Contract of Sale of Land

Property:

Unit 801, 338 KINGS Way, South Melbourne VIC 3205

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:042710

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 ...../…..……/2025

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 ...../…..……/2025

Print names(s) of person(s) signing: **HARSONO SENG**

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: HARSONO SENG

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: 042710

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	11440	Folio	758	801	PS 646650F

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 801, 338 KINGS Way, South Melbourne VIC 3205

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 ..... / ..... /20.....

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 801, 338 KINGS WAY, SOUTH MELBOURNE VIC 3205

Vendor's name HARSONO SENG Date / /

Vendor's signature

_____

Purchaser's name Date / /

Purchaser's signature

_____

Purchaser's name Date / /

Purchaser's signature

_____

1. FINANCIAL MATTERS

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

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

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11440 FOLIO 758

Security no : 124123447291Q
Produced 04/04/2025 02:09 PM

LAND DESCRIPTION

Lot 801 on Plan of Subdivision 646650F.
PARENT TITLE Volume 11308 Folio 821
Created by instrument PS646650F 20/08/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HARSONO SENG of J1. DARMAWANGSA NO. 2 PERUMAHON VILLA INDAH PEJEJARON, BOGOR JAWA BARAT 16151 ID
AK594146U 16/09/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK594147S 16/09/2013
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS646650F 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 801 338 KINGS WAY SOUTH MELBOURNE VIC 3205

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS646650F

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Signed by Council: Port Phillip City Council, Council Ref: P190/2012, S22/2012, Original Certification: 11/07/2013, S.O.C.: 11/07/2013

PLAN OF SUBDIVISION

LV use only
EDITION 1

Plan Number
PS 646650F

Location of Land

Parish: MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE

Township: ----

Section: 57

Crown Allotment: 1(PT) & 2(PT)

Crown Portion: ----

Title Reference: VOL 11308 FOL 821

Last Plan Reference: PC 372518U

Postal Address: 328 – 344 KINGS WAY,
(at time of subdivision) SOUTH MELBOURNE, 3205

MGA Co-ordinates (of approx. centre of land in plan) E 321 360 N 5 810 550 Zone: 55

Council Name: PORT PHILLIP CITY COUNCIL
Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 190/2012

Depth Limitation DOES NOT APPLY

THE VEHICLE STACKING MECHANISM IS PART OF COMMON PROPERTY No.1
THE VEHICLE STACKING MECHANISM ALWAYS RETURNS THE VEHICLES TO THE SAME POSITIONS AS THAT SHOWN ON THE PLAN.

– ≈≈≈≈ DENOTES STRUCTURE (NON BOUNDARY)
T – TERRACE/BALCONY
P – PROJECTION
P* – PROJECTION OF UPPER FACE OF FLOOR
CP No.1 – COMMON PROPERTY No.1

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE: ALL BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES

ALL SLABS, BEAMS, ROOF, CEILINGS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) **PM296 & PM 418**
In Proclaimed Survey Area No. --

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

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
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 7255003 08/07/13 VERSION E

DWG 725500ME

Sheet 1 of 35 sheets

Original sheet size A3

Plan Registered
DATE: 20/8/13
TIME: 3:39 PM
LW
Assistant Registrar of Titles

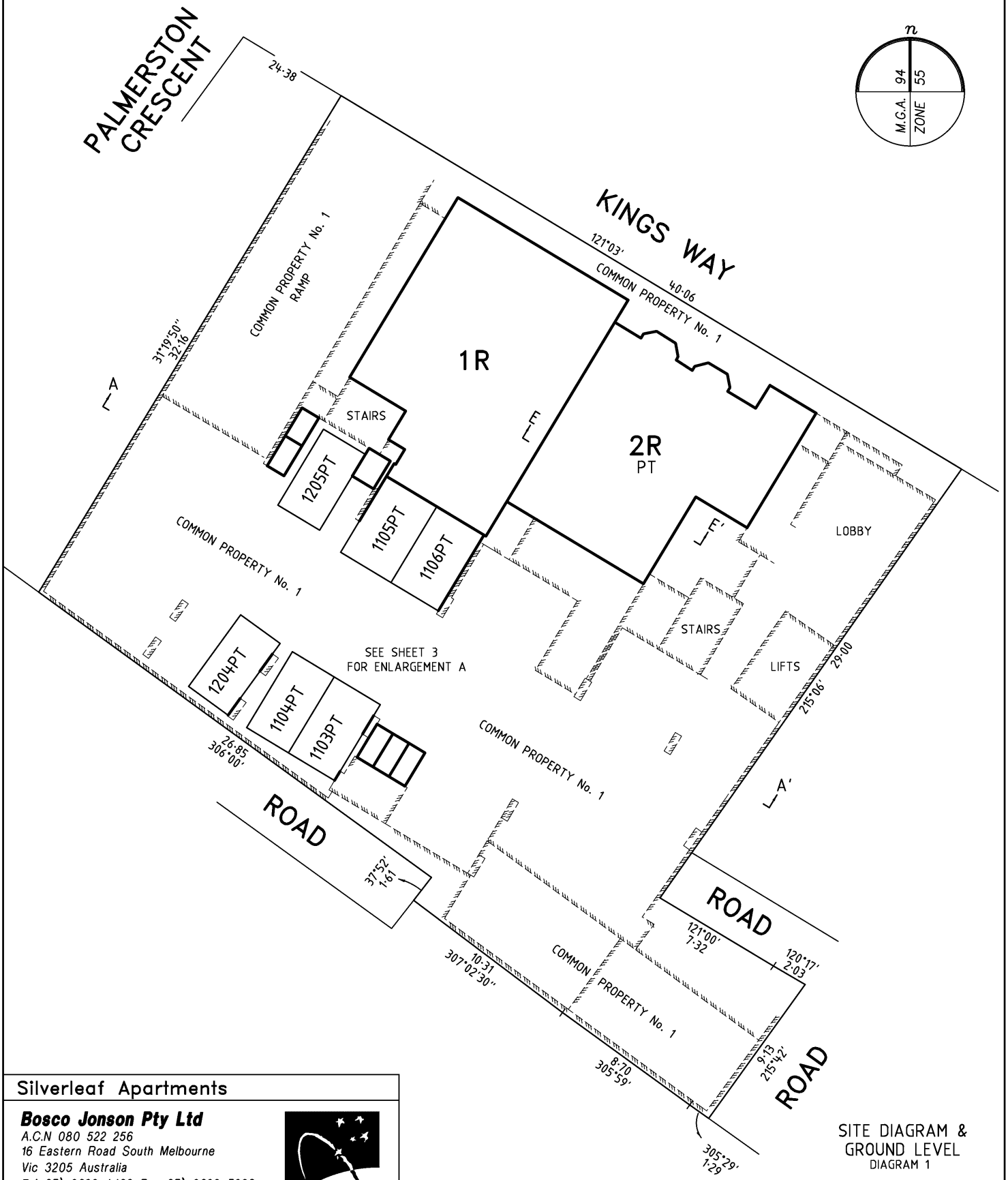
Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

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PLAN OF SUBDIVISION

Plan Number
PS 646650F



SITE DIAGRAM & GROUND LEVEL
DIAGRAM 1

Silverleaf Apartments

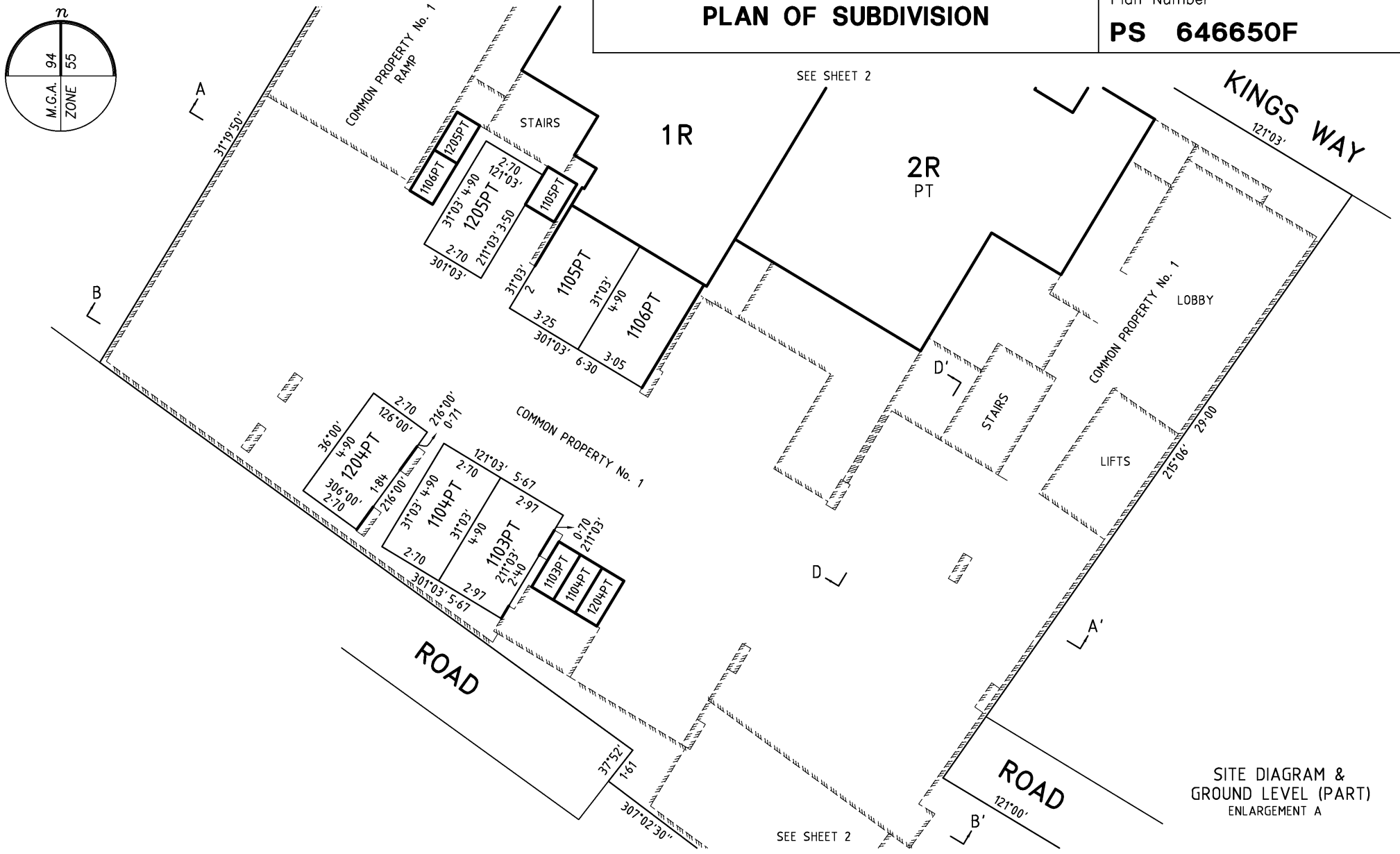
Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 2
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

PLAN OF SUBDIVISION

Plan Number
PS 646650F



SITE DIAGRAM &
GROUND LEVEL (PART)
ENLARGEMENT A

Silverleaf Apartments

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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 7255003
DWG 725500ME
08/07/13
VERSION E

Sheet 3

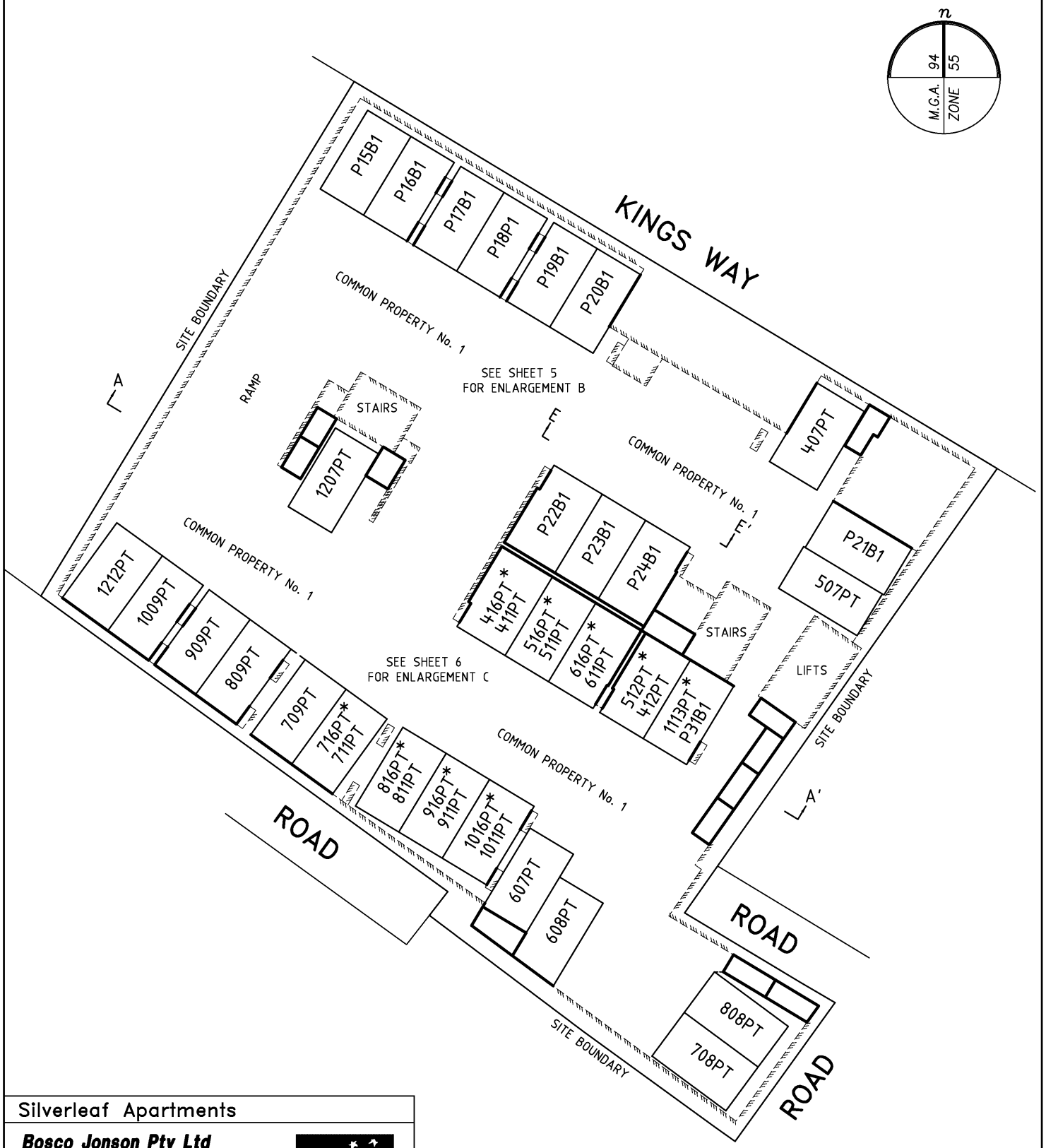
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PLAN OF SUBDIVISION

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BASEMENT LEVEL 1
DIAGRAM 2

ORIGINAL		SCALE		Sheet 4
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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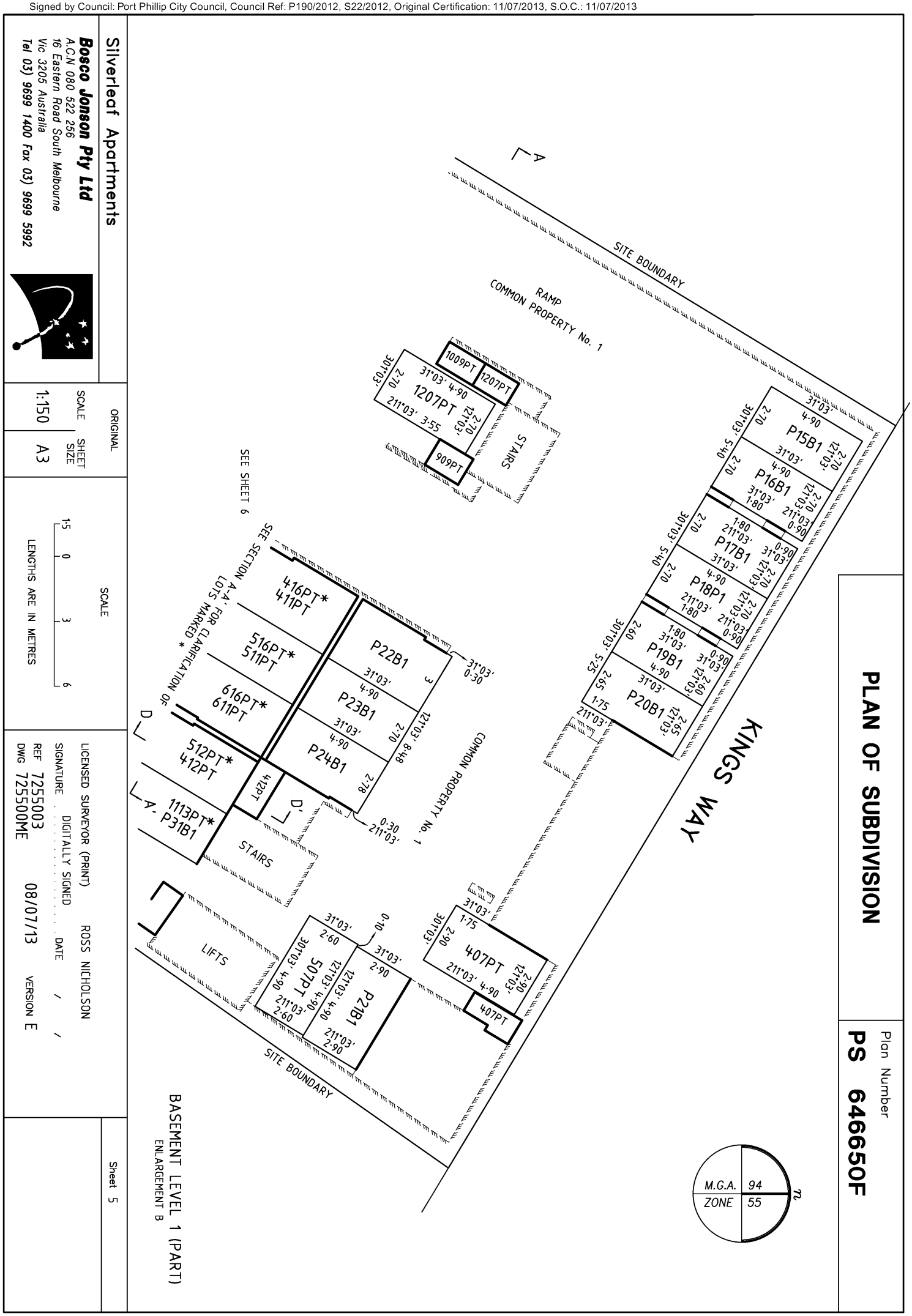
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PLAN OF SUBDIVISION

Plan Number **PS 646650F**



BASEMENT LEVEL 1 (PART)
ENLARGEMENT B

Silverleaf Apartments

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ORIGINAL

SHEET SIZE A3

SCALE 1:150

SCALE
1:5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7255003
DWG 7255000ME 08/07/13 VERSION E

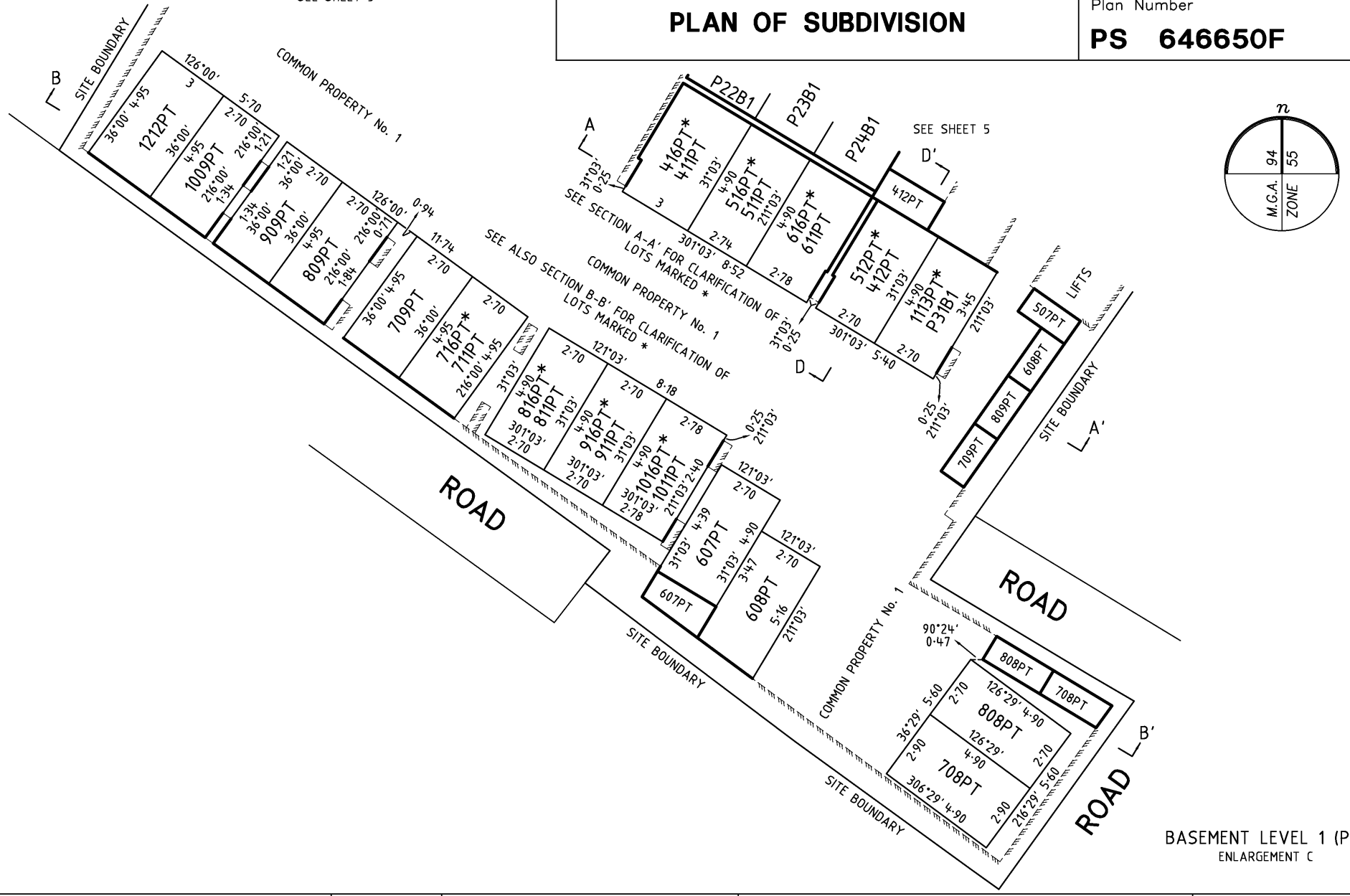
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PLAN OF SUBDIVISION

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BASEMENT LEVEL 1 (PART)
ENLARGEMENT C

Silverleaf Apartments **Bosco Jonson Pty Ltd** A.C.N 080 522 256 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	Sheet 6

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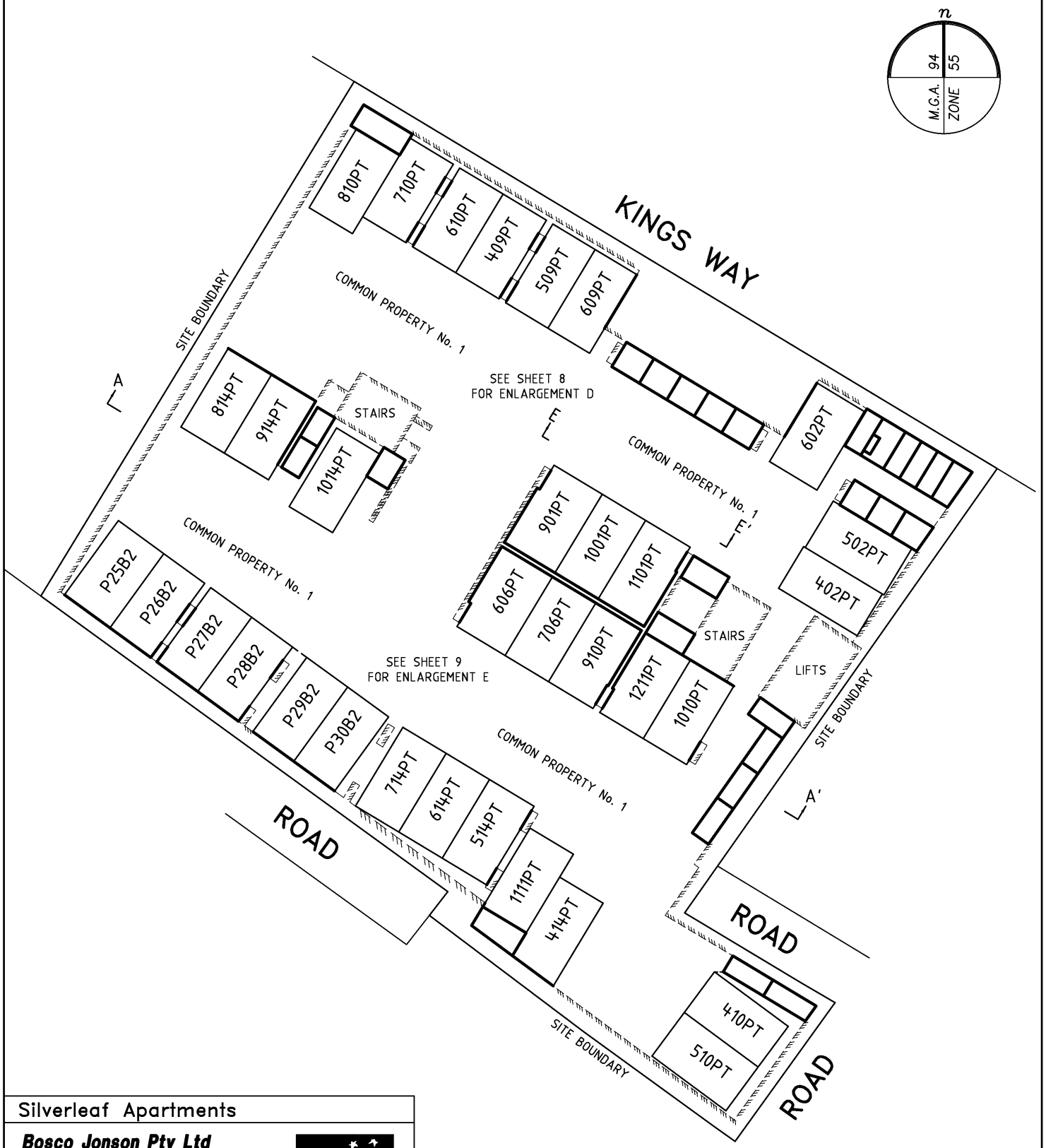
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BASEMENT LEVEL 2
DIAGRAM 3

ORIGINAL		SCALE		Sheet 7
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
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			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

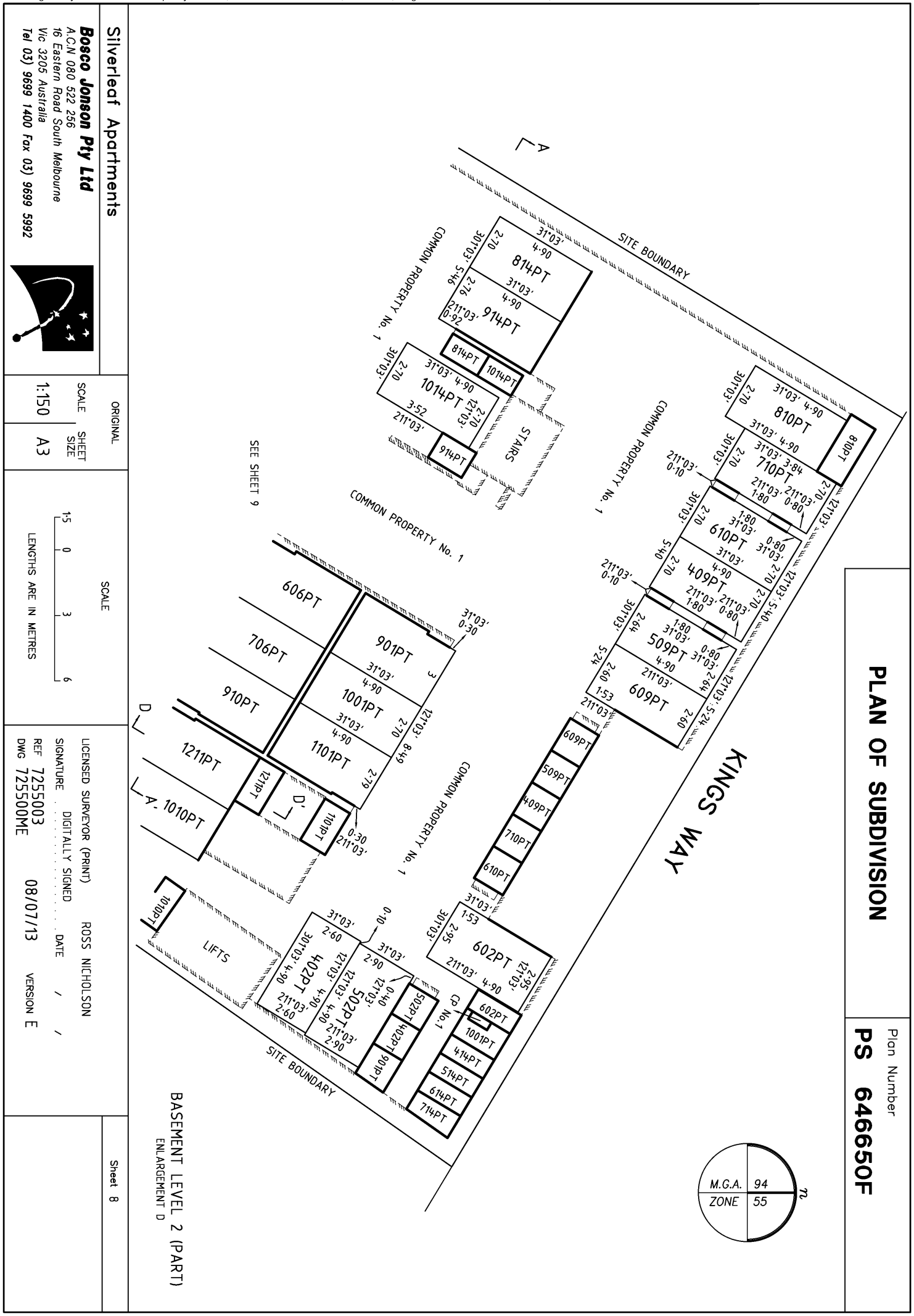
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PLAN OF SUBDIVISION

Plan Number **PS 646650F**



BASEMENT LEVEL 2 (PART)
ENLARGEMENT D

Silverleaf Apartments

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

ORIGINAL

SCALE 1:150 | SHEET SIZE A3

SCALE
1.5 0 3 6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7255003
DWG 7255OOME 08/07/13 VERSION E

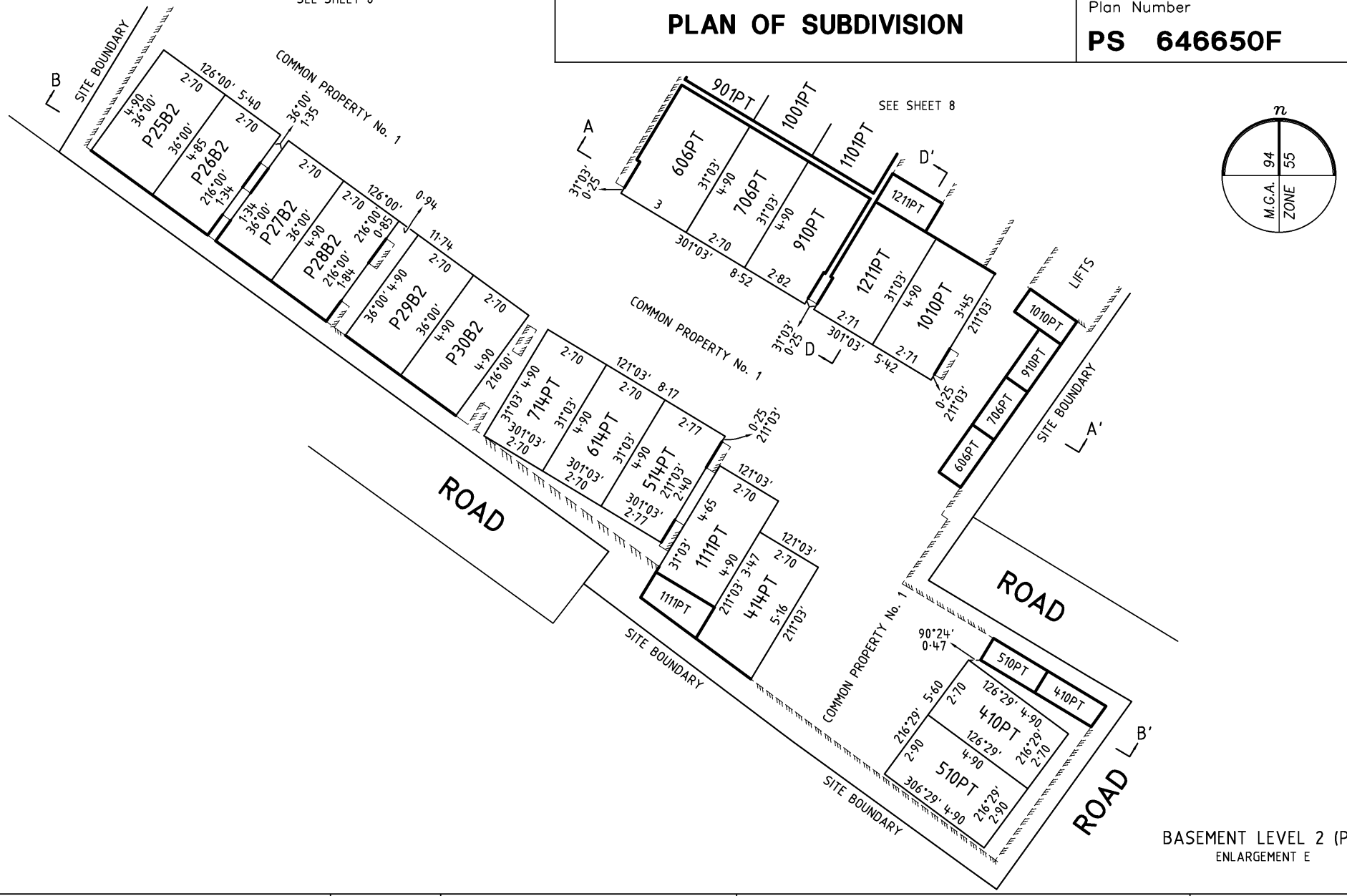
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Plan Number

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BASEMENT LEVEL 2 (PART)
ENLARGEMENT E

Silverleaf Apartments

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

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 7255003
DWG 725500ME
08/07/13
VERSION E

Sheet 9

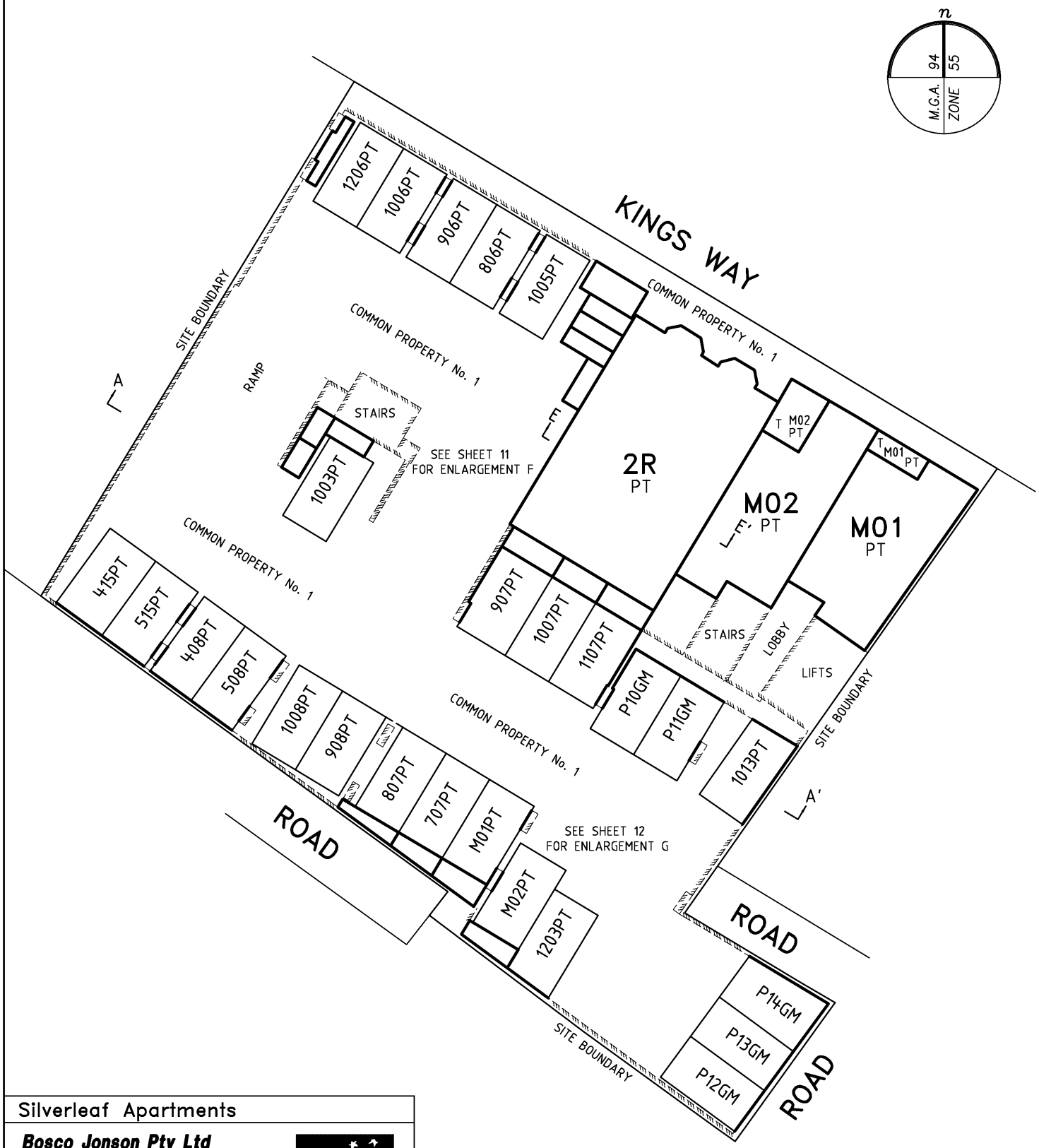
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GROUND MEZZANINE LEVEL
DIAGRAM 4

ORIGINAL		SCALE		Sheet 10
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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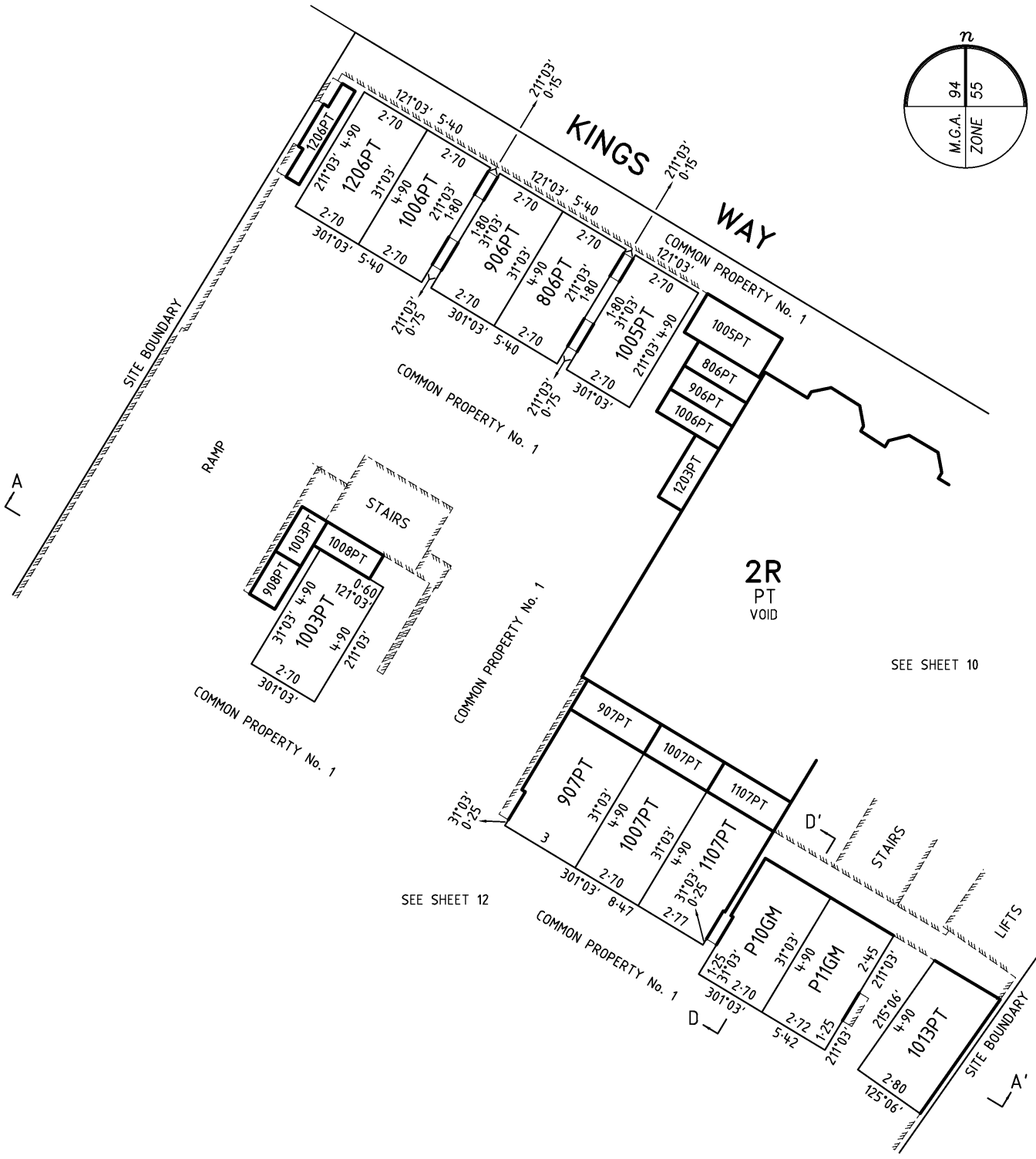
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Plan Number

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GROUND MEZZANINE LEVEL (PART)
ENLARGEMENT F

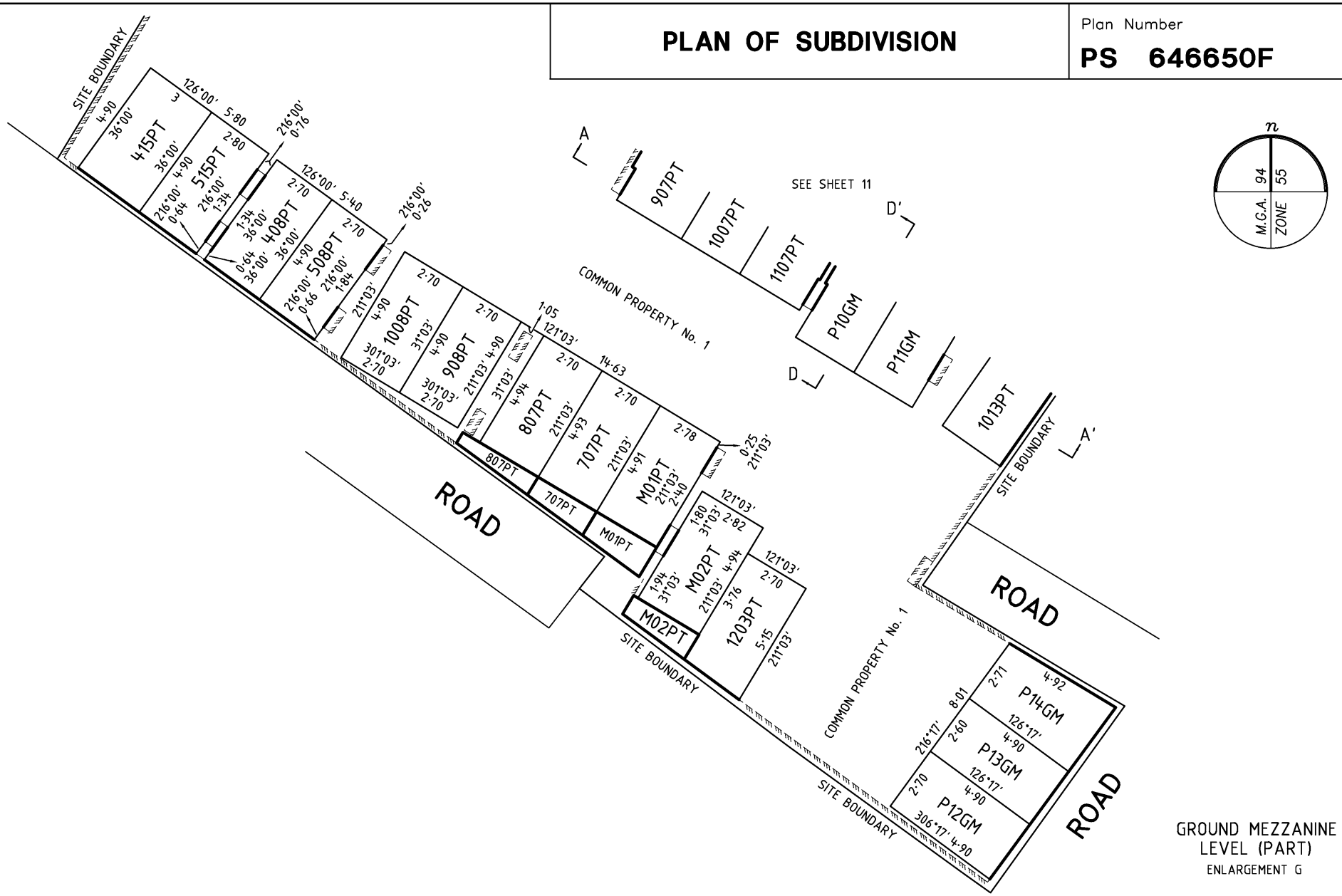
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1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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GROUND MEZZANINE LEVEL (PART)

ENLARGEMENT G

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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 7255003

DWG 725500ME

08/07/13 VERSION E

Sheet 12

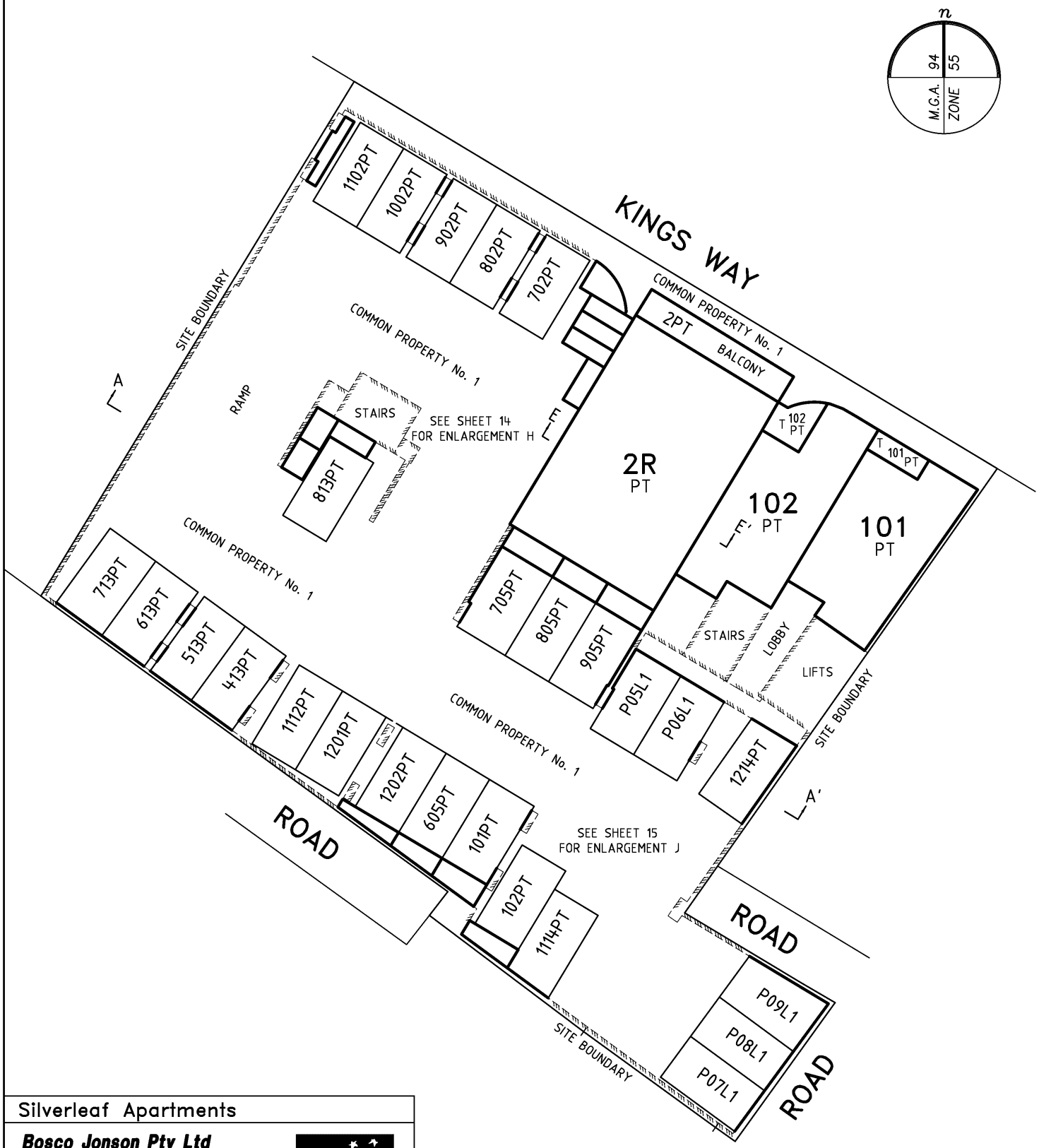
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Vic 3205 Australia
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LEVEL 1
DIAGRAM 5

ORIGINAL		SCALE		Sheet 13
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

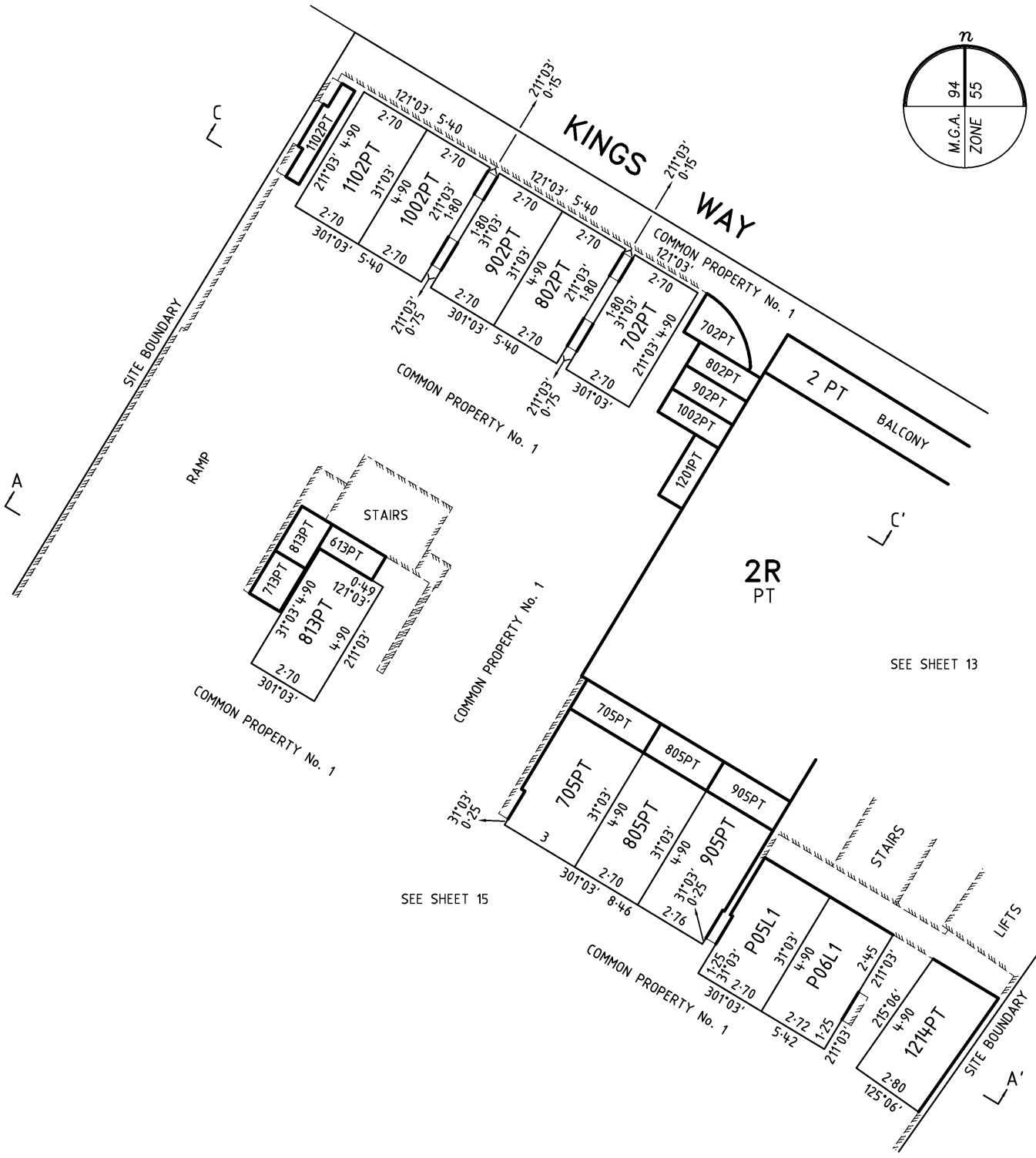
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PLAN OF SUBDIVISION

Plan Number
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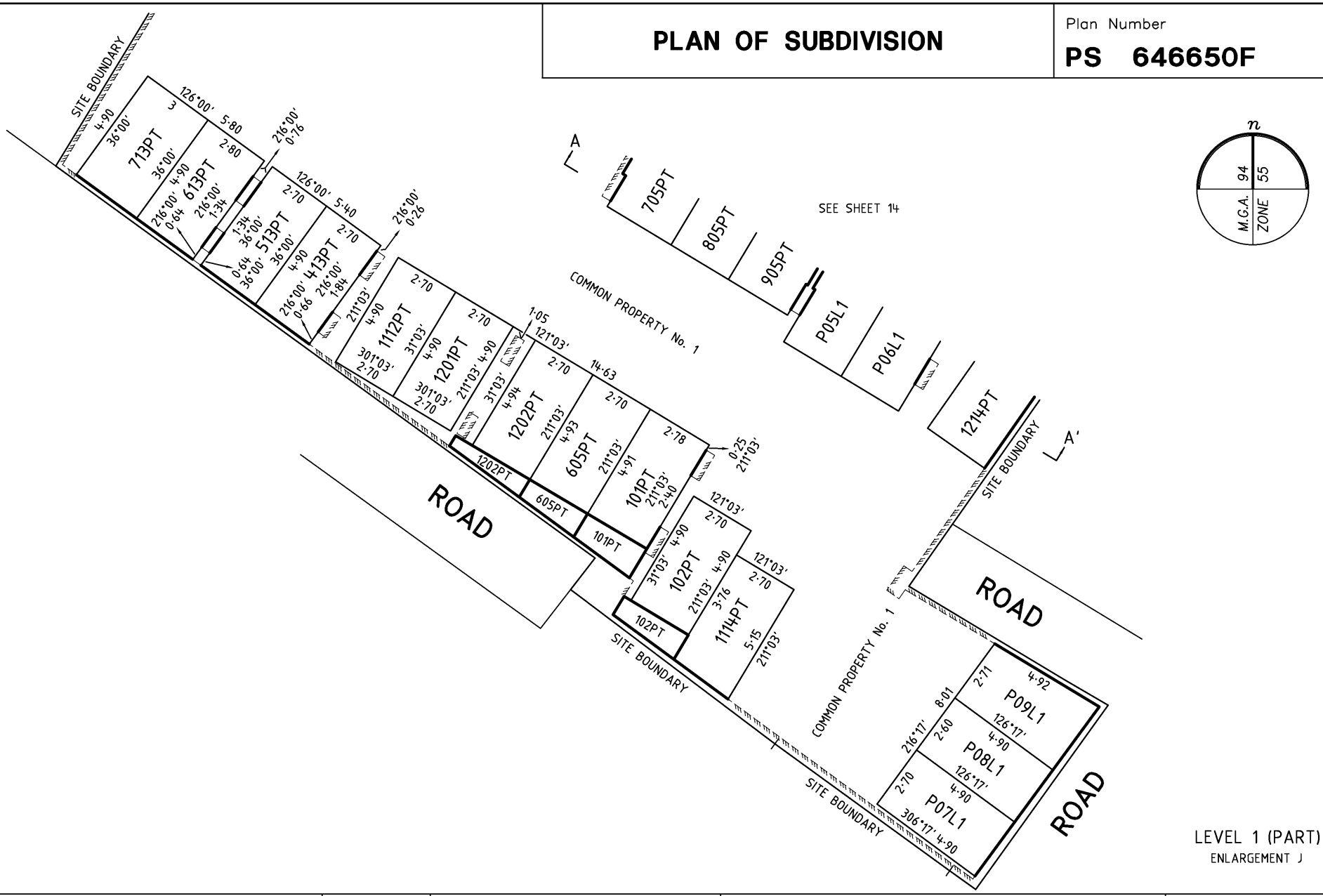
LEVEL 1 (PART)
ENLARGEMENT H

ORIGINAL		SCALE		Sheet 14
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1:150	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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LEVEL 1 (PART)
ENLARGEMENT J

Silverleaf Apartments **Bosco Jonson Pty Ltd** A.C.N 080 522 256 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	Sheet 15

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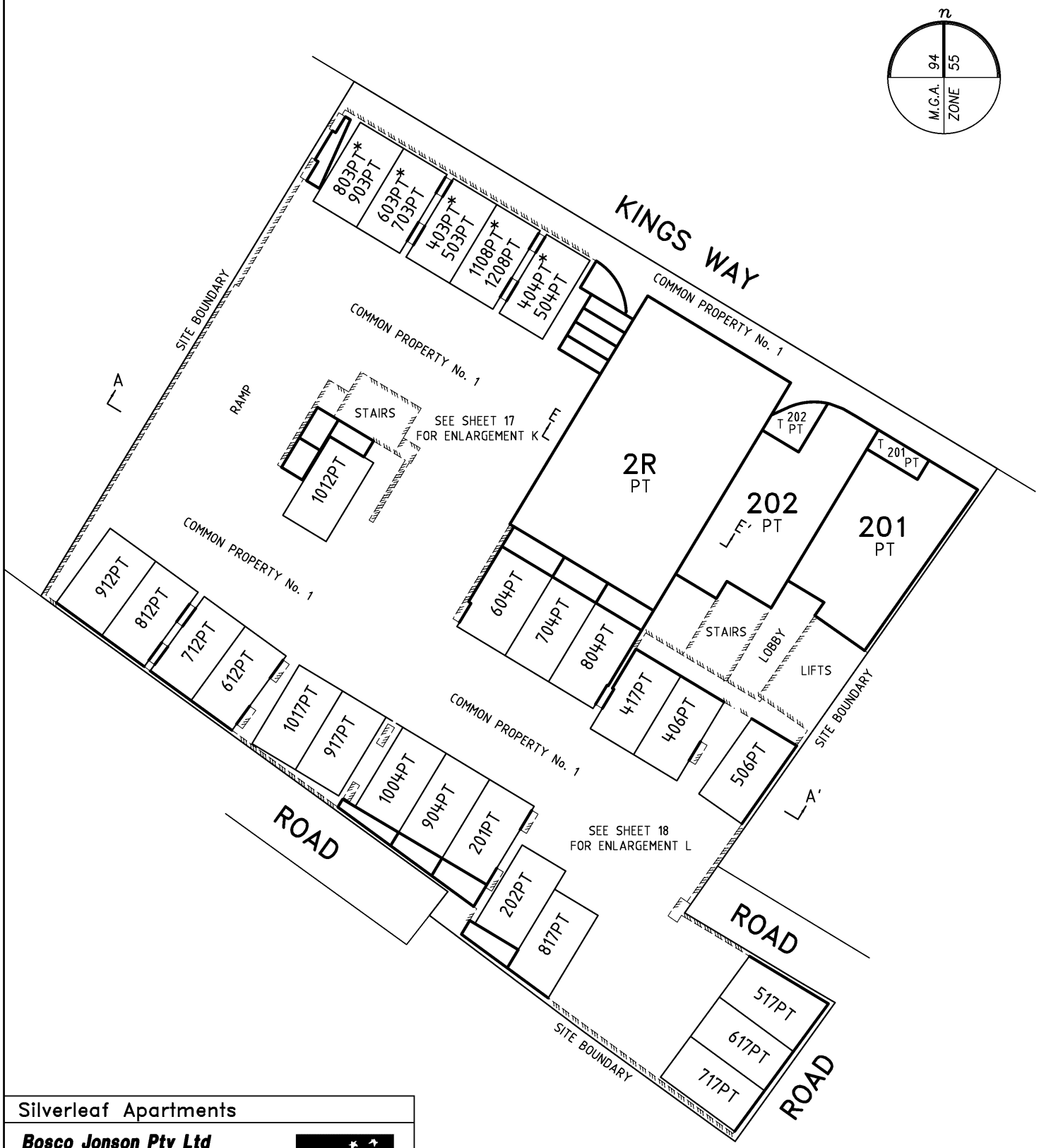
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

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16 Eastern Road South Melbourne
Vic 3205 Australia
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LEVEL 2
DIAGRAM 6

ORIGINAL		SCALE		Sheet 16
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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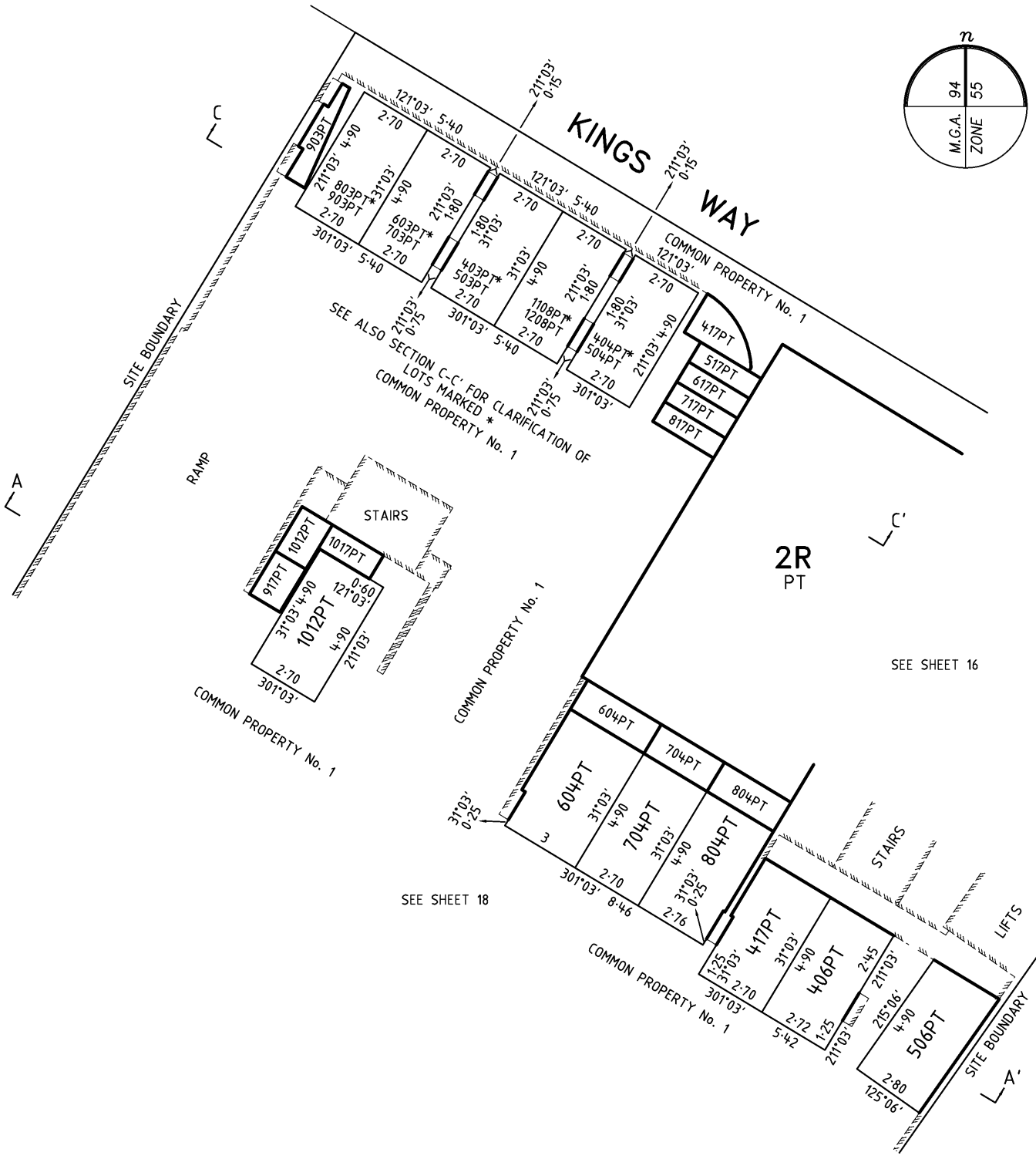
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LEVEL 2 (PART)
ENLARGEMENT K

ORIGINAL		SCALE		Sheet 17
SCALE 1:150	SHEET SIZE A3	1·5 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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Plan Number **PS 646650F**

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ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE 1:5 0 3 6 LENGTHS ARE IN METRES

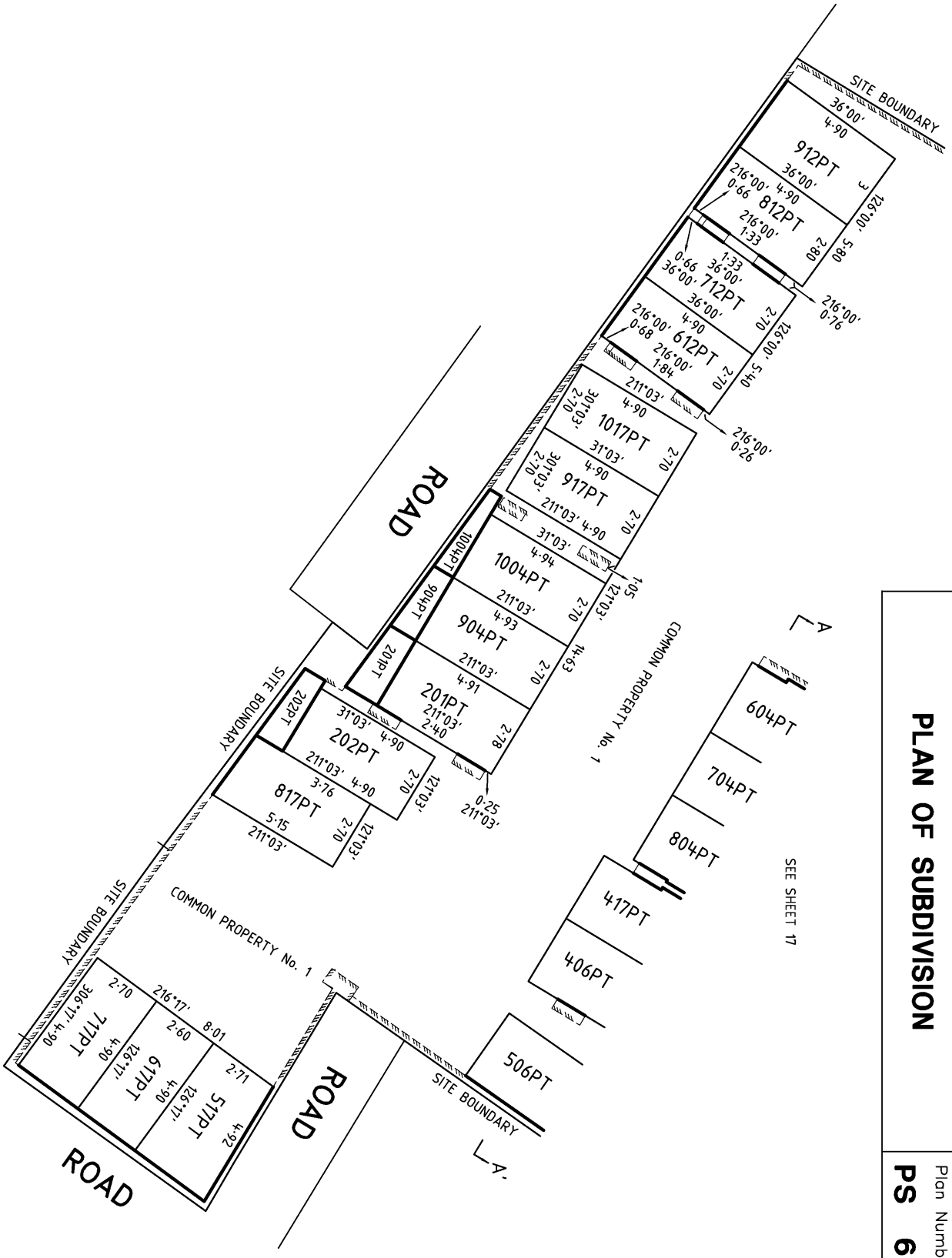
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SIGNATURE DIGITALLY SIGNED DATE / /

REF 7255003

DWG 7255OOME VERSION E 08/07/13

Sheet 18



LEVEL 2 (PART)
ENLARGEMENT L

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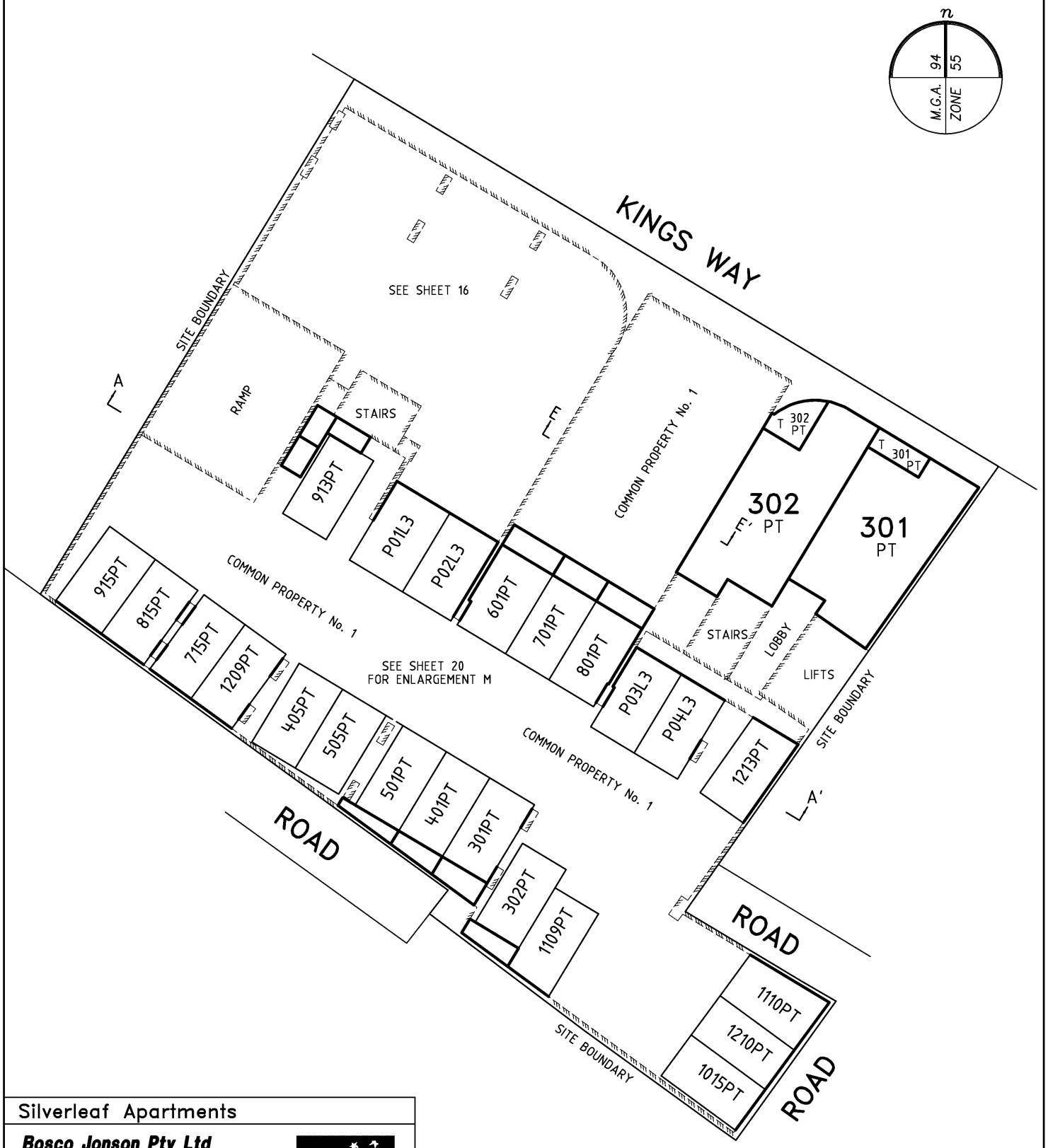
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Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 3
DIAGRAM 7

ORIGINAL		SCALE		Sheet 19
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

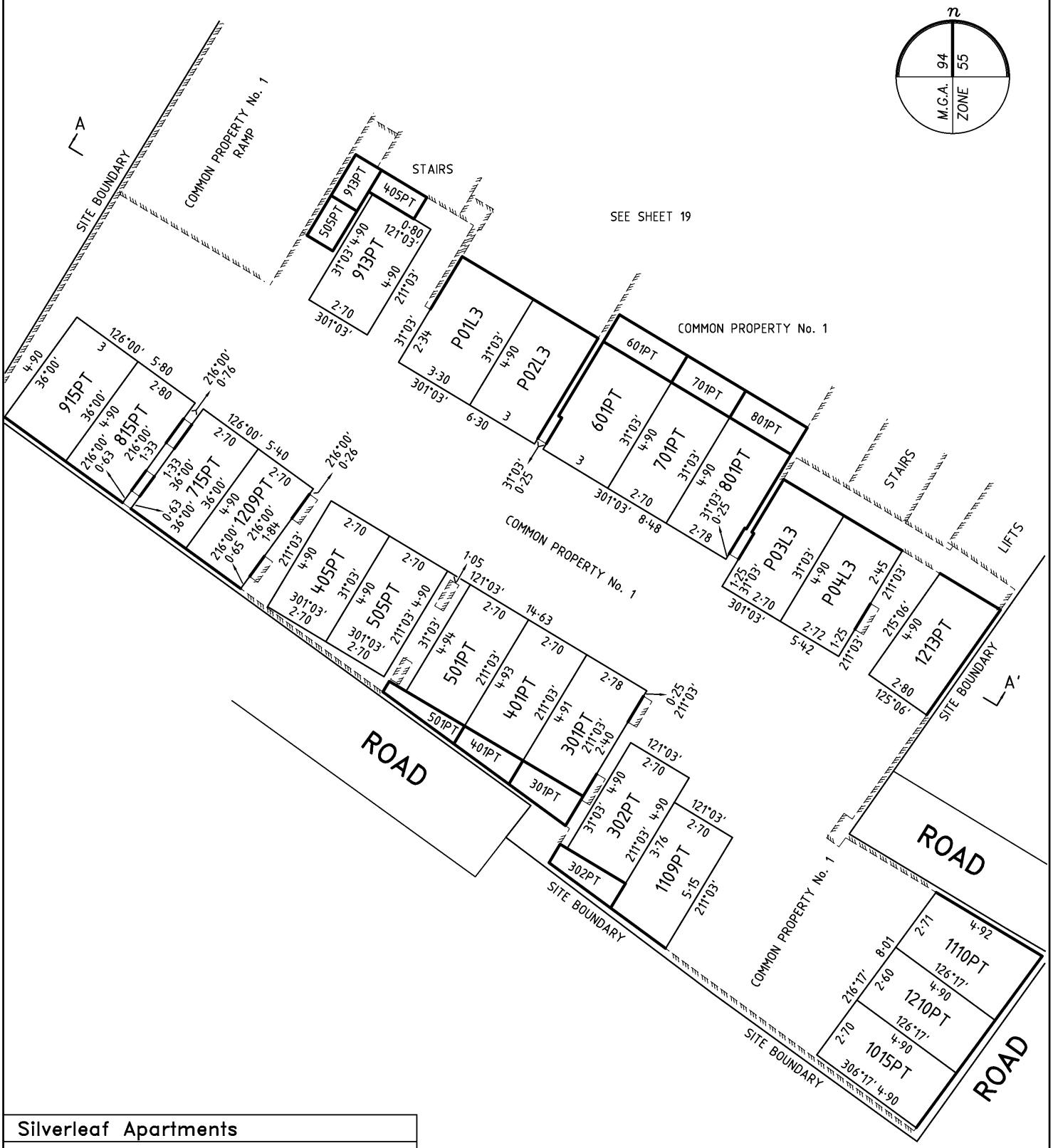
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PLAN OF SUBDIVISION

Plan Number
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Vic 3205 Australia
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LEVEL 3 (PART)
ENLARGEMENT M

ORIGINAL		SCALE		Sheet 20
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 7255003 DWG 725500ME 08/07/13 VERSION E	

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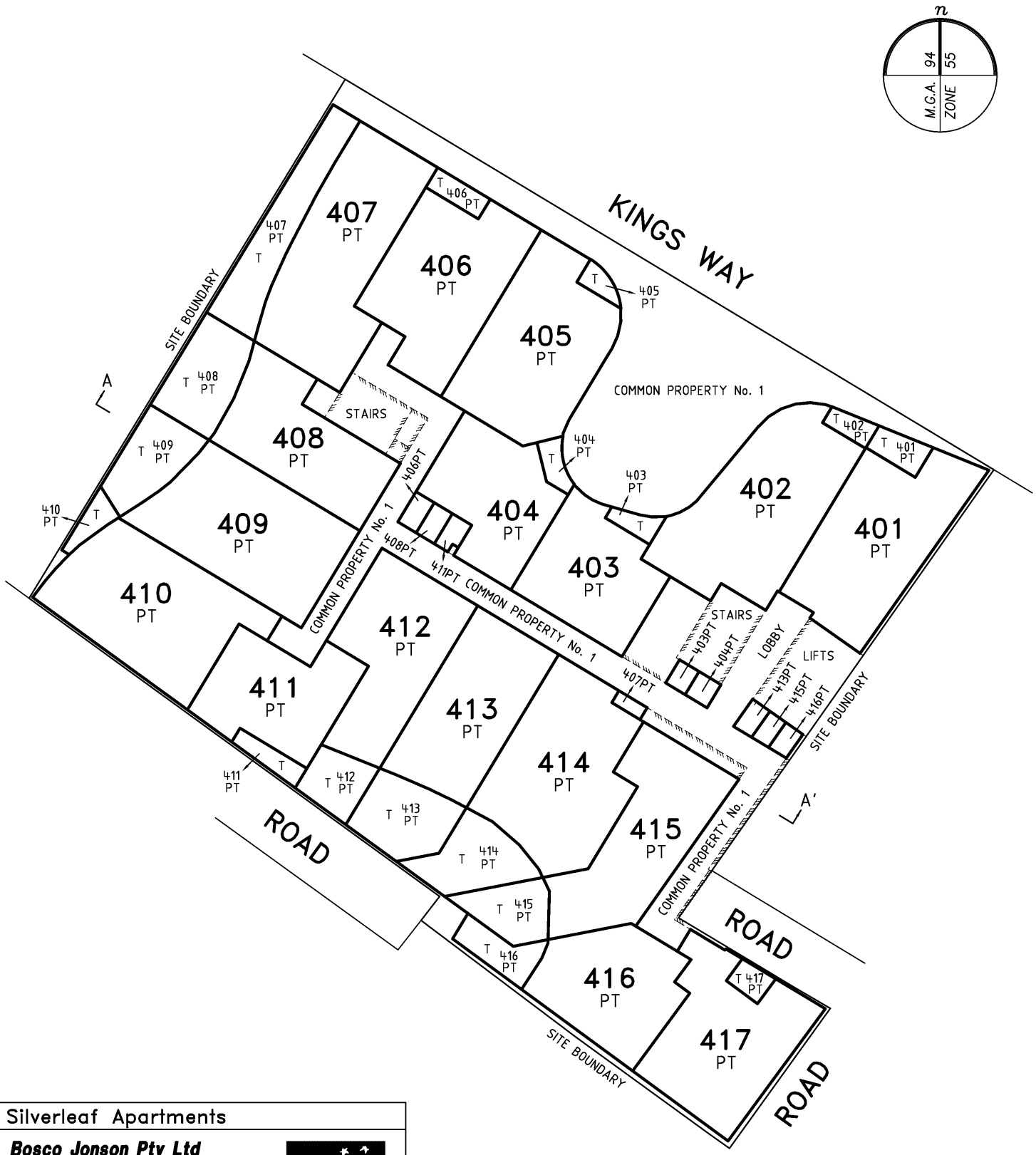
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Signed by Council: Port Phillip City Council, Council Ref: P190/2012, S22/2012, Original Certification: 11/07/2013, S.O.C.: 11/07/2013

PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 4
DIAGRAM 8

ORIGINAL		SCALE		Sheet 21
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

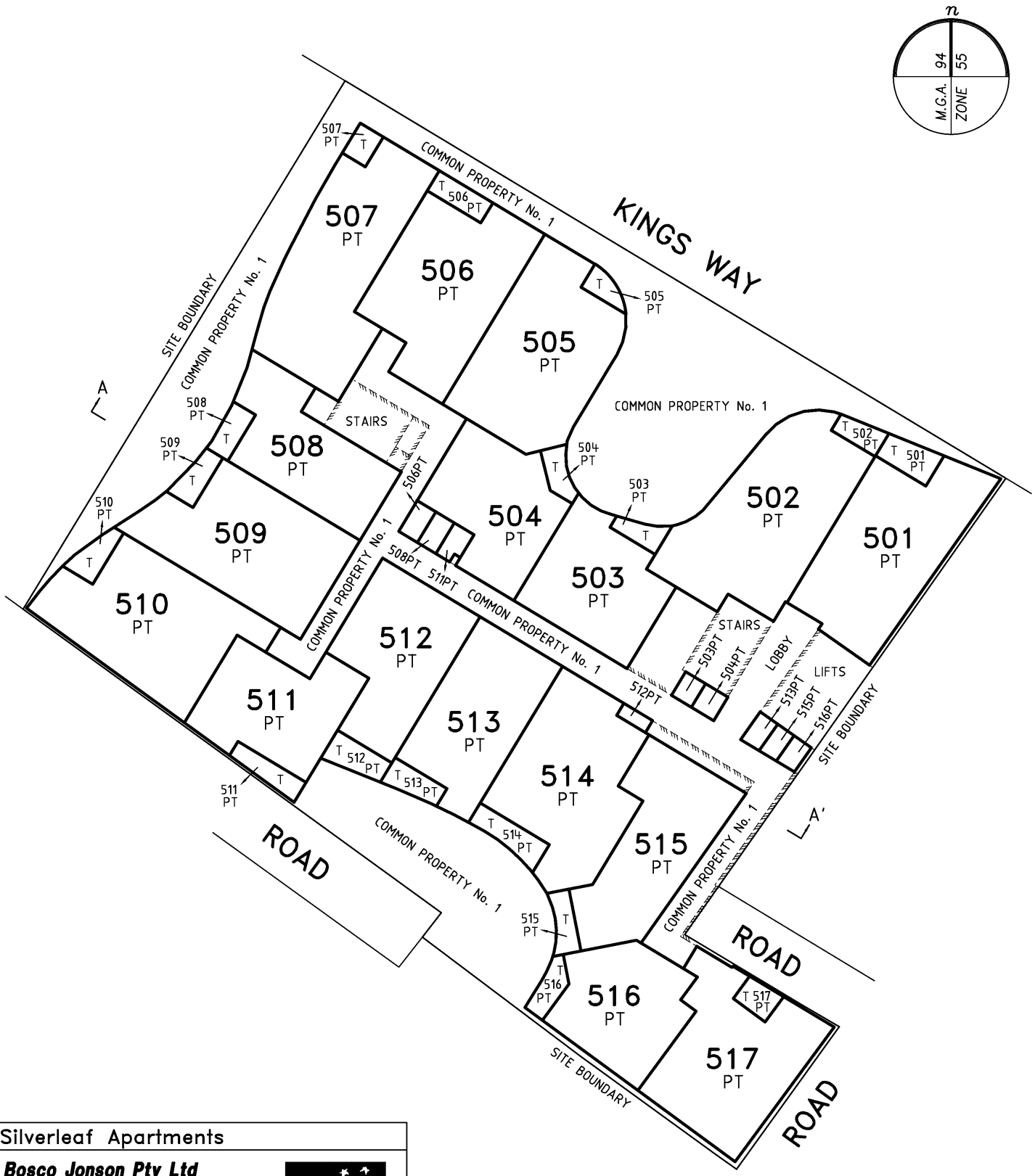
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 5
DIAGRAM 9

ORIGINAL		SCALE		Sheet 22
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

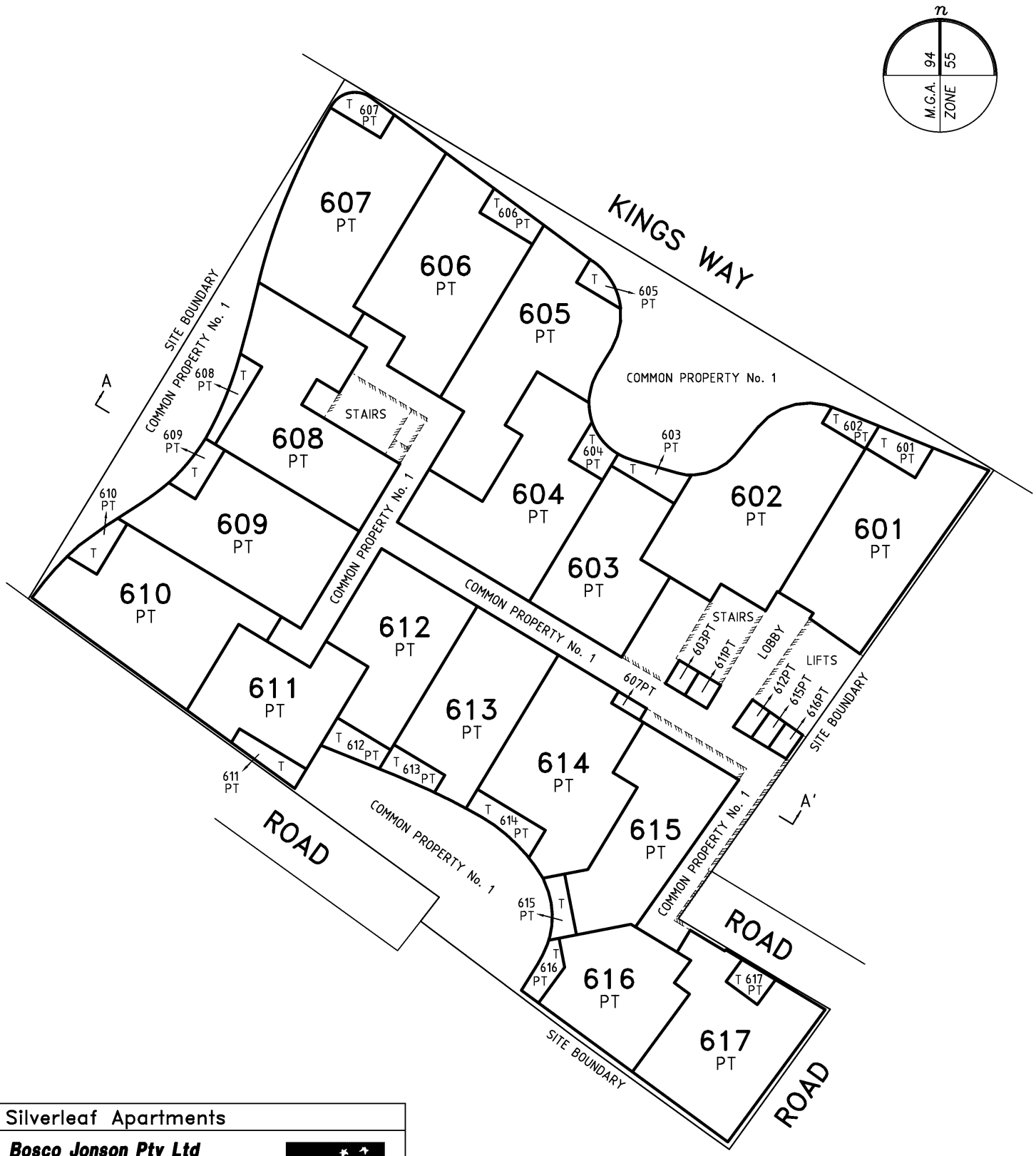
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 6
DIAGRAM 10

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7255003
DWG 725500ME

08/07/13 VERSION E

Sheet 23

Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

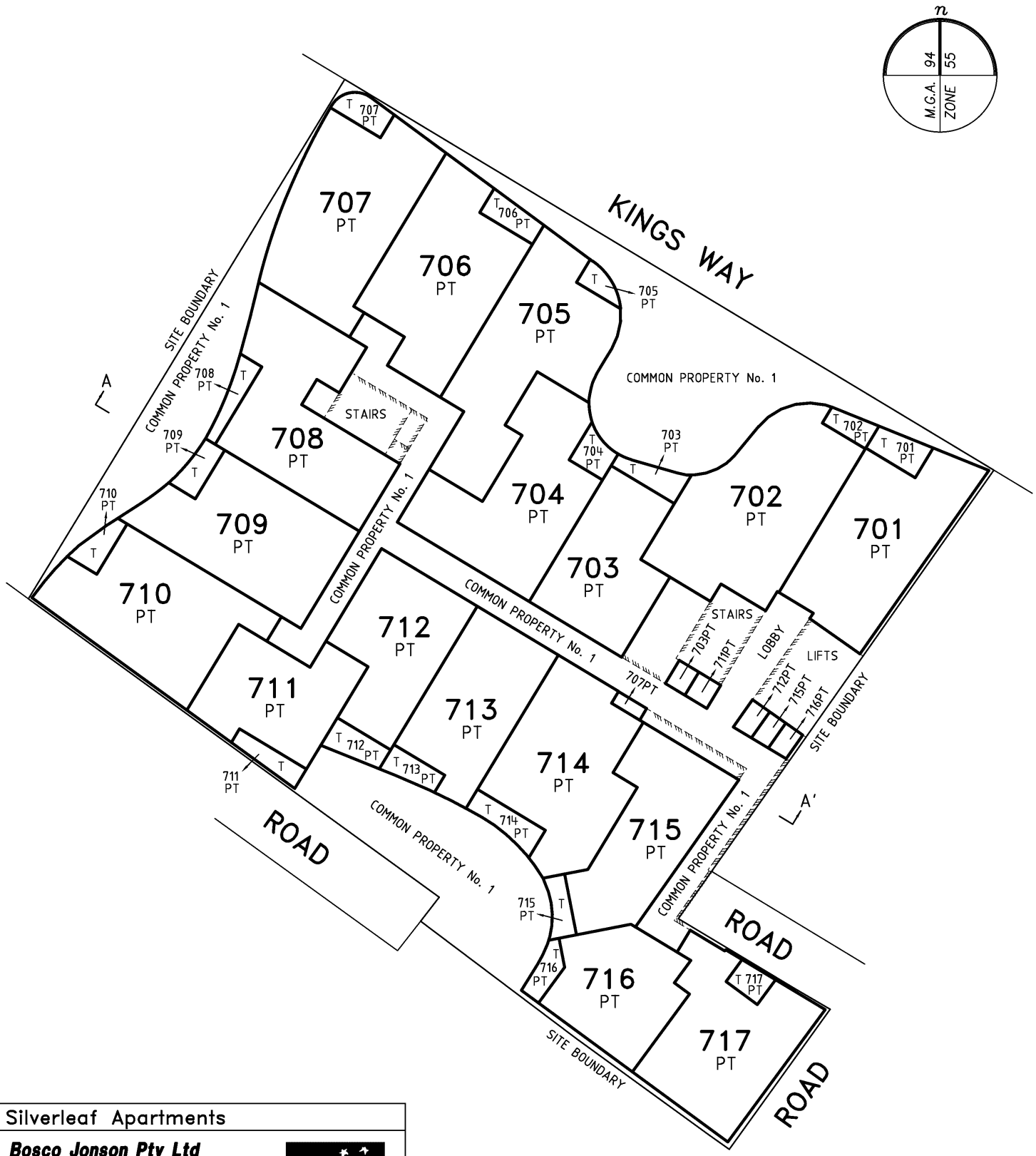
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 7
DIAGRAM 11

ORIGINAL		SCALE		Sheet 24
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

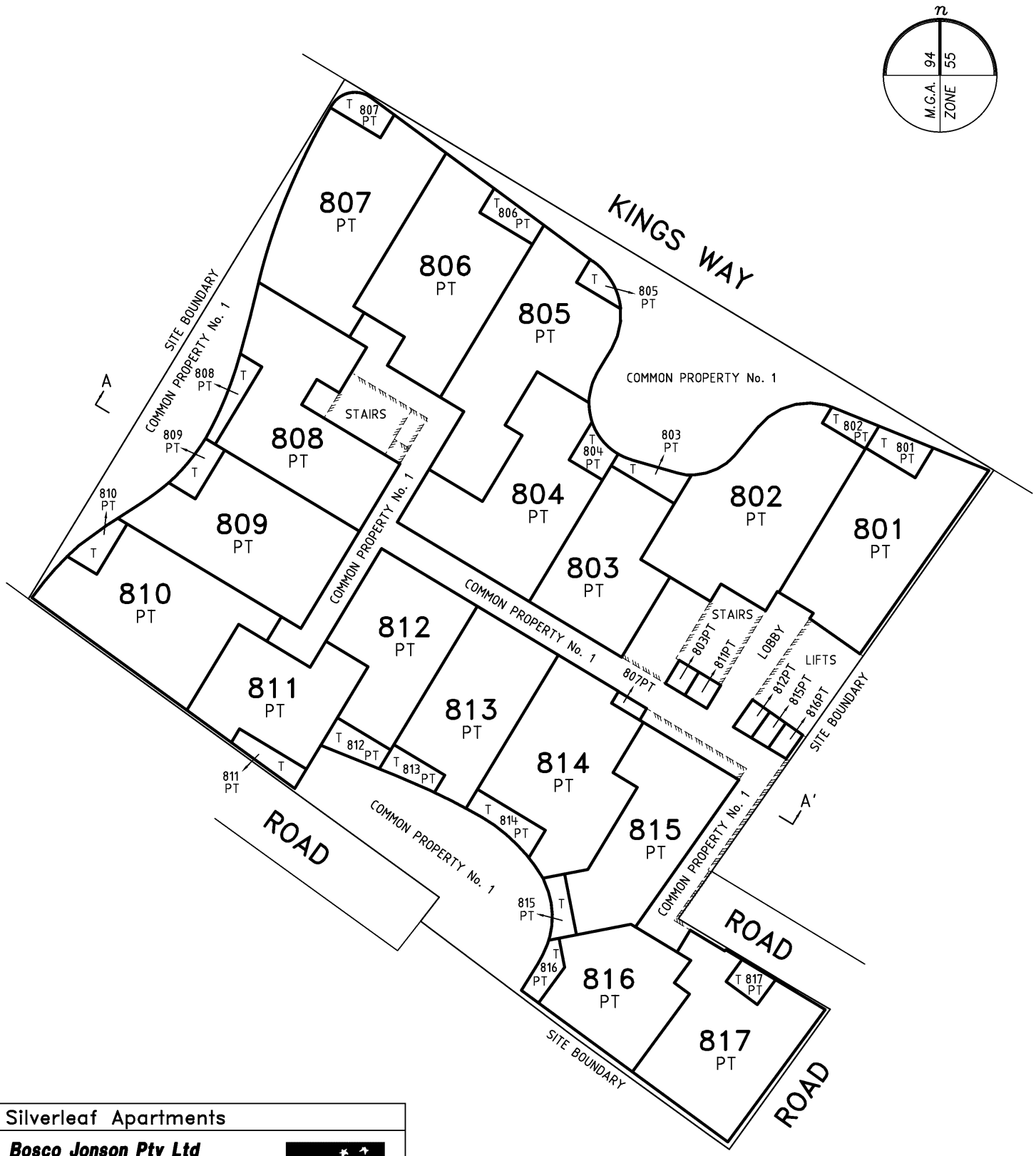
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 8
DIAGRAM 12

ORIGINAL		SCALE		Sheet 25
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
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Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

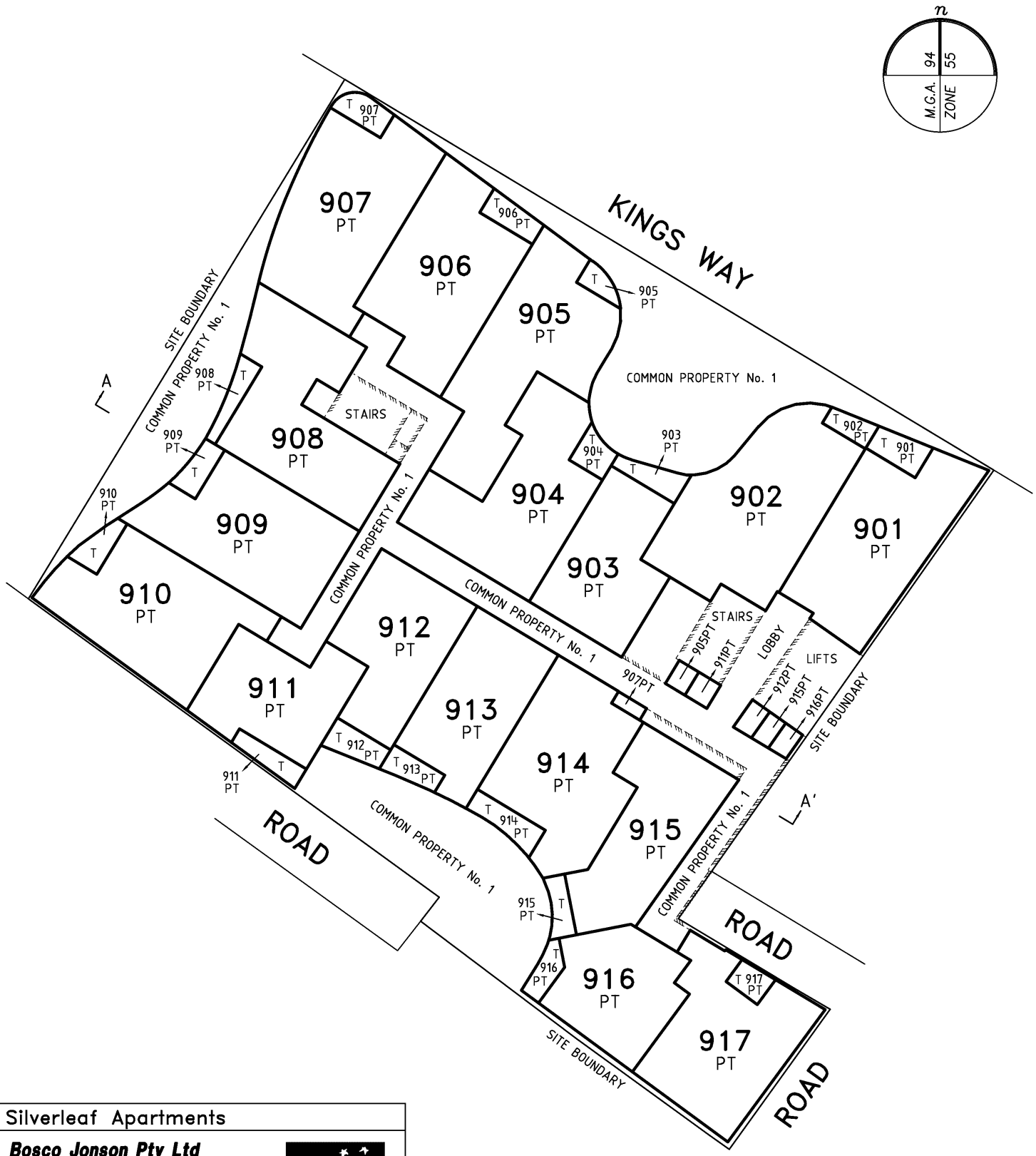
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 9
DIAGRAM 13

ORIGINAL		SCALE		Sheet 26
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
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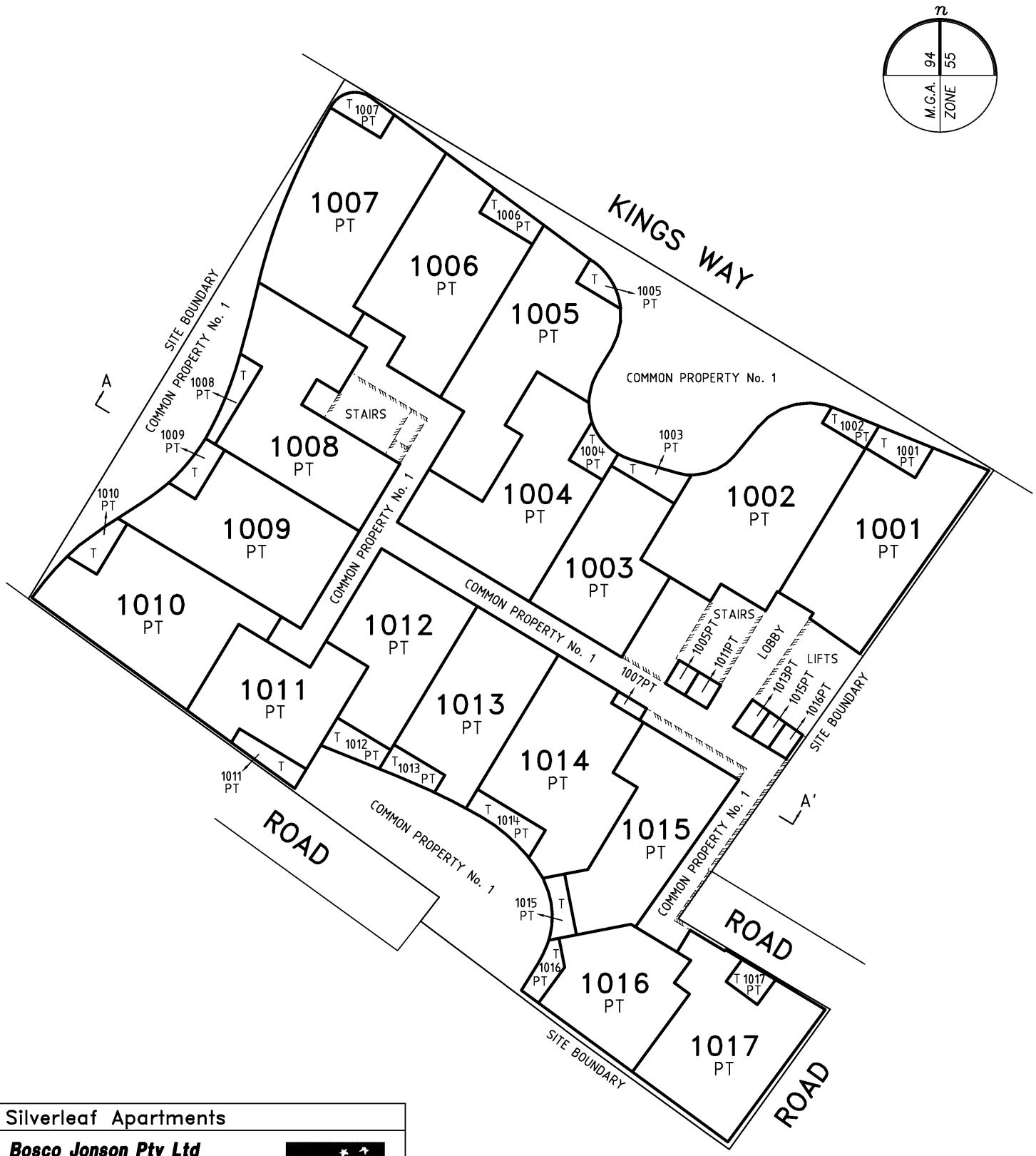
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



LEVEL 10
DIAGRAM 14

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 27
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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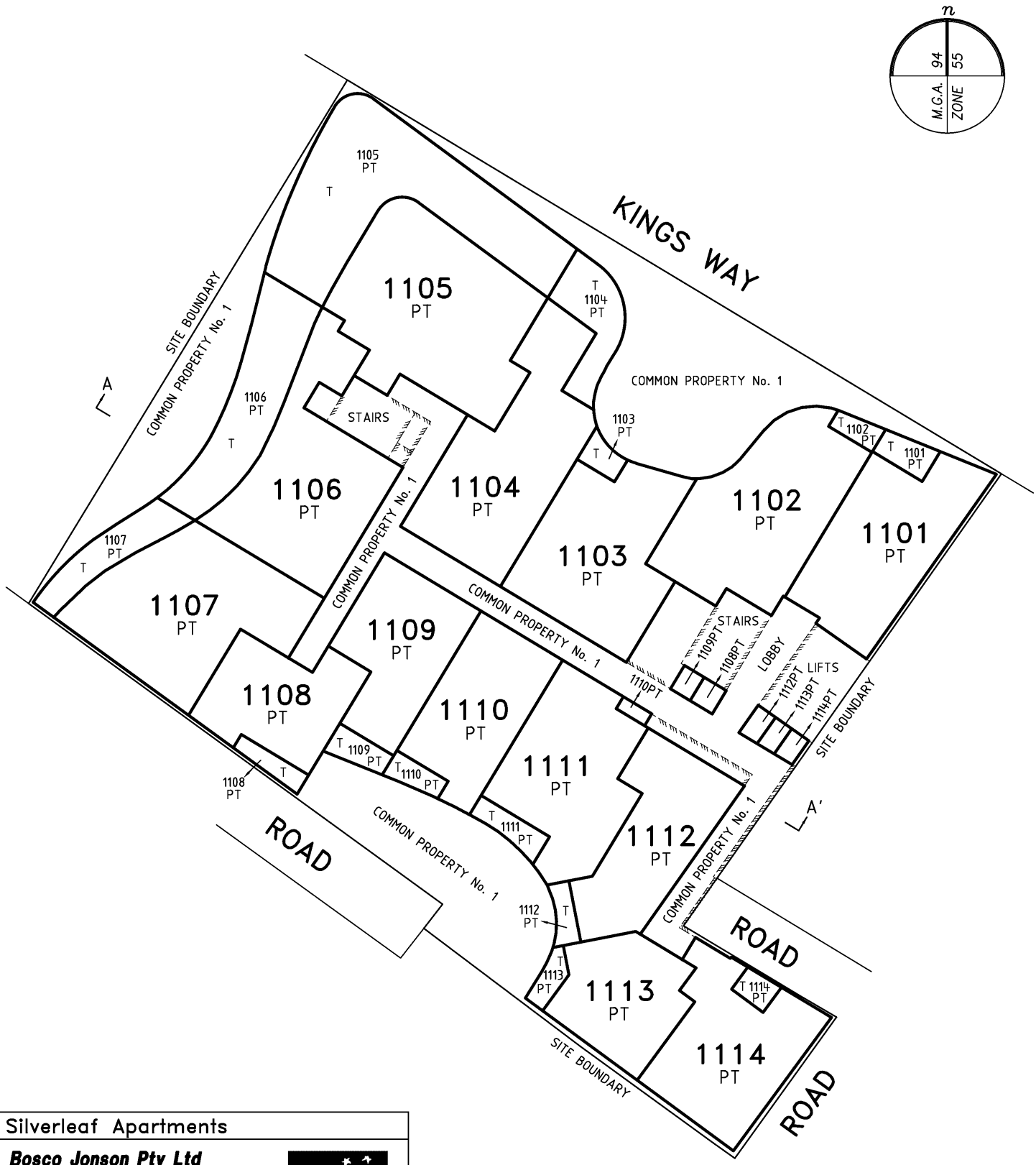
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 11
DIAGRAM 15

ORIGINAL		SCALE		Sheet 28
SCALE	SHEET SIZE	2 0 4 8	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON	
1:200	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 7255003 DWG 725500ME 08/07/13 VERSION E	

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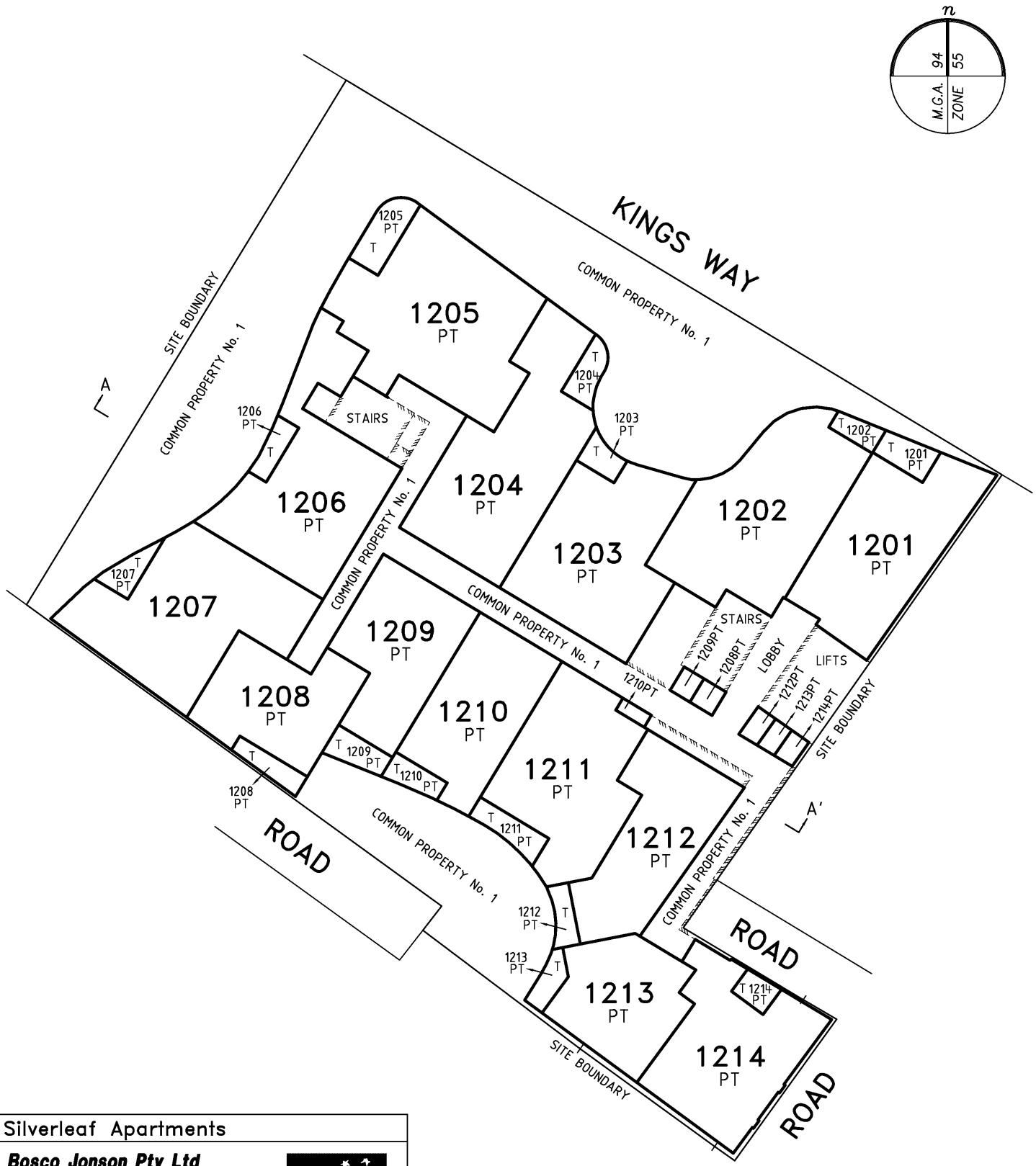
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PLAN OF SUBDIVISION

Plan Number

PS 646650F



Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LEVEL 12
DIAGRAM 16

ORIGINAL		SCALE		Sheet 29
SCALE 1:200	SHEET SIZE A3	2 0 4 8 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7255003 DWG 725500ME 08/07/13 VERSION E	

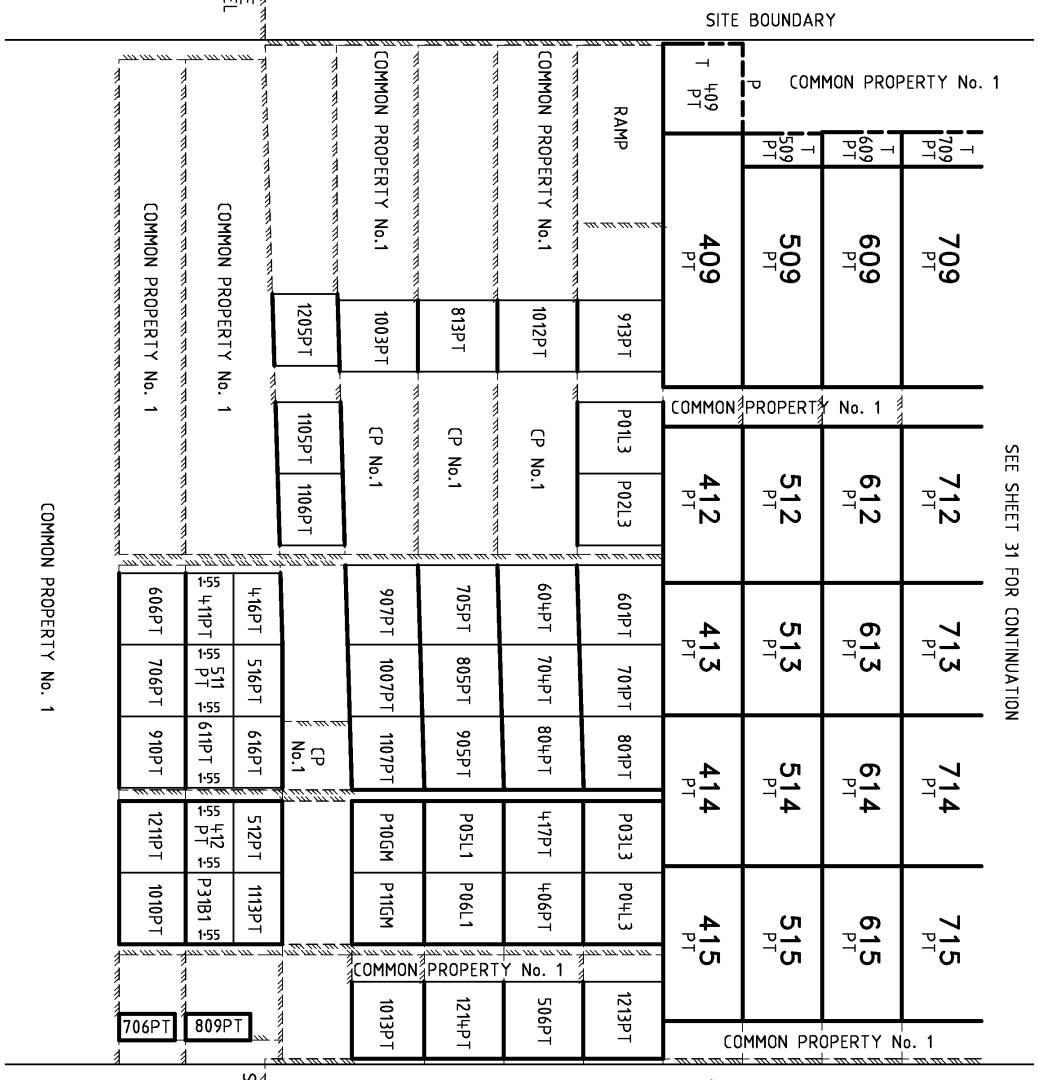
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PLAN OF SUBDIVISION

Plan Number **PS 646650F**



SECTION A - A'
NOT TO SCALE

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE NTS

SHEET SIZE A3

SCALE 0 1

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7255003

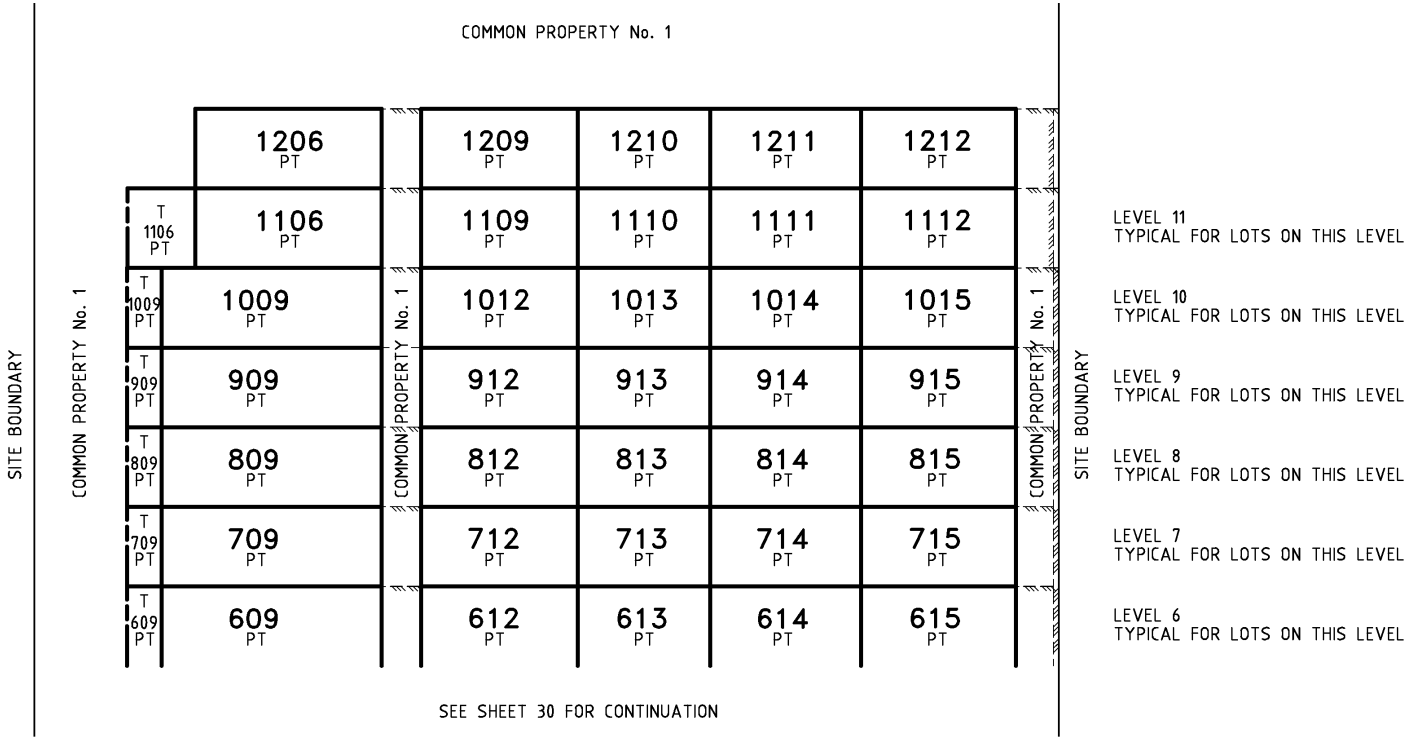
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Sheet 30

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PLAN OF SUBDIVISION

Plan Number
PS 646650F



SEE SHEET 30 FOR CONTINUATION

SECTION A - A'
NOT TO SCALE

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
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

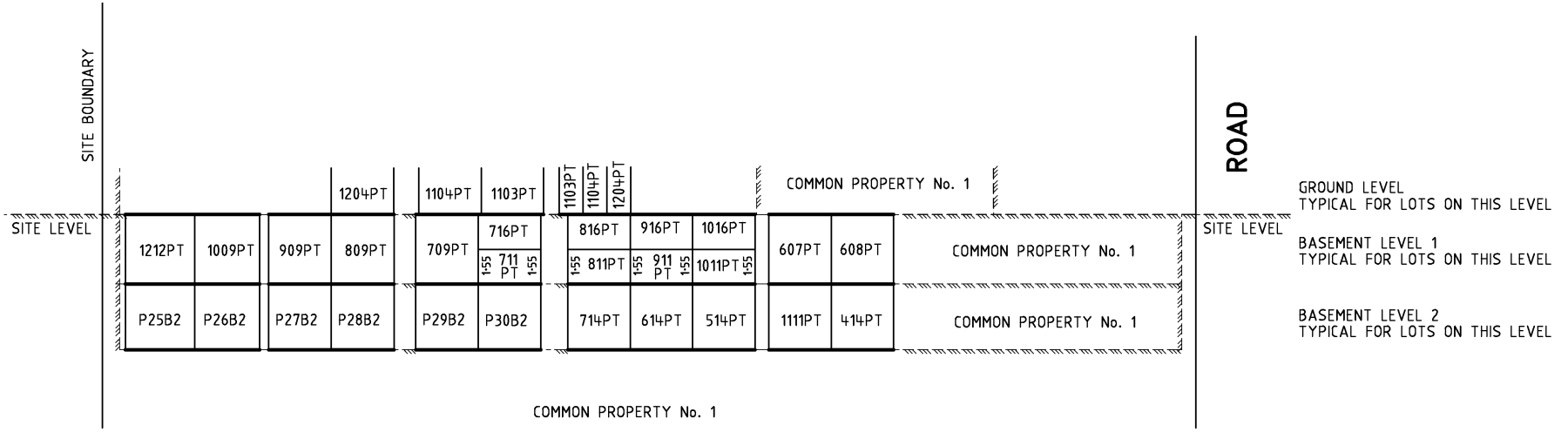
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REF 7255003
DWG 725500ME
08/07/13 VERSION E

Sheet 31

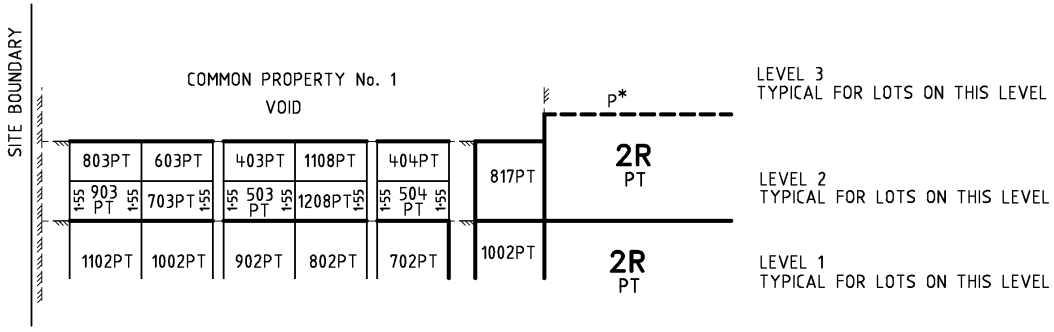
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Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

PLAN OF SUBDIVISION

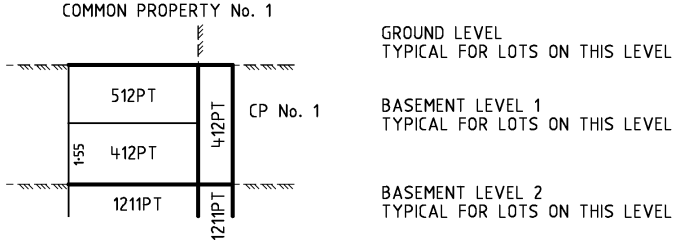
Plan Number
PS 646650F



SECTION B - B'
NOT TO SCALE



SECTION C - C'
NOT TO SCALE



SECTION D - D'
NOT TO SCALE

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
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

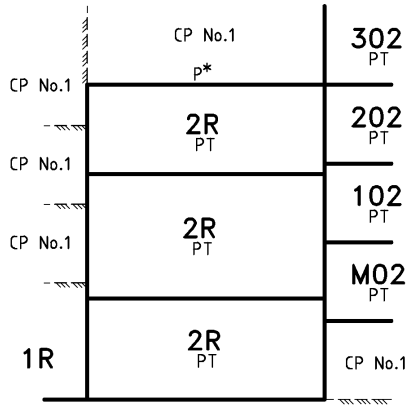
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 7255003
DWG 725500ME
08/07/13 VERSION E

Sheet 32

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Signed by: ross nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S021249A 09/07/2013, Amended: 20/08/2013.

PLAN OF SUBDIVISION

Plan Number
PS 646650F



LEVEL 3
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL

GROUND MEZZANINE LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

COMMON PROPERTY No. 1

BASEMENT LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL

COMMON PROPERTY No. 1

BASEMENT LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL

SECTION E - E'
NOT TO SCALE

Silverleaf Apartments

Bosco Jonson Pty Ltd
A.C.N 080 522 256
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 7255003
DWG 725500ME
08/07/13
VERSION E

Sheet 33

Signed by Council: Port Phillip City Council, Council Ref: P190/2012, S22/2012, Original Certification: 11/07/2013, S.O.C.: 11/07/2013
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Plan of Subdivision PS646650F

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S021249A
Plan Number: PS646650F
Responsible Authority Name: Port Phillip City Council
Responsible Authority Reference Number 1: P190/2012
Responsible Authority Reference Number 2: S22/2012
Surveyor's Plan Version: E

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate:	Maria Tomasetig
Organisation:	Port Phillip City Council
Date:	11/07/2013

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS646650F

The land in PS646650F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1R, 2R, 101, 102, 201, 202, 301, 302, 401 - 417, 501 - 517, 601 - 617, 701 - 717, 801 - 817, 901 - 917, 1001 - 1017, 1101 - 1114, 1201 - 1214, M01, M02, P01L3, P10GM, P11GM, P12GM, P13GM, P14GM, P15B1, P16B1, P17B1, P18B1, P19B1, P02L3, P20B1, P21B1, P22B1, P23B1, P24B1, P25B2, P26B2, P27B2, P28B2, P29B2, P03L3, P30B2, P31B1, P04L3, P05L1, P06L1, P07L1, P08L1, P09L1.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX152894G 15/08/2023

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. OC019156M 20/08/2013

Additional Owners Corporation Information:

OC019155P 20/08/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1R	78	78
Lot 2R	169	169
Lot 101	47	47
Lot 102	48	48

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. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 201	48	48
Lot 202	48	48
Lot 301	48	48
Lot 302	49	49
Lot 401	51	51
Lot 402	55	55
Lot 403	34	34
Lot 404	36	36
Lot 405	54	54
Lot 406	54	54
Lot 407	61	61
Lot 408	41	41
Lot 409	58	58
Lot 410	54	54
Lot 411	35	35
Lot 412	41	41
Lot 413	41	41
Lot 414	58	58
Lot 415	43	43
Lot 416	36	36
Lot 417	49	49
Lot 501	52	52
Lot 502	56	56
Lot 503	35	35
Lot 504	37	37
Lot 505	55	55
Lot 506	55	55
Lot 507	59	59
Lot 508	37	37

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. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 509	55	55
Lot 510	55	55
Lot 511	36	36
Lot 512	36	36
Lot 513	37	37
Lot 514	53	53
Lot 515	41	41
Lot 516	35	35
Lot 517	47	47
Lot 601	53	53
Lot 602	57	57
Lot 603	36	36
Lot 604	52	52
Lot 605	55	55
Lot 606	55	55
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Lot 611	36	36
Lot 612	37	37
Lot 613	37	37
Lot 614	53	53
Lot 615	38	38
Lot 616	35	35
Lot 617	47	47
Lot 701	53	53
Lot 702	57	57
Lot 703	36	36

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. PS646650F

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 704	53	53
Lot 705	56	56
Lot 706	56	56
Lot 707	60	60
Lot 708	60	60
Lot 709	56	56
Lot 710	56	56
Lot 711	37	37
Lot 712	37	37
Lot 713	38	38
Lot 714	54	54
Lot 715	42	42
Lot 716	36	36
Lot 717	48	48
Lot 801	54	54
Lot 802	58	58
Lot 803	37	37
Lot 804	53	53
Lot 805	56	56
Lot 806	56	56
Lot 807	61	61
Lot 808	60	60
Lot 809	56	56
Lot 810	56	56
Lot 811	37	37
Lot 812	38	38
Lot 813	38	38
Lot 814	54	54
Lot 815	43	43

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

Produced: 18/10/2024 11:41:44 AM

OWNERS CORPORATION 1
PLAN NO. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 816	36	36
Lot 817	48	48
Lot 901	54	54
Lot 902	58	58
Lot 903	37	37
Lot 904	54	54
Lot 905	57	57
Lot 906	57	57
Lot 907	61	61
Lot 908	61	61
Lot 909	57	57
Lot 910	57	57
Lot 911	38	38
Lot 912	38	38
Lot 913	39	39
Lot 914	55	55
Lot 915	43	43
Lot 916	37	37
Lot 917	49	49
Lot 1001	55	55
Lot 1002	59	59
Lot 1003	38	38
Lot 1004	54	54
Lot 1005	57	57
Lot 1006	57	57
Lot 1007	62	62
Lot 1008	61	61
Lot 1009	57	57
Lot 1010	57	57

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

Produced: 18/10/2024 11:41:44 AM

OWNERS CORPORATION 1
PLAN NO. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1011	38	38
Lot 1012	39	39
Lot 1013	39	39
Lot 1014	55	55
Lot 1015	44	44
Lot 1016	37	37
Lot 1017	49	49
Lot 1101	55	55
Lot 1102	59	59
Lot 1103	58	58
Lot 1104	68	68
Lot 1105	84	84
Lot 1106	66	66
Lot 1107	68	68
Lot 1108	43	43
Lot 1109	43	43
Lot 1110	44	44
Lot 1111	56	56
Lot 1112	44	44
Lot 1113	43	43
Lot 1114	56	56
Lot 1201	56	56
Lot 1202	60	60
Lot 1203	59	59
Lot 1204	65	65
Lot 1205	68	68
Lot 1206	60	60
Lot 1207	61	61
Lot 1208	43	43

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

Produced: 18/10/2024 11:41:44 AM

OWNERS CORPORATION 1
PLAN NO. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1209	44	44
Lot 1210	44	44
Lot 1211	56	56
Lot 1212	44	44
Lot 1213	43	43
Lot 1214	56	56
Lot M01	47	47
Lot M02	47	47
Lot P01L3	4	4
Lot P10GM	4	4
Lot P11GM	4	4
Lot P12GM	4	4
Lot P13GM	4	4
Lot P14GM	4	4
Lot P15B1	4	4
Lot P16B1	4	4
Lot P17B1	4	4
Lot P18B1	4	4
Lot P19B1	4	4
Lot P02L3	4	4
Lot P20B1	4	4
Lot P21B1	4	4
Lot P22B1	4	4
Lot P23B1	4	4
Lot P24B1	4	4
Lot P25B2	4	4
Lot P26B2	4	4
Lot P27B2	4	4
Lot P28B2	4	4

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

Produced: 18/10/2024 11:41:44 AM

OWNERS CORPORATION 1
PLAN NO. PS646650F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot P29B2	4	4
Lot P03L3	4	4
Lot P30B2	4	4
Lot P31B1	4	4
Lot P04L3	4	4
Lot P05L1	4	4
Lot P06L1	4	4
Lot P07L1	4	4
Lot P08L1	4	4
Lot P09L1	4	4
Total	**8087.00**	**8087.00**

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 04 April 2025 02:11 PM

PROPERTY DETAILS

Address:	**801/338 KINGS WAY SOUTH MELBOURNE 3205**
Lot and Plan Number:	**Lot 801 PS646650**
Standard Parcel Identifier (SPI):	**801\PS646650**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**252550**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2K H3**

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

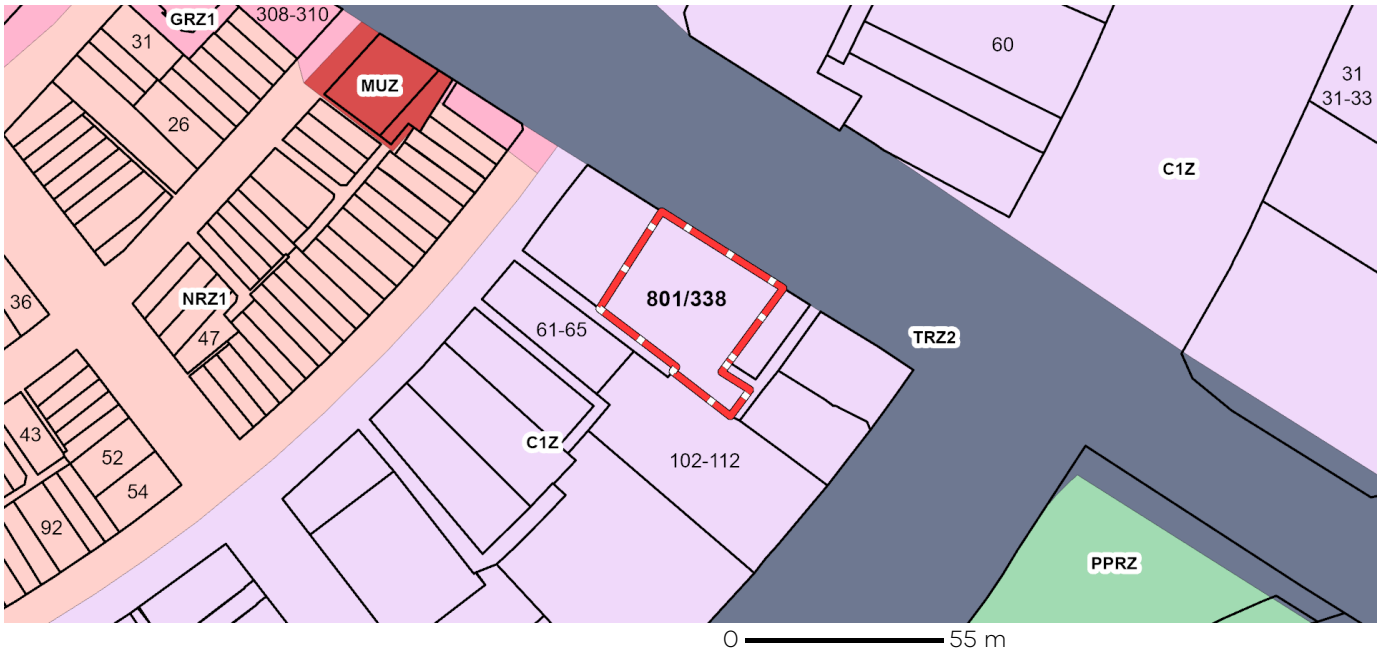
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1

GRZ - General Residential

MUZ - Mixed Use

NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

TRZ2 - Principal Road Network

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

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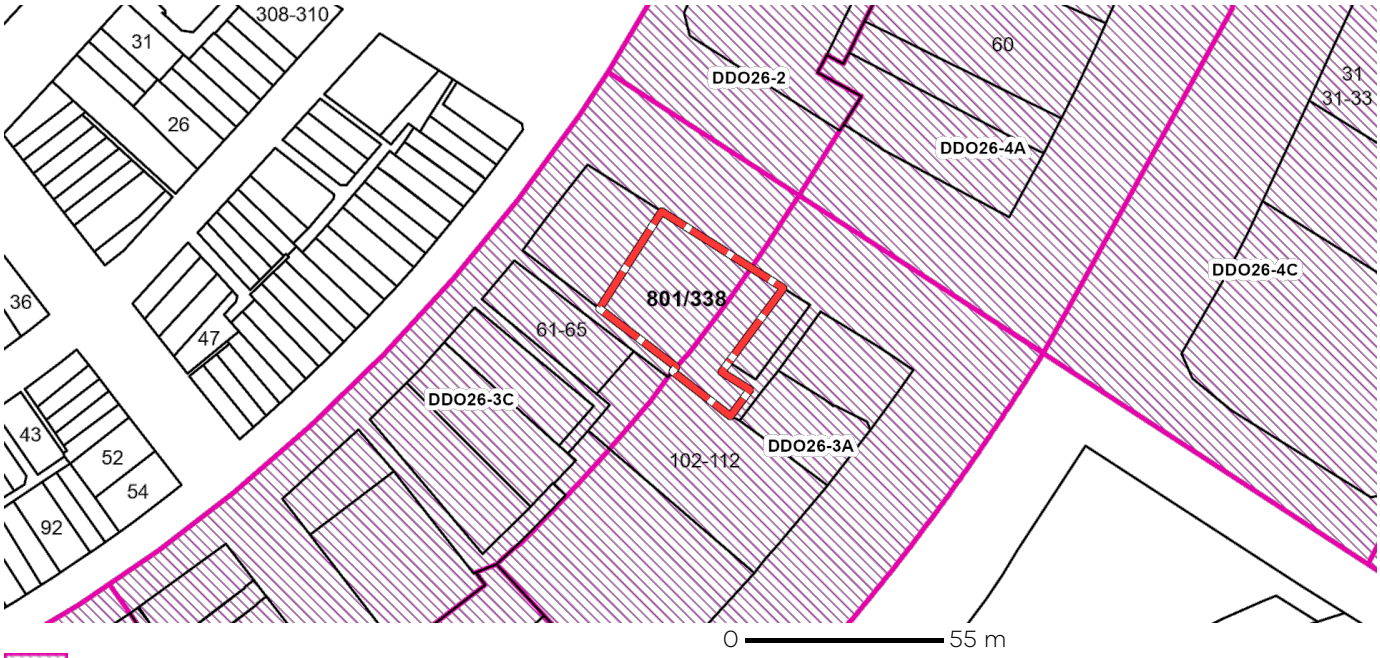
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-3A (DDO26-3A)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-3C (DDO26-3C)



DDO - Design and Development Overlay

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO177)



HO - Heritage Overlay

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

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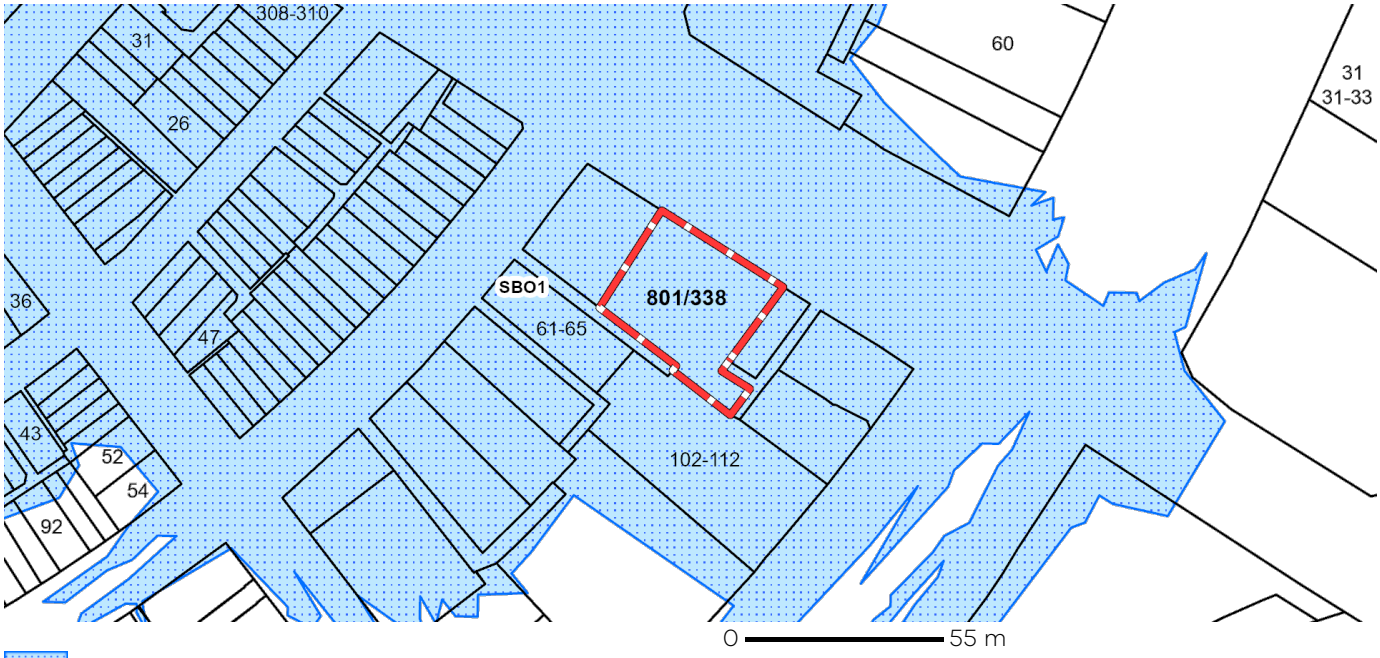
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)



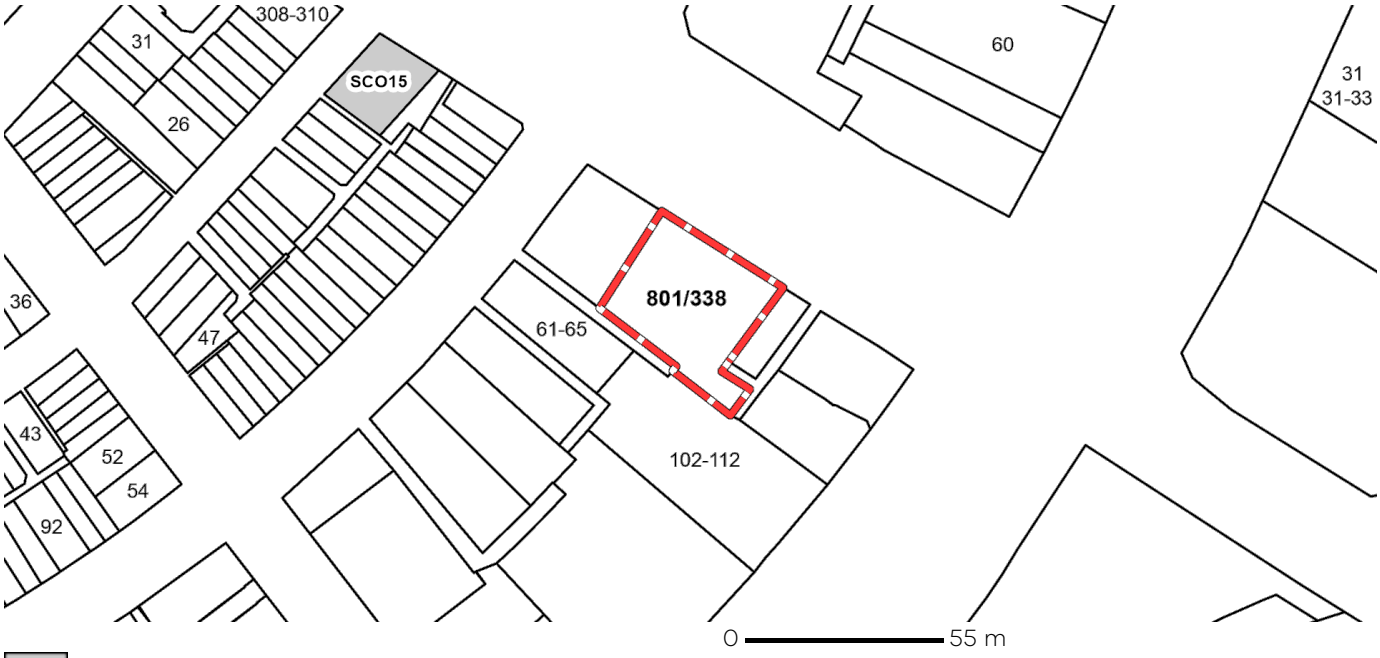
SBO - Special Building Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



SCO - Specific Controls Overlay

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

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 03 April 2025.

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

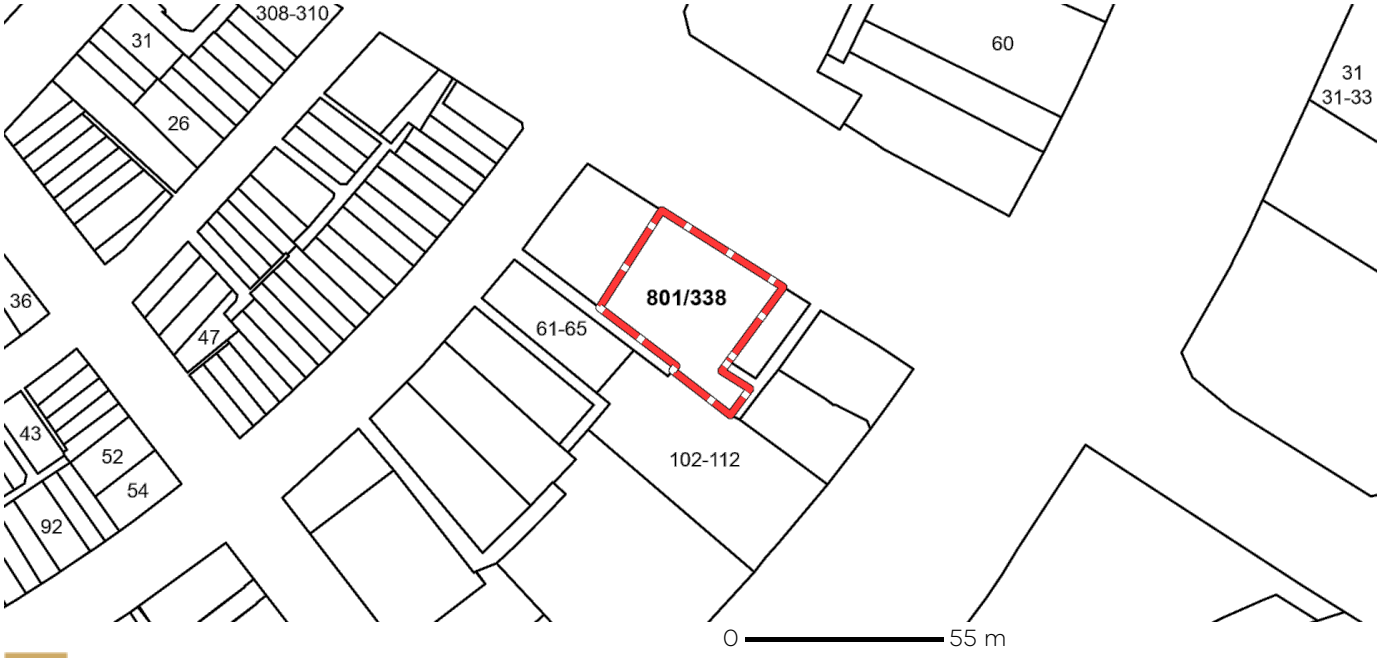
Department of Transport and Planning

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 Bushfire Prone Areas

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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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 04 April 2025 02:11 PM

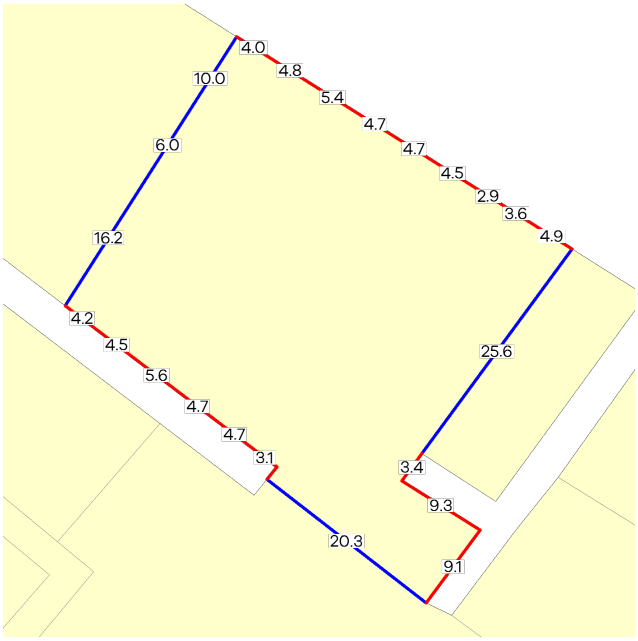
PROPERTY DETAILS

Address:	**801/338 KINGS WAY SOUTH MELBOURNE 3205**
Lot and Plan Number:	**Lot 801 PS646650**
Standard Parcel Identifier (SPI):	**801\PS646650**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**252550**
Directory Reference:	**Melway 2K H3**

Note: There are 189 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: 1415 sq. m
Perimeter: 169 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.

2 overlapping dimension labels are 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

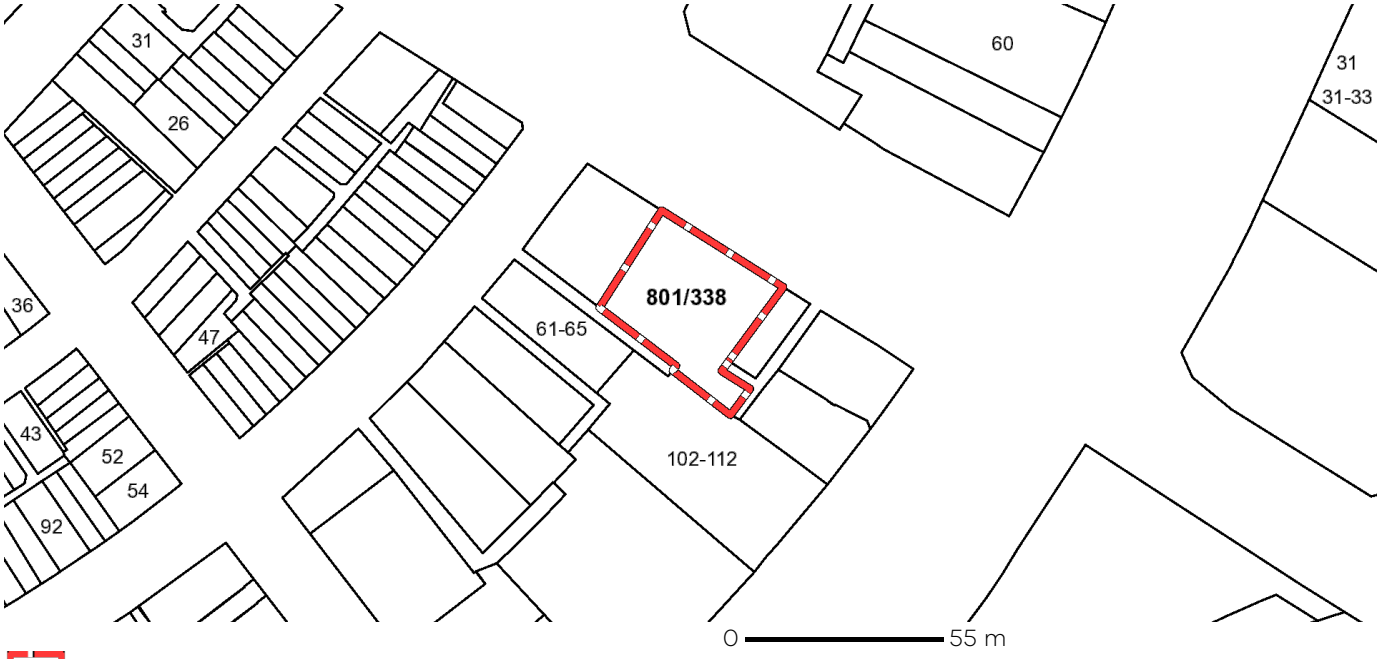
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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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)

HARSONO SENG
C/O:CASA REAL ESTATE
SE 118A
L 1 1 QUEENS RD
MELBOURNE VIC 3004

Account number: 24258268
Date due: 14 February 2025

Last bill		Payments received		Balance	Current charges	Total due
$172.90	−	$172.90cr	=	$0.00	+ $172.90	$172.90

Your account breakdown

Issue date	28 January 2025
Property	Unit 801 328-344 Kings Way SOUTH MELBOURNE VIC 3205
Property reference	08C//03435/00218
Last bill	$172.90
Payment received	$172.90cr
Balance brought forward	$0.00
Our charges (no GST)	$120.63
Other authorities' charges (no GST)	$52.31
Total due	**$172.90**

Your snapshot

Average daily cost **$1.32**

Your water use



Previous bills

Payment options

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

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1002 4258 2600 006

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

eft **EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 24258268
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1002 4258 2600 006
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 08C//03435/00218
UNIT 801 328-344 KINGS WAY
SOUTH MELBOURNE VIC 3205

*361 100242582600006

PN08C

Total due: $172.90
Account number: 24258268
Date paid:
Receipt number:

+00000024258268> +009124+ <0000000000> <0000017290> +444+

Our charges

Meter reading details Date read: 24/01/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAMA041360	921	921	0	A

Approximate date for next meter reading is **25 April 2025.**

Service charges

For period 01/01/25 to 31/03/25

Water service charge	$22.58
Sewerage service charge	$98.05
Total service charges	**$120.63**
Our charges	**$120.63**

Other authorities' charges

	Charge
Parks 01/01/25 to 31/03/25	$21.79
Waterways and Drainage charge 01/01/25 to 31/03/25	$30.52
Total other authorities	**$52.31**

Total current charges $172.90

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2024**

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 **01/01/25 to 31/03/25**.

Parks charge

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 **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/01/25 to 31/03/25**.

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**

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at **mysoutheastwater.com.au**. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

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.

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 growing water needs

As Melbourne grows,
so does the water we use.



Our water supplies will need to grow to meet the needs of our expanding community with 800,000 homes set to be built in Victoria over the next decade.

We're doing this together

We're working together as Melbourne's water providers to secure the future of our city's water supplies, so we have enough for today and for the next 50 years. This includes finding more efficient ways to use the water we already have, increasing use of diverse water sources and growing our use of smart technology to manage water and sewer networks and identify leaks.

How you can help

We have some of the world's best drinking water, and you can help save it with some simple actions:

- The average shower is 7 minutes – try reducing that by a minute or two and install a water efficient showerhead
- Use the half flush on your toilet
- Water the garden with a trigger nozzle before 10am or after 6pm when it will absorb more water.

You can also help by reaching the daily water usage target of 150 litres per person, per day. Check your latest bill to see if you're meeting the target.

For more water savings tips

or to learn more about how we're securing Melbourne's water supplies together, go to **southeastwater.com.au/savewater** or scan the QR code:



Recycled water has an important role

More than 61,000 households in the south east and 127,000 across Melbourne are already using Class A recycled water to flush, do a load of washing and water the garden.

And two major projects are underway to deliver recycled water to big water users like golf courses, nurseries, vegetable growers and irrigators. These projects will deliver 2.2 billion litres of recycled water a year – leaving a huge amount of drinking water in our storages so there'll be enough for everyone.

CASA

Rates, charges and valuation notice 2024-25

For the period 1 July 2024 to 30 June 2025

Want to go paperless?

Sign up today: portphillip.enotices.com.au

E0FB6902AT

eNotices

CITY OF PORT PHILLIP

ABN 21 762 977 945

H Seng
C/- Casa Real Estate
Lvl 1/1 Queens Road
MELBOURNE VIC 3004

022

R0_1280950

Assessment number	252550
Date of issue	26/08/2024

TAX INVOICE (no GST included)

Property details

801/338 KINGS WAY SOUTH MELBOURNE VIC 3205

Legal description	Lot 801 PS646650F V11440 F758
Owner/ Ratepayer	Harsono Seng

Site value	$45,000	Capital improved value	$430,000	Net annual value	$21,500
Level of value date	01/01/2024	Effective date	01/07/2024	Ward	GATEWAY

Details of account

125.3:OYO Subdivided Flat

Residential Rate (Rate on CIV .001723)	$740.85
Default Waste Charge	$203.60
Private Waste Collection Rebate	-$69.50
Fire Service Property Levy - Collected on behalf of State Government	
Fire Serv Levy Residential (Rate on CIV .000087 + $132)	$169.40

Any payments made after 20/08/2024 will not be shown on this notice.

Total **$1,044.35**

Paying your rates

Arrears due immediately
unless an agreement is in place.

$0.00

1 Paying in full

Excludes any arrears amount above.

Due date	Amount due
15/02/2025	$1,044.35

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2024 will be accepted as part payment towards the in full amount due 15 February 2025.

1st instalment 30 September 2024	$261.35
2nd instalment 30 November 2024	$261.00
3rd instalment 28 February 2025	$261.00
4th instalment 31 May 2025	$261.00

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	Property address	Due date	Amount due
252550	801/338 KINGS WAY SOUTH MELBOURNE VIC 3205	30/09/2024	$261.35

BPAY®

Biller Code: 356899
Ref: 2026 8655 2525 505

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: 2026 8655 2525 505

View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT

Biller Code: 356899
Ref: 2026 8655 2525 505

1300 276 468

IN PERSON

Post Billpay

Pay by cash, cheque, eftpos or credit card in person at any Post Office.

POST billpay

*3178 202686552525505

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.

Fire Services Levy

The Fire Services Property Levy is collected by Council on behalf of the Victorian Government.

Council is not responsible for setting the levy; under the *Fire Services Property Levy Act 2012* this is determined by the Victorian Government State Budget.

The increases for 2024/25 include:

- Fixed component of the Fire Services Levy is to increase by 5.1 per cent to 5.6 per cent depending on the type of property
- Variable component is to increase between 4 per cent for industrial properties to 89 per cent for residential properties
- Majority of residential properties will see an increase between $30 to $140 depending on the value of their property. The increase is greater than the increase of Council's rates and charges between 50 per cent to 200 per cent more.

Enquiries about the Victorian Government Fire Services Property Levy: **firelevy.vic.gov.au**

Got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and application under hardship provisions.

Contact or visit us

ASSIST 03 9209 6777
portphillip.vic.gov.au/rates-concessions-and-hardship-relief

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 2024 and is effective from 1 July 2024. 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 all rateable properties $203.60
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $68
- Annual Garbage Charge for non-rateables using Council waste collection service $450 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $255.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $82
- Private waste collection rebate (residential properties) $69.50.

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 $220 (maximum) in addition to a $259.50 (maximum) Victorian 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 (War Widow or TPI). **Health Care and Seniors Cards are not eligible**.

Review of Derelict, Unactivated Retail, Vacant Land Differential Rating

Please contact the Rates Department on **03 9209 6777** if you wish to confirm the differential rating classification with Council. 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 2024 to 30 June 2029
- Acland Street Village Precinct Special Rate and Charge Combined Scheme 1 July 2024 to 30 June 2029
- Carlisle Street Business Precinct Special Rate 1 July 2023 to 30 June 2028.

Rate cap

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

i) the valuation of your property relative to the valuation of other properties in the municipality
ii) the application of any differential rate by Council
iii) 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 2024/25
Residential $0.001723	$740.85
Industrial $0.002036	$875.45
Commercial $0.002058	$884.90
Vacant $0.005169	$2,222.65
Derelict $0.006892	$2,963.55
Unactivated Retail $0.006892	$2,963.55

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.

Silverleaf
338 Kings Way SOUTH MELBOURNE VIC 3205

Owners Corporation Fee Notice / TAX INVOICE

ABN: 42 573 485 171

The Knight

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

H Seng
C/- Casa Real Estate
Suite 118A, Level 1,
1 Queens Road
MELBOURNE VIC 3004

Date of Notice	01/04/2025
Invoice No.	3296130
Plan Ref.	646650F
Property Address	Apartment 801 Lot 801 338 Kings Way SOUTH MELBOURNE VIC 3205
Lot Liability	54.00
Enquiries (9am-5pm Mon-Fri)	(03) 9509 3144
Mail	P.O. Box 678 Malvern VIC 3144
Email	feenotice@theknight.com.au
Website	www.theknight.com.au

Please Pay

$2,202.63

Account Summary

Opening Balance	$1,160.46
New Fees (see over for details)	$1,042.17
Total Amount Payable	**$2,202.63**
*Due Date (New Fees)	29/04/2025

*Balances owing from previously issued invoices are payable by the due dates specified on those invoices.
If payment is not received in full by the due date, a late payment fee may apply.
As per the Owners Corporation Act 2006, payment of current charges on this invoice are payable within 28 days from the 'Date of Notice'.
Interest will be charged from the 'Date of Notice' at 10.00% p.a. if current charges on this invoice are not paid by the due date. The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change. If payment is not received in full by the due date, a late payment fee may apply.

DEFT PAYMENT SYSTEMS

Payment Slip

The Knight

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.	Biller Code: 96503 Ref: 2713 1033 6101 9288 1
Pay by credit card or registered bank account at **www.deft.com.au**. Payments by credit card may attract a surcharge.	Ref: 2713 1033 6101 9288 1
Pay in-store at Australia Post by cheque or EFTPOS	*496 271310336 10192881

H Seng
Plan Number: 646650F
Apartment 801
Lot 801

Please Pay
$2,202.63
By
29/04/2025*

Silverleaf
338 Kings Way SOUTH MELBOURNE VIC 3205

Owners Corporation Fee Notice / TAX INVOICE

ABN: 42 573 485 171

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Fee Notice Details

Date of Notice	Balance as at 14/03/2025	Payments / Credits	Balance brought forward
01/04/2025	$1,160.46	$ 0.00	$1,160.46

Details	Amount Levied	GST	Total
Operating Levy (01/04/25 - 30/06/25)	$ 794.63	$ 79.46	$ 874.09
Maintenance Plan (01/04/25 - 30/06/25)	$ 151.76	$ 15.18	$ 166.94
Interest on Overdue Levies at 10.00 % pa (Calculated 18/03/2025)	$ 1.14	$ 0.00	$ 1.14
Total Current Charges	$ 947.53	$ 94.64	$1,042.17
		Total Payable	$2,202.63

Access Your Account Online

The My Property Login is an easy way to manage your account – whenever and wherever you like. To register please visit theknight.com.au (have your Plan Number handy - 646650F - and click on My Property Login). Already registered? Login to view your account history as well as access a variety of other online resources. https://theknight.stratasphere-res.tech/Silverleaf

Silverleaf
338 Kings Way SOUTH MELBOURNE VIC 3205

Owners Corporation Fee Notice / TAX INVOICE

ABN: 42 573 485 171

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

Enquiries
If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship
If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The National Debt Helpline Debt Problems - Strata Levies (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.
If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the National Debt Helpline's find a financial counsellor page (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes
The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:
- the owners corporation internal dispute resolution process
- conciliation through Consumer Affairs Victoria
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process
If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.
The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:
- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation.
The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria
You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the Consumer Affairs Victoria website (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)
For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the Victorian Civil and Administrative Tribunal website. Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

SUBJECT: **OWNERS CORPORATION CERTIFICATE**
- IMPORTANT INFORMATION FOR VENDORS & PURCHASERS

Dear Sir/Madam,

As per your request, please find attached the following:

- Paid Tax Invoice
- Owners Corporation Certificate
- OC Certificate Attachments including Insurance Certificate

Please note that the Owners Corporation Certificate is only valid on the date of issue.

If, for property settlement purposes, you require an update on the status of the levies, this will be provided free of charge; if requested within three months from the date of issue of the Owners Corporation Certificate and the settlement date occurs within this period.
Note:

1) All Owners Corporation levy status requests must be emailed to: occ@theknight.com.au

2) Any other updates on the Owners Corporation Certificate will require the provision of a new Owners Corporation Certificate and the relevant fee will apply.

In accordance with Section 134 of the Owners Corporations Act 2006, details of the Purchaser's name and address must be advised to the Owners Corporation within one month of the completion of the contract (settlement date). The receipt of a Notice of Acquisition and/or Notice of Disposition within the prescribed time will fulfil this requirement and may be emailed to: ownerupdates@theknight.com.au

Additionally, in the event the Purchaser resides overseas, as per Section 135 of the Owners Corporations Act 2006, the Owners Corporation must be advised of the Purchaser's mailing address in Australia for service of notices.

To assist us in effectively communicating with the Purchaser, your assistance in providing the Purchaser's contact numbers and email address on the Notice of Disposition/Acquisition would be greatly appreciated.

If you require further information, please do not hesitate to contact the office.

Yours faithfully,
THE KNIGHT

TAX INVOICE

DYMOND COWAN P/L
ABN 20 007 112 816

T/A THE KNIGHT

P: 03 9509 3144
E: theknight@theknight.com.au
P.O. Box 678
MALVERN VIC 3144
www.theknight.com.au

Date: 17/10/2024

Invoice No. 25319

Our ref: 646650F/801
Your ref:

CASA Real Estate
Suite 124 B & C, Level 1
1 Queens Road
MELBOURNE VIC 3004
AUSTRALIA

Date	***Details***	***No. Items***	***Amount $***	***GST $***	***Total $***
17/10/2024	Certificate in 2 business days	1	$283.33	$28.33	$311.66
	Invoice Totals		***$283.33***	***$28.33***	***$311.66***

Paid in full to THE KNIGHT

Plan Number: 646650F

Lot Number: 801

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

BPAY	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au **Biller Code:** 96503 **Reference Number:** 2713 1033 6101 9288 1	

DEFT PAYMENT SYSTEMS	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number **Reference Number:** 2713 1033 6101 9288 1 *Register at deft.com.au or by calling 1800 672 162. VISA MasterCard Diners Club International AMERICAN EXPRESS Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

POST billpay	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to $9,999.99), Cheque or EFTPOS.  *496 271310336 10192881	

OWNERS CORPORATION CERTIFICATE

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

Vendor: H Seng

This certificate is issued for Lot 801 on Plan Number 646650F the postal address of which is:

338 Kings Way SOUTH MELBOURNE 3205 VIC

The current fees for Lot 801 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST $	Total Amt. $
Operating Levy					
01/07/2024	**30/09/2024**	**28/06/2024**	**29/07/2024**	**79.46**	**874.09**
Operating Levy Adj. 1/7/2023 - 30/6/2024		**28/06/2024**	**29/07/2024**	**1.86**	**20.45**
01/10/2024	**31/12/2024**	**25/09/2024**	**29/10/2024**	**79.46**	**874.09**
01/01/2025	**31/03/2025**	**Not Issued**	**29/01/2025**	**79.46**	**874.09**
01/04/2025	**30/06/2025**	**Not Issued**	**29/04/2025**	**79.46**	**874.09**
Maintenance Plan					
01/07/2024	**30/09/2024**	**28/06/2024**	**29/07/2024**	**15.18**	**166.94**
Maint Plan Levy Adj 1/7/2023 - 30/6/2024		**28/06/2024**	**29/07/2024**	**22.13**	**243.47**
01/10/2024	**31/12/2024**	**25/09/2024**	**29/10/2024**	**15.18**	**166.94**
01/01/2025	**31/03/2025**	**Not Issued**	**29/01/2025**	**15.18**	**166.94**
01/04/2025	**30/06/2025**	**Not Issued**	**29/04/2025**	**15.18**	**166.94**

The current fees have been levied up until the:

31/12/2024

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

$0.00

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	*Levy*	*Amount Levied $*	*Amount Outstanding $*
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.
At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	**CHU Underwriting Agencies Pty Ltd**
Policy Type	**Residential Strata**
Policy Number	**HU0013309**
Notes	**Refer to policy for full details**
Refer to Policy	**Refer to attached Policy for details**

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/06/2023: $317,868

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible defect levy which may be raised to cover period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts:
Building Management - Pivot Facilities Management
Electricity - WinEnergy Pty Ltd
Fire Monitoring - ADT Fire Monitoring
PayTV - Foxtel
Waste Collection - Harding Inc Waste Management

Leases/Licences:
Substation Lease with Citipower Pty Ltd

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.
Name of Manager: The Knight
Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161
Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant. **Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.**



Signature of Registered Manager
Dated: 17th, October 2024
Full name: Darren Levison **On Behalf of** Owners Corporation Plan (VIC) (Tier 1) 646650F

c/- The Knight
Address: P.O. Box 678 MALVERN 3144
Ph: 9509 3144
Email: theknight@theknight.com.au
Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:
1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation.

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.

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 646650F
338 Kings Way SOUTH MELBOURNE 3205 VIC
Lot Number: 801

Owner Details

Full Name of owner/s:_____

Address of owners/s:_____

Email Address: _____

Owner Telephone Details:

AH: _____ **BH:** _____ **Mob:**_____ **Fax:** _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ **BH:** _____ **Mob:** _____ **Fax:** _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	**Owner**	**or**	**Agent (Please circle one)**
Notices/Correspondence to:	**Owner**	**or**	**Agent (Please circle one)**

Date:_____ **Signature of Owner/s:** _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-
(a) By posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

12 March 2024

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 646650F

338 Kings Way SOUTH MELBOURNE VIC 3205

Minutes of the Annual General Meeting held by Zoom
on Tuesday, 27 February 2024

1. Commencement of Meeting

The meeting commenced at 5:30 PM. Darren Levison welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
M01	W H M Yuen	102	F C Tomaszek & J S Tomaszek
613	Ms V B Turko	614	Ms C L Arndt
616	Ms C E Barnett	704	P Nguyen
807	P & H Ambler Pty Ltd	1007	C H West

2.2 Proxy Holders Present*

Lot	Name		Lot	Name	
406	328 Land Pty Ltd	Maureen Greene	506	328 Land Pty Ltd	Maureen Greene
510	328 Land Pty Ltd	Maureen Greene	514	328 Land Pty Ltd	Maureen Greene
601	344 Land Pty Ltd	Maureen Greene	606	328 Land Pty Ltd	Maureen Greene
609	344 Land Pty Ltd	Maureen Greene	610	328 Land Pty Ltd	Maureen Greene
701	328 Land Pty Ltd	Maureen Greene	706	328 Land Pty Ltd	Maureen Greene
708	344 Land Pty Ltd	Maureen Greene	709	328 Land Pty Ltd	Maureen Greene
714	344 Land Pty Ltd	Maureen Greene	804	344 Land Pty Ltd	Maureen Greene
806	344 Land Pty Ltd	Maureen Greene	906	344 Land Pty Ltd	Maureen Greene
914	344 Land Pty Ltd	Maureen Greene	1005	344 Land Pty Ltd	Maureen Greene
1008	344 Land Pty Ltd	Maureen Greene	1009	344 Land Pty Ltd	Maureen Greene
1014	328 Land Pty Ltd	Maureen Greene	1101	328 Land Pty Ltd	Maureen Greene
1104	344 Land Pty Ltd	Maureen Greene	1105	328 Land Pty Ltd	Maureen Greene
1106	344 Land Pty Ltd	Maureen Greene	1201	344 Land Pty Ltd	Maureen Greene
1205	328 Land Pty Ltd	Maureen Greene	809	Ms A Matku	Dino Janevski

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting

- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

None

2.5 In Attendance

Darren Levison - Senior Owners Corporation Manager - The Knight (TK)

Victor Currie - Building Manager - Pivot Facilities Management (PFM)

John Tsambardas - Pivot Facilities Management (PFM)

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

Proposed: Maureen Greene. Seconded: Carolyn West. Motion Passed.

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Darren Levison be appointed as Chairperson for the meeting.'

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 06/12/2022 be confirmed as a true and accurate record of that meeting.'

Proposed: Maureen Greene. Seconded: Carolyn West. Motion Passed.

4. Reports

4.1 Presentation of the Committee of Management Report (s115 of the Act)

The Committee of Management Report was tabled at the meeting by Pete Nguyen who focused on the Committee approving the Maintenance Plan.

4.2 Presentation of the Owners Corporation Manager's Report (s126 of the Act)

The Owners Corporation Manager's Report was tabled by Darren Levison.

4.3 Presentation of the Building Manager's Report

The Building Manager's report was tabled at the meeting by Victor Currie who focused on the completion of the painting project (for which Vanessa assisted with details), working through defects ie leaks and window seals and window cleaning approval.

5. Financial Matters

5.1 Financial Statements for the Period* 01/07/2022 - 30/06/2023 (s34 of the Act)

It was noted that the financial statements for the period 01/07/2022 - 30/06/2023 had been approved by the Committee of Management prior to the meeting and therefore the statements were tabled and considered at the meeting.

Resolution: 'It was resolved that the financial statements for the period 01/07/2022 - 30/06/2023 be approved pending answers being provided by TK to queries raised at the AGM.'

TK to send the Committee answers to the queries raised.

Proposed: Maureen Greene. Seconded: Vanessa Turko. Motion Passed.

5.2 Independent Auditor Report

It was noted that the financial statements have been audited by an independent auditor.

5.3 Annual Budget and Levies for the Period* 01/07/2023 - 30/06/2024 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/07/2023 - 30/06/2024, as circulated with the meeting documentation, be approved.'

Proposed: Maureen Greene. Seconded: Vanessa Turko. Motion Passed.

5.4 Annual Operating Levy

For the period 01/07/2023 - 30/06/2024 the approved levy is $476,013 (ex. GST).

Compared to the previous financial year the levy increased by 0.58%.

5.5 Long Term Maintenance Levy

For the period 01/07/2023 - 30/06/2024 the approved levy is $90,909 (ex. GST).

Compared to the previous financial year the levy increased by 57.38%.

5.6 Maintenance Plan* (s36 of the Act)

Motion: *'That the Owners Corporation (OC) adapt the Mabi Maintenance Plan.'* A copy of the Maintenance Plan can be downloaded from the 'My Property' login section on The Knight's website (www.theknight.com.au).

Proposed: Dino Janevski. Seconded: Maureen Greene. Motion Passed.

5.7 Lot Owners in Arrears

Resolution: 'It was resolved that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

Proposed: Maureen Greene. Seconded: Dino Janevski. Motion Passed.

5.8 Charging of Penalty Interest

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

Proposed: Maureen Greene. Seconded: Dino Janevski. Motion Passed.

5.9 Delegation to Waive Penalty Interest

Motion: *'That the Owners Corporation delegate authority to the Owners Corporation Manager to waive interest accrued to an individual under $50 upon review of the debtor's circumstances. In cases of repeat arrears, the matter will be referred to the committee before any penalty interest is removed.'*

Proposed: Maureen Greene. Seconded: Dino Janevski. Motion Passed.

5.10 Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

Proposed: Maureen Greene. Seconded: Dino Janevski. Motion Passed.

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice.

6.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

The last valuation was undertaken on the 27/11/2018. The Knight will obtain a valuation of the reinstatement and replacement cost of the building(s) and the insurance cover will be adjusted in line with the new valuation.

6.3 Standing Direction Order for Future Insurance Renewals

Motion: *'That the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, The Knight will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.'*

Proposed: Dino Janevski. Seconded: Maureen Greene. Motion Passed.

7. Committee of Management* (s100 of the Act)

7.1 Number of Committee Members

Resolution: 'It was resolved that the Owners Corporation limit the maximum number of members to be elected onto the Committee of Management to 7.

Proposed: Maureen Greene. Seconded: Fliss Tomaszek. Motion Passed.

7.2 Election of Committee

Resolution: 'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management:

Winnie Yuen
Fliss Tomaszek
Vanessa Turko
Maureen Greene
Pete Nguyen
Dion Janevski
Catherine Arndt

Proposed: Maureen Greene. Seconded: Fliss Tomaszek. Motion Passed.

7.3 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved to elect a Chairperson of the Owners Corporation at the first Committee Meeting.'

7.4 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved to elect a Secretary of the Owners Corporation at the first Committee Meeting.'

8. General Business

Window tinting – PFM to ask proposed contractor to provide a) addresses of buildings (in the city) which they have tinted, b) samples and c) advice on permits etc.

Padlocks located near front of building. BM to send Maureen photos.

PFM to source quote from Cowan Doors - to maintain various doors at building.

TK Portal - TK to advise on frequency of usage, better functionality and running financial reports etc.
MYBOS - PFM to advise on frequency of usage and better functionality.

9. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held within three months of the end of the financial year.'

10. Close of Meeting

The meeting closed at 7:15PM

Darren Levison
Senior Owners Corporation Manager
The Knight
For and on behalf of Plan 646650F
T: (03) 9509 3144
E: darren@theknight.com.au

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OWNERS CORPORATION NOTIFICATION of MAKING RULES

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)
Lodged by:
Name: Arnold Bloch Leibler
Phone: 9229 9999
Address: 333 Collins Street Melbourne
Ref: NAC: 011572991
Customer Code: (0500C)

OC019156M
06/08/2013 $56.50 OCR

Applicant: (full name and address including postcode)

328 Land Pty Ltd of 115-119 Collins Street, Melbourne 3000 and 344 Land Pty Ltd of 115-119 Collins Street, Melbourne 3000

Plan No. PS646650F **Owners Corporation No.** 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation.

DATED the 2nd day of August 2013

Signed a. Towson

Signature of Australian Legal Practitioner
under the Legal Profession Act 2004

ANDREA PETA TOWSON
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

OC5

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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Owners Corporation PS646650F

'Silverleaf'
328-344 Kings Way South Melbourne

Rules

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

(a) A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Proprietor or Occupier of any Lot or the families or visitors of any such Proprietor or Occupier.

(b) A Proprietor or Occupier of a Lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation insurance policy.

(c) A Proprietor or Occupier of a Lot must not do anything which may prejudice the security or safety of the common property.

(d) A Proprietor or Occupier of a Lot must not allow persons to follow them through the security doors to the property.

(e) The Owners Corporation may take measures to ensure the security and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:

(i) close-off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the common property;

(ii) permit, to the exclusion of Proprietors and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;

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(iii) restrict by means of key or other security device the access of Proprietors or Occupiers;

(iv) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots; and

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(v) cancel any security key issued where a Proprietor is in arrears in payment of Owners Corporation levies in excess of 2 quarters.

(f) A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

(g) A Proprietor or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(h) A Proprietor or Occupier of a Lot must ensure compliance with fire laws in respect of the Lot as stipulated by the Owners Corporation.

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(i) A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Proprietor or the Owners Corporation.

(j) A Proprietor or Occupier of a Lot in possession of a security key must not without the Owners Corporation's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor or the Owners Corporation.

(k) A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a security key issued to him is lost or destroyed.

1.2 **Storage of flammable liquids and other dangerous substances and materials**

(a) A Proprietor or Occupier of a Lot must not:

(i) except with the written consent of the Owners Corporation, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

(ii) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

1.3 **Waste Disposal**

(a) A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

(b) A Proprietor or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

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(i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

(ii) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;

(iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property;

(iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Owners Corporation, manager or representative of the manager.

2 Committees & sub-committees

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

(a) An ordinary resolution at general meeting is required for the following decisions (which may therefore not be delegated to a committee or otherwise):

(i) whether to appoint a manager of the Owners Corporation; and

(ii) who to appoint as the manager of the Owners Corporation; and

(iii) whether to revoke an appointment of a manager of the Owners Corporation.

3 Management & Administration

3.1 Management & Administration of common areas and services

(a) A Proprietor or Occupier of a Lot must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its manager in sufficient time to enable a representative of the Owners Corporation or the manager to be present.

(b) A Proprietor or Occupier of a Lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the manager or the manager's representative.

(c) Without limiting the generality of the foregoing rules, a Proprietor or Occupier of the Lot may only move items through the garage lift lobby or other area specifically designated by the Owners Corporation.

(d) The Proprietor or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the common property or

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personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

(e) A Proprietor or Occupier of a Lot must not 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.

(f) A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

(g) 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 Proprietor or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

(h) Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

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(i) Where the Owners Corporation expends money to make good damage caused by a breach of the Act or of these Rules by any Proprietor or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Proprietor or Occupier of the Lot at the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Owners Corporation's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Owners Corporation pursuant to the Act or Regulations.

(j) Where levies and any other charges are owed to the Owners Corporation after the due date then the Owners Corporation will charge interest on the overdue amount (from the due date designated by the Manager) at a rate of 2% per annum more than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983.

(k) Proprietor and Occupier must keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Proprietor or Occupier be absent for any reason for any period of more than one night. This requirement may be waived upon request made to the Owners Corporation in writing not less than seven days prior to the date or dates for which such waiver is required.

(l) A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

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4 Special Rules for the Developer

4.1 Definitions

In this Rule:

"**Developer**" means Lustig & Moar (Kings Way) Pty. Ltd (ACN 141 880 122)) and the Developer's Mortgagee.

"**Developer's Mortgagee**" means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

4.2 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

(a) use any Lot as a display Lot to assist in the marketing and sale of other Lots;

(b) place anywhere on the common property signs and other materials relating to sale of Lots;

(c) conduct in a Lot or anywhere on the common property an auction sale of a Lot;

(d) use in any way it considers necessary any part of the common property for the purposes of selling Lots;

(e) use in any way it considers necessary any part of the common property to facilitate completion of construction works.

4.3 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor.

4.4 Owners Corporation obligations

(a) The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and common property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

(b) A Proprietor of a Lot covenants that in the event the Lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the Lot and at any other time when the rules are amended.

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5 Metering of services and apportioning of costs of services

(a) The Proprietor or Occupier of a Lot acknowledges that the Owners Corporation may share amongst the Proprietors of the Owners Corporation the costs of supply and maintenance of any water, gas or power facility required for hot water, heating or air-conditioning to the whole of that Owners Corporation or any Common Property contained therein.

(b) Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Proprietor shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

6 Use of Common Property

6.1 Use of Common Property

(a) A Proprietor or Occupier of a Lot must not use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other Proprietors or occupants of Lots or their families or visitors.

(b) A Proprietor or Occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation.

(c) A Proprietor or Occupier of a Lot must not, except where written consent of the Owners Corporation has been obtained, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

(d) A Proprietor or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any equipment installed on the common property.

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(e) A Proprietor or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

(f) A Proprietor or Occupier of a Lot must not keep any animal upon a Lot or the common property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

(g) A Proprietor or Occupier of a Lot must ensure that any animal belonging to them does not urinate or defecate on common areas.

(h) A Proprietor or Occupier of a Lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times and must enter and exit by being carried through the ground floor lobby.

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(i) A Proprietor or Occupier of a Lot must not:

(i) permit any bicycle to be stored other than in the areas of the common property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;

(ii) permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property;

(iii) permit any bicycle to be ridden into the Building other than through the car park entries and exits.

(j) A Proprietor of a Lot can seek approval from the Owners Corporation to affix a bicycle rack to the wall that adjoins the car space owned by the Proprietor. The type of rack and positioning is to be approved by the Owners Corporation.

(k) A Proprietor can install a storage unit known as a 'Spacemate' or similar within the Proprietor's car space Lot. The 'Spacemate' will be required to be affixed to the wall which adjoins the car space and is to be painted the colour as stipulated by the Owners Corporation.

6.2 Vehicles and parking on common property

(a) A Proprietor or Occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.

(b) A Proprietor or Occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.

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(c) A Proprietor or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

(d) Parking spaces cannot be used for anything other than for the parking of vehicles, trailers or similar.

6.3 Drying of laundry on common property or external or visible areas of Lots

A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot.

6.4 Damage to common property

A Proprietor or Occupier of a Lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without

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the approval in writing from the Owners Corporation, but this rule does not prevent a Proprietor or person authorised by a Proprietor from installing any locking device for protection of the Lot against intruders and complying with any stipulations of the Manager from time to time.

7 Lots

7.1 External appearance of Lots

(a) A Proprietor or Occupier of a Lot must keep all balconies clean, tidy and well maintained.

(b) A Proprietor or Occupier of a Lot must ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred.

(c) A Proprietor or Occupier of a Lot must, after being given reasonable notice, provide access to balconies in order for the Owners Corporation to carry out external window cleaning and repairs to the building's façade.

(d) A Proprietor or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Owners Corporation.

(e) A Proprietor or Occupier of a Lot must not erect or fix any sign or notice to any part of the common property or Lot where it can be seen from any exterior position, except as required by law.

(f) A Proprietor or Occupier shall not install blinds visible from outside the Lot unless those blinds are approved by the Owners Corporation and comply with the sample and specification provided by the Owners Corporation.

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(g) A Proprietor or Occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Owners Corporation.

(h) A Proprietor or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property or their Lot.

(i) A Proprietor or Occupier of a Lot must replace all blown or broken balcony light bulbs within twenty-four (24) hours.

(j) A Proprietor or Occupier of a Lot must not allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

(k) A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their Lot.

(l) A Proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation. (The Owners Corporation shall not in any case

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consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Lot).

(m) A Proprietor or Occupier of a Lot must not allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Proprietors and Occupiers occurs.

8 Alterations and building works

8.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the common property so that:

(a) any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the Lot or the common property is interfered with.

8.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.

8.3 A Proprietor of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:

(a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(b) the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors.

8.4 The Proprietor of a Lot must not proceed with any such works until the Proprietor:

(a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be

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reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and

(d) pays such reasonable costs to the Owners Corporation.

8.5 The Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

8.6 Without limiting the generality of rules 8.3, 8.4 or 8.5 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building;

(b) scaffolding must not be erected on the common property or the exterior of the Building;

(c) construction work must comply with all laws of the relevant Government Agencies;

(d) the exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.

8.7 Before any of the Proprietor's works commence the Proprietor must:

(a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

OC019156M 06/08/2013 \$56.50 OCR

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8.8 Access shall not be available to other Lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the common property.

8.9 The Proprietor of a Lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

9 Behaviour of persons

9.1 Behaviour of owners, Occupiers and invitees on common property

(a) A Proprietor or Occupier of a Lot must not:

(i) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using common property;

(ii) obstruct the lawful use of common property by any person;

(iii) without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot between the hours of 3pm and 9am on weekdays or on weekends at all;

(iv) smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time;

(v) use or permit to be used in or on the common property, skateboards, rollers skates or roller blades;

(vi) consume nor permit consumption of alcohol or the taking of glassware onto the common property,

(vii) permit disposal of cigarette butts or cigarette ash over balconies.

(b) A Proprietor or Occupier of a Lot when on common property (if on any part of a Lot so as to be visible from another Lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using common property.

(c) A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these rules.

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(d) A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

(e) Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Owners Corporation for entry and exit.

9.2 Noise & other nuisance control

(a) A Proprietor or Occupier of a Lot must not make or permit to be made any undue noise in or about the common property or any Lot affected by the Owners Corporation.

(b) A Proprietor or Occupier of a Lot must not make or permit to be made any noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am.

10 Dispute resolution

10.1 Grievance Procedure

(a) The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager or an Occupier of a Lot or the Owners Corporation.

(b) A party making a complaint to the Owners Corporation pursuant to Section 152 (1) of the Act must prepare a written statement in the approved form and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

OC019156M

(c) At the sole discretion of the grievance committee or Owners Corporation if there is no grievance committee the parties to the dispute may meet together with the grievance committee or the Owners Corporation if there is no grievance committee within 14 working days after the dispute comes to the attention of all parties and to meet in good faith and to discuss the dispute with the view to resolving the dispute.

(d) If the complainant does not attend the meeting then the grievance committee or Owners Corporation will determine that the complaint will be dropped and if the respondent to the complaint does not attend then the grievance committee or Owners Corporation will determine whether to issue a breach notice in accordance with the Act.

(e) In the genuine attempt to resolve the dispute a party to the dispute may not appoint a person to act or appear on his or her behalf at the meeting.

(f) If the dispute is not resolved within a reasonable period of time the grievance committee or the Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

(g) The process outlined in this rule 10 is separate from and does not limit any further action under Part 10 of the Act.

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11 Small cars and car stackers

11.1 Small cars

(a) The Proprietor or Occupier of a Lot of which its car parking space is designated as a Small car parking space must not park or allow to be parked in such space any motor vehicle, trailer or motor cycle which exceeds the dimensions as set out in the definition of "Small car" below.

(b) The Owners Corporation shall have the right to tow away any vehicle, trailer or motor cycle parked in breach of rule 11.1(a) at the cost of the Proprietor or Occupier of the Lot.

11.2 Car stackers

The Owners Corporation shall ensure that the car stackers are maintained at the cost of the Proprietor of the Lot on which the car stacker is constructed

12 Interpretation:

In these rules:

"**Act**" means Owners Corporations Act 2006.

"**Building**" means all and any buildings, structures or improvements comprised in the Development.

"**Common Property**" means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

"**Development**" means all the land and improvements comprised in the Plan of Subdivision and known as 'Silverleaf' 328-344 Kings Way South Melbourne.

OC019156M

"**Lot**" means a Lot on the Plan of Subdivision.

"**Manager**" means the Company for the time being appointed by the Owners Corporation as its Manager and a reference in these rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

"**Occupier**" means any person occupying or in possession of a Lot and can include a Proprietor.

"**Plan of Subdivision**" means Plan of Subdivision No PS646650F.

"**Proprietor**" means the registered owner of a Lot on the Plan of Subdivision.

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"**Regulations**" means the Owners Corporations Regulations 2006 (Vic.).

"**Security Key**" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the common property.

"**Small Car**" means a motor vehicle or motor cycle the overall measurements of which do not exceed the dimensions of 4.45 metres in length and 1.7 metres in width being the dimensions of a light car under the Australian Standard AS2890.1:2004.

"Small Car parking space" means those Lots on the plan attached identified with the words "small car".

"Car stacker car parking space" means those Lots on the plan attached identified with the words "car stacker".

Unless the context otherwise requires:

(a) headings are for convenience only;

(b) words imparting the singular include the plural and vice versa;

(c) an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;

(d) references to any gender include the others, and

(e) a reference to a thing includes part of that thing.

The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

OC019156M
06/08/2013 $56.50 OCR

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OWNERS CORPORATION
ADDITIONAL INFORMATION

Accompanying a Plan
Unlimited Owners Corporation

OC019155P
06/08/2013 $0 OCAI

Lodged by:
Name: Arnold Bloch Leibler
Phone: 9229 9999
Address: 333 Collins Street Melbourne
Ref: 011572991
Customer Code: (0500C)

Applicant (full name and address including postcode):

328 Land Pty Ltd of 115-119 Collins Street, Melbourne 3000 and 344 Land Pty Ltd of 115-119 Collins Street, Melbourne 3000

Plan No: PS646650F **Owners Corporation No.:** 1

Owners Corporation postal address for service of notices: *(Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011):*

Amity OC Management Pty Ltd of 607 St Kilda Road, Melbourne 3000

The purposes of the Owners Corporation are: *(Section 27B(2) Subdivision Act 1988)*

The purpose of Owners Corporation No 1 is to manage the land affected by the owners corporation.

The basis for the allocation of lot entitlement and lot liability is: *(Section 27F(2)(a) Subdivision Act 1988)*

1 In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.

2 In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.

OC1

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

OWNERS CORPORATION

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ADDITIONAL INFORMATION

Accompanying a Plan
Unlimited Owners Corporation

OC019155P
06/08/2013 $0 OCAI

Additional functions and obligations that are to be carried out or complied with by the unlimited Owners Corporations are: *(Section 27C(4) Subdivision Act 1988)*

Not applicable

DATED the 5th day of August 2013

Signed

Signature of Australian Legal Practitioner
under the Legal Profession Act 2004

ANDREA PETA TOWSON
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

OC1

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

The Knight

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

Insight, integrity
& results.

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

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

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.

……

The Knight

theknight@theknight.com.au
03 9509 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

Subdivision (Body Corporate) Regulations 2001
S.R. No. 28/2001

SCHEDULE
FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

Insight, integrity
& results.

STANDARD RULES

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

(a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

(b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

(c) Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

(d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;

(f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

ABN 20 007 112 816

Resolute.
PROPERTY PROTECT

A NEW BENCHMARK IN STRATA.
ABN 53 157 850 827
AFSL 425966

Client:
OC No. 646650
C/ - The Knight Alliance
PO BOX 678
MALVERN VIC 3044

Contact Details:
Account Manager: Hashi Pienko
Email: h.pienko@resolutepropertyprotect.com.au
Phone: 03 8646 0209

Policy Type:	Residential Strata	**Period of Insurance:** From:	20/08/2024
Policy Number:	HU0013309	To:	20/08/2025
Client Reference:	VIC - 5721		

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

Insured: OC No. 646650

Situation Address: 328-344 Kings Way, South Melbourne VIC 3205

No. of Units / Lots: 155

Policy Details:

Policy 1:	Insured Property - Building	$69,755,816
	Insured Property - Common Area Contents	$697,558
	Insured Property - Loss of Rent/Temporary Accommodation	$10,463,372
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	$30,000,000
Policy 3:	Voluntary Workers - Limit	$200,000
	Voluntary Workers - Weekly Benefit	$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Available
Policy 5:	Fidelity Guarantee:	$250,000
Policy 6:	Office Bearer's Legal Liability:	$1,000,000
Policy 7:	Machinery Breakdown:	$100,000
Policy 8:	Catastrophe Insurance - Insured Property	$10,463,372
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	$1,569,505
	Catastrophe Insurance - Accommodation/Storage	$523,168
	Catastrophe Insurance - Cost of Storage & Evacuation	$523,168
Policy 9:	Government Audit Costs	$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	$100,000
	Legal Defence Expenses:	$50,000

Policy 10:	Lot Owners Fixtures & Improvements:	$250,000
	Flood	Not Insured

Excesses:

Legal Defence Expenses each and every claim:	$1,000
Policy 1 - Insured Property. Standard Excess:	$5,000
Machinery Breakdown any event of any kind:	$1,000
Policy 7 - Machinery Breakdown - Car Stackers / Turntables	$5,000

Endorsements:

Flood Exclusion
Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.
Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
a. a lake (whether or not it has been altered or modified);
b. a river (whether or not it has been altered or modified);
c. a creek (whether or not it has been altered or modified);
d. another natural watercourse (whether or not it has been altered or modified);
e. a reservoir;
f. a canal;
g. a dam.

Terrorism endorsement
You have disclosed that:
a. 20% or more of the Building's area is used for a non-residential purpose; OR
b. the Building Sum Insured shown above is equal to or greater than $50,000,000.
Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.
This additional premium totals $3,307.18 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.
As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.

Insurer Details:

Policy Wording:	QM562-1023
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
Proportion:	100%
Commission:	$13,693.56

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

Very Important Notice

Your Duty of Disclosure

Before you enter into a contact of general insurance with an insurer, you have duty, under the Insurance Contacts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contract are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0013309
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/08/2024 to 20/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 646650F
Situation	328-344 KINGS WAY SOUTH MELBOURNE VIC 3205

Policies Selected

Policy 1 – Insured Property
Building: $69,755,816
Common Area Contents: $697,558
Loss of Rent & Temporary Accommodation (total payable): $10,463,372

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: $1,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Sum Insured: $10,463,372
Extended Cover - Loss of Rent & Temporary Accommodation: $1,569,505
Escalation in Cost of Temporary Accommodation: $523,168
Cost of Removal, Storage and Evacuation: $523,168

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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).

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);
b. a river (whether or not it has been altered or modified);
c. a creek (whether or not it has been altered or modified);
d. another natural watercourse (whether or not it has been altered or modified);
e. a reservoir;
f. a canal;
g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed 21/08/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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.