## Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2023/24 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2024.

## Interest charges may apply on late payment

**See back of notice for more details.**

## Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

## Ask a question or make a request online

ASSIST 03 9209 6777

portphillip.vic.gov.au

Scan the QR code

## National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

## What are your payment options?

**IMPORTANT! No spaces when entering payment reference numbers**

| Assessment number | Property address | Due date | Amount due |
|---|---|---|---|
| 255919 | 505/3-5 ST KILDA ROAD ST KILDA VIC 3182 | 31 MAY 2024 | $216.00 |

### BPAY®

**Biller Code: 356899**
**Ref: 2030 0261 2559 196**

**Telephone & Internet Banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

### ONLINE

portphillip.vic.gov.au/pay-rates

**Ref: 2030 0261 2559 196**

View your account and pay by credit card or request to pay by direct debit.

### PHONE

BPOINT

**Biller Code: 356899**
**Ref: 2030 0261 2559 196**

**1300 276 468**

### IN PERSON

Post Billpay

Pay by cash, cheque, eftpos or credit card in person at any Post Office.

*3178 203002612559196

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.



# Preparing your property for flood emergencies

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|
| Know your risk, check your local SES flood guide. | Make a plan so you know what to do in an emergency. Clean drains and gutters. | **Check your insurance coverage.** Are you covered? Do you need renters insurance? | Stay informed by signing up to the Vic Emergency app. | Store important items and documents off the ground. | Don't drive during storms – it only takes 15 cm of water to float a small car. |

**Scan the QR code**

**Find out more:**
ses.vic.gov.au

### Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

### Postal delays

Council will not be held responsible for delays in the postal service. Where a due date falls on a public holiday or weekend, the due date shall be the next working day.

### Penalties for late payments

Amounts not paid by the due dates on this notice may be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (unless an agreement is in place).

### All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

### Waste charges

- Default Waste Charge for all rateable properties $198.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $66
- Annual Garbage Charge for non-rateables using Council waste collection service $436 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $248
- Commercial car park space and storage area waste charge $19.80 (excludes commercial car park operators).

### Rebates

- 80-litre waste bin rebate to encourage reducing waste output $80
- Private waste collection rebate (residential properties) $68.

### Are you a pensioner?

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# Model Rules for an Owners Corporation

**Owners Corporation Regulations 2018**
**Schedule 2—Model rules for an owners corporation Regulation 11**
**Authorised Version incorporating amendments as at 1 December 2021**

## 1 Health Safety and Security

### 1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable 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 & 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.

## 3 Management & 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 and 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 that 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) Sub rule (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 or enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under sub-rule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### 4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### 5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

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

## 6 Behaviour of persons

### 6.1 Behaviour of owners, Occupiers and invitees on common property

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

### 6.2 Noise & 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, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

> (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

> (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
>
> (b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under *Part 10 of the Owners Corporations Act 2006.*

(8) This process is separate from and does not limit any further action under any further action under *Part 10 of The Owners Corporation Act 2006*.

**Date** / /20

# Owners Corporation Rules
# STK Apartments, 3-5 St Kilda Road, St Kilda
# All Lots

**Owners Corporation No. 1 on Plan of Subdivision PS718154U**

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# Owners Corporation Rules
# All Lots

## Date / /

**NOTES**

The *Owners Corporations Regulations* 2007 detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

## 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

**Commercial Lot** means lots R1, R2 and R3 and any ancillary lots on the Plan.

**Commercial Purposes** means use for a restaurant, café, artist's display, office, showroom or other commercial or retail use.

**Common Property** means the land and any improvements erected on 3-5 St Kilda Road, St Kilda, Victoria 3182 designated as common property on the Plan.

**Common Property No.1** means those areas marked as 'Common Property No.1' on the Plan.

**Developer** means Caydon St. Kilda Developments Pty Ltd ACN 162 415 554 or a Related Body Corporate engaged by the Owner and responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, builders, contractors, subcontractors and invitees.

**Development** means the development of STK Apartments as a mixed use residential community and associated facilities including the marketing and sale of Lots.

**Development Agreement** means any agreement between the Owner, the Developer and/or Owners Corporation in relation to the Development, including any ancillary agreements between the Owner, the Developer and/or the Owners Corporation such as development leases or other licences.

**Director** has the same meaning as it has in the *Fair Trading Act 1999* (Vic).

**Dispute** means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation(s);

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation(s).

**Domestic Building Contract** means any domestic building contract within the meaning of the *Domestic Building Contracts Act* 1995 (Vic) entered into by the Initial Owner.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Initial Owner** has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

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

**Lot** means a lot shown on the Plan.

**Maintenance Fund** means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

**Maintenance Plan** means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

**Manager** means the person or entity appointed by the Owners Corporation(s) as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Member** means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owner** means the owner of the Land, being Caydon St. Kilda Pty Ltd ACN 162 415 456.

**Owners Corporation(s)** means the Owners Corporation(s) created by the registration of the Plan and includes Owners Corporation No. 1 and Owners Corporation No. 2.

**Owners Corporation No. 1** means the unlimited owners corporation on the Plan.

**Owners Corporation No. 2** means the limited owners corporation on the Plan.

**Owners Corporation No. 2 Rules** means the Rules for the limited Owners Corporation on the Plan.

**Plan** means plan of subdivision no. PS718154U.

**Proximity Card** means a card, magnetic card or other device used to open and close doors, gates, locks in respect of a Lot or Common Property including any remote control or other security device issued to the Member or Occupier.

**Recreational Facilities** means those facilities located on Common Property created by Owners Corporation from time to time for use by Members.

**Regulations** means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

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

**Rule** or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Special Resolution** has the same meaning as in the Act.

**STK Apartments** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

## 2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation(s) and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.

## 3. Relationship with Owners Corporation No. 1 Rules

If there is any conflict between these Rules and the Owners Corporation No. 2 Rules, these Rules prevail.

## 4. Role and Functions

4.1 The Owners Corporation(s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation(s) exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

4.2 The Owners Corporation(s) must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

4.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:

4.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or

4.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation (**A Special Resolution**).

4.4 Under the Act and Regulations, the Owners Corporation(s) is responsible for, amongst other things:

4.4.1 electing the Committee (if required);

4.4.2 establishing a Maintenance Plan and Fund;

4.4.3 establishing and maintaining an Owners Corporation(s) Register;

4.4.4 taking out, maintaining and paying the premiums for insurance;

4.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation(s) and providing true reports of the financial situation of the Owners Corporation(s); and

4.4.6 preparing annual financial statements.

## 5. Provision of Services

Each Member of the Owners Corporation(s) agrees that the Owners Corporation(s) will provide the following services:

5.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and

5.2 any other service or facility provided by the Owners Corporation(s) for the benefit of the Members.

## 6. Use of Common Property

A Member must not:

6.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation(s) or other Members;

6.2 do or permit anything which might cause structural damage to the Common Property;

6.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation(s) to be present at the time of moving if it is considered necessary;

6.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation(s);

6.5 interfere with any personal property vested in the Owners Corporation(s);

6.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation(s);

6.7 obstruct a driveway or entrance to a Lot or any other road in STK Apartments;

6.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation(s);

6.9 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

6.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

6.11 disregard any requirements made by the Owners Corporation(s) relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;

6.12 hold or allow to be held any public auction on or near the Common Property;

6.13 directly instruct any contractors or workmen employed by the Owners Corporation(s) unless so authorised;

6.14 except with the consent in writing of the Owners Corporation(s), use for their own purposes as a garden any portion of the Common Property;

6.15 must notify the Owners Corporation(s) or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation(s);

6.16 smoke on Common Property

6.17 consume, or permit the consumption of, alcohol on Common Property;

6.18 ensure that no animals and/or pets are kept in Common Areas (including, but not limited to, any lobby, foyer, Recreational Facilities, courtyards or garages);

6.19 without limiting rule 6.18, not bring onto Common Property any restricted dog breeds as that referred to or contemplated by legislation as Members are directed to make inquiries with Port Phillip City Council to ensure compliance with this rule;

6.20 ensure that any animal belonging to them or visiting them does not urinate or defecate on Common Property including internal courtyards; and

6.21 allow any animal to do anything which would contravene these rules if that thing was done by the Member himself or herself

---

## 7. Use of Lot

7.1 A Member must not do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation(s).

7.2 Each Member must comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

7.3 Each Member must maintain, and keep in good repair, each apartment comprising a Lot (including, if relevant, any court yard, balcony or storage cage).

7.4 Each Member must regularly clean the exterior windows and walls of their Lot (but only to the extent that direct external access is available to the Lot);

7.5 Each Member must regularly clear drains located in any balcony or court yard to remove debris from such drains and avoid flooring;

7.6 A Member must not alter any door (for example, by installing any additional locks and/or peep holes) which alters, negates or otherwise affects the fire rated doors installed as part of any Lot and must ensure that any such doors remain fire compliant, including performing any alterations or incurring costs that are necessary to ensure fire compliance.

7.7 A Member must not make, or permit to be made, any noise from electronic media or machinery which may be heard outside the Lot outside of the times set by Environmental Protection Act regulations from time to time, which are, as at the date of these Rules:

7.7.1 Monday to Thursday, 10:00pm – 7:00am the following day;

7.7.2 Friday to Saturday, 11:00pm – 9:00am the following day; and

7.7.3 Sunday to Monday, 10:00pm – 7:00am the following day.

7.8 A Member must not throw, or permit to be disposed or thrown, anything out of windows or over balconies of any Lot.

7.9 A Member must not do anything within any Lot, or on Common Property, that is likely to affect the operation of fire safety devices or reduce the level of fire safety in any Lot or Common Property.

## 8. Building Works to Lots and Common Property

8.1 A Member must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:

8.1.1 such works may only be undertaken if all required permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager; and

8.1.2 the Member must ensure that all works are undertaken in a reasonable manner so as to minimise any nuisance, disturbance or inconvenience to other Members.

8.2 The Member of a lot must not proceed with any such works until the Member:

8.2.1 submits to the Owners Corporation(s) plans and specification of any works proposed by the Member which affect the external appearance of the Development, and such further particulars of those proposed works as the Owners Corporation(s) may request; and

8.2.2 receives written approval from the Owners Corporation(s) that the works accord with the reasonable aesthetic and orderly development of STK Apartments. Such approval not to be unreasonably withheld but which may be given subject to the condition including that the reasonable costs of the Owners Corporation(s) be met by the Member.

8.3 A Member of a lot must ensure that all works undertaken by the Member and the Member's agents and contractors complies with the reasonable directions of the Owners Corporation(s) concerning the method of building operation, means of access, use of the Common Property, on site management, and building protection and hours of work.

8.4 All agents and contractors must be supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and services therein.

8.5 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.

8.6 A Member must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot or on Common Property without the written approval of the Owners Corporation(s).

8.7 A Member must not install or permit the installation of blinds or curtains on the interior of any windows or doors forming part of the Lot, which directly face the outside of a Lot, unless they are:

8.7.1 a translucent roller blind of shearweave material in ivory white or of white; or

8.7.2 an opaque block out roller blind with the external face in ivory white or off white,

8.7.3 and must not install any curtains or other furnishings on the interior of any windows or doors.

## 9. Private Roads and Other Common Property

9.1 All Members must ensure that their car parking space is maintained, cleaned and free of oil. The Owners Corporation(s) reserves its right to clean any area and charge the owner for the costs incurred.

9.2 A Member must:

9.2.1 not drive or permit to be driven any motor vehicle in excess of 2 tonnes weight into or over the Common Property;

9.2.2 not park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation(s) from time to time onto or throughout the Common Property or on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street;

9.2.3 not obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to STK Apartments by any Member, the tenants, guests, servants, employees, agents, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided;

9.2.4 no permit any occupation of a caravan on a Lot;

9.2.5 not permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths without the consent of the Owners Corporation(s). The riding of bicycles on the roadways is permitted;

9.2.6 observe every traffic sign on or at the entrance or exit of any car parking spaces;

9.2.7 not keep any unregistered or any un-roadworthy vehicles in any car parking spaces;

9.2.8 not carry out any mechanical repairs or spray painting of any vehicles in any car parking spaces or otherwise on Common Property.

## 10. Behaviour of Invitees

10.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).

10.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

10.3 A Member is liable to compensate the Owners Corporation(s) for all damage to the Common Property or personal property vested in it caused by a breach of rule 10.1 and 10.2.

10.4 Where the Owners Corporation(s) expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation(s) can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

## 11. Owners Corporation(s) Fees

11.1 The Member must pay the fees set by the Owners Corporation(s) to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.

11.2 The amount of the annual Owners Corporation(s) fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation(s).

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

## 12. Garbage disposal

A Member of a Lot must:

12.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;

12.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;

12.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage;

12.4 comply with signage for chutes and bins. In the event that a chute becomes blocked and the Owners Corporation is able to identify the responsible Member, then the cost to reinstate the chute will be recovered from that Member. The cost to reinstate the chute must be paid by the offending Member to the Owners Corporation within 7 days of the date of receipt by the Member of an invoice for such costs;

12.5 drain and securely tie garbage in plastic bags prior to transferring garbage into the dedicated chute;

12.6 un-cap, drain and rinse recycling containers (paper, cardboard, PET, glass, aluminum, steel, and HDPE container) prior to disposal into the appropriate chute or bin - bagged recycling of recyclables is not permitted;

12.7 seek the assistance of any Manager for the disposal of:

12.7.1 garden waste;

12.7.2 hard waste;

12.7.3 unwanted items that are in good condition for charities; or

12.7.4 other waste (such as electronic/liquid waste and home detox such as paint and chemicals; and

12.8 not burn rubbish or waste within a Lot or Common Property.

## 13. Bicycles

13.1 A Member or Occupier must not:

13.1.1 permit any bicycle to be stored on Common Property except in areas designated by the Owners Corporation or otherwise with its written consent; and

13.1.2 permit any bicycle to be brought into a Lot (other than a Lot designated for parking) or the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies.

13.2 Members or Occupiers must indemnify and keep indemnified the Owners Corporation on a full indemnity basis for the costs of repairing any damage to the Common Property arising out of bringing their bicycles on to any Lot (for example, corridors).

13.3 If bike racks are provided for the storage of bikes:

13.3.1 a Member must, prior to first use of the bike rack, register their bicycle with the Manager. Each resident will be provided with a bicycle registration number that will correspond to the bike rack. Members must store their registered bicycle in their assigned bike rack;

13.3.2 bike racks will not be assigned without a bicycle lock, and bicycles must be locked to the rack provided at all times;

13.3.3 bike racks are not assignable and a Member must not allow any other person to use a bike rack assigned to them;

13.3.4 each Member is entitled to use one bike rack, however, if there are not enough bike racks available to service all Members, bike racks will be allocated by way of a lottery;

13.3.5 if the number of Members applying for a bike rack is less than the number of bike racks available, then a Member shall be able to apply to register more than one bike, however, in the event that another Member applies for a bike rack at a later date, any Member who has more than one bike rack may be required to surrender the additional bike rack for use by other Members; and

13.3.6 the Owners Corporation reserves the right to suspend or terminate a Member's privileges at any time due to a violation of anything in this rule 13, negligent or wilful damage to a bike rack or to a bicycle of another Member.

## 14. Signage and Windows

14.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.

14.2 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a lot without the written consent of the Owners Corporation.

14.3 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

## 15. Rights of Entry

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation(s), must allow the Owners Corporation(s) or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

## 16. Security

The Owners Corporation(s) may make rules and regulations to ensure the security of STK Apartments from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

## 17. Contact

Each Member must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

## 18. Consent of Owners Corporation(s)

A consent given by the Owners Corporation(s) under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## 19. Enforcement of Domestic Building Contract

The Member agrees that for the purpose of its obligations under the Act:

19.1 the Members acknowledge and agree that reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act* 1995) include:

19.1.1 the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;

19.1.2 the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;

19.1.3 the settlement of any dispute under any domestic building contract between the original owner and the builder on terms acceptable to the original owner; and

19.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and

19.2 the Members agree to pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

## 20. Complaints and Disputes

20.1 Any Dispute must be dealt with at first instance in accordance with this Rule 20.1.

20.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 20.2.

20.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

20.3.1 arrange a meeting between the parties to resolve the Dispute; or

20.3.2 waive the requirement for the parties to meet.

20.4 Notwithstanding the course of action elected by the Committee under Rule 20.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

20.5 Without limiting the generality of this Rule 20.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

20.5.1 arrange a meeting between the parties to resolve the Dispute; or

20.5.2 waive the requirement for the parties to meet.

20.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 20.3.1 or 20.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

## 21. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation(s) on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation(s) as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation(s) in recovering overdue charges from the Member or Occupier.

## 22. Charges imposed on Members and Occupiers

22.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

22.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses

incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

22.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

22.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

## 23. Rules Subject to Rights of the Owner and Developer

23.1 These Rules do not apply to and, are not enforceable against the Owner, the Developer or their mortgagee(s) or chargee(s) (if any), for so long as any of the following apply:

23.1.1 the Owner and/or its equity partners (if any) is a Member or Occupier;

23.1.2 the Developer and/or its equity partners (if any) is a Member or Occupier;

23.1.3 any mortgagee or chargee of the Owner or Developer has an interest in any Lot; or

23.1.4 the Owner or Developer and/or their equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Owner, Developer or their mortgagee(s) or chargee(s) may be engaged in or which may need to be carried out in order to complete construction of the Building and facilities comprised in the Plan or the Development.

23.2 Subject to Rule 23.4, the Owner, Developer and their equity partners (if any), their mortgagee(s) and chargee(s) must be and are by this Rule, authorised by each and every member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

23.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

23.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and

23.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

23.2.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and

23.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Owner, Developer or their mortgagee(s) or chargee(s) thinks fit; and

23.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

23.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Owner, Developer and/or any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

23.3 The Owners Corporation(s) must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Owner, Developer or their mortgagee(s) or chargee(s) to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 23 or contravene any right or reprieve afforded to the Owner and Developer under this Rule 23.

23.4 In exercising its rights under this Rule, the Owner and/or Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Owner and/or Developer must only exercise their rights to the extent genuinely necessary for the Development. The Owner and Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

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## 24. Warranties & Novation or assignment of contracts

24.1 The Owner and/or Developer may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

24.2 The Owners Corporation(s) must accept an assignment or novation of the contracts referred to in Rule 24.1 at the first meeting of the Owners Corporation.

24.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.

24.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

24.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer or the Owner.

24.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 24 relative to the lot liability on the Plan.

## 25. Restrictions – Trade or Business

25.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation(s).

25.2 If authorised to do so by the Owners Corporation(s), the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

25.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

25.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

25.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

## 26. Signage & Other Licences

26.1 The Owners Corporation(s) may grant the Owner or the Developer:

26.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;

26.1.2 a licence to host festivals, parties or other celebratory or promotional events in the main lobby area or any other recreational areas within the Development;

26.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

26.1.4 allow the Owner's or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Owner and/or Developer uses their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).

26.2 A Member or Occupier of the Lot must not hinder or impede the Owner and/or the Developer from exercising their rights under any agreement entered into under this Rule.

26.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 26.

26.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 26.

## 27. Commercial Area

27.1 Without limiting any other rule, the proprietor or occupier of a Commercial Lot used for Commercial Purposes must:

27.1.1 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation(s), and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;

27.1.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;

27.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

27.1.4 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;

27.1.5 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on common property except where designated by the Owners Corporation(s) from time to time;

27.1.6 any perishable rubbish must be refrigerated and hidden from view;

27.1.7 washing down of bins must only be carried out within the lot, excluding car spaces;

27.1.8 comply with all health, noise and other regulations in carrying on the business from the Lot;

27.1.9 any mechanical fluing must be charcoal filtered or equivalent;

27.1.10 small utility deliveries are to be between 5:30am-6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays & Sundays;

27.1.11 large deliveries are to be between:

(a) 8:00am – 6:00pm Monday to Friday; and

(b) 9:00am – 6:00pm Saturday to Sunday;

27.1.12 not permit electronic gaming machines;

27.1.13 make all reasonable attempts to address/treat any odours that emanate from the Lot;

27.1.14 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved;

27.1.15 ensure that its employees, customers, contractors or invitees use only the toilet facilities within the Commercial Lot and not any other toilet facilities in the Development.

27.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which

the owner of any commercial Lot may apply for, provided that all times the proprietor or occupier of any such commercial Lot:

27.2.1 operates lawfully;

27.2.2 obtains each and every permit, liquor licence or other consent required; and

27.2.3 operates within the terms of any such liquor licence, permit or consent.

27.3 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.

27.4 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.

27.5 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.

27.6 Rule 14 does not apply to a Lot used for Commercial Purposes.

27.7 The owner or any Occupier of any Commercial Lot must only place or install signage in specified areas available for signage as directed by the Owners Corporation.

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## 28. Moving object on or through Common Property

28.1 Members intending to move furniture through Common Property must only move furniture:

28.1.1 with 72 hours prior approval from the Manager for the day and time, in order to coordinate the movement of carriers or removalists and to protect lifts, etc.

28.1.2 only move furniture through Common Property during the following hours:

(a) Monday to Friday, between 8:00am and 6:00pm;

(b) Saturday, between 8:00am and 6:00pm; and

28.2 Outside approved move days and hours and on public holidays, charges of $150 per hour including GST (in 15 minute increments) must be paid to the Manager, upon presentation of an invoice to the Member.

28.3 Members moving furniture in or out at any time must not:

28.3.1 move any furniture or other article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time (72 hours prior notice) to enable the Manager to approve the request and be present and supervise the movement of any furniture or other article;

28.3.2 permit any carriers or removalists to commence operations prior to their making contact upon arrival with the Manager;

28.3.3 permit any vehicles to restrict access to any car park;

28.3.4 conduct operations so as to unduly restrict access of other Members to any lifts or lobbies or restrict access to fire escapes;

28.3.5 place any furniture or items in a lift other than that specified by the Manager and not until protective covers have been placed in the lift by the Manager;

28.3.6 allow, or permit others to allow, furniture or items to come into contact in any way with any lift doors, including static contact of leaning or stacking against lift doors;

28.3.7 damage Common Property when transporting any furniture, large object or deliveries to or from any Lot;

28.3.8 leave rubbish, papers or other debris along the path of the move. The Member must ensure that carriers do not leave empty boxes, cartons or moving materials in any building or Common Property; and

28.3.9 conduct the move in a quick and timely manner.

28.4 At the completion of the move in or out, the Manager will inspect the lifts, lobbies and Common Property for damage, marking or debris and if any is found, the Manager will notify the Member of amount payable for rectification of the damage or the removal of rubbish. The amount must be paid to the Owners Corporation within 7 days of the date of the invoice.

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## 29. Recreational Facilities

29.1 When using the Recreational Facilities a Member and an Occupier must ensure that:

29.1.1 children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;

29.1.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that no more than 4 guests per Member are permitted at any one time without the Manager's prior consent; and

29.1.3 glass or alcohol is not taken into or consumed around the Recreational Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.

29.2 Members and Occupiers may only use the Recreational Facilities between the hours of 6:00am to 10:00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.

29.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

29.4 A Member or Occupier must not move any article of furniture or any other article (e.g. pot plants, ornaments etc.) through or around the Common Property without the prior approval of a representative of the Owners Corporation.

29.5 A Member or Occupier must not remove any article of furniture or any other article (e.g. pot plants, ornaments etc.) from the Common Property.

29.6 A person who enters or leaves a Recreational Facility must ensure that any gate or door forming part of the Recreational Facility is in the closed position at all times, except when that person is in the act of entering or leaving the Recreational Facility.

29.7 No jumping, diving, running or boisterous behavior is permitted in any Recreational Facility.

29.8 No spitting is allowed in any Recreational Facility.

29.9 Suitable attire must be worn at all times in any Recreational Facility. Topless or nude bathing, sauna, steaming or exercise is prohibited in these areas and Common Property.

29.10 All users of the Recreational Facilities must carry their own towel and dry off before leaving a Recreational Area, as applicable.

29.11 All users of the Recreational Facilities do so at their own risk.

## 30. Concierge

30.1 Each Member and Occupier acknowledges that:

30.1.1 a concierge will be engaged by Owners Corporation to service the residents of the Building, assist with functions and bookings with respect to parts of the Common Property within the Building; and

30.1.2 the concierge will be located in the lobby area of the Building, which forms part of Common Property No. 1.

30.2 Each Member of the Owners Corporation(s) must not either directly or indirectly do anything to interfere with or restrict the role or functions of the concierge and must comply with the reasonable directions of the concierge from time to time.

30.3 The concierge service will operate from 8:00am to 5:00pm Monday to Friday, and at the discretion of the Owners Corporation on weekends and public holidays. The Owners Corporation may change the concierge hours at any time at its absolute discretion.

## 31. Proximity Cards

31.1 A Member in possession of a Proximity Card must:

31.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;

31.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's written permission;

31.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and is not to dispose of the Proximity Card in any way other than by returning it;

31.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed; and

31.1.5 include in any lease or licence of a Lot to the Member a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.

31.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation may charge a reasonable fee for any additional Proximity Cards required by a Member.

31.3 Where a Member is in arrears in payment of the Owners Corporation levies in excess of two quarters, the Owners Corporation may cancel the Proximity Card.

31.4 The Member must pay the cost of replacing any lost, stolen or destroyed Proximity Card issued to them.

**Date** / /20

# Owners Corporation Rules
# STK Apartments, 3-5 St Kilda Road, St Kilda
# Residential Lots only

**Owners Corporation No. 2 on Plan of Subdivision PS718154U**

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# Owners Corporation Rules
# Residential Lots

## Date / /

**NOTES**

The *Owners Corporations Regulations* 2007 detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations and the Owners Corporation No. 1 Rules.

## 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

**Building Works** means all design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

**Common Property** means the land and any improvements erected on 3-5 St Kilda Road, St Kilda, Victoria 3182 designated as common property on the Plan.

**Common Property No.1** means those areas marked as 'Common Property No.1' on the Plan.

**Development** means the development of STK Apartments as a mixed use residential community and associated facilities including the marketing and sale of Lots.

**Director** has the same meaning as it has in the *Fair Trading Act* 1999 (Vic).

**Dispute** means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation;

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation.

**Domestic Building Contract** means any domestic building contract within the meaning of the *Domestic Building Contracts Act* 1995 (Vic) entered into by the Initial Owner.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Initial Owner** has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

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

**Lot** means a lot shown on the Plan.

**Maintenance Fund** means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

**Maintenance Plan** means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

**Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owner** means the owner of the Land, being Caydon St. Kilda Pty Ltd ACN 162 415 456.

**Owners Corporation(s)** means the Owners Corporation(s) created by the registration of the Plan and includes Owners Corporation No. 1 and Owners Corporation No. 2.

**Owners Corporation No. 1** means the unlimited owners corporation on the Plan.

**Owners Corporation No. 1 Rules** means the Rules for the unlimited Owners Corporation on the Plan.

**Owners Corporation No. 2** means the limited owners corporation on the Plan.

**Plan** means plan of subdivision no. PS718154U.

**Proximity Card** means a card, magnetic card or other device used to open and close doors, gates, locks in respect of a Lot or Common Property including any remote control or other security device issued to the Member or Occupier.

**Recreational Facilities** means those facilities located on Common Property created by Owners Corporation from time to time for use by Members which may include:

(a) a swimming pool;

(b) a gym;

(c) a steam/sauna room;

(d) a yoga room;

(e) a BBQ area;

(f) a courtyard/outdoor lounge/terrace; and/or

(g) a business centre and library.

**Regulations** means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

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

**Rule** or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**STK Apartments** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

## 2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

## 3. Relationship with Owners Corporation No. 1 Rules

If there is any conflict between these Rules and the Owners Corporation No. 1 Rules, the Owners Corporation No. 1 Rules prevail.

## 4. Use of a Lot

4.1 A Member must not:

4.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;

4.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;

4.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;

4.1.4 operate or permit to be operated on a Lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of STK Apartments;

4.1.5 use that part of a Lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation;

4.1.6 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;

4.1.7 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot;

4.1.8 use or permit their Lot or any part of the Common Property to be used for any trade or business; and

4.1.9 install blinds to windows visible from outside the Members Lot other than of a neutral colour and of a type and style general consistent with the fixtures and fittings used throughout at the time the Plan was first registered.

4.2 Each Member must:

4.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and

4.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

## 5. Pets and Animals

5.1 A Member can keep any animal upon a Lot unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

5.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards.

5.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.

## 6. Cleaning and maintenance of a Lot

6.1 A Member or Occupier must keep its Lot (including any garage, car park or storage cage utilised by the Member or Occupier) clean and in good repair.

6.2 A Member or Occupier must ensure its car parking space(s) are free of oil, petrol and like substances. The Owners Corporation may clean any car parking space which is excessively stained by oil, petrol or a like substance at the Member's or Occupier's expense if after providing 28 days notice the Member or Occupier has failed to clean the excessive staining. The Owners Corporation may authorise a person to enter the relevant Lot or Building on its behalf to carrying out cleaning of car spaces in accordance with this Rule.

6.3 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

## 7. Blinds, windows and awnings

7.1 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.

7.2 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.

7.3 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.

7.4 A Member or Occupier must not install or permit the installation of blinds or curtains on the interior of any windows or doors forming part of the Lot, which directly face the outside of a Lot, unless they are:

7.4.1 a translucent roller blind of shearweave material in ivory white or off white; or

7.4.2 an opaque block out roller blind with the external face in ivory white or off white,

7.4.3 and must not install any curtains or other furnishings on the interior of any windows or doors.

7.5 Each Member must install and maintain internal window furnishings on their Lot in a manner so as to ensure efficient operation of the heating/cooling system of the Lot.

## 8. Balconies

A Member or Occupier:

8.1 must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot;

8.2 must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertaking any building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;

8.3 must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;

8.4 must not without prior written consent from the Owners Corporation temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish);

8.5 must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;

8.6 must ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots;

8.7 must grant and provide to the Owners Corporation, upon the Member or Occupier being given 5 calendar days prior written notice, access to any balcony forming part of the Member's or Occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;

8.8 must ensure building materials related to any Building Works are not stacked or stored in or on balcony areas;

8.9 must not permit disposal of cigarette butts, cigarette ash or any other item over balconies on Common Property or other Lots;

8.10 must keep balconies clean, tidy and well maintained; and

8.11 must not permit any bicycle to be brought into a Lot (other than a Lot designated for parking) or the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies.

In accessing any part of a Lot in accordance with Rule 7 of the Owners Corporation No. 1 Rules, the Owners Corporation must endeavour to cause minimal disturbance and inconvenience to that Member or Occupier and must reasonably compensate any Member or Occupier for any damage caused to the Member or Occupier’s property or personal

effects as a result of any maintenance works to the Common Property undertaken by the Owners Corporation under this Rule.

## 9. Building Works

9.1 A Member must not undertake any Building Works, including the removal or replacement of floor coverings or materials, fixing or having fixed any electrical, audio visual, or communication device or equipment (for example, plasma or LCD televisions or speakers) within or about or relating to their Lot which may effect the acoustic performance of any inter-tenancy wall, floor or ceiling and must before commencing any Building Works:

9.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;

9.1.2 obtain, for any Building Works proposal submitted for approval, certification by a qualified acoustics engineer that the works when completed will meet the Building Code of Australia minimum requirements for sound attenuation;

9.1.3 receive written approval from the Owners Corporation to proceed with those specified Building Works;

9.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;

9.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;

9.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;

9.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.

9.2 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:

9.2.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;

9.2.2 building materials are not stacked or stored in Common Property;

9.2.3 scaffolding is not erected on the Common Property or exterior of the Building;

9.2.4 construction work complies with all Laws of the relevant Authorities;

9.2.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;

9.2.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;

9.2.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and

9.2.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.

9.3 Where a Member or Occupier commissions Building Work in accordance with Rule 9.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.

9.4 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

9.5 For the avoidance of doubt, this rule needs to be satisfied by a Member in addition to its obligations under Rule 7 of Owners Corporation No. 1 Rules.

## 10. Use of appurtenances

A Member or Occupier must not use the water closet, conveniences or other water apparatus, including water pipes and drains for any other purpose than those which they were constructed and, must not sweep or deposit rubbish or other unsuitable substances therein. The Member indemnifies and keeps indemnified the Owners Corporation on a full indemnity basis for any costs or expenses resulting from any damage or blockage incurred by the Owners Corporation where the damage or blockage was caused by the Member, Occupier or their invitees.

## 11. Fittings

11.1 A Member or Occupier must:

11.1.1 not modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior consent of the Owners Corporation;

11.1.2 not install in a Lot a floor safe, a safe, or any other item exceeding 100kg in weight without a written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect to the proposed installation; and

11.1.3 ensure that all floor space within a Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of the Lot noise likely to disturb the peaceful enjoyment of the Member or Occupier of another Lot.

11.2 A Member or Occupier must not affix or have affixed to any Common Property wall, floor or ceiling any electrical, audio visual or communication device or equipment without the prior written consent of the Owners Corporation including but not limited to plasma or LCD televisions or speakers.

## 12. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

12.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping;

12.2 a concierge who will be located near the reception area in Common Property No.1 and will assist Members with functions and bookings with respect to the part of the Common Property and other services determined by the Members from time to time; and

12.3 any other service or facility provided by the Owners Corporation for the benefit of the Members.

## 13. Use of Common Property

A Member must not:

13.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

13.2 do or permit anything which might cause structural damage to the Common Property;

13.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;

13.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;

13.5 interfere with any personal property vested in the Owners Corporation;

13.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

13.7 obstruct a driveway or entrance to a Lot or any other road on STK Apartments;

13.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;

13.9 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

13.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

13.11 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;

13.12 hold or allow to be held any public auction on or near the Common Property;

13.13 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

13.14 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;

13.15 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

## 14. Behaviour of Invitees

14.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).

14.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.

14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

## 15. Owners Corporation Fees

15.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.

15.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.

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

## 16. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## 17. Enforcement of Domestic Building Contract

The Member agrees that for the purpose of its obligations under the Act:

17.1 the Members acknowledge and agree that reasonable steps to enforce any domestic building contract (within the meaning of the *Domestic Building Contracts Act* 1995) include:

17.1.1 the making of a demand in writing to the builder under any domestic building contract to comply with the terms of the domestic building contract and/or rectify any breach of the domestic building contract;

17.1.2 the exercise of any right under the domestic building contract to withhold any payment to the builder or have recourse to any security provided by the builder under the domestic building contract;

17.1.3 the settlement of any dispute under any domestic building contract between the original owner and the builder on terms acceptable to the original owner; and

17.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and

17.2 the Members agree to pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

## 18. Complaints and Disputes

18.1 Any Dispute must be dealt with at first instance in accordance with this Rule 18.1.

18.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 18.

18.3 The party making the compliant must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a compliant referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

18.3.1 arrange a meeting between the parties to resolve the Dispute; or

18.3.2 waive the requirement for the parties to meet.

18.4 Notwithstanding the course of action elected by the Committee under Rule 18.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

18.5 Without limiting the generality of this Rule 18.4, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

18.5.1 arrange a meeting between the parties to resolve the Dispute; or

18.5.2 waive the requirement for the parties to meet.

18.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 18.3.1 or 18.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

## 19. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

## 20. Charges imposed on Members and Occupiers

20.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

20.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

20.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

20.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

## 21. Rules Subject to Rights of the Owner and Developer

21.1 These Rules do not apply to and, are not enforceable against the Owner, the Developer or their mortgagee(s) or chargee(s) (if any), for so long as any of the following apply:

21.1.1 the Owner and/or its equity partners (if any) is a Member or Occupier;

21.1.2 the Developer and/or its equity partners (if any) is a Member or Occupier;

21.1.3 any mortgagee or chargee of the Owner or Developer has an interest in any Lot; or

21.1.4 the Owner or Developer and/or their equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Owner, Developer or their mortgagee(s) or chargee(s) may be engaged in or which may need to be carried out in order to complete construction of the Building and facilities comprised in the Plan or the Development.

21.2 Subject to Rule 21.4, the Owner, Developer and their equity partners (if any), their mortgagee(s) and chargee(s) must be and are by this Rule, authorised by each and every member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

21.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

21.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and

21.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

21.2.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and

21.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Owner, Developer or their mortgagee(s) or chargee(s) thinks fit; and

21.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

21.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Owner, Developer and/or any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

21.3 The Owners Corporation(s) must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Owner, Developer or their mortgagee(s) or chargee(s) to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 21 or contravene any right or reprieve afforded to the Owner and Developer under this Rule 21.

21.4 In exercising its rights under this Rule, the Owner and/or Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Owner and/or Developer must only

exercise their rights to the extent genuinely necessary for the Development. The Owner and Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

## 22. Restrictions – Trade or Business

22.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.

22.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

22.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

22.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

22.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

## 23. Warranties & Novation or assignment of contracts

23.1 The Owner and/or Developer may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

23.2 The Owners Corporation(s) must accept an assignment or novation of the contracts referred to in Rule 23.1 at the first meeting of the Owners Corporation.

23.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.

23.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

23.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer or the Owner.

23.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 23 relative to the lot liability on the Plan.

## 24. Signage & Other Licences

24.1 The Owners Corporation(s) may grant the Owner or the Developer:

24.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;

24.1.2 a licence to host festivals, parties or other celebratory or promotional events in the main lobby area or any other recreational areas within the Development;

24.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

24.1.4 allow the Owner's or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Owner and/or Developer uses their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).

24.2 A Member or Occupier of the Lot must not hinder or impede the Owner and/or the Developer from exercising their rights under any agreement entered into under this Rule.

24.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule24.

24.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule24.

## 25. Swimming Pool Area (pool and changing area)

A Member or Occupier of a Lot must comply with swimming pool area rules as approved by the Committee from time to time. The initial swimming pool area rules are as follows:

25.1 Children may use the swimming pool area only if supervised by an adult.

25.2 Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area.

25.3 Alcohol and food are not permitted in the swimming pool area.

25.4 The swimming pool area is for the private use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times.

25.5 Smoking is not permitted in the swimming pool area.

25.6 For the hygiene of all users of the swimming pool, all users must shower first.

25.7 Running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area.

25.8 Hours of use are between 6:00am to 10:00pm or as otherwise determined by the Manager.

25.9 All users of the swimming pool area must dry off before leaving the area.

25.10 Suitable footwear must be worn to and from the swimming pool area.

25.11 A Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted.

25.12 Spitting is not permitted in the swimming pool or swimming pool area.

25.13 Users of the pool area do so at their own risk and must not make any claim against the Owners Corporation and must indemnify and keep indemnified the Owners Corporation against any action, demand, cost, liability or loss due to any damage, loss, injury, or death, arising out of use of the pool area.

## 26. Gymnasium

A Member or Occupier of a Lot must comply with gym rules as approved by the Committee from time to time. The initial gymnasium rules are as follows:

26.1 Children are not permitted to use the gymnasium at any time.

26.2 Glass objects, drinking glasses and sharp objects are not permitted in the gymnasium.

26.3 The gymnasium is for use by residents only.

26.4 Alcohol and food are not allowed in the gymnasium.

26.5 Smoking is not permitted in the gymnasium.

26.6 All users of the gymnasium must carry a towel at all times.

26.7 Hours of use are between 6:00am to 10:00pm or as otherwise determined by the Manager.

26.8 Suitable footwear must be worn to and from the gymnasium and whilst in the gymnasium at all times.

26.9 All users of the gymnasium must turn off all lights and air conditioning when leaving.

26.10 Users of the gymnasium must be professionally instructed on the equipment prior to the Owners Corporation granting access to the gymnasium area.

26.11 All users of the gymnasium do so at their own risk.

26.12 Users of the gymnasium are not permitted to play music in the gym.

## 27. Recreational Facilities

27.1 In addition to the obligations under Rules 25 to 26, when using the Recreational Facilities referred to in those Rules, a Member and an Occupier must ensure that:

27.1.1 children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;

27.1.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that no more than 4 guests per Member are permitted at any one time without the Manager's prior consent; and

27.1.3 alcohol is not taken into or consumed around the Recreational Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.

27.2 Members and Occupiers may only use the Recreational Facilities between the hours of 6:00am to 10:00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.

27.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Recreational Facilities will constitute a breach of these Rules.

27.4 A Member or Occupier must not move any article of furniture or any other article (e.g. pot plants, ornaments etc.) through or around the Common Property without the prior approval of a representative of the Owners Corporation.

27.5 A Member or Occupier must not remove any article of furniture or any other article (e.g. pot plants, ornaments etc.) from the Common Property.

---

## 28. Additional Recreational Facilities

28.1 The following rules apply to those Recreational Facilities which comprise the:

28.1.1 steam/sauna room;

28.1.2 yoga room;

28.1.3 BBQ area; and

28.1.4 business centre/library,

on the Common Property (herein referred to as the '**Additional Facilities**').

28.2 When using the Additional Facilities, a Member and an Occupier must ensure that:

28.2.1 children below the age of 13 years are not in or around the Additional Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;

28.2.2 their guests do not use the Additional Facilities without the Manager's prior consent; and

28.2.3 alcohol is not taken into or consumed around the Additional Facilities, except as otherwise permitted by the Owners Corporation and subject to any conditions which the Owners Corporation may impose with respect to such consumption.

28.3 Members and Occupiers may only use the Additional Facilities between the hours of 6:00am to 10:00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.

28.4 The Owners Corporation may make additional or separate rules relating to the use of the Additional Facilities provided they are not inconsistent with these Rules. If breached, rules relating to the Additional Facilities will constitute a breach of these Rules.

## 29. Concierge

29.1 Each Member and Occupier acknowledges that:

29.1.1 a concierge will be engaged by Owners Corporation to service the residents of the Building, assist with functions and bookings with respect to parts of the Common Property within the Building; and

29.1.2 the concierge will be located in the lobby area of the Building, which forms part of Common Property No. 1.

29.2 Each Member of the Owners Corporation(s) must not either directly or indirectly do anything to interfere with or restrict the role or functions of the concierge and must comply with the reasonable directions of the concierge from time to time.

29.3 The concierge service will operate from 8:00am to 5:00pm Monday to Friday, and at the discretion of the Owners Corporation on weekends and public holidays. The Owners Corporation may change the concierge hours at any time at its absolute discretion.

## 30. Proximity Cards

30.1 A Member in possession of a Proximity Card must:

30.1.1 keep the Proximity Card for their exclusive use and must not give the Proximity Card to any other person;

30.1.2 not duplicate the card or permit it to be duplicated without the Owners Corporation's written permission;

30.1.3 take all reasonable precautions to ensure that the Proximity Card is not lost or handed to a person other than the Member and is not to dispose of the Proximity Card in any way other than by returning it;

30.1.4 promptly notify the Owners Corporation if a Proximity Card is lost or destroyed; and

30.1.5 include in any lease or licence of a Lot to the Member a condition or obligation requiring the return of the Proximity Card to the Owners Corporation upon demand by the Owners Corporation acting reasonably.

30.2 The Owners Corporation may make a number of Proximity Cards as deemed appropriate available to Members free of charge. The Owners Corporation may charge a reasonable fee for any additional Proximity Cards required by a Member.

30.3 Where a Member is in arrears in payment of the Owners Corporation levies in excess of two quarters, the Owners Corporation may cancel the Proximity Card.

30.4 The Member must pay the cost of replacing any lost, stolen or destroyed Proximity Card issued to them.

BLUESTONE
OWNERS CORPORATION MANAGEMENT

BLUESTONE OCM PTY LTD
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Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

11 July 2023

Dear Lot Owner,

**RE: Notice of Interim Resolutions & AGM Minutes**
**PPTY: Owners Corporation PS 718154U No.1 & No.2, 3-5 St Kilda Road, St Kilda VIC 3182**

Please find enclosed the Minutes of Annual General Meeting held on 28th June 2023 for Owners Corporation PS 718154U No.1 & No.2- 3-5 St Kilda Road, St Kilda VIC 3182.

In accordance with s. 77 of the Owners *Corporations Act 2006,* a quorum for a general meeting is at least 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the total lot entitlement.

We advise that **a quorum was not present** at the meeting for Owners Corporation PS 718154U with only 10% of the total entitlements and Owners for OC No.1 and 8% of the total entitlements and Owners for OC No.2 represented at the meeting in person or by proxy.

If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions pursuant to s. 78(1) of the *Owners Corporations Act 2006.* We therefore provide **Notice of the Interim resolutions,** which must be forwarded to all lot owners within 14 days of the meeting pursuant to s. 78(2) of the *Owners Corporations Act 2006.*

Pursuant to s. 78(4) *Owners Corporations Act 2006,* interim resolutions become resolutions of the Owners Corporation:

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a Special General Meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

(c) if notice of a Special General Meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

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

If you disagree with any of the interim resolutions outlined in the minutes enclosed, you must petition the Secretary against the resolution within 28 days of the meeting and this petition must be represented by a minimum of 25% of the total number of lots. If the Secretary does not receive a valid petition by 28 days, the interim resolutions will become resolutions of the Owners Corporation.

Should you have any queries please contact our office on (03) 8535 2770.

Kind Regards,

**Mr Aaron Healy**
**Owners Corporation Manager – Owners Corporation PS 718154U No.1 & No.2**
**Bluestone OCM Pty Ltd**

BLUESTONE
OWNERS CORPORATION MANAGEMENT

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# MINUTES OF ANNUAL GENERAL MEETING

## Owners Corporation No.1 & No.2 PS 718154U

## 3-5 St Kilda Road, St Kilda VIC 3182

## STK Apartments

**Date:** Wednesday, 28th June 2023
**Location:** 3-5 St Kilda Road, St Kilda VIC 3182 – Level 2, Business Centre
**Meeting start time:** 6.00pm
**Meeting finish time:** 7.45pm

**Meeting Open**
Mr Aaron Healy opened the meeting welcomed members in attendance.

**Attendance, Apologies and Proxies**

**The following Members were in attendance:**
**Owners Corporation No.1**

| | | |
|---|---|---|
| Lot G01 | Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 105 | Gregory Ian & Lee Anne Ahrens | *Entitled to vote* |
| Lot 212 | Zachary Karvouniaris | *Entitled to vote* |
| Lot 214 | Dubravka Tomasevic | *Entitled to vote* |
| Lot 311 | Margaret Hammerton | *Entitled to vote* |
| Lot 607 | John Hillary Middleton | *Entitled to vote* |
| Lot 609 | Federico Maria Ferrero Vallana | *Entitled to vote* |
| Lot 704 | Ms Yvonne Joy O'Neill | *Entitled to vote* |
| Lot 1001 | Mr Robert John Waddell | *Entitled to vote* |
| Lot 1101 | Sarah Margaret Hunt | *Entitled to vote* |
| Lot 1104 | Iva Yordanova Halacheva | *Entitled to vote* |
| Lot 1301 | Melville Roy Yates | *Entitled to vote* |
| Lot 1306 | Silvana D'Ambrosio | *Entitled to vote* |
| Lot 1403 | Maria Buonsanti | *Entitled to vote* |
| Lot 1808 | Mark Damian Seng Chai Song | *Entitled to vote* |
| Lot 1810 | Neroli Henderson | *Entitled to vote* |
| Lot 1811 | Neroli Henderson | *Entitled to vote* |
| Lot 2001 | Zabin Ali | *Entitled to vote* |
| Lot 2011 | Mr Anthony Rusciano & Ms Elizabeth Therese Rooney | *Entitled to vote* |
| Lot 2403 | Suprun SF Custodian Pty Ltd | *Entitled to vote* |

**Owners Corporation No.2**

| | | |
|---|---|---|
| Lot G01 | Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 105 | Gregory Ian & Lee Anne Ahrens | *Entitled to vote* |
| Lot 212 | Zachary Karvouniaris | *Entitled to vote* |
| Lot 214 | Dubravka Tomasevic | *Entitled to vote* |
| Lot 311 | Margaret Hammerton | *Entitled to vote* |
| Lot 607 | John Hillary Middleton | *Entitled to vote* |
| Lot 609 | Federico Maria Ferrero Vallana | *Entitled to vote* |
| Lot 704 | Ms Yvonne Joy O'Neill | *Entitled to vote* |
| Lot 1001 | Mr Robert John Waddell | *Entitled to vote* |
| Lot 1101 | Sarah Margaret Hunt | *Entitled to vote* |
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| Lot 1301 | Melville Roy Yates | *Entitled to vote* |
| Lot 1306 | Silvana D'Ambrosio | *Entitled to vote* |
| Lot 1403 | Maria Buonsanti | *Entitled to vote* |
| Lot 1808 | Mark Damian Seng Chai Song | *Entitled to vote* |
| Lot 1810 | Neroli Henderson | *Entitled to vote* |
| Lot 1811 | Neroli Henderson | *Entitled to vote* |
| Lot 2001 | Zabin Ali | *Entitled to vote* |
| Lot 2011 | Mr Anthony Rusciano & Ms Elizabeth Therese Rooney | *Entitled to vote* |
| Lot 2403 | Suprun SF Custodian Pty Ltd | *Entitled to vote* |

**Present by Invitation:**
Mr Aaron Healy, Owners Corporation Manager of Bluestone OCM Pty Ltd
Ms Alex Mitchell, General Manager of Bluestone OCM Pty Ltd
Ms Isabella Fiore, Associate Owners Corporation Manager of Bluestone OCM Pty Ltd
Mr Tim Graham, Partner of Bugden Allen Graham Lawyers
Mr Tony Cook, Operations Manager of National Facility Services
Mr Asad Khan, STK Building Manager of National Facility Services

**Admittance of Proxies:**
**Owners Corporation No.1**

| | | |
|---|---|---|
| Lot 1R | TLP Nominees Pty Ltd & JPA Finance Pty Ltd appointed Neroli Henderson | *Entitled to vote* |
| Lot 2R | TLP Nominees Pty Ltd & JPA Finance Pty Ltd appointed Neroli Henderson | *Entitled to vote* |
| Lot 3R | TLP Nominees Pty Ltd & JPA Finance Pty Ltd appointed Neroli Henderson | *Entitled to vote* |
| Lot G02 | Jayden Gregory Morris appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot G06 | Ms Sandy Ngo appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 101 | Ryan Burt & Eliana Chegure appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 701 | Jarrod Michael Carland & Shannon Mark Pigram appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 1811 | Neroli Henderson appointed Colin Steele | *Entitled to vote* |

**Owners Corporation No.2**

| | | |
|---|---|---|
| Lot G02 | Jayden Gregory Morris appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot G06 | Ms Sandy Ngo appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 101 | Ryan Burt & Eliana Chegure appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 701 | Jarrod Michael Carland & Shannon Mark Pigram appointed Brendan Jude & Sally Georgina Moore | *Entitled to vote* |
| Lot 1811 | Neroli Henderson appointed Colin Steele | *Entitled to vote* |

**Electronic Voting**
Owners Corporation No.1 & No.2 resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.
**Motion:** ***Carried***

1. **Establishment of a Quorum**
Pursuant to s.77 *Owners Corporations Act 2006,* a quorum for a general meeting is 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the lot entitlement.

**Owners Corporation No.1**
The Owners Corporation No.1 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
**Motion:** ***Carried***

**Owners Corporation No.2**
The Owners Corporation No.2 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
**Motion:** ***Carried***

**Please note:**
Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

(a) subject to paragraph (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice if given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

Effectively this means that an interim resolution cannot be acted for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held 28 days after the notice has been given), or if the meeting is not held, until the end of the 28 day period.

**2. Appointment of Chairperson for the Meeting**

Owners Corporation No.1 & No.2 resolves to appoint Mr Aaron Healy of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

**Motion:** ***Carried***

**3. Meeting to run concurrently for multiple Owners Corporations**

Owners Corporation No.1 & No.2 resolves that the Annual General Meetings for the Unlimited and Limited Owners Corporations will run concurrently.

**Motion:** ***Carried***

**4. Previous Minutes**

Owners Corporation No.1 & No.2 resolves to accept the Minutes of the previous Annual General Meeting held on 9th March 2022 as a true and correct record of the meeting.

**Motion:** ***Carried***

**5. Election of Owners Corporation Committee**

**Owners Corporation No.1:**

Owners Corporation No.1 resolves that the number of members to serve on the Committee as 7.

**Motion:** ***Carried***

The following 8 members nominated for the Committee:
Lot 1R John Paolacci
Lot 115 Juan Carlos Saez
Lot 212 Zac Karvouniaris
Lot 214 Bobby Tomasevic
Lot 1501 Josie Richey
Lot 1810 Neroli Henderson
Lot 1811 Colin Steel
Lot 2403 Robin Suprun

The following 7 members were elected to the Committee:
Lot 115 Juan Carlos Saez
Lot 212 Zac Karvouniaris
Lot 214 Bobby Tomasevic
Lot 1501 Josie Richey
Lot 1810 Neroli Henderson
Lot 1811 Colin Steel
Lot 2403 Robin Suprun

**Motion:** ***Carried***

**Owners Corporation No.2:**

Owners Corporation No.2 resolves that the number of members to serve on the Committee as 7.

**Motion:** ***Carried***

The following 8 members nominated for the Committee:
Lot 1R John Paolacci
Lot 115 Juan Carlos Saez
Lot 212 Zac Karvouniaris
Lot 214 Bobby Tomasevic
Lot 1501 Josie Richey

Lot 1810 Neroli Henderson
Lot 1811 Colin Steel
Lot 2403 Robin Suprun

The following 7 members were elected to the Committee:
Lot 115 Juan Carlos Saez
Lot 212 Zac Karvouniaris
Lot 214 Bobby Tomasevic
Lot 1501 Josie Richey
Lot 1810 Neroli Henderson
Lot 1811 Colin Steel
Lot 2403 Robin Suprun
**Motion:** ***Carried***

**Committee Meeting**
Members will be advised of the Committee Meeting dates in due course.

**6. Delegations**

Owners Corporation No.1 & No.2 resolves to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006.* These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.
**Motion:** ***Carried***

Owners Corporation No.1 & No.2 resolves to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) *Owners Corporations Act 2006* to enable the Manager to carry out its functions. These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.
**Motion:** ***Carried***

**7. Consideration of Reports ]**

**Owners Corporation Manager's Report**
Owners Corporation No.1 & No.2 acknowledges the Manager's Report as presented.
**Motion:** ***Carried***

**Chairperson Report**
Owners Corporation No.1 & No.2 acknowledges the Chairperson Report as presented.
**Motion:** ***Carried***

**Maintenance Plan Status Report**
Owners Corporation No.1 & No.2 acknowledges the Maintenance Plan Status Report as presented.
**Motion:** ***Carried***

**8. Appointment of Auditor**

Owners Corporation No.1 & No.2 resolves to appoint J&T Partnership to Audit the Financial Statements for the year ending 31st October 2022, pursuant to s. 35(1) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

**9. Appointment of Public Officer**

Owners Corporation No.1 & No.2 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.
**Motion:** ***Carried***

**10. Annual Financial Statements**

**Owners Corporation No.1:**
The Owners Corporation No.1 resolves to accept the Financial Statements for the period ***1st November 2021 to 31st October 2022,*** which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

**Owners Corporation No.2:**
The Owners Corporation No.2 resolves to accept the Financial Statements for the period ***1st November 2021 to 31st October 2022,*** which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

**11. Administration Fund Budget and Levy Contribution**

**Owners Corporation No.1:**
Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending ***31st October 2023,*** comprising of Total Expenditure **$1,151,576.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **$1,266,733.60 (inc GST).**
**Motion:** ***Carried***

Owners Corporation No.1 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e., levies are paid in advance), and that the allocation is based on Lot Liability.

The levy periods are outlined below:
QTR1: 01/11/2022 to 31/01/2023 – these levies issued as interim*
QTR2: 01/02/2023 to 30/04/2023 – these levies issued as interim*
QTR3: 01/05/2023 to 31/07/2023 – these levies issued as interim*
QTR4: 01/08/2023 to 31/10/2023

***** "interim levies" were issued based on the last quarter of the previous financial year. Any variance between the adopted budget and the interim levy amounts issued will be distributed evenly across the remaining levies that have not yet been issued for the financial year.
**Motion:** ***Carried***

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 31 October 2024) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.
**Motion:** ***Carried***

**Owners Corporation No.2:**
Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending ***31st October 2023,*** comprising of Total Expenditure **$113,025.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **$124,327.50 (inc GST).**
**Motion:** ***Carried***

Owners Corporation No.2 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e., levies are paid in advance), and that the allocation is based on Lot Liability.

The levy periods are outlined below:
QTR1: 01/11/2022 to 31/01/2023 – these levies issued as interim*
QTR2: 01/02/2023 to 30/04/2023 – these levies issued as interim*
QTR3: 01/05/2023 to 31/07/2023 – these levies issued as interim*
QTR4: 01/08/2023 to 31/10/2023

***** "interim levies" were issued based on the last quarter of the previous financial year. Any variance between the adopted budget and the interim levy amounts issued will be distributed evenly across the remaining levies that have not yet been issued for the financial year.
**Motion:** ***Carried***

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 31 October 2024) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.
**Motion:** ***Carried***

**12. Maintenance Plan**
Owners Corporation No.1 & No.2 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

Owners Corporation No.1 & No.2 resolves to approve that the Committee can by ordinary resolution, pay money out of the Maintenance Fund for an urgent matter in accordance with the provisions set out in s. 45(1), (2), (3), (4) and (5) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

## 13. Maintenance Fund Budget and Levy Contribution

**Owners Corporation No.1:**

Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending **31st October 2023** comprising of Total Expenditure **$94,500.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **$103,950.00 (inc GST).**

**Motion:** ***Carried***

Owners Corporation No.1 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e., levies are paid in advance), and that levy allocation is based on Lot Liability.

The levy periods are outlined below:
QTR1: 01/11/2022 to 31/01/2023 – these levies issued as interim*
QTR2: 01/02/2023 to 30/04/2023 – these levies issued as interim*
QTR3: 01/05/2023 to 31/07/2023 – these levies issued as interim*
QTR4: 01/08/2023 to 31/10/2023

***** "interim levies" were issued based on the last quarter of the previous financial year. Any variance between the adopted budget and the interim levy amounts issued will be distributed evenly across the remaining levies that have not yet been issued for the financial year.

**Motion:** ***Carried***

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 31 October 2024) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

**Motion:** ***Carried***

**Owners Corporation No.2:**

Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending **31st October 2023** comprising of Total Expenditure **$77,700.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **$85,470.00 (inc GST).**

**Motion:** ***Carried***

Owners Corporation No.2 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e., levies are paid in advance), and that levy allocation is based on Lot Liability.

The levy periods are outlined below:
QTR1: 01/11/2022 to 31/01/2023 – these levies issued as interim*
QTR2: 01/02/2023 to 30/04/2023 – these levies issued as interim*
QTR3: 01/05/2023 to 31/07/2023 – these levies issued as interim*
QTR4: 01/08/2023 to 31/10/2023

***** "interim levies" were issued based on the last quarter of the previous financial year. Any variance between the adopted budget and the interim levy amounts issued will be distributed evenly across the remaining levies that have not yet been issued for the financial year.
**Motion:** ***Carried***

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 31 October 2024) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.
**Motion:** ***Carried***

**14. Additional annual fee on a Lot Owner**

The Owners Corporation No.1 & No.2 acknowledges that in accordance with s. 23(3A) & (3B) *Owners Corporations Act 2006*, the Owners Corporation may levy an additional annual fee on a lot owner if – (a) the Owners Corporation has incurred additional costs arising from the particular use of the lot by the lot owner; and (b) an annual fee set on the basis of the lot liability of the lot owner would not adequately take account of those additional costs; And that any additional annual fees under subsection (3A) must be levied on the basis that the lot owner of the lot that benefits more from the use of the lot pays more
**Motion:** ***Carried***

**15. Owners Corporation may levy fees in relation to Insurance**

The Owners Corporation No.1 & No.2 acknowledges that in accordance with s. 23A (1) & (2) *Owners Corporations Act 2006,* the Owners Corporation may levy fees to cover the costs of the premium for reinstatement and replacement insurance taken out in accordance with Division 6 of Part 3; and such fees levied must be based on lot entitlement.
**Motion:** ***Carried***

The Owners Corporation No.1 & No.2 acknowledges that in accordance with s. 23A (3) *Owners Corporations Act 2006*, the Owners Corporation may levy a lot owner a fee to cover the cost of any of the following –

(a) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of – (i) a lot owner; or (ii) a lot owner's lessee; or (iii) a guest of a lot owner or a guest of a lot owner's lessee;

(b) damage to the common property that is caused by a lot owner or a lot owner's lessee where either— (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;

(c) an excess amount on an insurance claim if the claim solely relates to a lot owner's lot.

***Please note:*** The Owners Corporation may determine the times for payment of fees levies under subsection (1) and (3).
**Motion:** ***Carried***

**16. Penalty interest**

The Owners Corporation No.1 & No.2 resolves for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being

fixed under s. 2 of the *Penalty Interest Rates Act 1983.* Such interest will apply to money owed by a member for fees and charges which are paid after the due date.
**Motion:** ***Carried***

**17. Debt Recovery**

The Owners Corporation No.1 & No.2 resolves to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006.*
**Motion:** ***Carried***

The Owners Corporation No.1 & No.2 resolves to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.
**Motion:** ***Carried***

The Owners Corporation No.1 & No.2 acknowledges that the Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation (s. 30(1) *Owners Corporations Act 2006*), which may include but is not limited to: the Victorian Civil and Administrative Tribunal, the Magistrates Court of Victoria or a Court of another State or a Territory that corresponds to the Magistrates Court.
**Motion:** ***Carried***

The Owners Corporation No.1 & No.2 acknowledges that an Order requiring a lot owner to pay the Owners Corporation reasonable costs incurred by the Owners Corporation in recovering an unpaid amount from the lot owner (other than costs in the proceeding) may be made by VCAT in accordance with s. 165(1) (ca) *Owners Corporations Act 2006.* This includes but is not limited to; Administration fees charged to the Owners Corporation by the Manager, debt collection and legal fees incurred as a result of the failure to pay levies, fees and charges due.
**Motion:** ***Carried***

**18. Power to bring legal proceedings**

The Owners Corporation No.1 & No.2 acknowledges that if a matter is within the civil jurisdictional limit of the Magistrates Court and an Owners Corporation is authorised to do so by ordinary resolution, the Owners Corporation may commence any legal proceeding in (a) the Magistrates Court; or (b) VCAT or any other tribunal; or (c) a court of another State or a Territory that corresponds to the Magistrates Court.
**Motion:** ***Carried***

**19. Insurance Policy Components**

The Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that a copy of the Certificate of Currency has been included with the Notice of Meeting.

**INSURANCE COMPANY:** CHU Underwriting Agencies Pty Ltd
**INSURANCE BROKER:** Whitbread Insurance Brokers
**POLICY NUMBER:** HU0006055984
**SUM INSURED:** $144,891,000

**RENEWAL DATE:** 17/11/2023

BUILDING & CONTENTS: $144,891,000
TEMP ACCOM / LOSS OF RENT: $21,733.650
INSURED PROPERTY (COMMON AREA CONTENTS): $1,448,910
CATASTROPHE or EMERGENCY: $21,733.650
GENERAL LIABILITY: $30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE: $250,000
OFFICE BEARERS' LIABILITY: $2,000,000
VOLUNTEER WORKERS: $200,000/$2,000 per week
GOVERNMENT AUDIT COSTS: $25,000
APPEAL EXPENSES: $100,000
LEGAL DEFENCE EXPENSES: $50,000
MACHINERY BREAKDOWN: $100,000
LOT OWNERS' IMPROVEMENTS: $250,000

**Claim Excess:**
All Other Claims $5,000 per claim
Machinery Breakdown $5,000 per claim
Legal Defence Expenses $1,000 per claim
Water Damage $7,500
Burst Pipes $7,500
Fire Excess $50,000
**Motion:** ***Carried***

**Please Note:** ***The Owners Corporation insurance does not extend to cover personal items within the apartment. Personal items include carpets and temporary flooring (unless specified on your policy schedule), wall and ceiling coverings, fixtures removable by lessee at end of lease, anything prescribed as not forming part of the building or any privately owned contents within the Lot. Members are urged to seek their own insurance advice on a separate insurance policy to protect their interest with regards to contents and personal belongings within their individual lots.***

The Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is qualified to give general advice and factual advice about insurance, not personal advice.
**Motion:** ***Carried***

**20. Insurance FSG & PDS**

The Owners Corporation No.1 acknowledges that the Insurance Broker's Financial Service Guide (FSG) was provided to the Committee at the time of Policy renewal and a copy of the FSG is available from the Manager upon request.
**Motion:** ***Carried***

The Owners Corporation No.1 acknowledges that the Product Disclosure Statement (PDS) was provided to the Committee at the time of Policy renewal and a copy of the PDS is available from the Manager upon request.
**Motion:** ***Carried***

**21. Insurance Valuation Report**

An Owners Corporation must obtain a valuation of all buildings that it is liable to insurer. The valuation must be obtained every 5 years, or earlier as determined by the Owners Corporation. The date the last insurance valuation report was commissioned is 9th April 2021.

Owners Corporation No.1 entrusts the Committee to review and obtain an Insurance Valuation update closer to the 5-year Anniversary, pursuant to s. 65(1) & (2) Owners Corporations Act 2006.
**Motion:** ***Carried***

**22. Confirmation of Appointment – Owners Corporation Manager**

Owners Corporation No.1 & No.2 acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 718154U and Bluestone OCM Pty Ltd.

At the Committee Meeting of Owners Corporation No.1 & No.2 held 16th January 2023 and pursuant to the power delegated to it under s. 11(2)(a) of the *Owners Corporations Act 2006*, the Owners Corporation Committee resolved to enter into an updated Contract of Appointment between 718154U and Bluestone OCM Pty Ltd, for a period of 3 years.
**Motion:** ***Carried***

**23. Disposal of Goods abandoned on Common Property**

The Owners Corporation No.1 & No.2 acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006,* the Owners Corporation may now dispose of goods abandoned on common property.

The Owners Corporation must issue a notice in writing of the Owners Corporations intention to dispose of the abandoned goods, to the person who abandoned the goods personally, or left at, or sent by post to the persons last known address. The notice must meet the conditions set out under S. 53B Owners Corporations Act 2006.

Before disposing of the goods, the Owners Corporation may move the goods to a safe place, if— (a) the goods block reasonable access to a lot or the common property; and (b) the Owners Corporation has made a reasonable attempt to locate or communicate with the person who abandoned the goods in order to give the person a notice of intention to dispose of abandoned goods.

An Owners Corporation must not dispose of the goods if— (a) a dispute exists between the person who abandoned the goods and the Owners Corporation in relation to the goods; and (b) an application has been made to VCAT by the Owners Corporation in relation to the dispute.
**Motion:** ***Carried***

**24. Compliance Reminder**

The Owners Corporation No.1 & No.2 acknowledges the Compliance Reminder as included with the Notice of Meeting.
**Motion:** ***Carried***

**25. General Business**

**Items raised by Lot 1810 & 1811 (Neroli Henderson):**

Tim Graham Partner of Bugden Allen Graham Lawyers introduced himself to members and noted he had been engaged by the Committee to review these motions and give his professional opinion to members on how to review the motions and if they are binding on the incoming Committee and/or the Owners Corporation.

Tim noted these motions are not binding and as the delegation of powers to the Committee had already been passed, they create no restriction on the Committee. He advised these motions should be voted on as the sentiment of the majority and then the incoming Committee take and consider the results and how it responds to each motion.

Whilst Tim Graham spoke to each motion, it was noted he had provided his advice by email of the 26th of June 2023, which was shared with Mrs Henderson, a copy of that email is attached for reference.

**1. Motion: Foyer Numerals/sculpture** The large, silver 3-5 numerals and plinth to be reinstalled in the foyer.
**Resolution:** To reinstall the large silver numbers and plinth to the foyer.
**Motion:** ***Carried***

Members raised they would appreciate consultation for design decisions moving forward.

**2. Motion: Maintenance (2 items) item 1: Repair and then seek reimbursement**
The elected committee has over the past two years put improvements over common area maintenance. The steam room has been broken for over two years. The tower apartment front doors have needed painting for more than 3 years. We have not had three working elevators for any consistent period of time for over 6 months. The tower has had serious leaks causing property damage and necessitating insurance payouts to tenants that have been left for more than three years. The committee should repair items quickly and get reimbursement from the relevant company if that is a possibility after the repair. Not wait years to fix in the hope the company may do them free of charge.
**Resolution:** The elected committee to abide their legally mandated requirement of maintaining the building in a timely manner. If a company responsible for an item needing repair may be financially responsible this should be sought after the item is first fixed by the OC if the repair isn't to be imminent.
**Motion:** ***Carried***

Noted that Watpac had denied rectifying the steam room and Covid lockdowns, material shortages and tradesperson delays was a significant factor in the status of the steam room by members present.

**3. Motion: Maintenance before improvements**
Improvements to the common property should not be done while there are long outstanding maintenance requirements that are not being done due to lack of funds.
**Resolution:** To ensure all maintenance is up-to-date and budgeted for before any spending on upgrades or improvements.
**Motion:** ***Carried***

**4. Motion: B1 foyer doors** The B1 foyer doors have the highest traffic of any carpark foyer doors due to the bins located there, moves and pedestrian access from Barkly Street. The wind causes these to either slam shut so loudly a dangerous noise volume alert is activated on apple devices or be left ajar causing the door closures to be wound up to a level that makes them very heavy and hard to open. This causes an accessibility and safety issue for anyone with a disability and the elderly as well as an OHS issue for people carrying things. It also leaves the foyer open to people walking in without a fob when the door is left ajar.
**Resolution:** To install an auto opening door on the garage door side of the lift foyer and to keep the door closer looser on the other side but install a sign asking users to close the door after them. OR: To install an auto door closer on both doors.
**Motion:** ***Carried***

> Aaron noted the proposed auto arm closers may not be the solution to this problem, as up the road on the corner of St Kilda Road and Bowen Crescent, they installed the same for the same issue, and on windy days the arm doesn't have the strength to open/close the door. Sliding doors would likely be more suitable to solving this problem, but would likely trigger a building permit. New Committee to review and consider.

**5. Motion: Stain and damage notifications**
The cleaning company to be responsible for a walk through on all levels and report any staining or damage. Any non-reported damage to have costs incurred by the cleaning company when it has not been reported for long enough that it can't be found on cameras and costs incurred by the lot responsible. OR for Building
management to do regular walk-throughs noting all damage and stains and find these issues on the camera and charge through to the offending lot.
**Resolution:** to pass on the costs of repairs to the cleaning company if they have failed to report staining and damage and it can no longer be found on the camera system. OR to pass on costs to building management company if the problem is not cited in a timely manner and unable to be found on the cameras due to time passed.
**Motion:** ***Abstained***

> Members raised this would be contingent to existing contracts and service providers willingness to accept this condition into their contracts. New Committee to review and consider.

**6: Motion: Business Centre / Library**
The business centre was a hive of activity when first opened and sold as such to owners. It was not needed to be booked and was often used by many lots at once. It had several tables and many chairs, a printer, and other amenities. Over the last 3 years almost all the tables and chairs have gone missing, there is no printer and only one lot can use it at a time and only after pre-booking. This is a waste of such a large space that could be a hub to foster community and friendships within the building.
**Resolution**: To reinstate the business centre as a common area that can be used by more than one lot owner at once for any reasonable activity within the OC rules without prebooking and to reinstate several tables and chairs to accommodate multiple lots. OR: To change the business centre and library over, with the smaller area (the current library) to become the area you can book and the very large area (current business centre) to become the library. Plus, to reinstate the number of tables there previously (around 5-7). This would then be used as a library / quiet workspace.
**Motion:** ***Not Carried***

It was noted by members of the current Committee that the room was bookable by more than 1 person and that they had researched and costed 2 x 3 seater desk pods and underfloor electrical points to allow 6 people to book and use these desks daily. This project was placed on hold to deal with more pressing issues at hand. Members voted that the room should remain bookable and that the costs to improve the amenity and the times available for booking would go to the new Committee for review.

**7. Motion: Social events in Business Centre**

To allow free social evenings / days to be held in the business centre. I.e., Game nights open to all residents with people bringing their favourite game, talks etc. Basically, anything that a resident would like to put on for other residents and offer at no cost.

**Resolution:** To allow social nights to foster community and friendship in the business centre that can be run by residents via booking with the concierge. These will then be shared to all residents via email who can choose to attend for free.

**Motion:** ***Carried***

**8. Motion: Fitness events in Yoga Room**

To allow social activity groups to be conducted in the yoga room (Yoga, Tai Chi, dance etc) for low cost to all residents to foster community and friendships.

**Resolution:** To allow residents and qualified fitness instructors to run low-cost group classes open to all residents.

**Motion:** ***Not Carried***

Members noted the insurance policy would need to be reviewed and a waiver as part of an induction developed. Matter was referred to the new Committee.

**9**. **Motion:** To require the contracted elevator company (or STK) to maintain a stock of all spare parts necessary for our elevators

**Resolution:** To ensure current contractor holds stock of all parts or STK holds them.

**Motion:** ***Not Carried***

Members noted the contract would need to be reviewed with the service provider. Matter referred to the new Committee.

**10. Motion:** To vote that the committee stop spending funds on legal advice used to purposefully get around their duties under the act. I.e., To call the foyer upgrade maintenance for the purpose of not requiring a special resolution or vote and an AGM.

**Resolution:** For the committee to follow the act judiciously and remember they are merely representatives for all

**Motion:** ***Carried***

Members noted its important to remember Committee Members rarely have a background in law and are familiar with legislation that governs Owners Corporations and there are times when legal opinion is necessary and strongly advisable.

**11. Motion:** There is currently not enough information included in the minutes to know what the items being voted on actually are, or why they are needed. Quotes and financials are also seldom included. Transparency is paramount and all owners are entitled to know exactly what has been discussed in meetings.

**Resolution:** To make the minutes describe accurately exactly what is being voted on and why it is necessary, and to include the costs of all works voted on and the costs of opposing quotes and why the chosen one was chosen.

**Motion:** ***Carried***

Noted this is advice for Bluestone OCM to take on and address with the new Committee.

**12. Motion** The OC manager is currently nonresponsive to many emails from owners, leaving owners in the dark about what is going on with the building. The OC manager must reply to emails and phone calls from owners in a timely manner (7 days) and is to freely disseminate information about the building and that discussed in meeting with any owners.
**Resolution:** The OC manager to reply promptly and in full to all lot owner enquiries and with any information requested, without requiring a form to be filled in when the information has already been requested in writing.
**Motion:** ***Withdrawn***

Noted this motion is withdrawn as it was applicable to a previous Owners Corporation Manager.

**13. Motion** The building used to have a newsletter that came out at least 3 monthly with updates on what was going on with the building. There has been only one in the last 12 months or so and that was mostly a list of rules in the building and included nothing about the foyer works which were imminent. A newsletter featuring all major building news, social events, safety information and other important updates should be sent out at least quarterly.
**Resolution**: To disseminate an informative newsletter updating all residents on the current news and events happening within the building at least quarterly.
**Motion:** ***Carried***

Members agreed greater transparency would be ideal, and knowing of projects or maintenance works would be helpful.

**General Business Continued. Queries raised by Owners**
It was raised the cleaning staff appear to have a high staff turnover, also questioned whether their wages were in line with award rates. Asad noted there had been a recent issue with staff turnover. The incoming Committee were asked to review service and ensure wages are in line with the relevant legislation.

Queried when the Foyer works would be finalised, noted within the next two weeks and concluded by Saturday the 15th of July. Works are now limited to the installation of doors and painting.

Concern raised there are a number of cars oversized for their car space and which make access difficult to adjacent car spaces and at times driving through the carpark. Requested photos be emailed to the Bluestone OCM and contact with those residents would occur.

Query raised on the potential for EV charging stations, the Committee noted they had looked into it and found the buildings substation did not have much capacity to accommodate more than 20 vehicle charging stations. To upgrade the substation was estimated to cost over $1 million.

Query raised whether the costs for maintenance and repairs of the car hoist should have the benefit principle applied so only the owners who use it to access their car space pay as opposed to it currently being billed to OC-1. It was noted by the current committee all owners have access to it as it is a method of access for the bike storage areas. New Committee to review.

Noted private garden planter boxes on the rear of the Barkly street apartments are connected to those owners water meters, and asked that those owners monitor as if they have a leaking irrigation system, it is billed to their water account. New Committee to review the maintenance of these planters as discussed at the information evening as some are not maintained by the owner and create an eyesore and others cannot be safely or easily access for such maintenance.

Lastly it was raised and requested that the new Committee review the usage of common electricity in the private storeroom belonging to unit 1810.

**26. Meeting Closure**

With no further business the Chairperson declared the meeting closed at 7.45pm, and thanked owners for their attendance and input.

**From:** Tim Graham
**Sent:** Monday, June 26, 2023 10:16 AM
**To:** Aaron Healy <aaron.healy@bluestoneocm.com.au>
**Cc:** Isabella Fiore <isabella.fiore@bluestoneocm.com.au>
**Subject:** RE: STK Apartments AGM with Tim Graham

Hi Aaron,

Thanks kindly for this.

The first point to be made is that the committee has gone above & beyond in agreeing to the inclusion of these items. There is no requirement for members' motion s to be included. Rather, the agenda is set by the party convening the SAGM under s.70 (and the requirements of ss.71 & 72).

The issue of rescission may also arise. Rescission is not possible where the resolution has been fulfilled. That is, a decision is not able to be revoked after it has been put into force and given effect to in such a way that work has been undertaken, persons appointed to a position, or decisions embodied in the resolution communicated to another party that has acted on it (see for example *Ex parte Wright; Re Concord Municipal Council* (1925) 7 LGR 79; *Ex Parte Forssberg; Re Warringah Shire Council* (1927) 27 SR (NSW) 200; *R v Mitcham City Corp; Ex parte G J Coles & Co Ltd* (1980) 26 SASR 74; 44 LGRA 224).

The low hanging fruit approach is that no resolutions can be made in respect to thew resolutions because they are General Business. The inclusion of "other business" or "general business" enables items of a routine or minor nature to be brought forward, but no resolutions can be made. A resolution relating to a matter not sufficiently specified by the Notice of Meeting is not binding (*Helwig v Jonas* [1922] VLR 261).

However, leaving aside the heading "General Business" – focussing on substance over form - there is sufficient detail in some of the motions which can be voted on.

I comment briefly on the items (using the same item numbers):

1. Ok;

2. Incapable of being voted on. The delegation of power to the elected committee will already have been resolved before this item is considered. Some matters may be beyond the committee's power (for example if s24(4), 52 or 53 apply. Resolutions have been made in respect to the maintenance plan [item 12] and maintenance fund [item 13). Other maintenance items arising should be treated on merit. The committee does not have a "legally mandated requirement of maintaining the building in a timely manner".

3. Resolutions have been made in respect to the maintenance plan [item 12] and maintenance fund [item 13). Other maintenance items arising should be treated on merit.

4. Seems inconsistent with comments in General Business items 2 & 3. But ok.

5. Seems inconsistent with comments in General Business items 2 & 3. I doubt this is within the cleaner's contractual scope of work.

6. Seems inconsistent with comments in General Business items 2 & 3. But ok.

7. No resolution required or desirable.

8. No resolution required or desirable.

9. I doubt this is within the contractor's scope of work. Beyond power & function of the OC.

10. BAGL may have a conflict of interest advising in relation to this item. For now, I suggest that it is incapable of being voted on. The delegation of power to the elected committee will already have been resolved before this item is considered.

11. Unnecessary and undesirable. The principles applying to the contents of minutes have been summarised by Young J in *John J Starr (Real Estate) Pty Ltd v Robert R Andrew (Australasia) Pty Ltd* (1991) 6 ACSR 63 at 89-90 as follows:

    - Minutes must note the nature and type of meeting, the time of commencement and like details.
    - Minutes must contain a full and accurate record of all business done including a list of who was present and all resolutions passed at the meeting.
    - At least where disqualification follows from non-attendance, the minutes should contain a list of apologies accepted. (The distinction between a tendered apology and an accepted apology may be significant: see *Ryan v Heiler* (1990) 69 LGRA 307).
    - Minutes must be as concise as circumstances permit. Thus reasons for resolutions etc are seldom recorded.
    - Minutes must be phrased in non-emotive language and on the face of them must appear impartial and above suspicion.
    - A minute is not a report. Therefore speeches and arguments normally do not appear in minutes.

    All lot owners can inspect all OC records under s.146.

12. The Contract of Appointment sets out the manager's obligations to the OC. Contract of Appointment requires the manager to respond to routine correspondence. The obverse is also true: the manager has no contractual or other obligation to respond to non-routine correspondence.

13. No statutory obligation to publish newsletters. Can be voted on, but I recommend clarification needed as to who is responsible for publication. Complex questions of authority could arise.

Best regards,

Tim

**Tim Graham**
Partner

BUGDEN ALLEN GRAHAM LAWYERS

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Liability limited by a scheme approved under Professional Standards Legislation. This communication and any attachments are confidential and may be privileged.

**WARNING** – To minimise the risk of cyber fraud, please verify any email received from us containing bank account details for our trust account or any other account by calling us on (07) 3905 9260. You should not transfer funds to any third party without first obtaining verification of the correct bank account details. Conversely, we will not use bank account details supplied by you without verification by phone.

**PLEASE NOTE** that we will never change account details via email. If you get an email purporting to be from us changing any account details previously provided this will most likely be a **Scam**. If you receive such an email please immediately contact us by phone.

# Owners Corporation
# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

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

## Management of an owners corporation

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

**If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

# Certificate of Currency

## CHU Residential Strata Insurance Plan

| | |
|---|---|
| **Policy No** | **HU**0006055984 |
| **Policy Wording** | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| **Period of Insurance** | 17/11/2023 to 17/11/2024 at 4:00pm |
| **The Insured** | OWNERS CORPORATION PLAN NO. PS 718154 |
| **Situation** | 3-5 ST KILDA ROAD ST KILDA VIC 3182 |

## Policies Selected

**Policy 1 – Insured Property**
Building: $148,368,384
Common Area Contents: $1,483,683
Loss of Rent & Temporary Accommodation (total payable): $22,255,257

**Policy 2 – Liability to Others**
Sum Insured: $30,000,000

**Policy 3 – Voluntary Workers**
Death: $200,000
Total Disablement: $2,000 per week

**Policy 4 – Fidelity Guarantee**
Sum Insured: $250,000

**Policy 5 – Office Bearers' Legal Liability**
Sum Insured: $2,000,000

**Policy 6 – Machinery Breakdown**
Sum Insured: $100,000

**Policy 7 – Catastrophe Insurance**
Sum Insured: $22,255,257
Extended Cover - Loss of Rent & Temporary Accommodation: $3,338,288
Escalation in Cost of Temporary Accommodation: $1,112,762
Cost of Removal, Storage and Evacuation: $1,112,762

**Policy 8 – Government Audit Costs and Legal Expenses**
Government Audit Costs: $25,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

**Policy 9 – Lot owners' fixtures and improvements (per lot)**
Sum Insured: $250,000

**Flood Cover is included.**

**ACP Endorsement**
CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 04/12/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Enquiries To: Building Department: 9209 6253
Reference No: NOT/100/2020

19-Feb-2021

Owners Corporation 1
PS718154U
L3/312 St Kilda Road
MELBOURNE VIC 3004

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182

www.portphillip.vic.gov.au

**ASSIST Customer Service**
9209 6777

## BUILDING ORDER ATTACHED

**For Property Located at: 3-5 St Kilda Road, ST KILDA VIC 3182**

Dear Owner

I refer to an attached Building Order which is served on you as owner of the property in accordance with the Building Act, 1993. Sufficient time has been provided for the issues raised by Council to be addressed in an informal manner. As evidence has not been provided to demonstrate that the matters have been addressed to the degree necessary, service of the following Order is deemed appropriate.

As a matter of courtesy, Council wishes to advise that should you fail to comply with the terms and conditions of the Building Order, you may receive a summons to appear before a Magistrates Court for the non-compliance. You may be fined up to $80,595 by the Court in the case of a natural person, or $402,975 in the case of a body corporate, for failure to comply with the Order.

Accordingly, I strongly urge you to attend to and have completed those matters detailed in the Building Order on or before the due date.

Should you have any enquiries, please contact the Building Dept on 9209 6253.

Kind regards,

BILL YANNELIS
Municipal Building Surveyor

T: 03 9209 6253 | W: www.portphillip.vic.gov.au
St Kilda Town Hall | 99a Carlisle Street, St Kilda, Victoria 3182

**COPY TO:** Andrew Heagney
STK Apartments
3-5 St Kilda Road
ST KILDA VIC 3182

*City of Port Phillip*
**99a Carlisle Street**
**St Kilda, Victoria 3182**

**BUILDING ACT 1993**
**BUILDING REGULATIONS 2018**

**BUILDING ORDER FOR MINOR WORK UNDER SECTION 113 OF THE BUILDING ACT 1993**

TO: THE OWNER

Owners Corporation 1
PS718154U
L3/312 St Kilda Road
MELBOURNE VIC 3004

("Owner")

OF THE BUILDING/LAND LOCATED AT:

**3-5 St Kilda Road, ST KILDA VIC 3182**

WHEREAS:

1. I am the Municipal Building Surveyor of the City of Port Phillip and am authorised to make a building order under section 113 of the *Building Act* 1993 ("Act");

2. I caused the building/land to be inspected on 12th Nov 2020 by Justin Bayard , Building Surveyor;

3. This Order may be made without first serving a building notice.

4. Pursuant to section 113 of the Act, I am of the opinion that the work required to be carried out under this Order is of a minor nature:

5. The reason/s why this Order was issued are that:

   5.1 The inspection undertaken observed that the essential safety measures in the building are not being maintained to the degree necessary, and non-compliances with the provisions of the Building Code of Australia were also identified thereby constituting a risk to the life, health or safety of the occupants and other persons using the building

## NOW THEREFORE TAKE NOTICE THAT:

**6.** You are required to carry out the following building work required by the Building Regulations 2018.

**6.1** Undertake works as necessary to the FIP to ensure it is fully functioning and provide a current FIP maintenance report that is signed, dated and includes the individual contractor name and company details of the person undertaking the maintenance.

**6.2** Provide door seals to all doors to the fire stairs in accordance with the requirements of the Fire Engineering Report prepared and approved for this building and the Building Code of Australia (BCA).

**6.3** Carry out building work to the doors forming part of the building's smoke compartment requirements so that the doors close fully and do not compromise the integrity of the smoke compartments.

**6.4** Remove the Expanded Polystyrene that is evident at the top of services cupboards that may have been used to form penetration voids. Carry out work to reinstate the fire rating provisions in accordance with the BCA.

**6.5** Suitably seal the penetrations through the carpark slabs separating the carpark from residential (and other non-carpark) levels with a system accordance with a tested prototype, to maintain the fire rating of the floor element. The maintenance schedule of the contractor maintaining penetrations in fire rated elements must be provided to confirm compliance of these penetrations

**6.6** Provide signage to all re-entrant level doors required in fire isolated stairs in accordance the provisions of BCA Clause D2.22.

**6.7** Reinstate the sprinkler heads to the sprinkler outlet plumbing at the top of service cupboards that have been capped off. Alternatively demonstrate that a sprinkler head is not required to meet coverage requirements of the applicable Australian Standard.

**6.8** Carry out maintenance works to all hydrants at landings of Stair 3 (external stair in central courtyard) pursuant to the requirements specified by the buildings occupancy permit.

**6.9** Carry out work to the electric strike for all exit doors to ensure that they are openable upon general fire alarm activation. Alternatively demonstrate that these requirements are currently complied with.

**6.10** Provide a copy of the most recent Annual Essential Safety Measures report.

**7.** The above work is to be carried out by no later than 5pm on 29th March 2021

Note: A follow up inspection will be conducted by a representation of Council to confirm compliance with the requirements of this Building Order.

DATED: THIS 19th DAY OF February 2019 FILE NO.:NOT/100/2020

BILL YANNELIS
Municipal Building Surveyor

T: 03 9209 6253 | W: www.portphillip.vic.gov.au
St Kilda Town Hall | 99a Carlisle Street, St Kilda, Victoria 3182

**NOTES:**

1. **Duration of a Building Order**
Pursuant to section 117 of the *Act*, a Building Order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

2. **Amendment or Cancellation of a Building Order**
Pursuant to section 116 of the *Act*, the Municipal Building Surveyor may amend or cancel a Building Order if requested to do so, if there is a change in circumstances after service of the Order.

3. **Appeals to the Building Appeals Board**
Pursuant to section 142(2) of the *Act*, an owner of a building or land may appeal to the Building Appeals Board against:
a) the making of a Building Order applying to that building or land,
b) the imposition of any condition in that Building Order,
c) a refusal to amend or cancel that Building Order,
d) a failure, within a reasonable time, to amend or cancel that Building Order, or,
e) a requirement under Division 3 of Part 8 that the Building Order be fully complied with. In accordance with section 146 of the Act and regulation 271 of the Regulations the prescribed appeal period is 30 days from the date of this Order.

4. **Completion of Work**
Pursuant to section 120 of the *Act*, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a Building Order. (Failure = Maximum Penalty of 50 penalty units).

5. **Failure to Comply**
Pursuant to section 118 of the *Act*, a person to whom a Building Order is directed must comply with that Order.
(Failure = Maximum Penalty of 500 penalty units for natural persons/2500 penalty units for body corporates).

6. **Injunctions**
Pursuant to section 234E of the *Act*, the Municipal Building Surveyor may bring proceedings in any court of competent jurisdiction for an Order under this section in the event of a breach, or threatened or apprehended breach, of this *Act* or the *Regulations* or a Notice, Permit, Order or Determination issued or made under this *Act* (including a Notice or Order or Determination of the Building Appeals Board).

7. **Service on Owners Corporations**
Pursuant to section 236(4C) of the Act, the order is served on each lot owner of the building by service on the Owners Corporation. Section 236(4D) requires the Owners Corporation to provide a copy of the order to all lot owners affected by the order within a reasonable time of recceing the order. (Penalty 60 penalty units)

8. **Owners Corporation may carry out work**
Pursuant to section 251A(3) of the *Act*, an order served on an owners corporation under section 236(4C) must be complied with by the owners corporation if it were the owner of the lot. (penalty 2500 penalty units)

An owner's corporation may authorise a person to enter a lot or a building on a lot on its behalf to carry out works in accordance with section 251A of the Act. Pursuant to section 251A(6) of the Act, the owners corporation may recover from the owner of the lot as a debt due to the owners corporation the cost of any work carried out that is not covered by the insurance held by the owners corporation.

BLUESTONE
OWNERS CORPORATION MANAGEMENT

BLUESTONE OCM PTY LTD
+61 (3) 8535 2770 | info@bluestoneocm.com.au
Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

14 July 2023

# Cladding Update

To whom it may concern,

**STK Apartments - POS No. 718154U**
3-5 St Kilda Road, St Kilda, Victoria 3182

In July 2020 the Owners Corporation for STK Apartments received a building notice from the City of Port Phillip, it listed the upright purple column of the building, along with the black façade on level 1 as potentially dangerous flammable cladding, with the risk to be determined and addressed.

In June 2022, the building was notified by Cladding Safety Victoria (CSV) that our application for state funded removal of the limited flammable cladding in the building has been rejected due to the low risk the type of cladding we have. A copy of their letter is attached.

The Owners Corporation then appointed Red Fire Engineers who have conducted a Fire Risk Assessment and Audit Report. Red Fire Engineers have identified two sections of cladding referred in the report as "purple section" and a "black section." In summary, they have advised that they believe that the "purple section" may be retained, whilst the "black section" requires to be replaced. A copy of the full report has been attached.

The Owner's Corporation submitted the Red Fire Engineers report and findings with the City Port Phillip Council and received agreement on the findings from the Municipal Building Surveyor, that by addressing the "black cladding" the notice will be revoked.

The Owners Corporation are now currently obtaining quotations for the removal of the "black cladding." As part of the nominated solution for retention of the "purple" ACP, an additional fire safety measure is required by the engineer to be installed, namely, the existing General Power Outlets (GPO's) are to be replaced with Fire Rated GPO's that fall on the internal side of the purple ACP panelling.

Should you have any further questions, please contact our office on info@bluestoneocm.com.au or (03) 8535 2770.

Yours faithfully,



Aaron Healy
Owners Corporation Manager
Bluestone OCM Pty Ltd
***Owners Corporation Managers on behalf of PS718154U***

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ABN: 56 165 080 820
bluestoneocm.com.au

17/07/2024

Jeff Liu
45 Jupiter Drive
TRUGANING VIC 3029

**Re: Owners Corporation Certificate - STK Apartments, Lot 505, 3-5 St Kilda Road, ST KILDA**

In response to your application, we now attach an Owners Corporation Certificate for Lot 505 on Plan of Subdivision 718154U OC1 dated 17/07/2024. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

(a) A copy of the Owners Corporation Rules

(b) A statement of advice, which provides advice and information to prospective purchases and lot owners.

(c) A copy of all resolutions made at the last Annual General Meeting (AGM minutes)

(d) A copy of the Certificate of Currency.

(e) Building Order and relevant extension

(f) Cladding update Letter

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,

**Shane Kennedy**
**Owners Corporation Manager**
**Bluestone OCM Pty Ltd**

# Owners Corporation Certificate

*Owners Corporations Act 2006* Section 151 and *Owners Corporations Regulations 2018* Regulation 16

| | |
|---|---|
| Plan of Subdivision | PS 718154U OC1 |
| Address of Property | STK Apartments, 3-5 St Kilda Road ST KILDA VIC 3182 |
| This certificate is issued for Lot | 505 |
| Postal address | Level 3, 312 St Kilda Road MELBOURNE VIC 3004 |
| Vendor | Yuni Elisabeth Lai & Amanda Yue-Wah Li |
| Applicant for the certificate | Jeff Liu |
| Address for delivery of certificate | jeff@linkwestconveyancing.com.au |
| Date application was received | 9th July 2024 |
| Reference | - |
| **This certificate is issued for Lot 505 - PS 718154U OC1** | |

**IMPORTANT:** The information in this certificate is issued on **17/07/2024**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

**1)** The current fees for the above lot are **$3,312.74** per annum, for the year commencing **01/11/2023**. Levies are issued quarterly and are based on the previous year's budget. The fees may change with the Committee currently reviewing the Q4 levies.

*Please note that the fourth quarter levy is yet to be struck as the committee are reviewing the budget and is subject to change

| Due Date | 01/11/2023 (due 28/12/2023) | 01/02/2024 | 01/05/2024 | 01/08/2024* |
|---|---|---|---|---|
| **Administration Fund** | $814.37 | $737.68 | $737.68 | $737.68* |
| **Maintenance Fund** | $103.71 | $60.54 | $60.54 | $60.54* |

**2)** The fees are paid up to **31/07/2024.**

**3)** The total of any unpaid fees or charges for the lot are**: $0.00**.

**4)** The following special fees or levies have been struck, and the dates in which they were struck and payable are:

**Special Levy: Maintenance Fund top-up - 1st of two Instalments**
**Date Struck: 28/03/2024**
**Amount Payable for Lot 505: $469.08**
**Date Payable: 01/05/2024**
**Status: PAID**

**Special Levy: Maintenance Fund top-up – 2ND of two Instalments**
**Date Struck: 09/05/2024**
**Amount Payable for Lot 505: $469.08**
**Date Payable: 21/06/2024**
**Status: PAID**

**5)** The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges that have not been included in the above annual fees, maintenance fund and special levies are:
**Associated costs with Cladding Replacement are unknown at this point in time. The Committee are exploring all avenues for funding any potential works, however, at this stage, nothing has been quantified. (see item 17)**

**6)** The Owners Corporation has the following insurance cover:

| | |
|---|---|
| **Insurance Company:** | CHU Underwriting Agency Pty Ltd |
| **Policy Number:** | HU0006055984 |
| **Kind of Policy:** | Residential Strata |
| **Buildings Covered:** | All |
| **Building Sum:** | $148,368,384 |
| **Public Liability:** | $30,000,000 |
| **Expiry date of policy:** | 17/11/2024 |

**Please note, the Certificate of Currency is included as an attachment to this certificate.**

**7)** Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
**No.**

**8)** The total funds held by the Owners Corporation as of 17/07/2024:

| Administrative Fund | Maintenance Fund | Total |
|---|---|---|
| $289,867.17 | $626,220.60 | $916,087.77 |

**9)** The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

**10)** Details of all current contracts, leases, licences or agreements affecting the common property:
**Agreements**
18/05/2015 BuildingLink International Pty Ltd, Building Management Software
15/09/2015 ADT Fire Monitoring, Fire Monitoring
11/12/2015 Foxtel Management Pty Limited 30/10/2017 Cirrus Communications Pty Ltd
27/03/2018 Freedom Internet (Internet wi-fi supply to residents)
01/11/2018 Steel Family Pty Ltd T/A It's Secure (CCTV and Security System Installation and Servicing)
17/12/2018 Total Gym Care (Gym equipment Maintenance)
01/03/2020 Vertimax (Car Stackers Servicing)
25/03/2020 Dormakaba (Main Lobby Automatic Sliding Doors Servicing)
28/10/2020 National Facility Services Pty Ltd, Building Management
01/11/2020 Bluestone OCM Pty Ltd, Owners Corporation Management
10/11/2020 Carshare Australia Pty Ltd (Agreement for Car Sharing Services)
10/11/2020 Telstra Corporation (Telephone and Mobile)
01/03/2021 Garbage Gonski (Waste Collection)
31/05/2021 Essential Building Consultancy Group (EBC Group – Essential Fire Servicing Auditor)
01/06/2021 Compliance Maintenance Solutions (Essential Fire Services Maintenance)
04/06/2021 Connected Buildings Pty Ltd (Lift Emergency Phone Solution)
08/04/2024 SNL Commercial Property Services Pty Ltd (Cleaning Services)
01/10/2022 United Lifts Pty Ltd (Car Lift Servicing)
24/10/2022 Sauna HQ (Sauna & Steam Maintenance)
01/11/2022 P& R A/C Services Pty Ltd (Mechanical Ventilation Maintenance)
07/11/2022 Accurate Pools (Pool Service and Maintenance)
14/11/2022 DGTek Fibre Network – Pineapple net (optic ultra-fast broadband internet services to residents)
19/01/2023 Origin Energy Electricity Limited (Embedded Electricity and Centralised Hot Water System)
01/02/2023 Motion Elevators (Passenger Lifts Maintenance)
03/05/2023 Cowan Doors (Sliding Gate and Vertical Lift Doors Maintenance)
14/06/2023 Anytime Towing (Vehicle Towing Services)
**Licences.**
11/11/2015 Lobby/Foyer Equipment Licence Lobby/Foyer Wall space behind Concierge Desk
11/11/2015 Retail 2 Signage Licence Retail 2 (North Elevation, Window Signage)
11/11/2015 Retail 3 Signage Licence Retail 3 (East Elevation, Exterior Part Window)
11/11/2015 Retail 2 Signage Licence Retail 2 (Basement 1, Southwest Corner)
11/11/2015 Lobby/Foyer Equipment Licence Lobby/Foyer Concierge Office and Link to wall mounted license area
11/11/2015 Retail 2 Equipment Licence Retail 2 (Ground Floor, North Courtyard at Artist Space) Licence of land
11/11/2015 OC Energy OC Energy Network Deed OC No. 1 Licence of common property
11/11/2015 Retail 1 Equipment Licence Retail 1 (Ground Floor, Northwest Corner Courtyard)
11/11/2015 Retail 1 Equipment Licence Retail 1 (Basement 1, Behind Loading Bay)
11/11/2015 Retail 1 Signage Licence Retail 1 (Basement 1, Behind Motor Bike Spaces)
11/11/2015 Retail 2 Signage Licence Retail 2 (West Elevation, Small Wall Signage)
11/11/2015 Retail 1 Signage Licence Retail 1 (West Elevation, Window Signage)

**11)** The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

**12)** The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied except:
**The Owners Corporation received a Building Notice from the Local Council (City of Port Philip) dated 23/08/2020. Refer to Item 17.**

**13)** The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings.

**14)** The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd**
**Registration No: 000776**
**ABN 56 165 080 820**
**Level 3, 312 St Kilda Road**
**MELBOURNE VIC 3004**

**15)** Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
**No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.**

**16)** The following documents are attached to the Owners Corporation certificate:

- **The minutes of the most recent annual general meeting of the Owners Corporation**
- **A copy of the consolidated rules registered at Land Victoria**
- **The Statement of Advice and Information for Prospective Purchasers and Lot Owners**
- **A copy of the Certificate of Currency**
- **Building Order and relevant extension**
- **Cladding update Letter**

**17)** Additional Information

**The Owners Corporation received a Building Notice from the City of Port Phillip, dated 18/08/2020. The Building Notice remains current, and extensions have been granted by the City of Port Phillip with the latest being attached.**

**Cladding Safety Victoria (CSV) investigated the building to determine eligibility and priority in their cladding rectification program with a possibility of funding (for high-risk cases). In June 2022, Cladding Safety Victoria (CSV) advised the Owners Corporation that their application for state-funded removal of the limited flammable cladding in the building had been rejected due to the low-risk type of cladding.**

**The Owners Corporation then appointed Red Fire Engineers, who conducted a Fire Risk Assessment and Audit Report. In their report, they have identified two sections of cladding referred to as the 'purple section' and 'black section' and have advised that they believe that the areas in the 'purple section' may be retained, whilst the 'black section' requires replacement.**

**The Owners Corporation submitted the Red Fire Engineers report and findings with the City Port Phillip Council and received agreement on the findings from the Municipal Building Surveyor, that by addressing the 'black cladding' and in order to retain the 'purple cladding' an additional fire safety measure is required to be installed, namely, the existing General Power Outlets (GPO's) to be replaced with Fire Rated GPO's that fall on the internal side of the purple ACP panelling, then the Building Notice will be cancelled.**

**The Owners Corporation obtained a few quotations for the removal of the 'black cladding' and has chosen a Project Manager who will be most suited to oversee these works. The Owners Corporation is waiting on an official response from the Builder (Watpac) if they will take the opportunity to rectify the cladding as per their legal right to be first contact with the first opportunity to rectify before anyone else touches the issue.**

This Owners Corporation Certificate was prepared by:

**Shane Kennedy**
**Owners Corporation Manager**
**Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

**Signature:** 

**Date:** 17/07/2024

BLUESTONE
OWNERS CORPORATION MANAGEMENT

BLUESTONE OCM PTY LTD
+61 (3) 8535 2770 | info@bluestoneocm.com.au
Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

17/07/2024

Jeff Liu
45 Jupiter Drive
TRUGANING VIC 3029

**Re: Owners Corporation Certificate - STK Apartments, Lot 505, 3-5 St Kilda Road, ST KILDA**

In response to your application, we now attach an Owners Corporation Certificate for Lot 505 on Plan of Subdivision 718154U OC2 dated 17/07/2024. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

(a) A copy of the Owners Corporation Rules

(b) A statement of advice, which provides advice and information to prospective purchases and lot owners.

(c) A copy of all resolutions made at the last Annual General Meeting (AGM minutes)

(d) A copy of the Certificate of Currency.

(e) Building Order and relevant extension

(f) Cladding update Letter

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,

**Shane Kennedy**
**Owners Corporation Manager**
**Bluestone OCM Pty Ltd**

# Owners Corporation Certificate

*Owners Corporations Act 2006* Section 151 and *Owners Corporations Regulations 2018* Regulation 16

| | |
|---|---|
| Plan of Subdivision | PS 718154U OC2 |
| Address of Property | STK Apartments, 3-5 St Kilda Road ST KILDA VIC 3182 |
| This certificate is issued for Lot | 505 |
| Postal address | Level 3, 312 St Kilda Road MELBOURNE VIC 3004 |
| Vendor | Yuni Elisabeth Lai & Amanda Yue-Wah Li |
| Applicant for the certificate | Jeff Liu |
| Address for delivery of certificate | jeff@linkwestconveyancing.com.au |
| Date application was received | 9th July 2024 |
| Reference | - |
| **This certificate is issued for Lot 505 - PS 718154U OC2** | |

**IMPORTANT:** The information in this certificate is issued on **17/07/2024**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

**1)** The current fees for the above lot are **$491.04** per annum, for the year commencing **01/11/2023**. Levies are issued quarterly and are based on the previous year's budget. The fees may change with the Committee currently reviewing the Q4 levies.

*Please note that the fourth quarter levy is yet to be struck as the committee are reviewing the budget and is subject to change.

| Due Date | 01/11/2023 (due 28/12/2023) | 01/02/2024 | 01/05/2024 | 01/08/2024* |
|---|---|---|---|---|
| **Administration Fund** | $68.58 | $73.44 | $73.44 | $73.44* |
| **Maintenance Fund** | $50.67 | $50.49 | $50.49 | $50.49* |

**2)** The fees are paid up to **31/072024.**

**3)** The total of any unpaid fees or charges for the lot are: **$0.00**.

**4)** The following special fees or levies have been struck, and the dates in which they were struck and payable are:
**Special Levy: Maintenance Fund top up – 1st of two installments.**
**Date Levy Struck: 28/03/2024**
**Amount of Levy for Lot 505: $264.34**
**Date Payable: 01/05/2024**
**Status: PAID**

**Special Levy: Maintenance Fund top-up – 2ND of two Instalments**
**Date Struck: 09/05/2024**
**Amount Payable for Lot 505: $264.34**
**Date Payable: 21/06/2024**
**Status: PAID**

**5)** The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges that have not been included in the above annual fees, maintenance fund and special levies are:
**Associated costs with Cladding Replacement are unknown at this point in time. The Committee are exploring all avenues for funding any potential works, however, at this stage, nothing has been quantified. (see item 17)**

**6)** The Owners Corporation has the following insurance cover:
**The Insurance is held with Owners Corporation No.1.**
**Please refer to Owners Corporation No.1 certificate for cover**

**7)** Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
**No.**

**8)** The total funds held by the Owners Corporation as of 17/07/2024:

| Administrative Fund | Maintenance Fund | Total |
|---|---|---|
| $92,869.81 | $476,398.02 | $569,267.83 |

**9)** The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

**10)** Details of all current contracts, leases, licences or agreements affecting the common property:
**Agreements:**
30/11/2015 Technogym Australia Pty ltd
01/11/2020 Bluestone OCM Pty Ltd, Owners Corporation Management

**11)** The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

**12)** The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied except:
**The Owners Corporation received a Building Notice from the Local Council (City of Port Philip) dated 23/08/2020. Refer to Item 17.**

**13)** The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings.

**14)** The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd**
**Registration No: 000776**
**ABN 56 165 080 820**
**Level 3, 312 St Kilda Road**
**MELBOURNE VIC 3004**

**15)** Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
**No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.**

**16)** The following documents are attached to the Owners Corporation certificate:
**The minutes of the most recent annual general meeting of the Owners Corporation**
**A copy of the consolidated rules registered at Land Victoria**
**The Statement of Advice and Information for Prospective Purchasers and Lot Owners**

**17)** Additional Information
**The Owners Corporation received a Building Notice from the City of Port Phillip, dated 18/08/2020. The Building Notice remains current, and extensions have been granted by the City of Port Phillip with the latest being attached.**
**Cladding Safety Victoria (CSV) investigated the building to determine eligibility and priority in their cladding rectification program with a possibility of funding (for high-risk cases). In June 2022, Cladding Safety Victoria (CSV) advised the Owners Corporation that their application for state-funded removal of the limited flammable cladding in the building had been rejected due to the low-risk type of cladding.**
**The Owners Corporation then appointed Red Fire Engineers, who conducted a Fire Risk Assessment and Audit Report. In their report, they have identified two sections of cladding referred to as the 'purple section' and 'black section' and have advised that they believe that the areas in the 'purple section' may be retained, whilst the 'black section' requires replacement.**
**The Owners Corporation submitted the Red Fire Engineers report and findings with the City Port Phillip Council and received agreement on the findings from the Municipal Building Surveyor, that by addressing the 'black cladding' and in order to retain the 'purple cladding' an additional fire safety measure is required to be installed, namely, the existing General Power Outlets (GPO's) to be replaced with Fire Rated GPO's that fall on the internal side of the purple ACP panelling, then the Building Notice will be cancelled.**
**The Owners Corporation obtained a few quotations for the removal of the 'black cladding' and has chosen a Project Manager who will be most suited to oversee these works. The Owners Corporation is waiting on an official response from the Builder (Watpac) if they will take the opportunity to rectify the cladding as per their legal right to be first contact with the first opportunity to rectify before anyone else touches the issue.**

This Owners Corporation Certificate was prepared by:

**Shane Kennedy**
**Owners Corporation Manager**
**Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

**Signature:** 

**Date:** 17/07/2024

St Kilda Town Hall, 99a Carlisle Street, St Kilda, Victoria 3182
ASSIST Customer Service 03 9209 6777
proudly portphillip.vic.gov.au

04 July 2024

PS718154U Bluestone Ocm Pty Ltd
Level 3 312 St Kilda Road
MELBOURNE VIC 3004

via email only: stephen.rydon@bluestoneocm.com.au

| | |
|---|---|
| **Subject:** | **Extension of Time Granted – Building Notice** |
| **Property Address:** | **3-5 ST KILDA ROAD ST KILDA VIC 3182** |
| **Council Reference No:** | **NOT/94/2020** |

I refer to your request as the owner's corporation manager seeking an extension of the time for the above property.

Your request has been granted and your response to the Building Notice is now due by 20 October 2024.

Should you have any enquiries, please contact the Building Department on 03 9209 6253.

Yours sincerely,

Peter Sheridan
Deputy Municipal Building Surveyor
City of Port Phillip

**RESIDENTIAL TENANCIES ACT 1997**
**RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)**
**RESIDENTIAL RENTAL AGREEMENT**
Ver.9.2.CAV.OA/0623

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

## Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

**1. Date of agreement**
This is the date the agreement is signed. Aug 9, 2023
If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. Premises let by the rental provider**
Address of Premises **505/3 St Kilda Road, ST KILDA, VIC, 3182,**

**3. Rental provider details**
Name: **Yuni Lai**

**Rental provider's agent's details** *(if applicable)*
Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
Business Address: **19 Station St, Oakleigh, VIC 3166**
Telephone: **(03) 9017 5881**
Email: **info.oakleigh@xynergy.com.au**
ABN: **37 615 705 621**

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

**4. Renter details**
Each renter that is a party to the agreement must provide their details here.

| | |
|---|---|
| Full Name of Renter 1 | **Joseph Cheng** |
| Current Address | **505/3 St Kilda Road, ST KILDA, VIC 3182** |
| Email of Renter 1 | **honghongcheng3@gmail.com** |
| Phone number of Renter 1 | **0413334221** |
| | |
| Full Name of Renter 2 | **Joey Tsz Wing Cheung** |
| Current Address | **505/3 St Kilda Road, ST KILDA, VIC 3182** |
| Email of Renter 2 | **joeycheungtw@gmail.com** |
| Phone number of Renter 2 | **0451229825** |

**Note:** If there are more than four renters, include details on an extra page.

**5. Length of the agreement**

Fixed Period Agreement ☑ - The period of the Agreement (The period 12 months Agreement)

Start date: **26/08/2023** (this is the date the agreement starts and you may move in)

End date: **25/08/2024**

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

**6. Rent**

Rent amount ($) **$2,086.00** (payable in advance)

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid on the **25th** of each month.

Date first rent payment due **25/08/2023**

**7. Bond**

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than $900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **$2,490.00**

Date bond payment due: **Paid**

## Part B – Standard terms

**8. Rental provider's preferred method of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order

☑ BPAY ☐ other electronic form of payment, including Centrepay

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000.***
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

**9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☑ Yes – insert email address, mobile phone number or other electronic contact details

**rental.oakleigh@xynergy.com.au**

☐ No

**9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?**

(Renter to tick as appropriate)

Renter 1 ☑ Yes – insert email address, mobile phone number or other electronic contact details

**honghongcheng3@gmail.com**

☐ No

Renter 2 ☑ Yes – insert email address, mobile phone number or other electronic contact details

**joeycheungtw@gmail.com**

☐ No

**Note:** If there are more than four renters, include details on an extra page.

**10. Urgent Repairs**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

| | |
|---|---|
| Emergency contact name | **Sharon Angeline** |
| Emergency phone number | **03 9017 5881** |
| Emergency email address | **rental.oakleigh@xynergy.com.au** |

**Note:** Full Emergency Contact List listed on the Appendix.

**11. Professional Cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. Owners corporation (formerly body corporate)**

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

☐ No ☑ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

☑ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

## Part C – Safety-related activities

**14. Electrical safety activities**

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises 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.

**15. Gas safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

**16. Smoke alarm safety activities**

(a) The rental provider must ensure that:

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

(i) Information on how each smoke alarm in the rented premises operates; and

(ii) Information on how to test each smoke alarm in the rented premises; and

(iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
**Note**: Regulations made under the ***Building Act 1993*** require smoke alarms to be installed in all residential buildings.

**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the ***Building Act 1993*** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

(a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
**Note:** Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.
This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

(a) If the rented premises is in a designated bushfire-prone area under section 192A of the ***Building Act 1993*** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

(b) The water tank must be full and clean at the commencement of the agreement.

## Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit www.consumer.vic.gov.au/renting.

**20. Use of the premises**

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

**21. Condition of the premises**

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

**22. Modifications**

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

**23. Locks**

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order; or
  - family violence safety notice; or
  - recognised non-local DVO; or
  - personal safety intervention order.

**24. Repairs**

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

*Urgent repairs*

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2,500.
The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than $2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

*Non-urgent repairs*

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

**25. Assignment or sub-letting**

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

**26. Rent**

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

**27. Access and entry**

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

**28. Pets**

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

## Part E – Additional Terms

**29. Further details (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit unfair contract terms at the Consumer Affairs Victoria website.

**Part E.1. Commencement Stage**

**29.1. No Representations**

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

**29.2. Consent of the Premises Let use**

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

(a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.

(b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

**29.3. Government Compliance Requirements**

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

**29.4. Owners Corporation Compliance Rules**

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

(a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.

(b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)

(c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

**29.5. Availability of the Premises Let**

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

**29.6. Condition Report**

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

(a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

(b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

**29.7. Residential Disclosure Statement**

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

**29.8. Occupancy of the Premises Let**

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

**29.9. Payment of Water Usage and Sewage Disposal**

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

**29.10. Payment of Services**

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

(a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
(b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

**29.11. Furnishings**

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**29.12. Care for Furnishings**

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

**29.13. Withdrawal**

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

(a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
(b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
(c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

**Part E.2. Tenancy Stage**

**29.14. Quiet Enjoyment**

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

**29.15. Cleanliness**

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

**29.16. Noise Control**

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

**29.17. Commercial Use**

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay or long stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

**29.18. Bond Use**

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

**29.19. Report Defects**

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

**29.20. Report Damage or Injury**

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

**29.21. Shared Services**

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

**29.22. Rubbish**

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

**29.23. Hanging Clothes**

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

**29.24. Balcony**

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

**29.25. Indoor Plants**

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

**29.26. Maintain Garden**

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. (*If applicable to the premises let*.)

**29.27. Maintain Water Feature**

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

**29.28. Maintain Water System**

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

**29.29. Pools and Water Features**

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

**29.30. Notify Blockages**

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

(a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.

(b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

**29.31. Maintain Filters**

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

**29.32. Protection Against Damage**

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

**29.33. Floor Protection**

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

**29.34. Smoke Free Zone**

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

(a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.

(b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

**29.35. Heaters Products**

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

**29.36. Fireplace Use**

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

**29.37. Smoke Alarm Detectors**

The RENTER must:

(a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and

(b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

**29.38. Vehicle Parking**

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

**29.39. Parking Permit**

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

**29.40. Registered Vehicle**

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

**29.41. Mechanical Work**

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

**29.42. Replace Light Features**

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**29.43. Registered Pets**

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

(a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.

(b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

**29.44. Pets Responsibility**

The RENTER acknowledges that

(a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.

(b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

**29.45. Pet Request**

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

**29.46. Pests Control**

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

(a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

(b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

**29.47. Changing Locks**

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

(a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.

(b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.

(c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

**29.48. Lost Keys**

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

**29.49. Extra Keys**

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

**29.50. Breakage Incident**

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

**29.51. Premises Let Alterations**

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

(a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.

(b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.

(c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.

(d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

**29.52. Premises Let Maintenance**

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

(a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;

(b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and

(c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

**29.53. Urgent Repairs**

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of $2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

*Please refer to the booklet "Renting a Home – A guide for Renter'" as provided for classification of urgent repairs.*

**29.54. Writing Maintenance Request**

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

**29.55. Cost of Repairs of the Premises Let**

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

**Part E.3. Expiration Stage**

**29.56. Notice of Expiration**

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

**29.57. Notice of Possession**

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**29.58. No Promise of Renewal**

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

**29.59. Notice of Intention to Vacate**

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

**29.60. Periodic Tenancy**

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

**29.61. Break Lease**

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

(a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;

(b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:

- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and

(d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

**29.62. Public Notice and Access**

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

(a) to put on the premises let a notice *'to let'* during the last month of the term of this Agreement.

(b) to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement.

(c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

**29.63. Removal of Personal Belonging**

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

**29.64. Modifications Restoration**

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

**29.65. Window Cleaning**

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

**29.66. Carpet Cleaning**

If required in order to return the premises let to the state evidenced in the condition report *(where carpets are steamed cleaned prior to commencement)*, the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

**29.67. Cost of Rectification**

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

**29.68. Cost of Replacements**

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

**29.69. Cost of Pet Damage**

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

**29.70. Cost of Cleaning**

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

**29.71. Return Keys**

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

**Part E.4. General Provision**

**29.72. Residential Tenancy Database**

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (I).

**29.73. Occupant of the Premises Let**

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

**29.74. Contents Insurance**

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

**29.75. No Invalidating Insurance**

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

**29.76. Loss or Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

**29.77. Injury and Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

**29.78. Rent Payment**

The RENTER agrees:

(a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
(b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
(c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
(d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
(e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

**29.79. Rent Increase**

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

(a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.

(b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

**29.80. Cost of Repairs of the Furniture, Fittings, and Chattels**

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

**29.81. Electronic Notices**

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

(a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.

(b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.

(c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**29.82. Change of Electronic Address**

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

**29.83. Withdrawal of Consent**

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

**29.84. Notice of Entry**

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

(a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;

(b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;

(c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

(d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
(e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
(f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provider further that at least seven days' written notice has been given to the RENTER.

**29.85. Change of Renter**

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

**29.86. Obligation of Renter of Transfer**

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause 29.88.

**29.87. Process of Transfer**

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

(a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
(b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of $275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
(c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of $15 plus GST on each new applicant.
(d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.
*The transfer will take in place until the new Agreement is binding and unconditional.*

**29.88. Assignment and Sub-Letting**

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

(a) to reimburse the RENTAL PROVIDER'S expenses including:
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and

(c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

**29.89. Administration Fee of Extra Keys**

The RENTER agrees to pay the administration fee *(non-reimbursable)* as in clause 29.90 for the extra keys and to return all keys as given at the end of the tenancy.

**29.90. Standard Administration Fee**

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause 29.87.

**29.91. Failure to Comply**

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

**29.92. Enforcement of the Agreement**

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

**29.93. Severability**

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

**29.94. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

(a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
(b) The Schedule means the schedule to this Agreement,
(c) The Addendum means the additional terms to this Agreement,
(d) The Agreement means this document incorporating the Schedule, and
(e) All attachments on the Appendix or the digital link to this document.

**29.95. Amendment of the Agreement**

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

**30. Signatures**

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

| | | |
|---|---|---|
| RENTAL PROVIDER | Sharon Angeline (Aug 4, 2023 17:38 GMT+10) | |
| *Signature of AGENT on behalf of the RENTAL PROVIDER* | **Sharon Angeline**<br>*Name* | Aug 4, 2023<br>*Date* |
| RENTER(S) | | |
| Signature of RENTER 1 | **Joseph Cheng**<br>*Name* | Aug 9, 2023<br>*Date* |
| Signature of RENTER 2 | Joey Cheung (Aug 9, 2023 21:38 GMT+10)<br>**Joey Tsz Wing Cheung**<br>*Name* | Aug 9, 2023<br>*Date* |

## Appendix

1. Privacy Collection Notice
2. Rental Disclosure Statement
3. Emergency Contact Details
4. Owners Corporation Rules and Move in Procedures (as the case may be)

*Prepared on: 4 August 2023*

# PT4123-LR

Final Audit Report 2023-08-09

| | |
|---|---|
| Created: | 2023-08-04 |
| By: | Xynergy Realty (rental.oakleigh@xynergy.com.au) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAaZQVECCUShG0LjcRZjLtQM5FsMQ8bWgE |

## "PT4123-LR" History

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2023-08-04 - 7:30:25 AM GMT- IP address: 117.54.109.8

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2023-08-04 - 7:36:19 AM GMT

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Signer joeycheungtw@gmail.com entered name at signing as Joey Cheung

2023-08-09 - 11:38:28 AM GMT- IP address: 124.182.67.81

Document e-signed by Joey Cheung (joeycheungtw@gmail.com)

Signature Date: 2023-08-09 - 11:38:30 AM GMT - Time Source: server- IP address: 124.182.67.81

Agreement completed.

2023-08-09 - 11:38:30 AM GMT

Adobe Acrobat Sign