

Contract of Sale of Land

Property:

**Unit 303, 35 MALCOLM Street, South Yarra VIC
3141**

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:012486

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: SAMUEL SETIAWAN and SIU WAI ANDRE CHOI

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: SAMUEL SETIAWAN and SIU WAI ANDRE CHOI
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: 012486

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 11317 Folio 924	303	PS 631823J

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 303, 35 MALCOLM Street, South Yarra VIC 3141

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 29 / 10 /2025

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 of 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 request, 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 behalf, 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 in 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 lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print
Name

In the presence of

Director(Sign)

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 303, 35 MALCOLM STREET, SOUTH YARRA VIC 3141
------	---

Vendor's name	SAMUEL SETIAWAN	Date	/ /
Vendor's signature			
Vendor's name	SIU WAI ANDRE CHOI	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

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 cables 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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11317 FOLIO 924

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LAND DESCRIPTION

Lot 303 on Plan of Subdivision 631823J.
PARENT TITLE Volume 11231 Folio 590
Created by instrument PS631823J Stage 2 29/11/2011

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 3 of a total of 4 equal undivided shares
Sole Proprietor
SAMUEL SETIAWAN of 17 WATERLILY PLACE CALAMVALE QLD 4116
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
SIU WAI ANDRE CHOI of APARTMENT 7 109 STEWART AVENUE HAMMONDVILLE NSW 2170
AJ396304R 28/12/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN445799E 11/01/2017
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS631823J 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 303 FLOOR 3 35 MALCOLM STREET SOUTH YARRA VIC 3141

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 11/01/2017

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS631823J
OWNERS CORPORATION 2 PLAN NO. PS631823J

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS631823J
Number of Pages (excluding this cover sheet)	107
Document Assembled	16/06/2023 14:25

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PLAN OF SUBDIVISION		STAGE No.	LR use only EDITION 5	PLAN NUMBER PS 631823J		
LOCATION OF LAND PARISH: PRAHRAN CROWN PORTION: 7 (PART) LTO BASE RECORD: VICMAP DIGITAL PROPERTY TITLE REFERENCES: VOL. 10902 FOL. 149 VOL. 10902 FOL. 150 VOL. 10902 FOL. 151 VOL. 9722 FOL. 726 LAST PLAN REFERENCE/S: PS 517989K & LP 204346R POSTAL ADDRESS: 670 CHAPEL STREET (At time of subdivision) SOUTH YARRA, VIC. 3141 MGA 94 CO-ORDINATES: E 323710 ZONE: 55 (of approx centre of land in plan) N 5810330 GDA 94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : STONNINGTON CITY COUNCIL REF: SUB5171, SUB5292 & SUB5356 NOTATIONS THE LAND DESCRIBED AS LOT 4 LP204346R IS AFFECTED BY THE SOUTH YARRA PROJECT (SUBDIVISION AND MANAGEMENT) ACT 1985. THE RIGHTS AND EASEMENTS CREATED BY SECTION 8 OF THE SOUTH YARRA PROJECT (SUBDIVISION & MANAGEMENT) ACT 1985 AFFECTS PART OF THE LAND HEREIN. THE LEASEHOLD INTEREST VESTED IN SOUTH YARRA PROJECT BODY CORPORATE No. 1 BY SECTION 6(1)(C) OF THE SOUTH YARRA PROJECT (SUBDIVISION & MANAGEMENT) ACT 1985 AFFECTS PART OF THE LAND HEREIN. THE LAND DESCRIBED AS LOT 4 LP204346R IS AFFECTED BY THE SOUTH YARRA BODY CORPORATE No.1 REFERRED TO IN THE SOUTH YARRA PROJECT (SUBDIVISION AND MANAGEMENT) ACT 1985. ADDITIONAL PURPOSE OF PLAN :- REMOVE LOTS S2 & S3 ON PLAN OF SUBDIVISION PS 517989K FROM THE STAGING PROCESS VIDE SECTION 37(8) OF THE SUBDIVISION ACT.				
VESTING OF ROADS AND/OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">IDENTIFIER : NIL</td> <td style="width: 50%;">COUNCIL/BODY/PERSON : NIL</td> </tr> </table> DEPTH LIMITATION : NIL STAGING This is/is not a staged subdivision. Planning permit No. 2010 / 013777 Planning permit No. 2011 / 008307 Planning permit No. 2011 / 013546		IDENTIFIER : NIL	COUNCIL/BODY/PERSON : NIL	BOUNDARIES SHOWN BY THICK AND CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- INTERIOR FACE: ALL BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR, CEILING, WINDOW, DOOR IS CONTAINED IN THAT PARCEL. STRUCTURES DEFINED BY BROKEN HATCHED LINES ARE USED TO DEFINE EASEMENT BOUNDARIES. CEILING BOUNDARIES LIE ALONG UNDERSIDE OF SLAB UNLESS OTHERWISE SHOWN. SSL - STRUCTURAL SLAB LEVEL. CP No.1 - COMMON PROPERTY No. 1 CP No.2 - COMMON PROPERTY No. 2 THIS IS A SPEAR PLAN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY (STAGE 1 PLAN) THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.		
IDENTIFIER : NIL	COUNCIL/BODY/PERSON : NIL					
COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No. 2. WHERE COMMON PROPERTY No.1 ABUTTS COMMON PROPERTY No.2 THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR WHICH DEFINES BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No.1 UNLESS OTHERWISE NOTED AND OR SHOWN. THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR WHICH DEFINE BOUNDARIES FOR THOSE LOTS OR PARTS OF LOTS FROM LEVEL 1 TO LEVEL 30 BEING T101 TO T107, T101 TO T108, M201 TO M218, M301 TO M318, M401 TO M418, M501 TO M518, 301 TO 317, 317A, 318 TO 332, 401 TO 417, 417A, 418 TO 432, 501 TO 517, 517A, 518 TO 532, 601 TO 615, 701 TO 722, 801 TO 822, 901 TO 907, 909 TO 922, 1001 TO 1022, 1101 TO 1122, 1201 TO 1222, 1301 TO 1314, 1401 TO 1414, 1501 TO 1510, 1601 TO 1610, 1701 TO 1710, 1801 TO 1803, 1805 TO 1810, 1901 TO 1904, 1905A, 1906 TO 1910, 2001 TO 2010, 2101 TO 2109, 2201 TO 2210, 2301 TO 2310, 2401 TO 2410, 2501 TO 2508, 2601 TO 2608, 2701 TO 2708, 2801, 2803, 2804, 2807, 2808, 2818, 2901 TO 2908, 3001 TO 3008, IT TO 13T, 15T TO 88T, IM & 2M (ALL INCLUSIVE) ARE CONTAINED WITHIN COMMON PROPERTY No.2 UNLESS OTHERWISE SHOWN. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICES INSTALLATIONS WITHIN THOSE LOTS OR PARTS OF LOTS FROM GROUND LEVEL TO LEVEL 30 BEING TGI, T101 TO T107, T101 TO T108, M201 TO M218, M301 TO M318, M401 TO M418, M501 TO M518, 301 TO 317, 317A, 318 TO 332, 401 TO 417, 417A, 418 TO 432, 501 TO 517, 517A, 518 TO 532, 601 TO 615, 701 TO 722, 801 TO 822, 901 TO 907, 909 TO 922, 1001 TO 1022, 1101 TO 1122, 1201 TO 1222, 1301 TO 1314, 1401 TO 1414, 1501 TO 1510, 1601 TO 1610, 1701 TO 1710, 1801 TO 1803, 1805 TO 1810, 1901 TO 1904, 1905A, 1906 TO 1910, 2001 TO 2010, 2101 TO 2109, 2201 TO 2210, 2301 TO 2310, 2401 TO 2410, 2501 TO 2508, 2601 TO 2608, 2701 TO 2708, 2801, 2803, 2804, 2807, 2808, 2818, 2901 TO 2908, 3001 TO 3008, IT TO 13T, 15T TO 88T, IM & 2M (ALL INCLUSIVE) ARE CONTAINED WITHIN COMMON PROPERTY No.2. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR WHICH DEFINE BOUNDARIES FOR ALL OTHER LOTS OR PARTS OF LOTS EXCEPTING THOSE SHOWN HATCHED ARE CONTAINED WITHIN COMMON PROPERTY No. 1 UNLESS OTHERWISE SHOWN. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICES INSTALLATIONS WITHIN ALL OTHER LOTS OR PARTS OF LOTS ARE CONTAINED WITHIN COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.		THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN SHEET 1 OF 106 SHEETS				
 MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au		LICENSED SURVEYOR NAME TIMOTHY J. BAIRD SIGNATURE : DATE : REF : 4823 PS CO - DGN VERSION : 02 19012012		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3		

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

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)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited /In Favour Of
E-1	FIRE EGRESS (LIMITED IN DEPTH & HEIGHT, SEE SECTIONS B-B', C-C', E-E' & F-F')	SEE PLAN	THIS PLAN (STAGE 1)	LOTS ON THIS PLAN
E-2	RIGHT OF ACCESS FOR MAINTENANCE OF ROAD RELATED INFRASTRUCTURE (LIMITED IN DEPTH & HEIGHT, SEE SECTION J-J')	SEE PLAN	AJ334698Q	ROADS CORPORATION
E-3	RIGHT OF ACCESS FOR PURPOSES OF MAINTAINING BUILDING AND PLANT (LIMITED TO DEPTH AND HEIGHT, SEE NOTATION BELOW)	SEE PLAN	THIS PLAN (STAGE 2)	CP No.1 ON THIS PLAN
CP No.2	RIGHT OF ACCESS FOR PURPOSES OF MAINTAINING BUILDING AND PLANT	SEE PLAN	THIS PLAN (STAGE 2)	CP No.1 & LOT S2 ON THIS PLAN
E-4	AIR EXHAUST & VENTILATION (LIMITED TO DEPTH AND HEIGHT, SEE NOTATION BELOW)	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN
E-3 EASEMENT LIMITED TO DEPTH (LOWER BOUNDARY OF THE RELEVANT LOT) AND LIMITED TO HEIGHT (2.1m ABOVE LOWER BOUNDARY OF THE RELEVANT LOT)				
E-4 EASEMENT LIMITED TO DEPTH (LOWER BOUNDARY OF THE RELEVANT LOT) AND LIMITED TO HEIGHT (UPPER BOUNDARY OF THE RELEVANT LOT)				

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HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
NTS A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 2

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

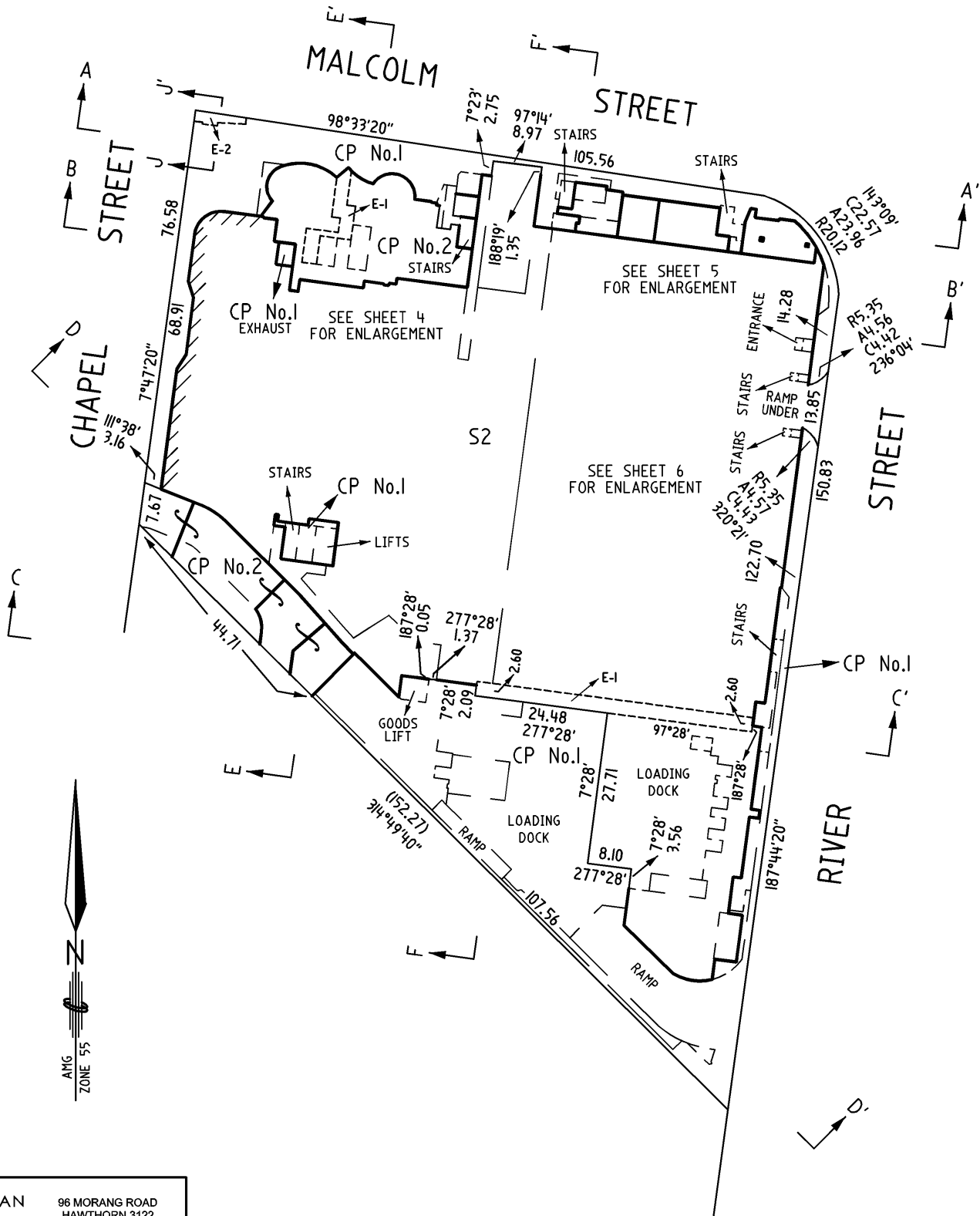
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.1

SITE DIAGRAM & GROUND LEVEL



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:750

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 3

DATE

COUNCIL DELEGATE SIGNATURE

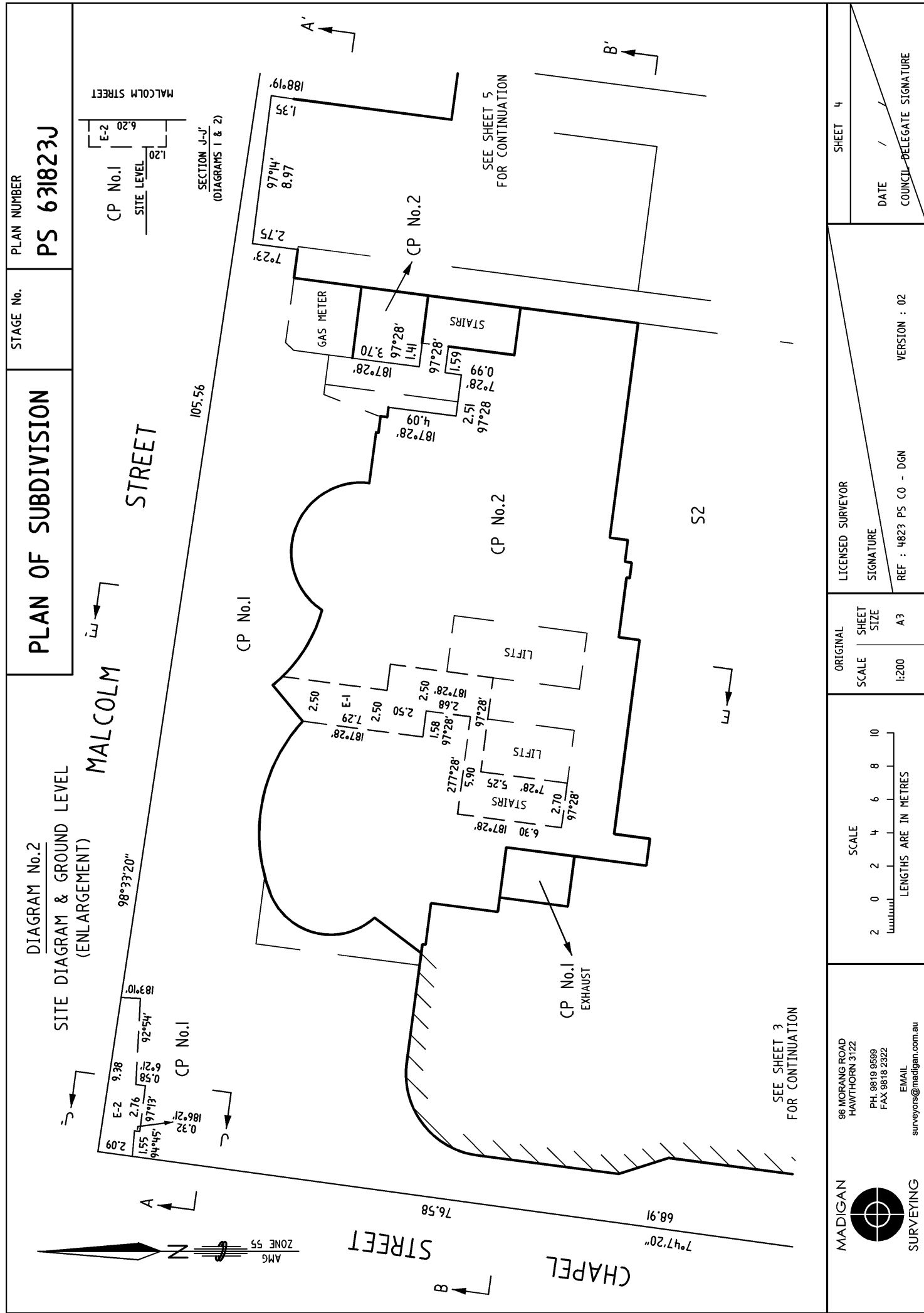


DIAGRAM No. 3

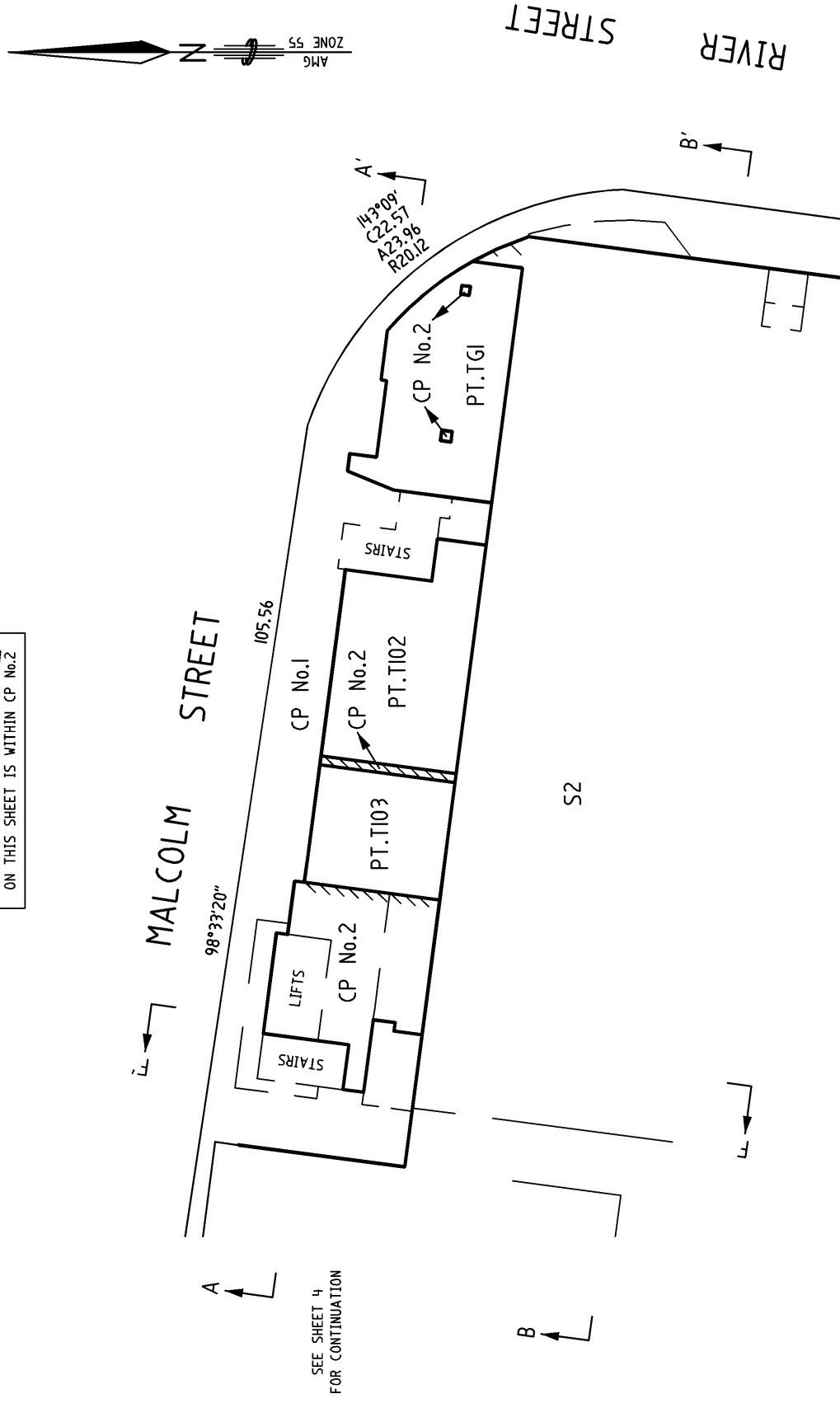
SITE DIAGRAM & GROUND
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER
PS 631823J

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.2



SEE SHEET 6
FOR CONTINUATION

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SCALE

LENGTHS ARE IN METRES

2.5 0 2.5 5 7.5 10 12.5

ORIGINAL

SCALE | SHEET

A3

LICENSED SURVEYOR

SIGNATURE

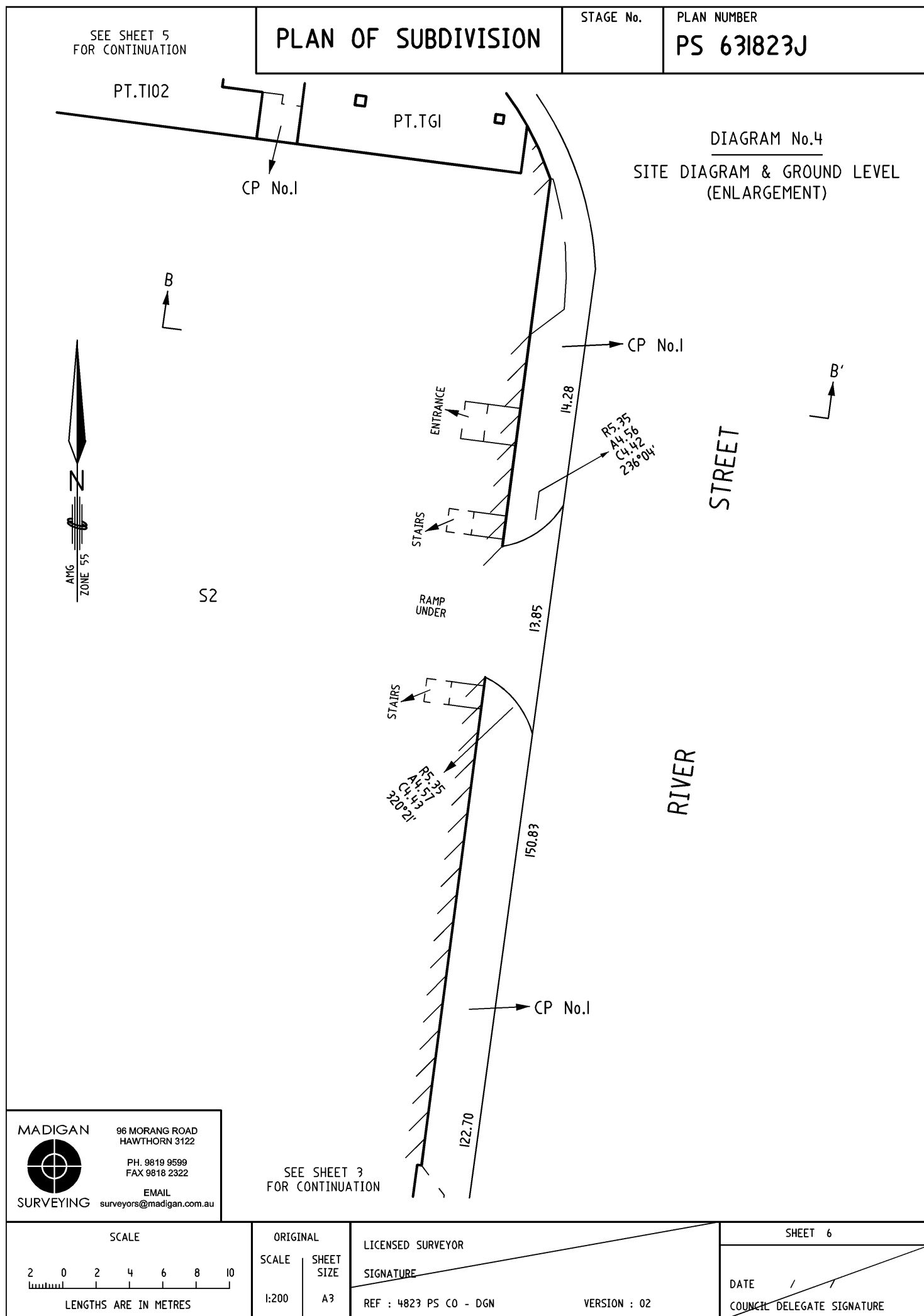
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 5

DATE _____

~~COUNCIL DELEGATE SIGNATURE~~



PLAN OF SUBDIVISION

STAGE No.

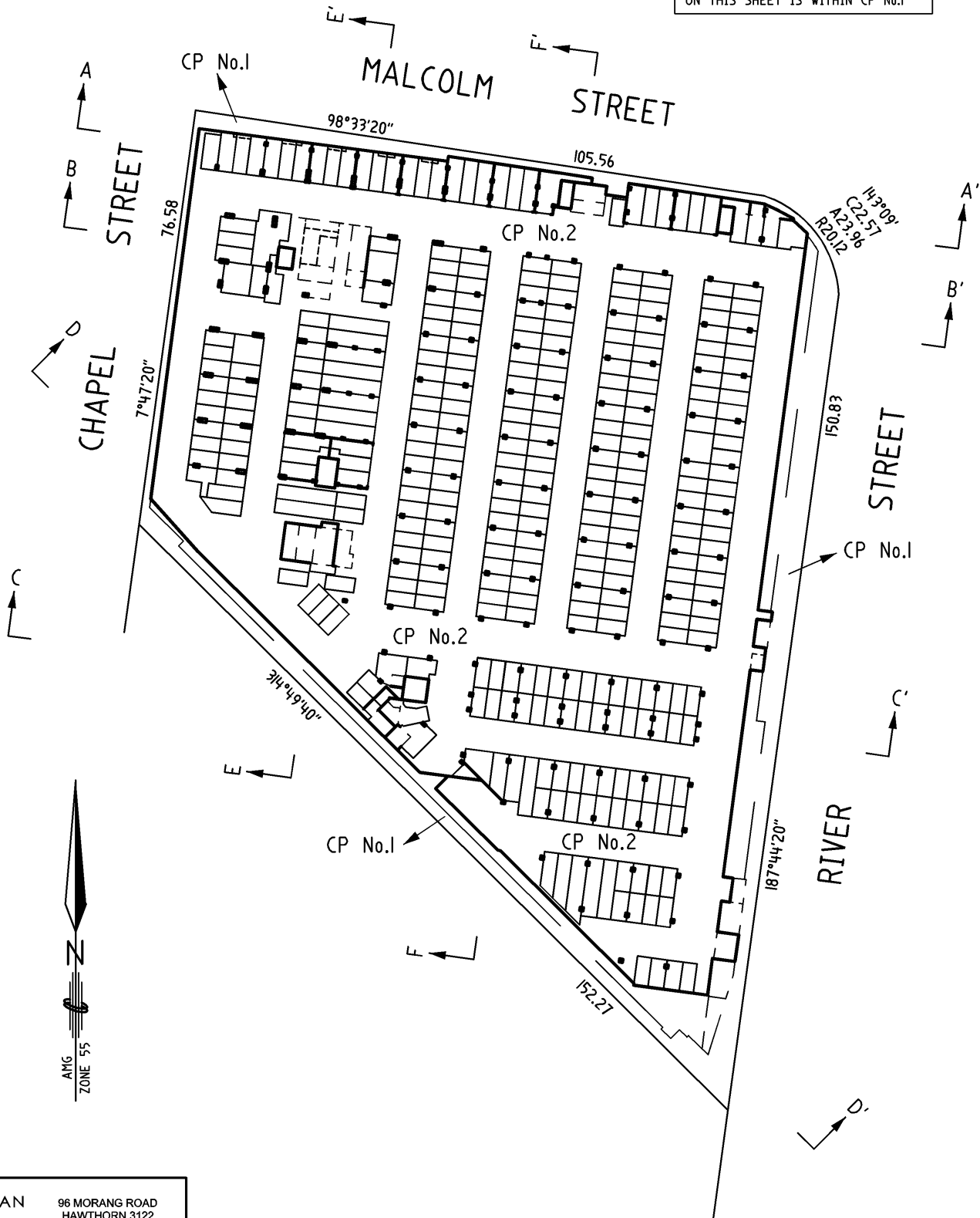
PLAN NUMBER

PS 631823J

DIAGRAM No.5

BASEMENT 3

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.1



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:750

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 7

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

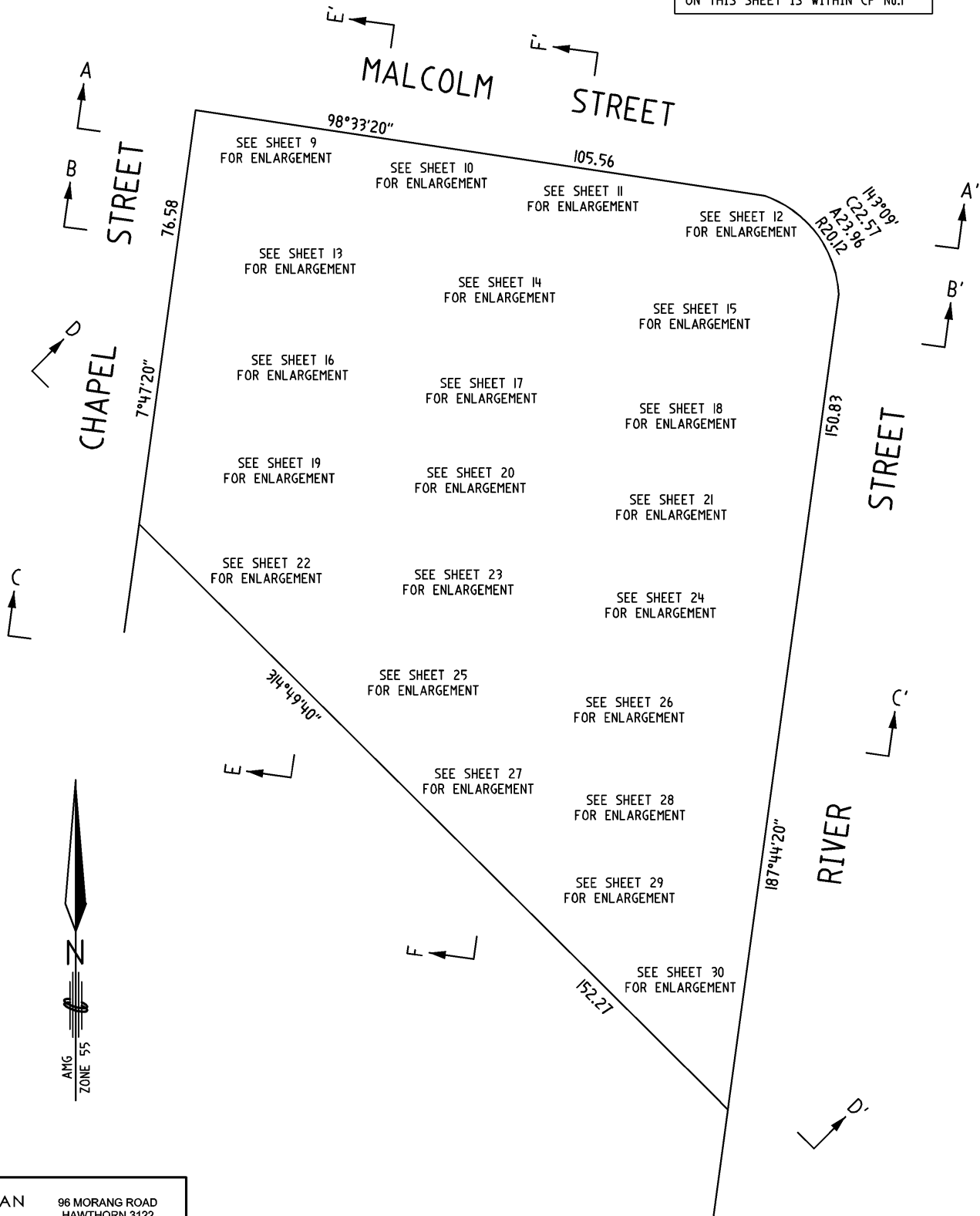
PLAN NUMBER

PS 631823J

DIAGRAM No.6

BASEMENT 3 - KEY PLAN

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.1



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:750 A3

LICENSED SURVEYOR

SIGNATURE

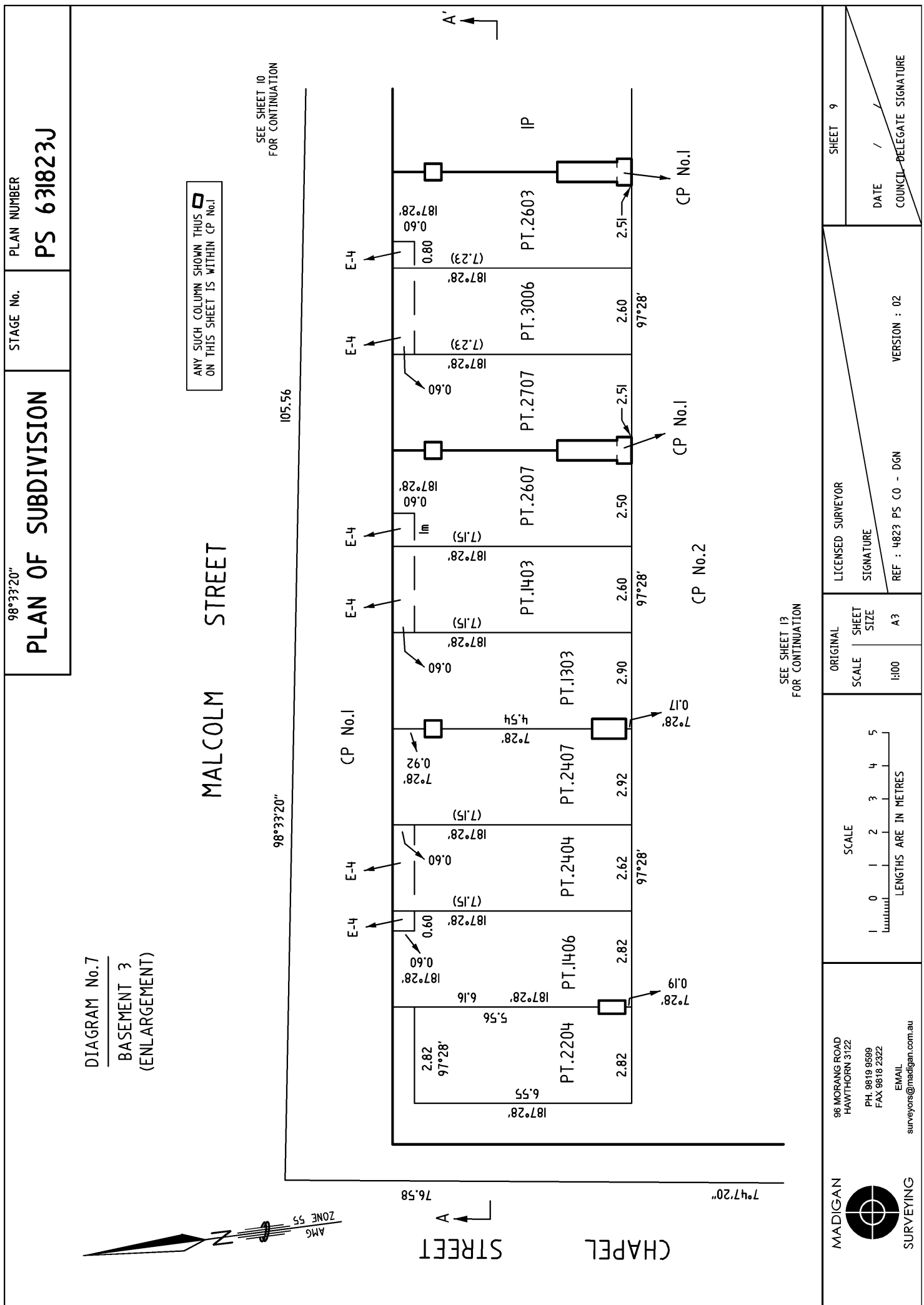
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VERSION : 02

SHEET 8

DATE

COUNCIL DELEGATE SIGNATURE



DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

ORIGINAL

SCALE

SHEET SIZE

A3

SCALE

LENGTHS ARE IN METRES

0 1 2 3 4 5

86 MORANG ROAD
HAWTHORN 3122

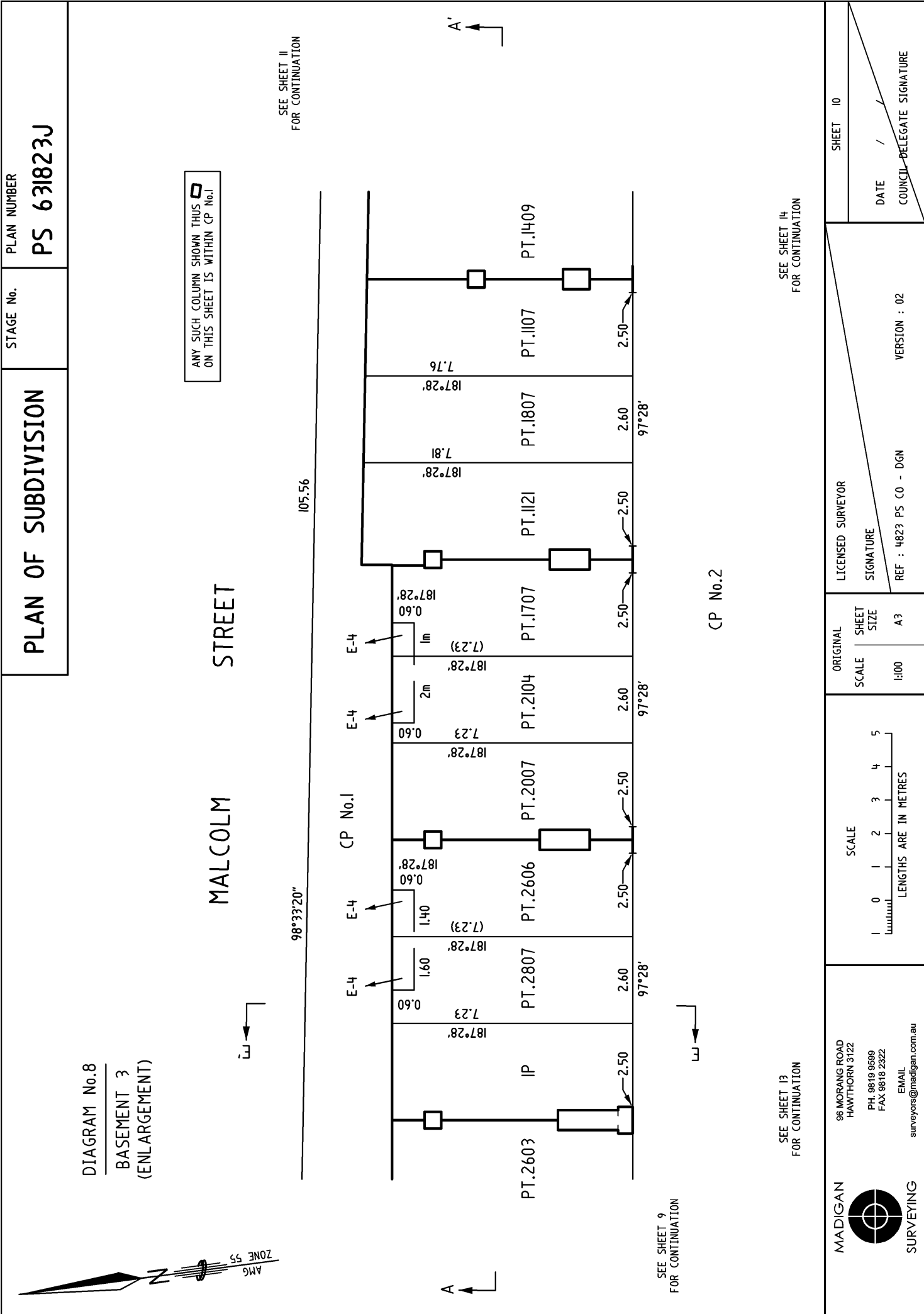
PH 9819 9599
FAX 9818 2322

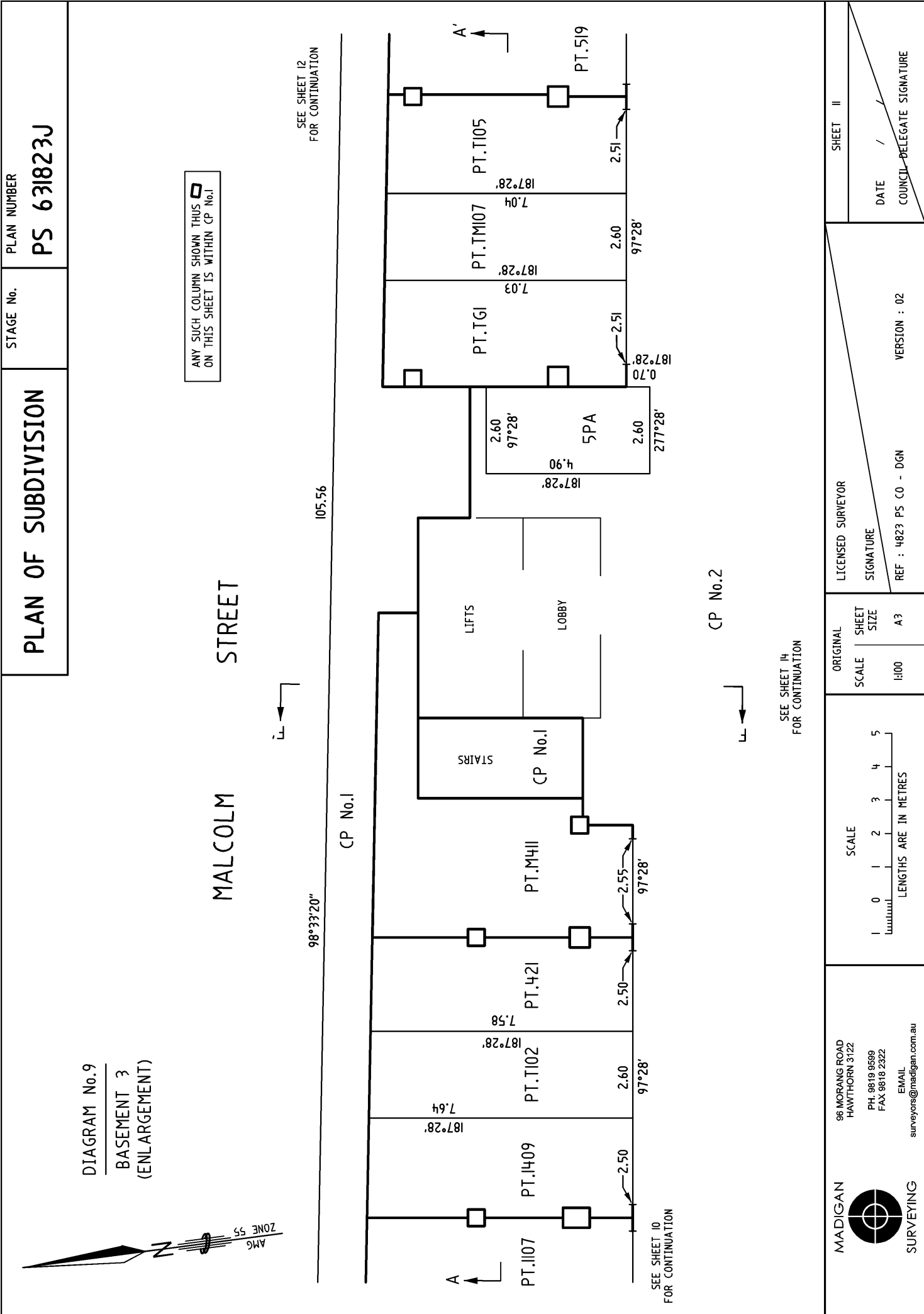
EMAIL
surveyors@madigan.com.au

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER

PS 631823J

DIAGRAM No.10

BASEMENT 3
(ENLARGEMENT)

MALCOLM STREET

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.1

98°33'20"

105.56

CP No.1

CP No.2

A

A →

SEE SHEET II
FOR CONTINUATION

SEE SHEET 15
FOR CONTINUATION

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96 MORANG ROAD
HAWTHORN 3122

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LICENSED SURVEYOR

SIGNATURE

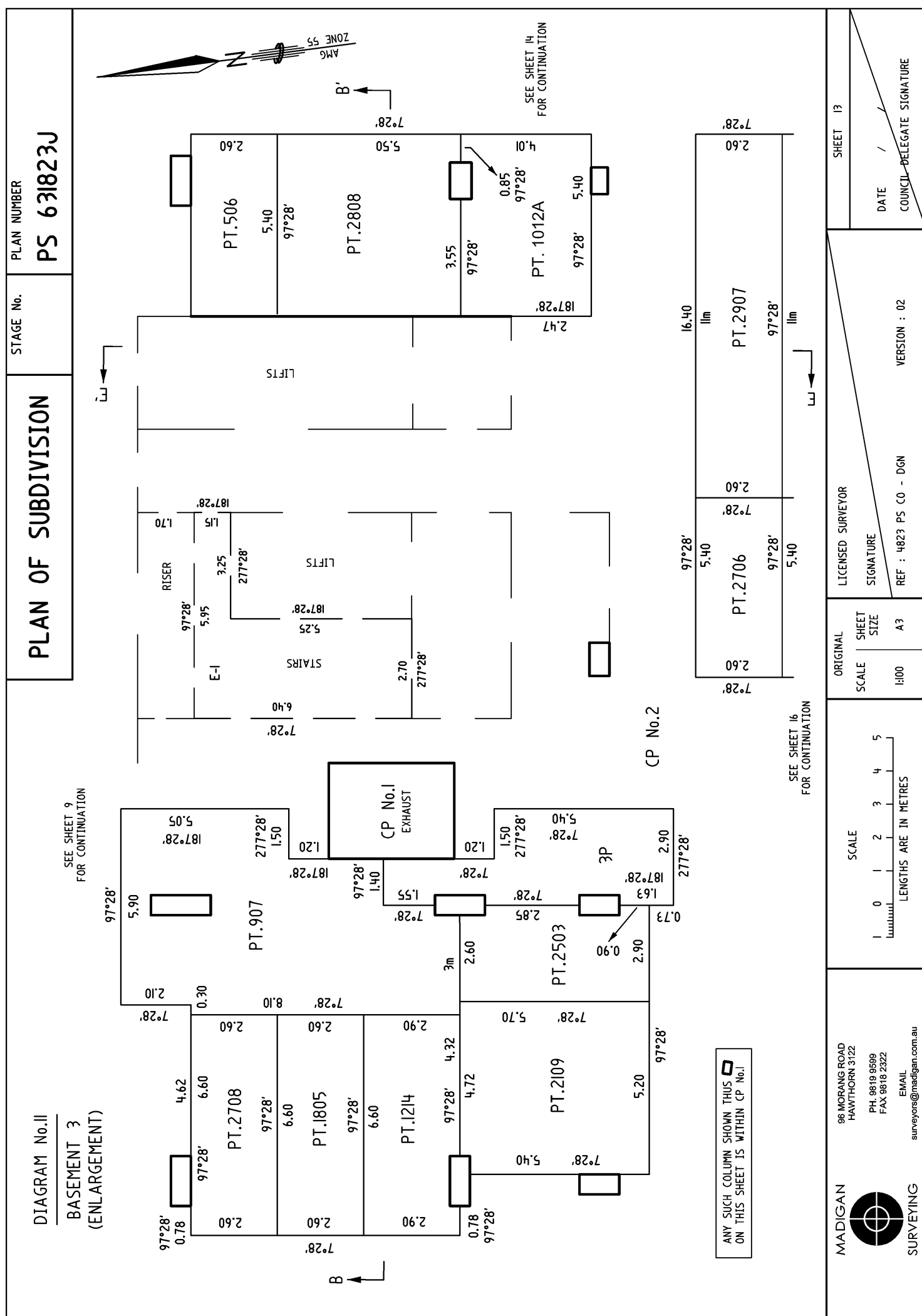
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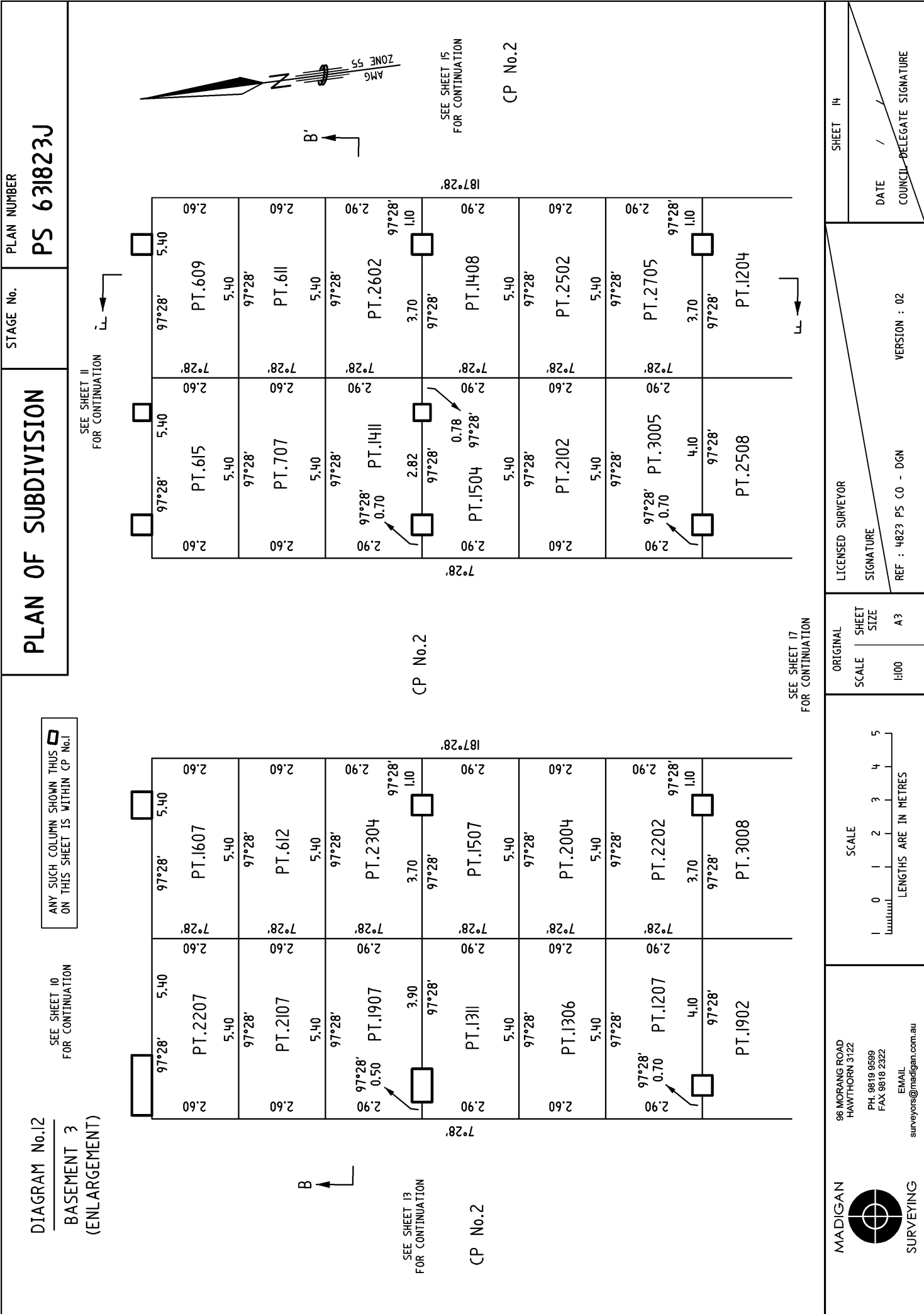
VERSION : 02

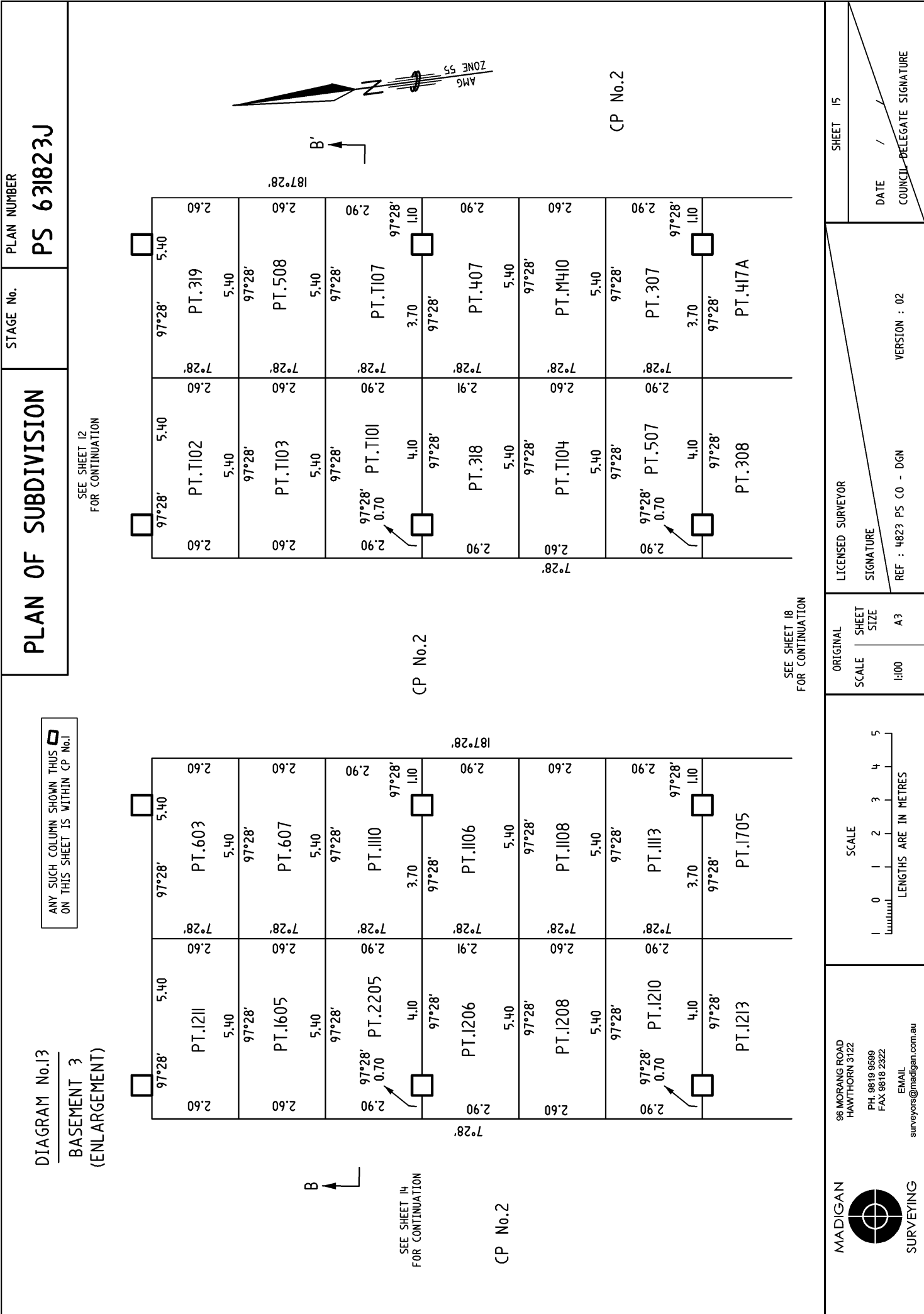
SHEET 12

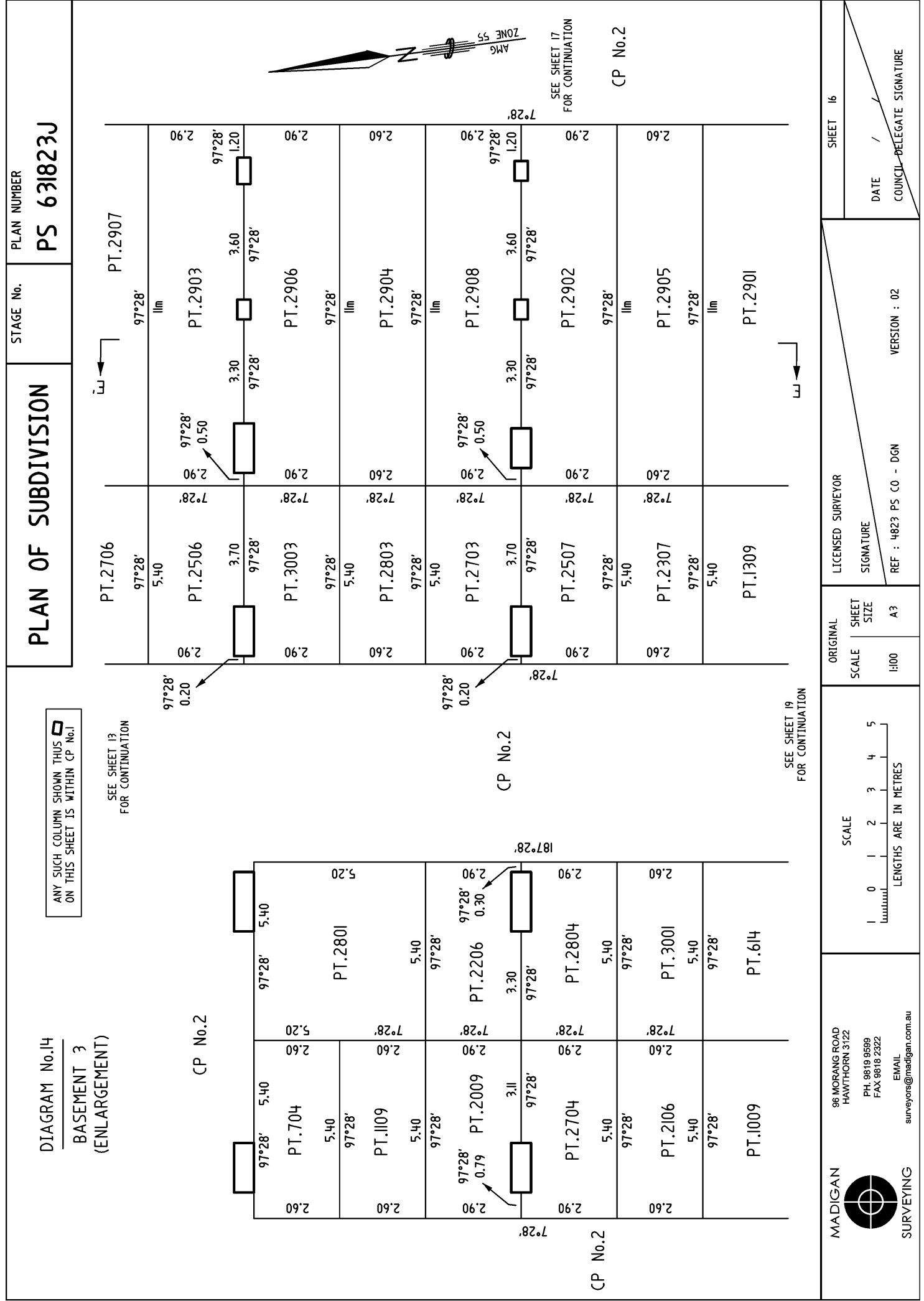
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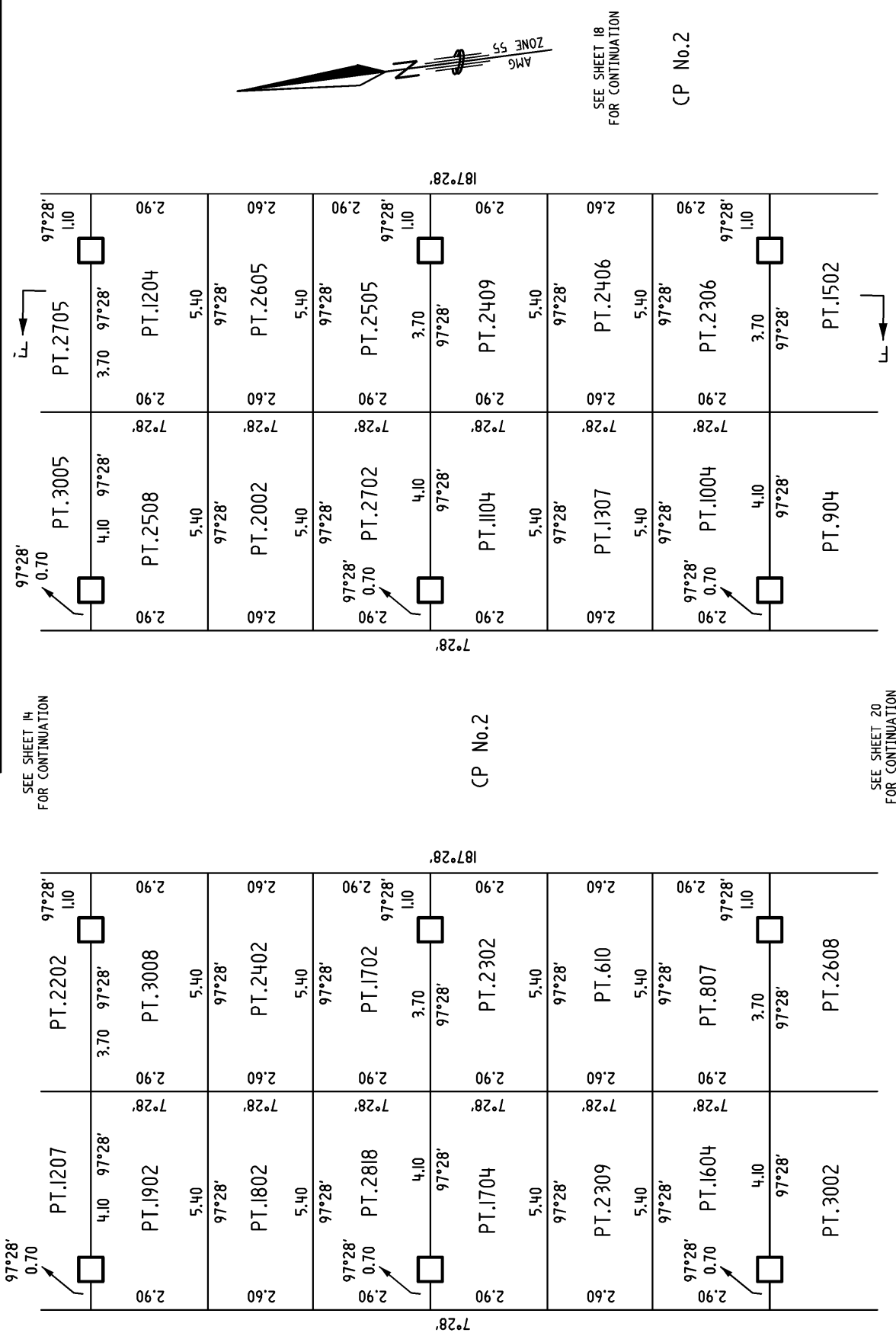
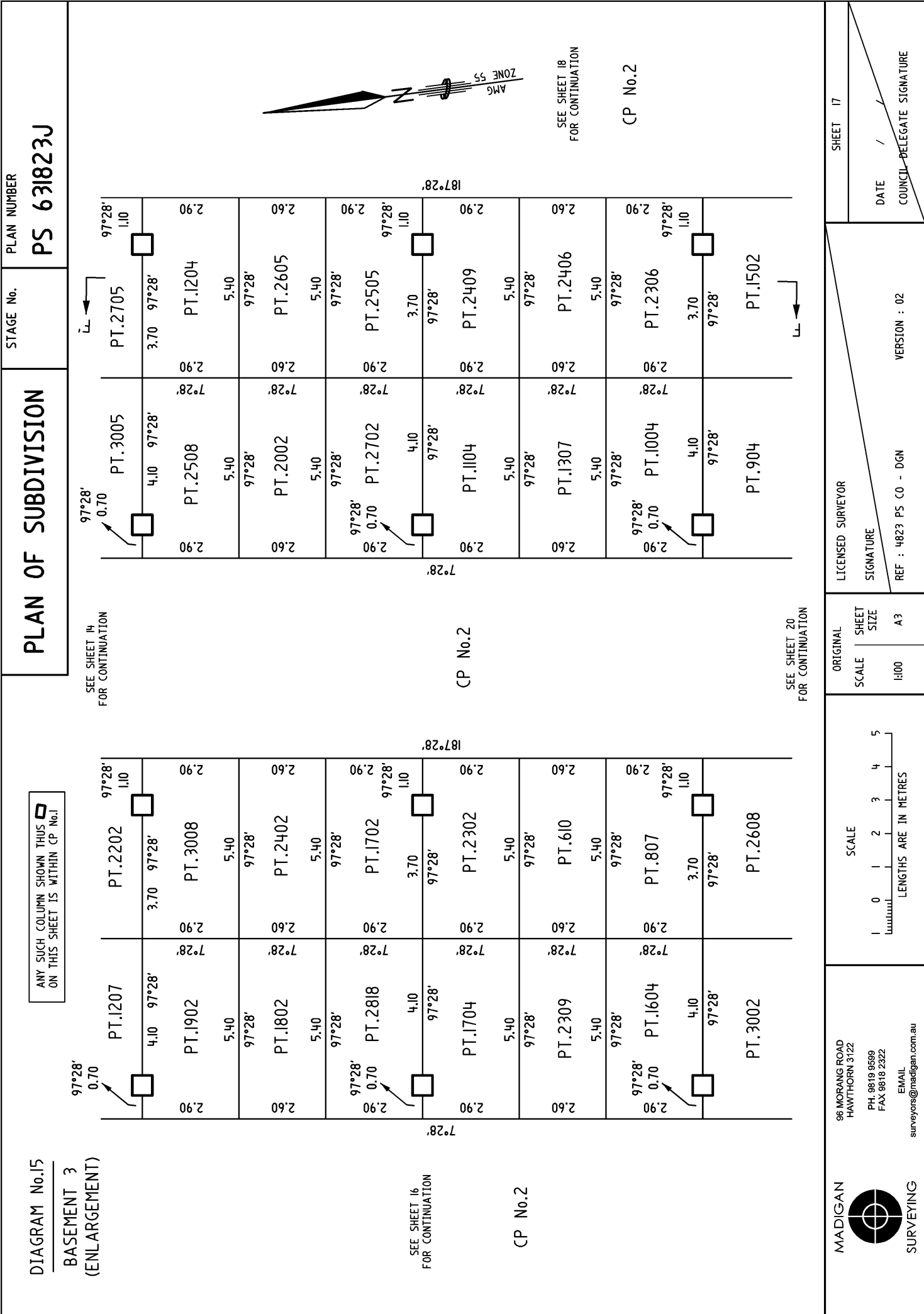
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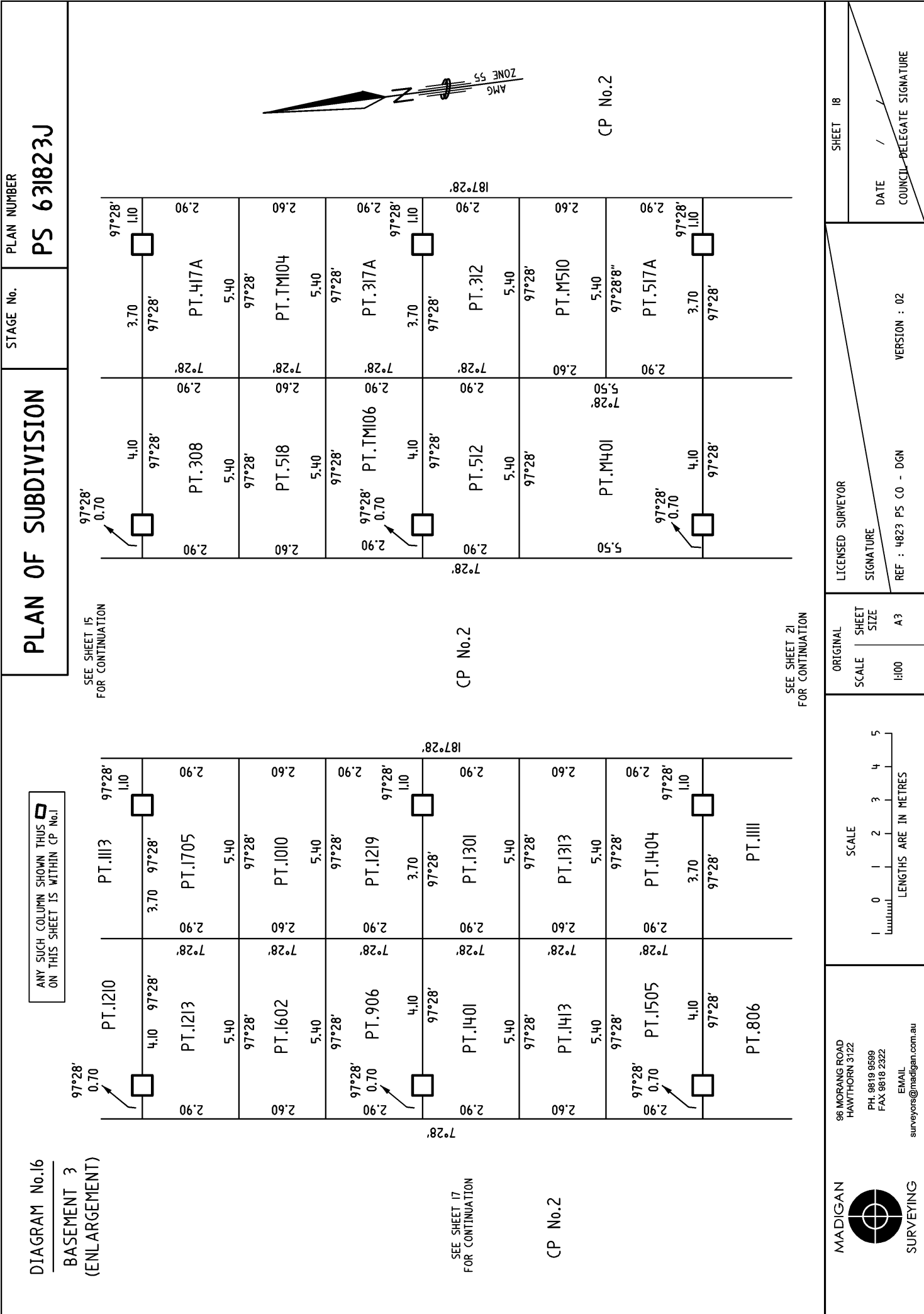


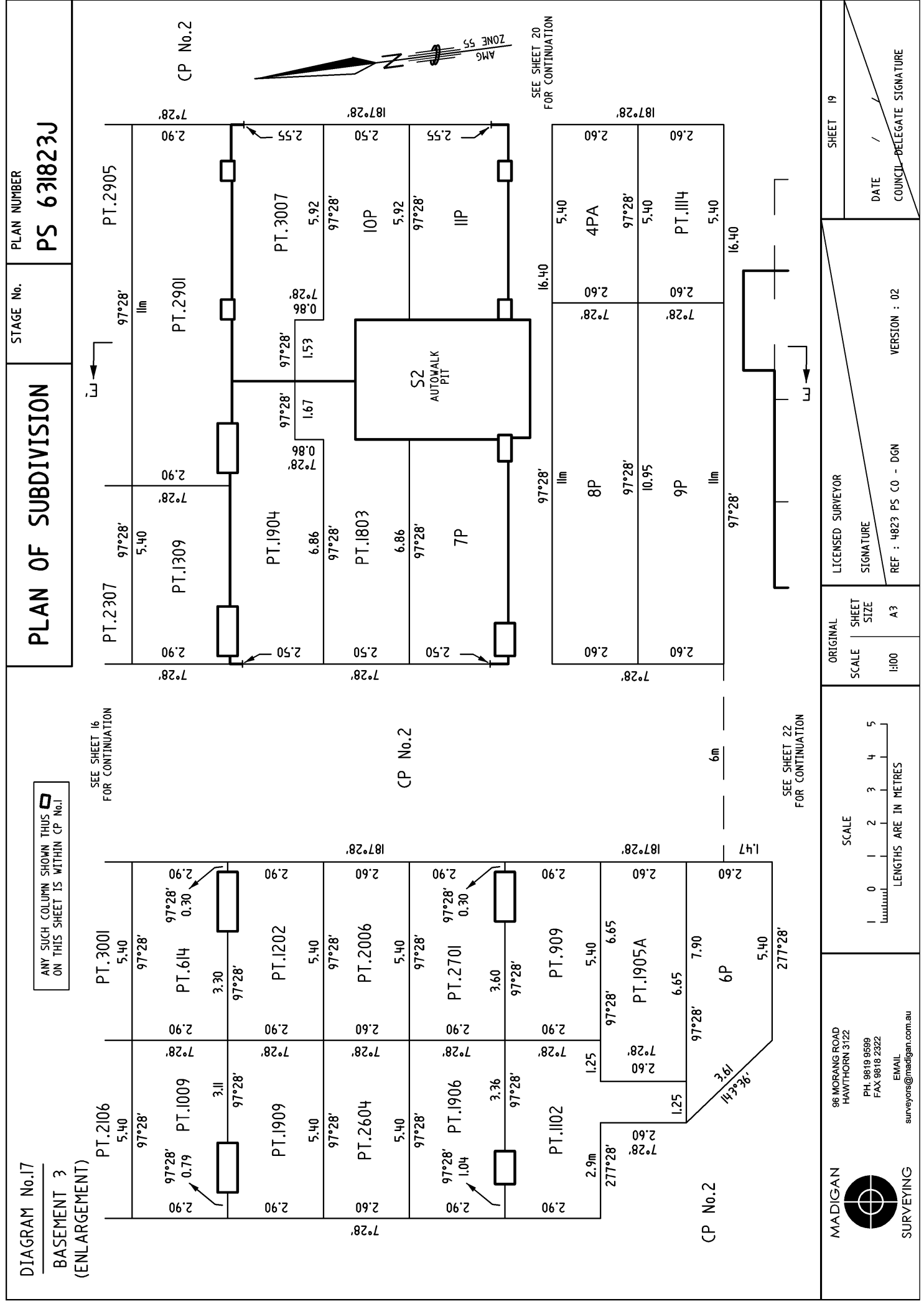


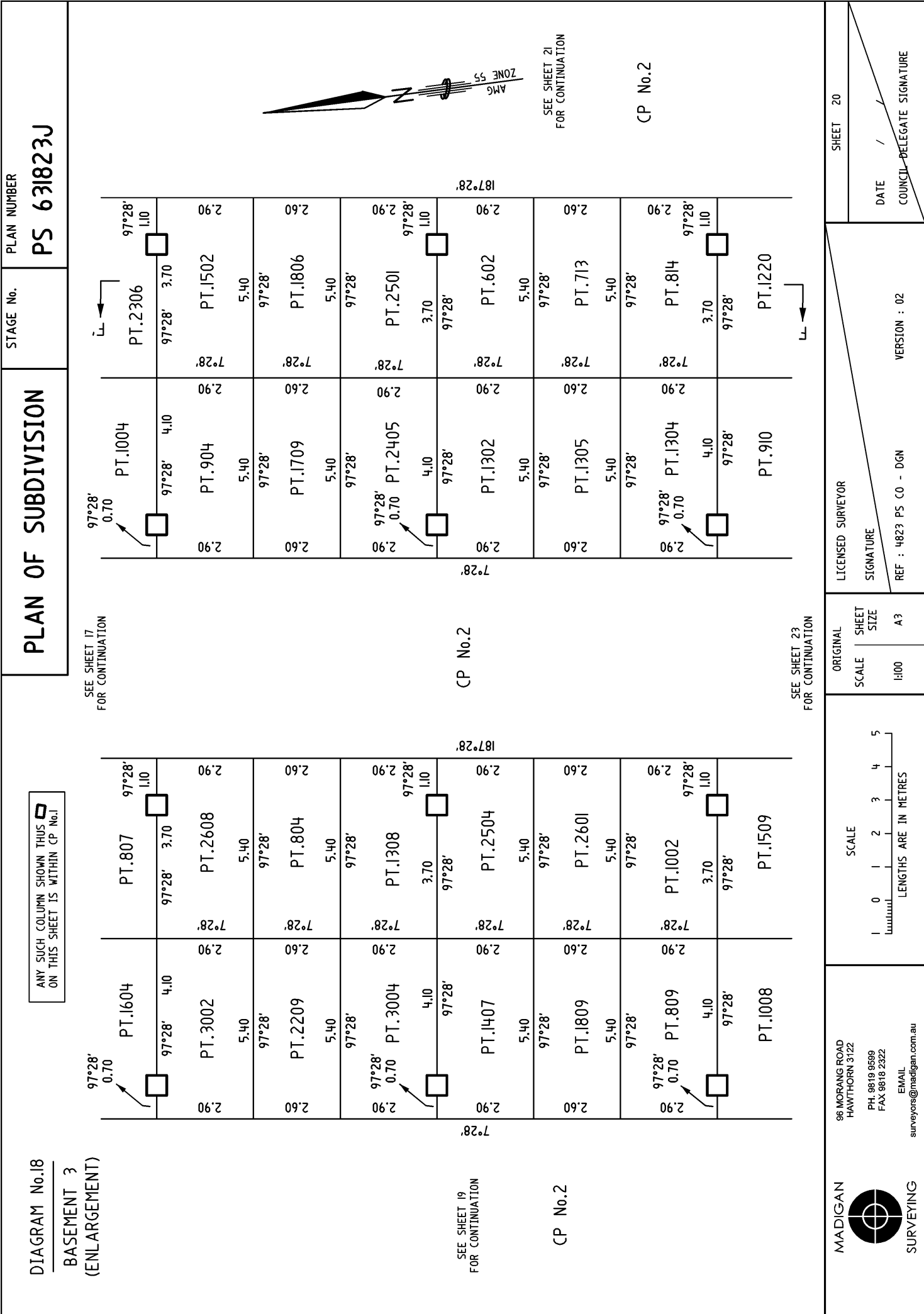


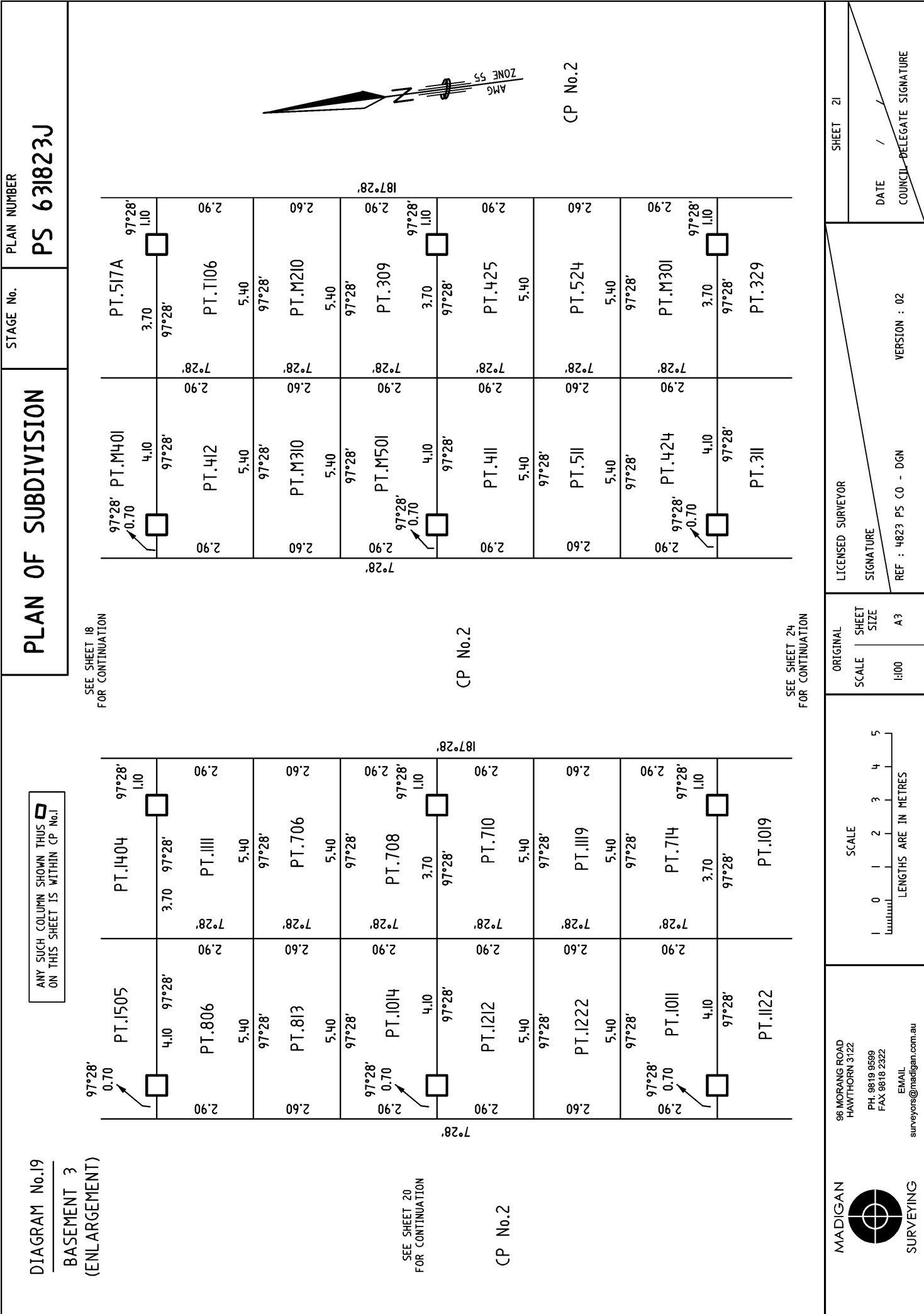


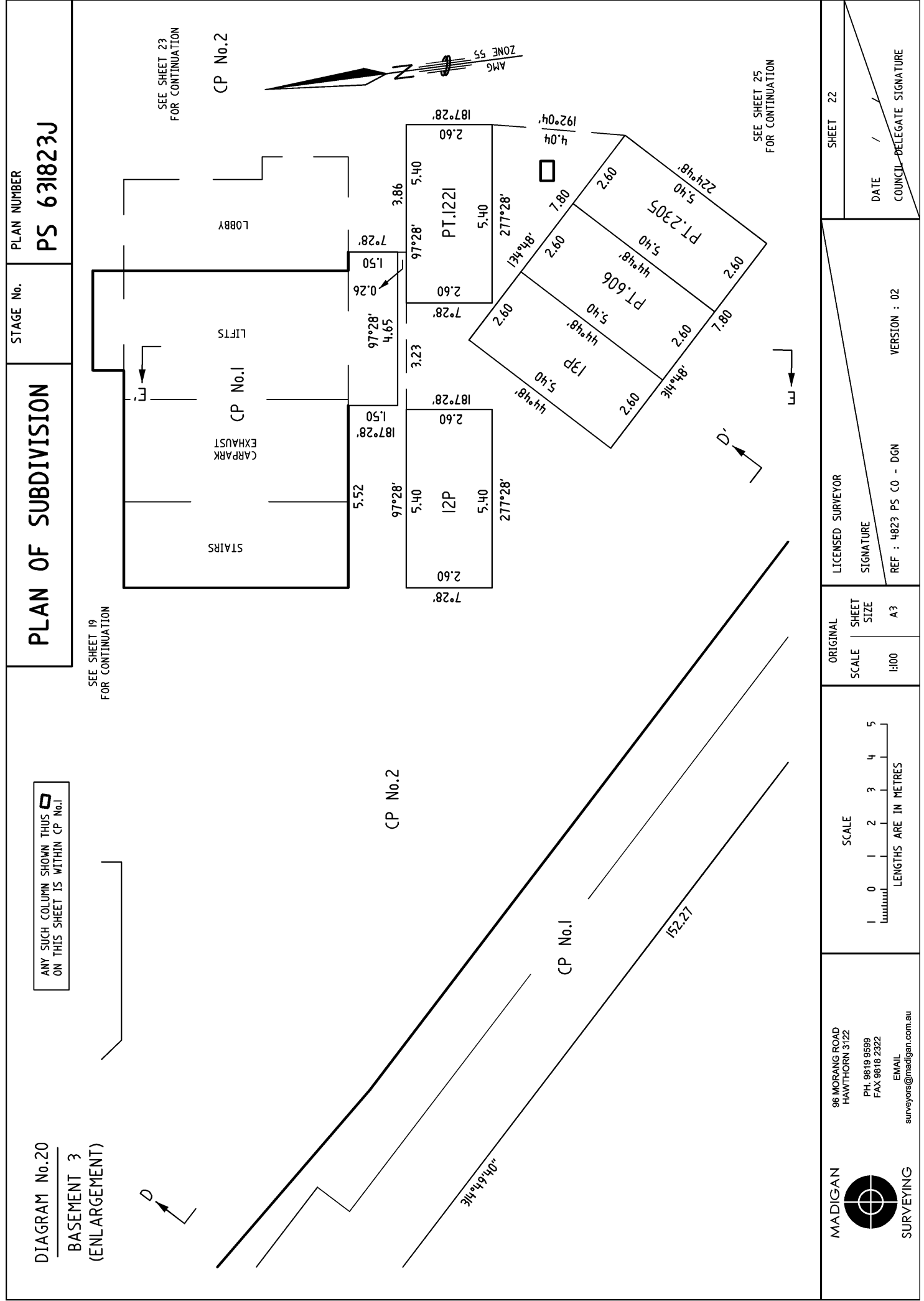


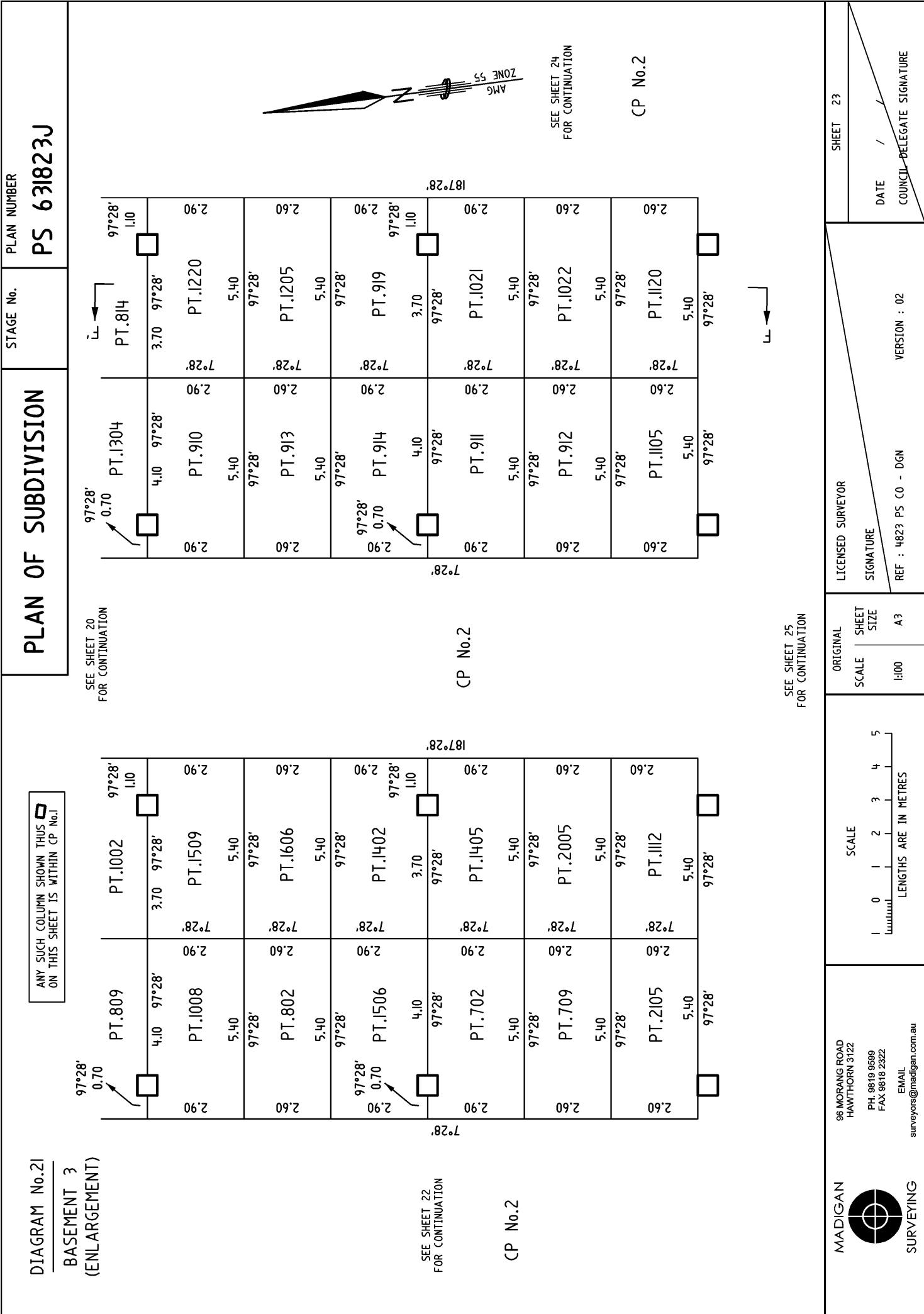


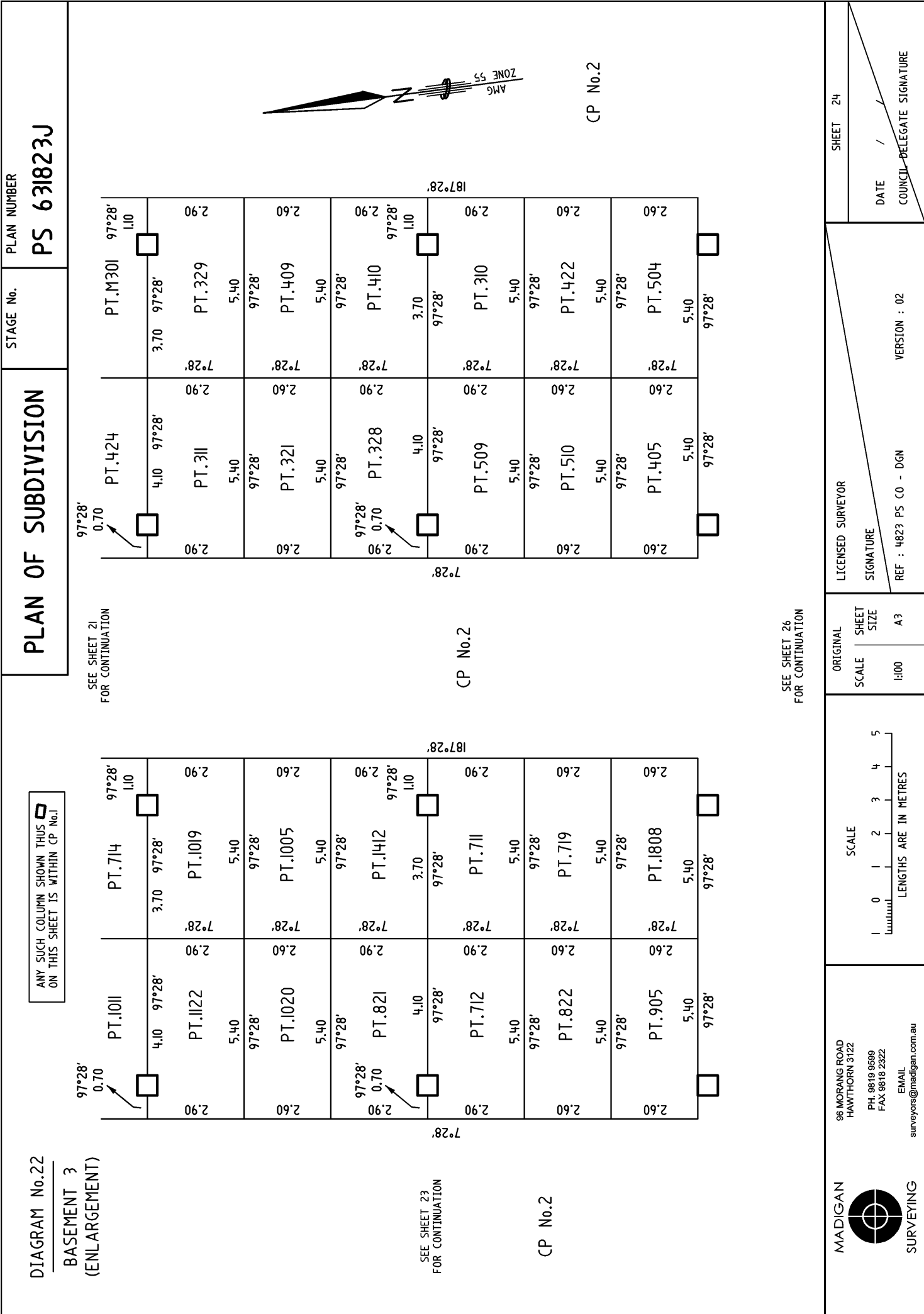


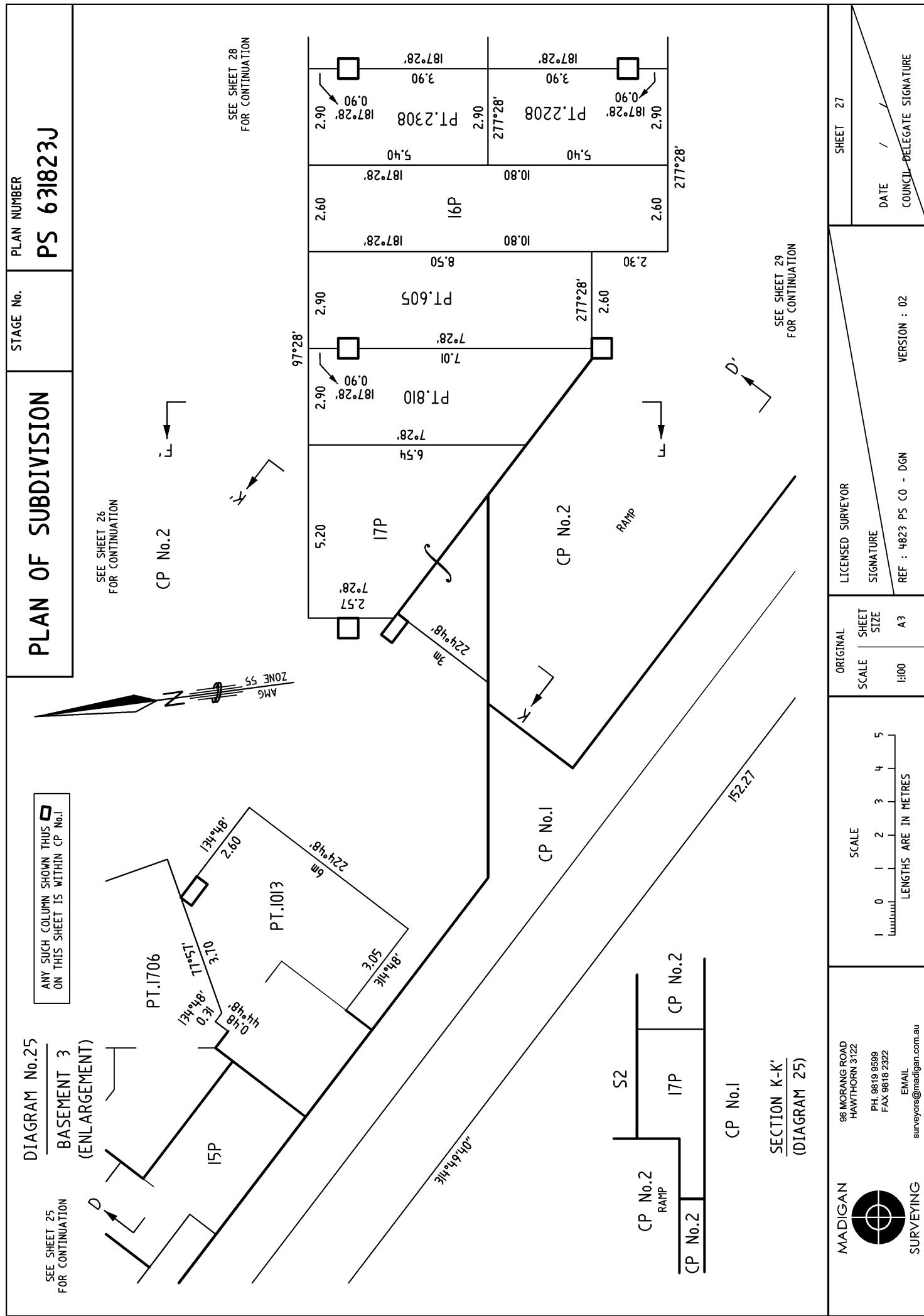


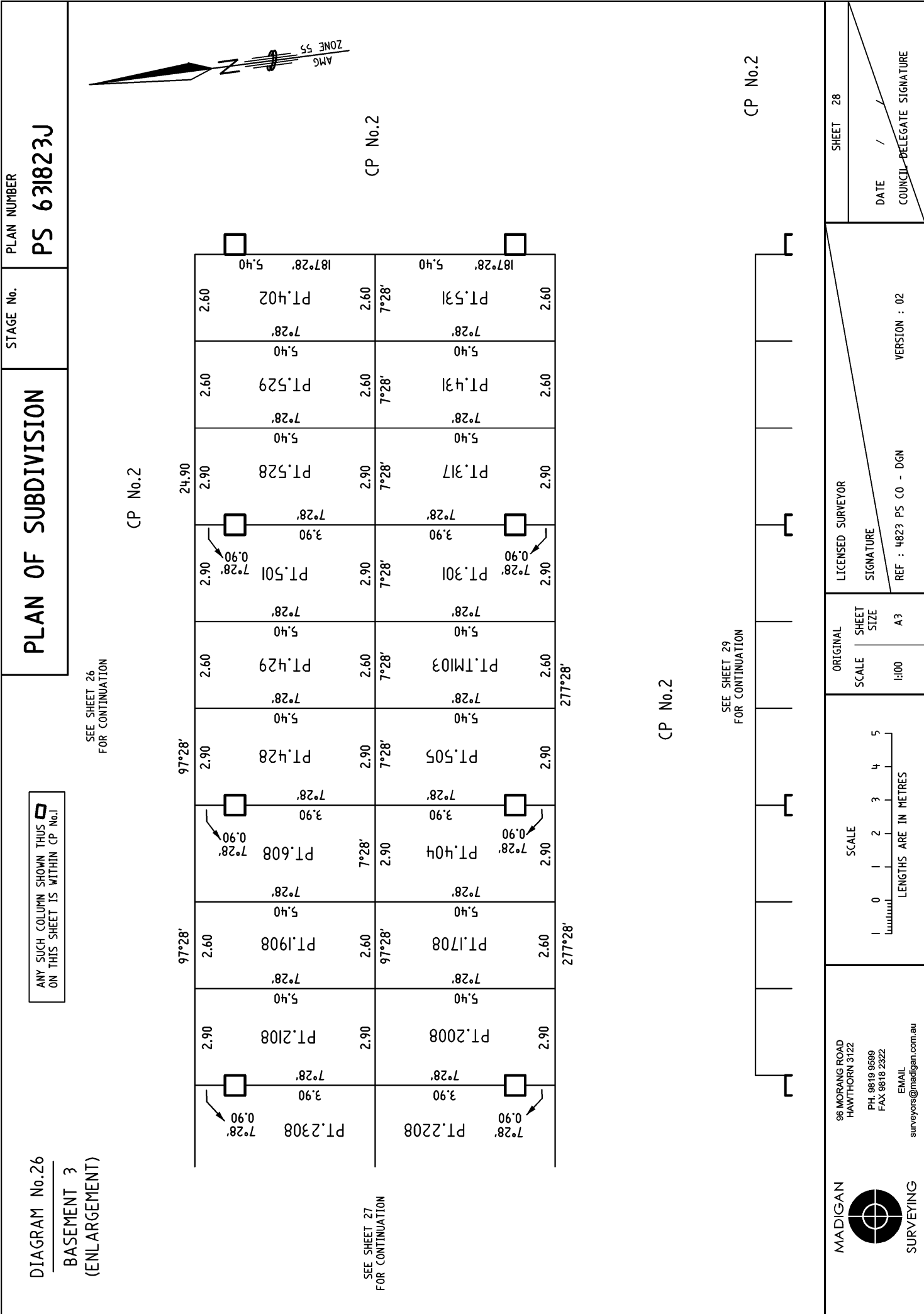


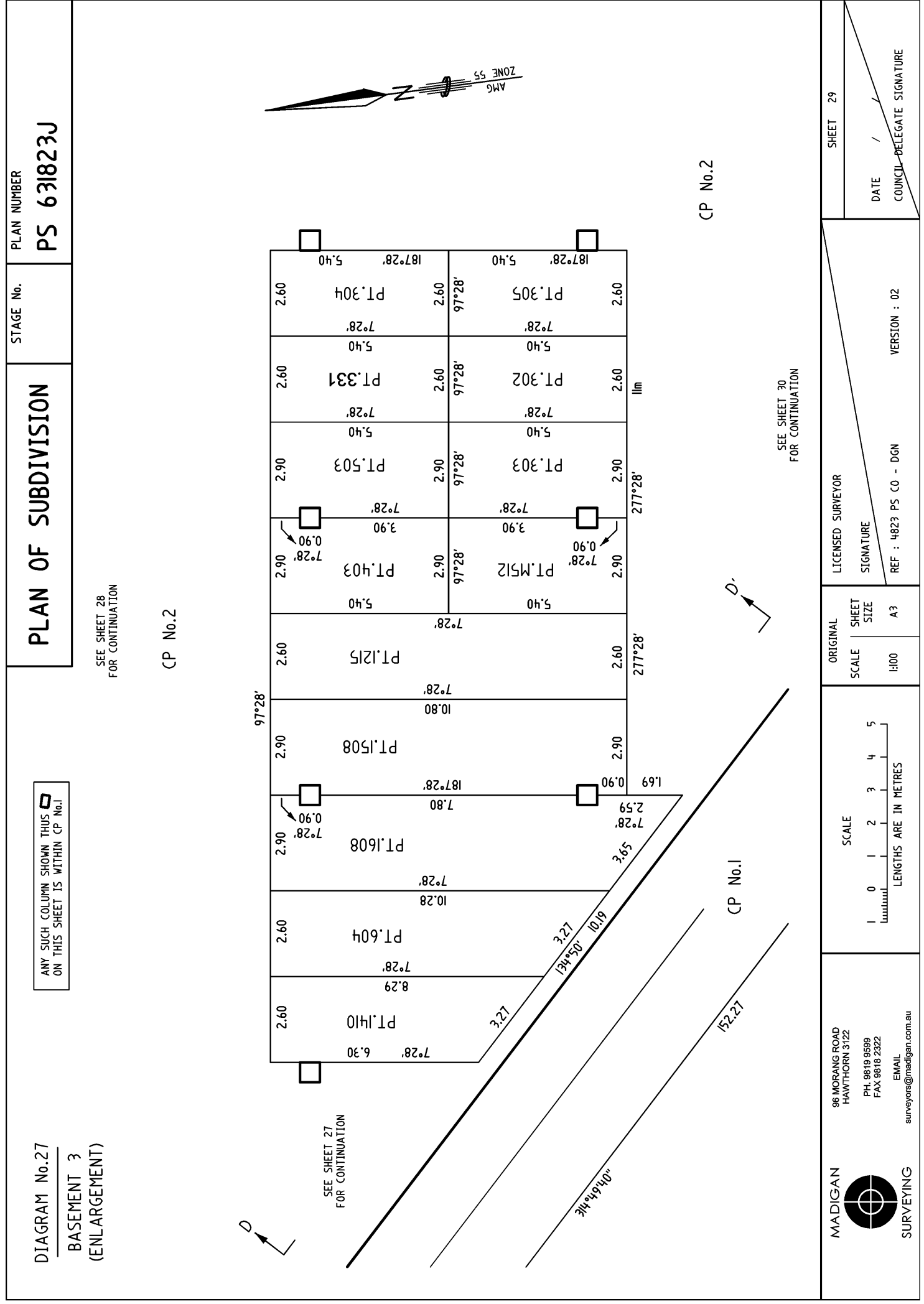


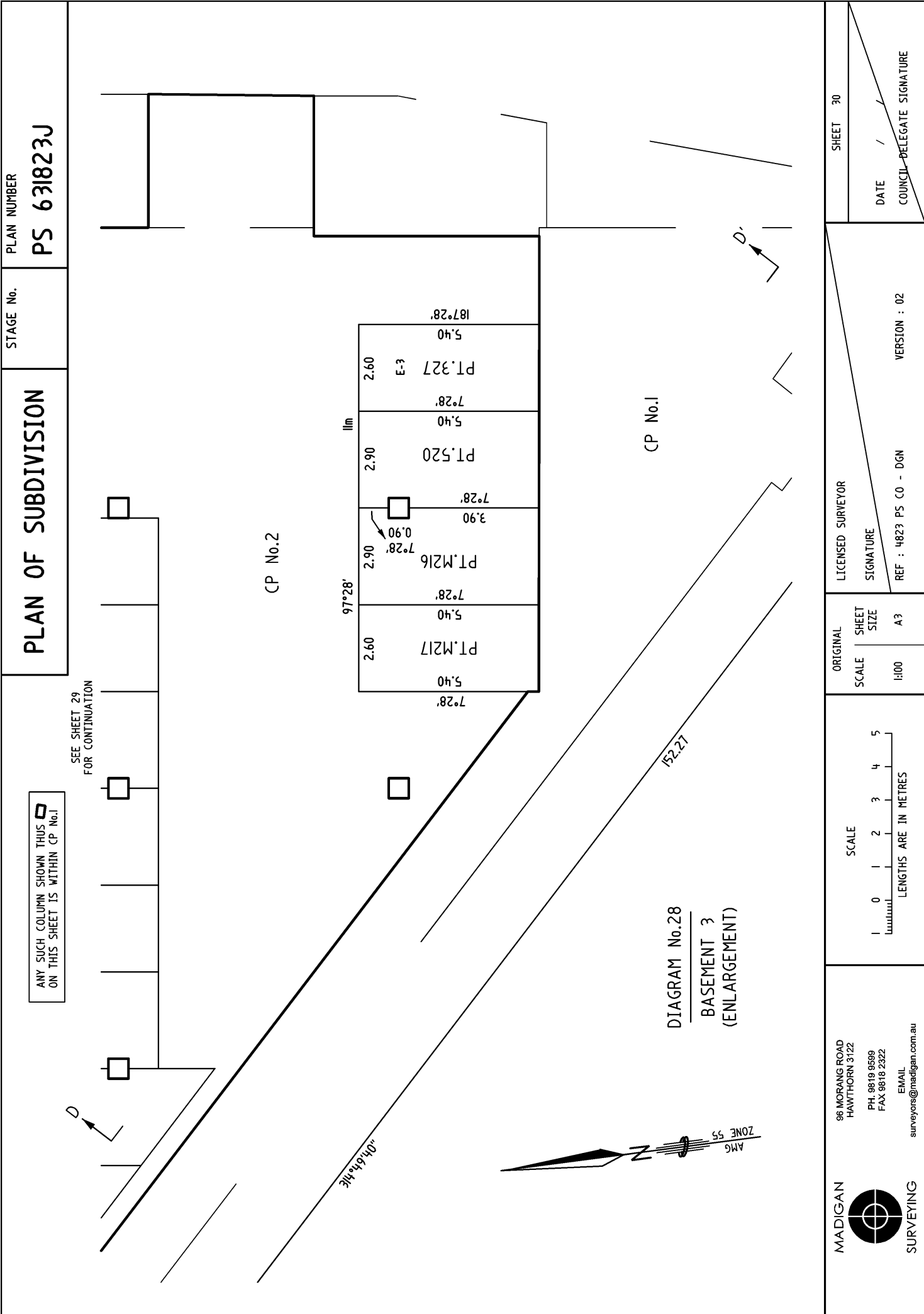












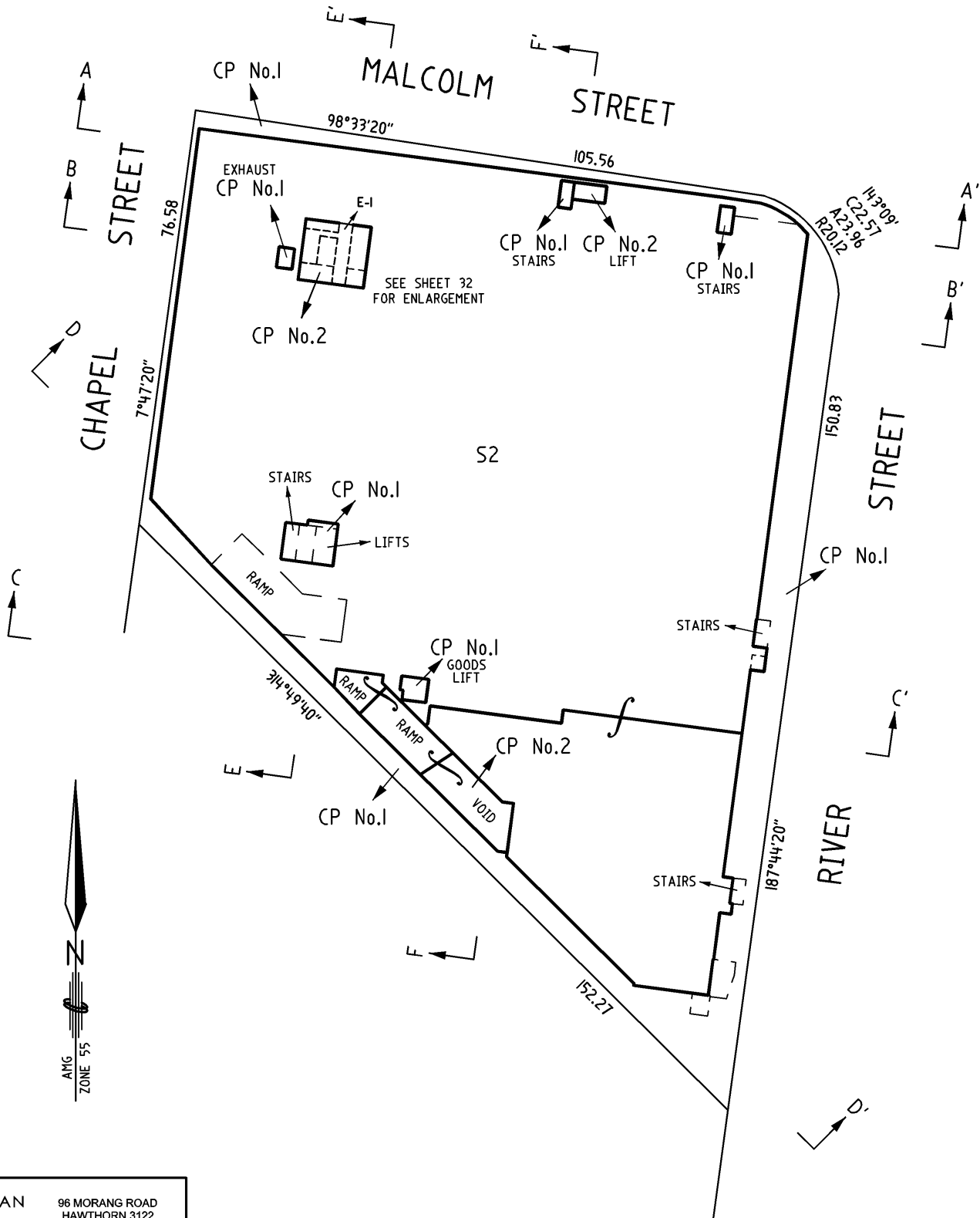
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.29
BASEMENT 2



MADIGAN

96 MORANG ROAD
HAWTHORN 3122

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SURVEYING

EMAIL
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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:750

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 31

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

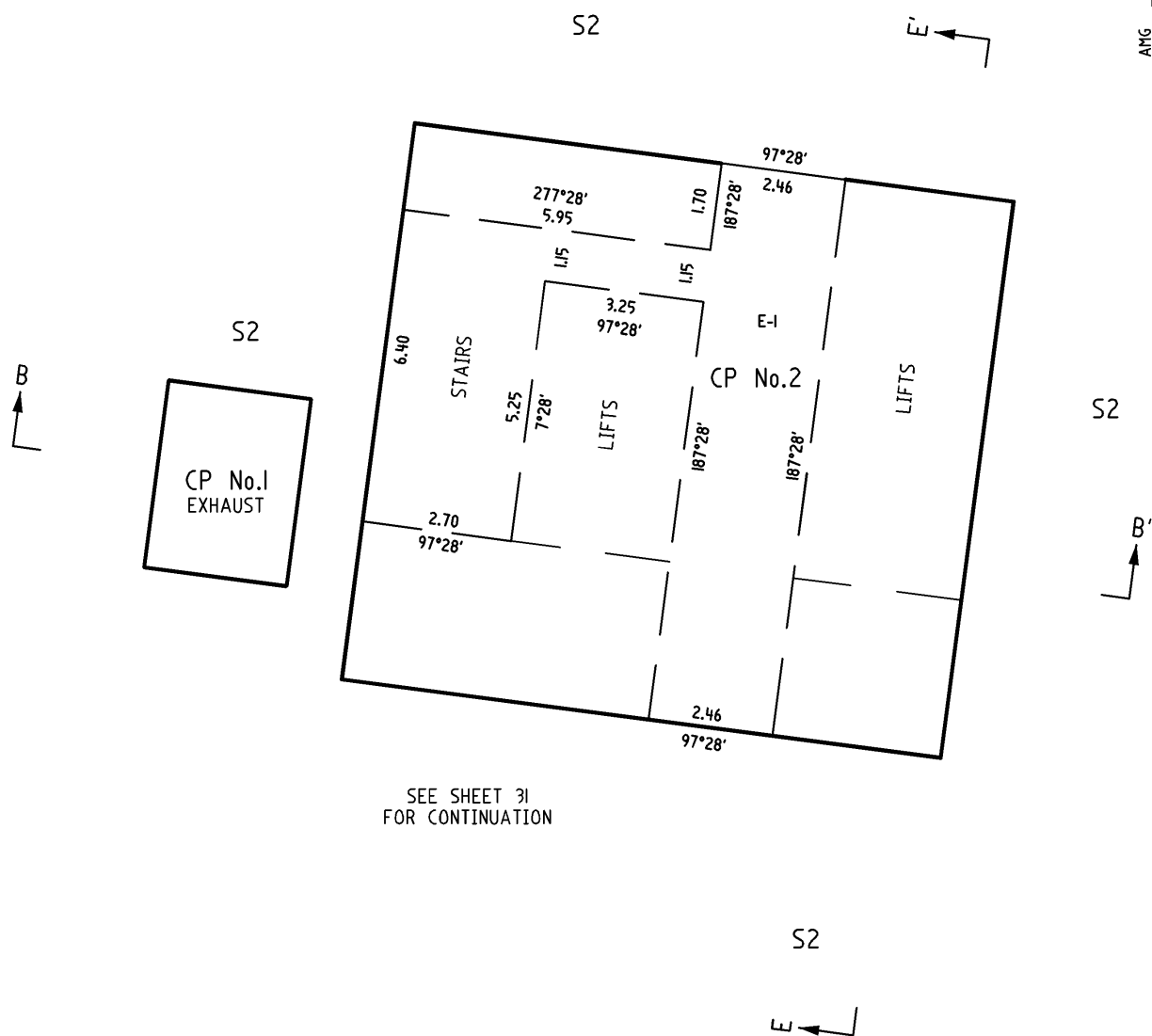
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.30

BASEMENT 2
(ENLARGEMENT)



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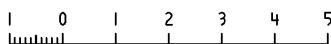
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surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:100

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 32

DATE

COUNCIL DELEGATE SIGNATURE

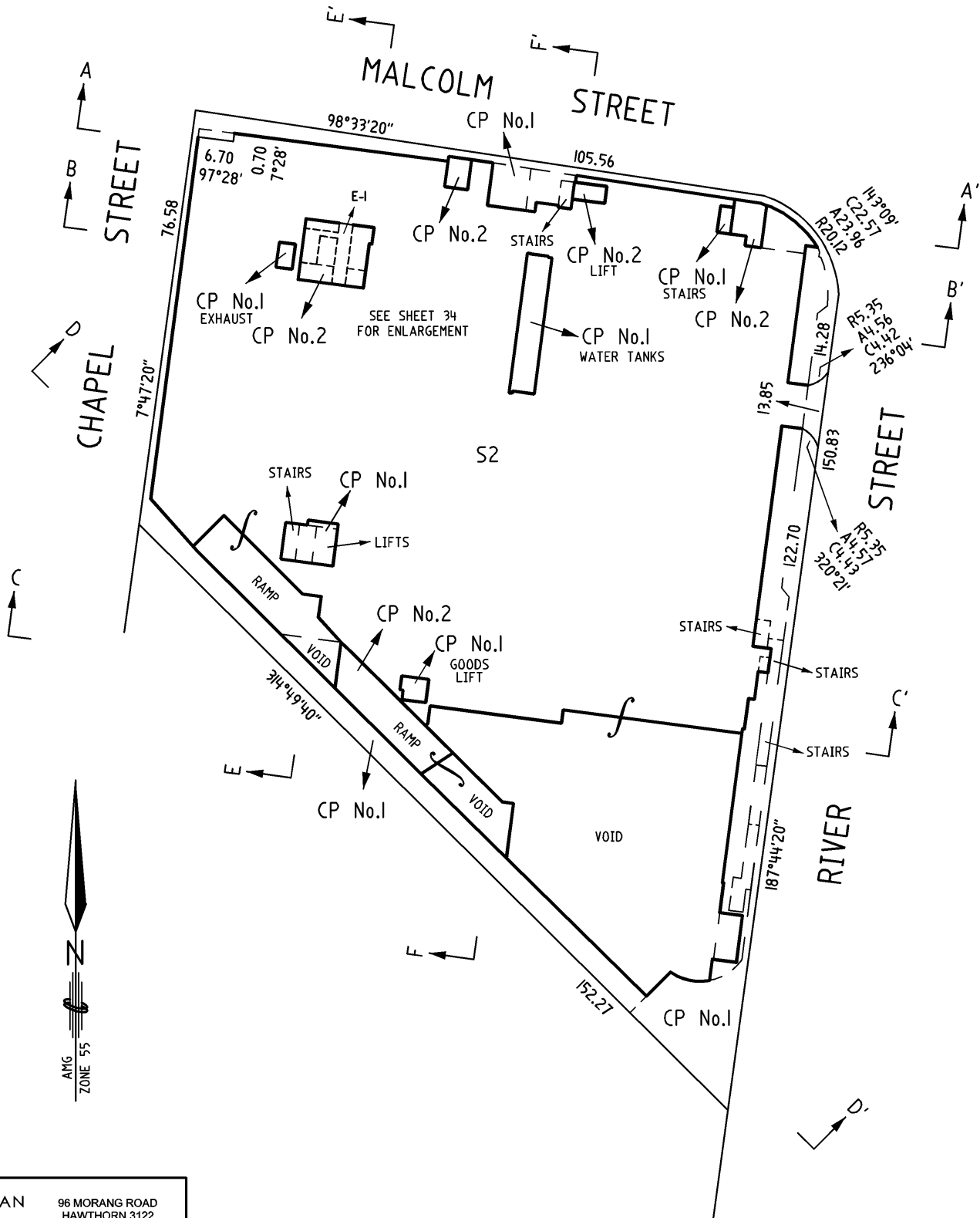
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.31
BASEMENT 1



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:750 SIZE
A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 33

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

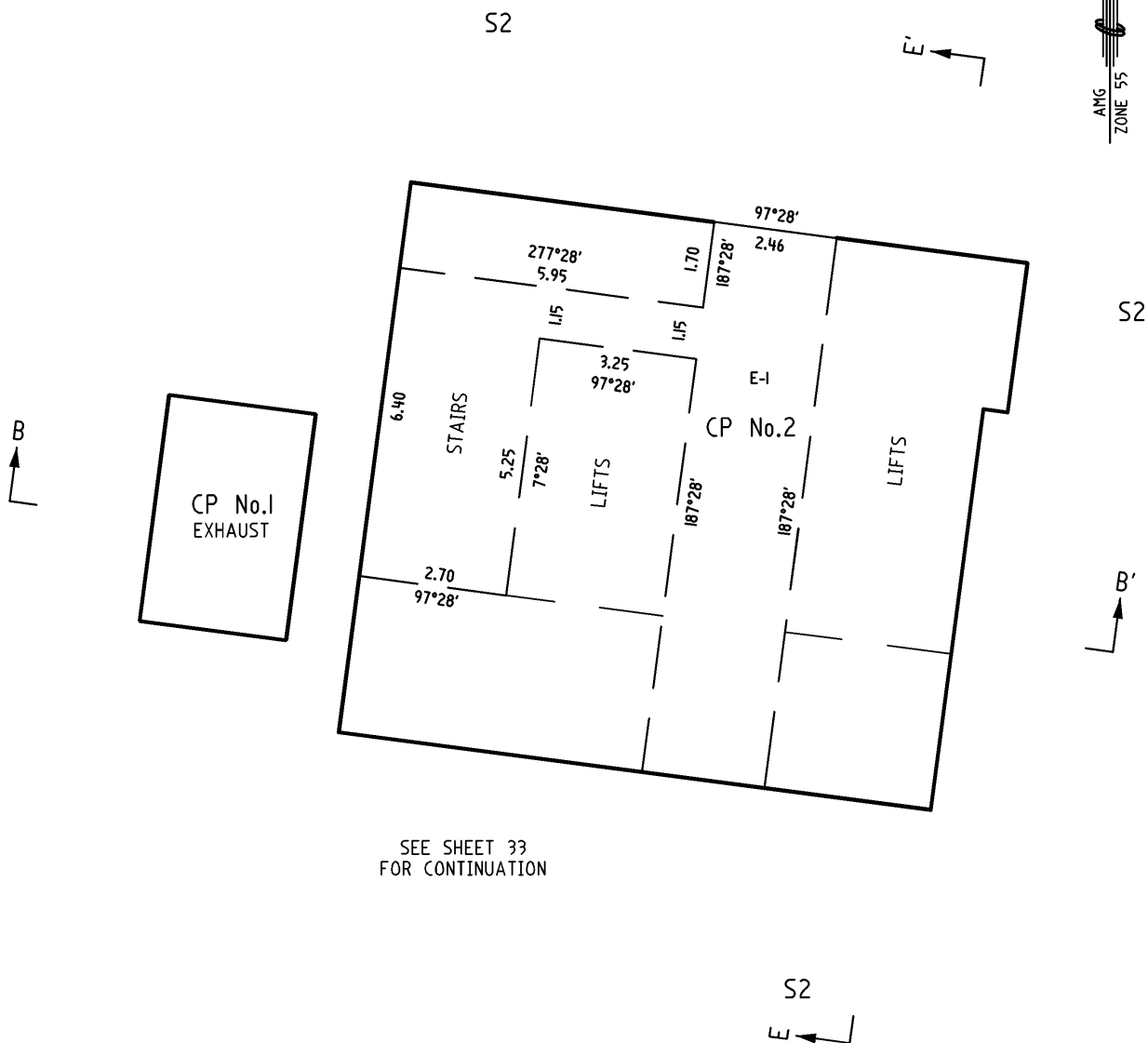
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.32

BASEMENT I
(ENLARGEMENT)



MADIGAN



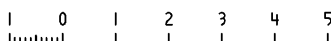
SURVEYING

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EMAIL
surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:100

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 34

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

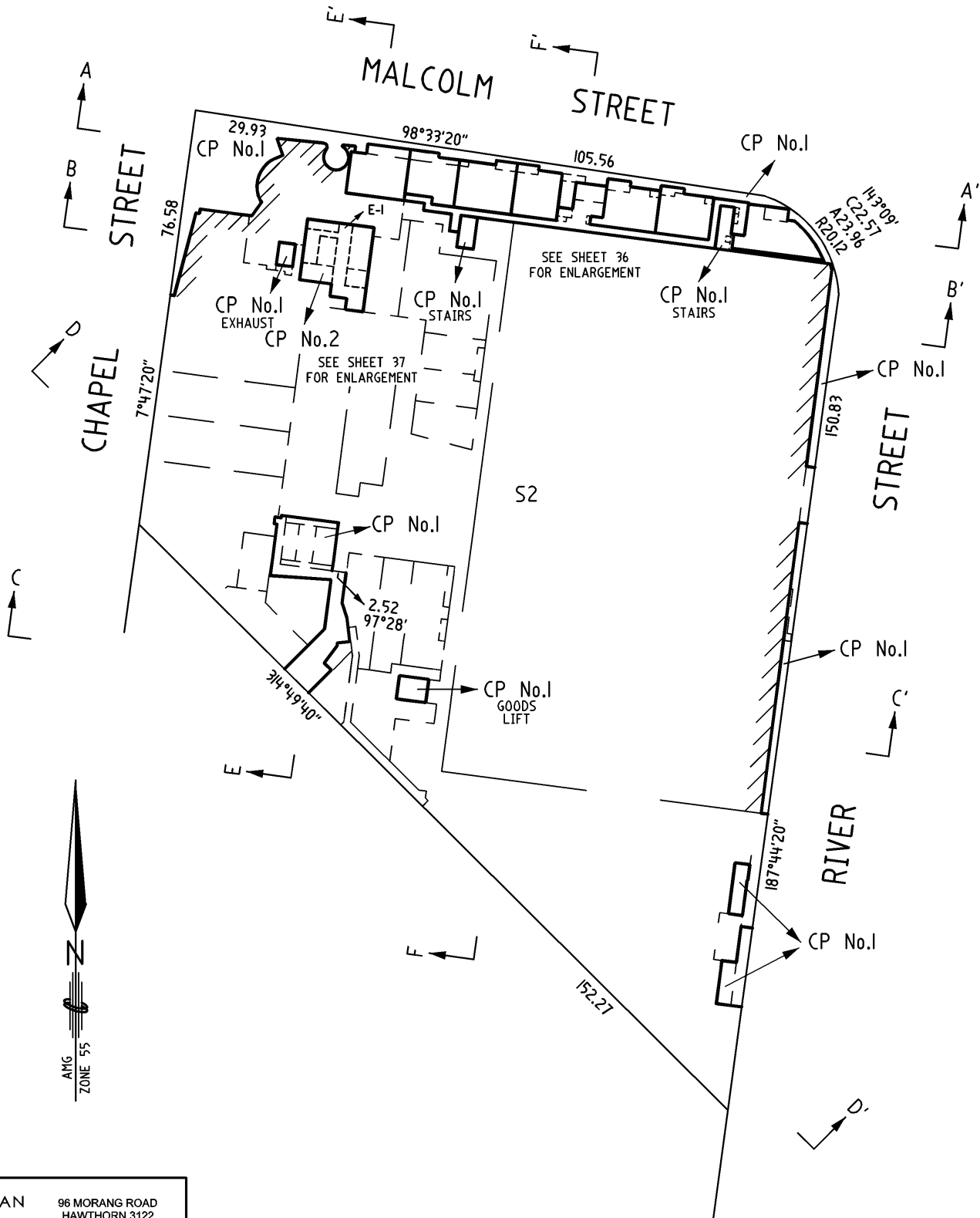
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.33

LEVEL 1



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96 MORANG ROAD
HAWTHORN 3122



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET SIZE

1:750

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 35

DATE

COUNCIL DELEGATE SIGNATURE

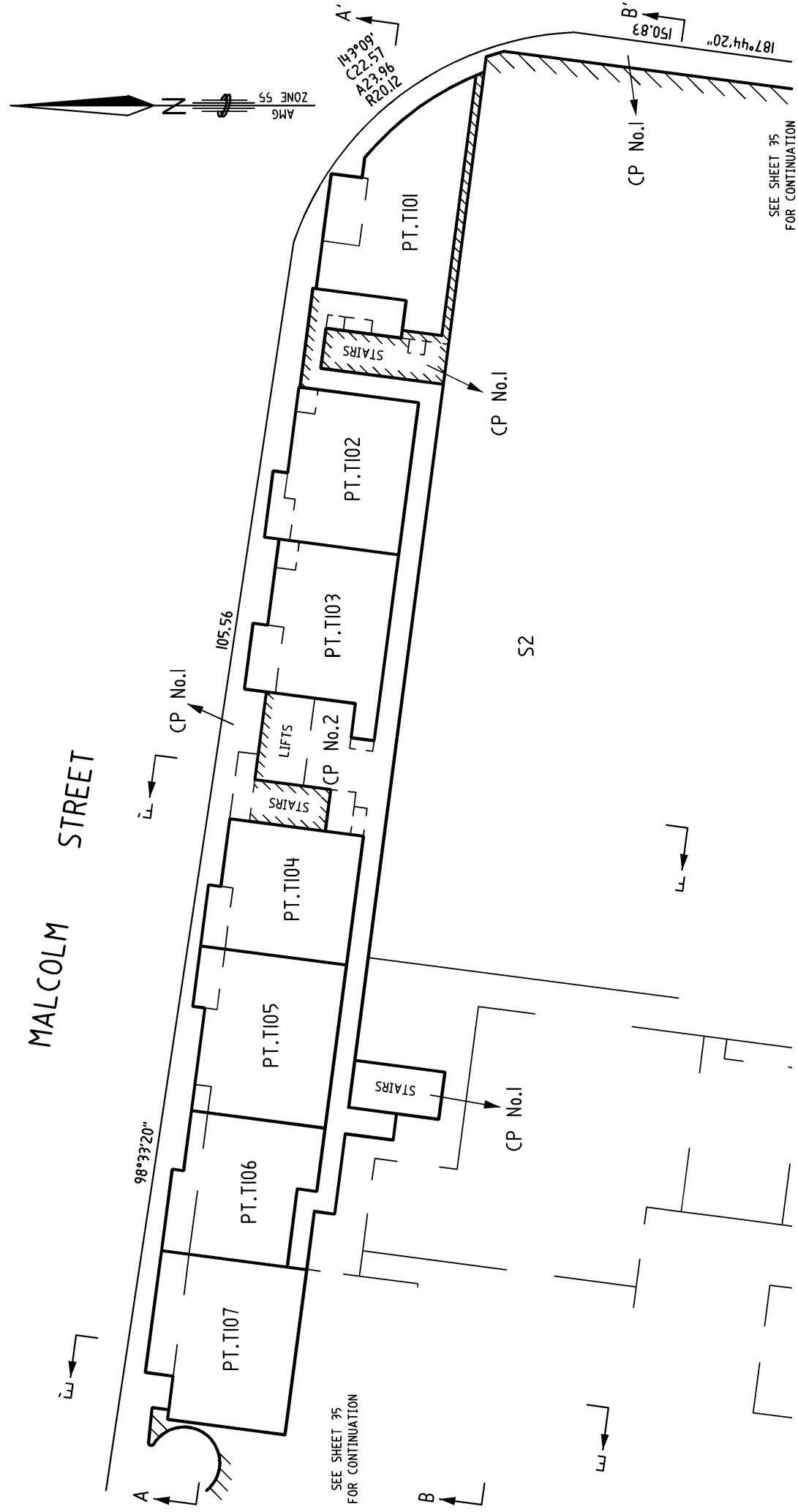
DIAGRAM No.34
LEVEL I
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER

PS 631823J



MADIGAN



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FAX 9818 2322

EMAIL
surveyors@madigan.com.au

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 36

DATE _____

~~COUNCIL DELEGATE SIGNATURE~~

PLAN OF SUBDIVISION

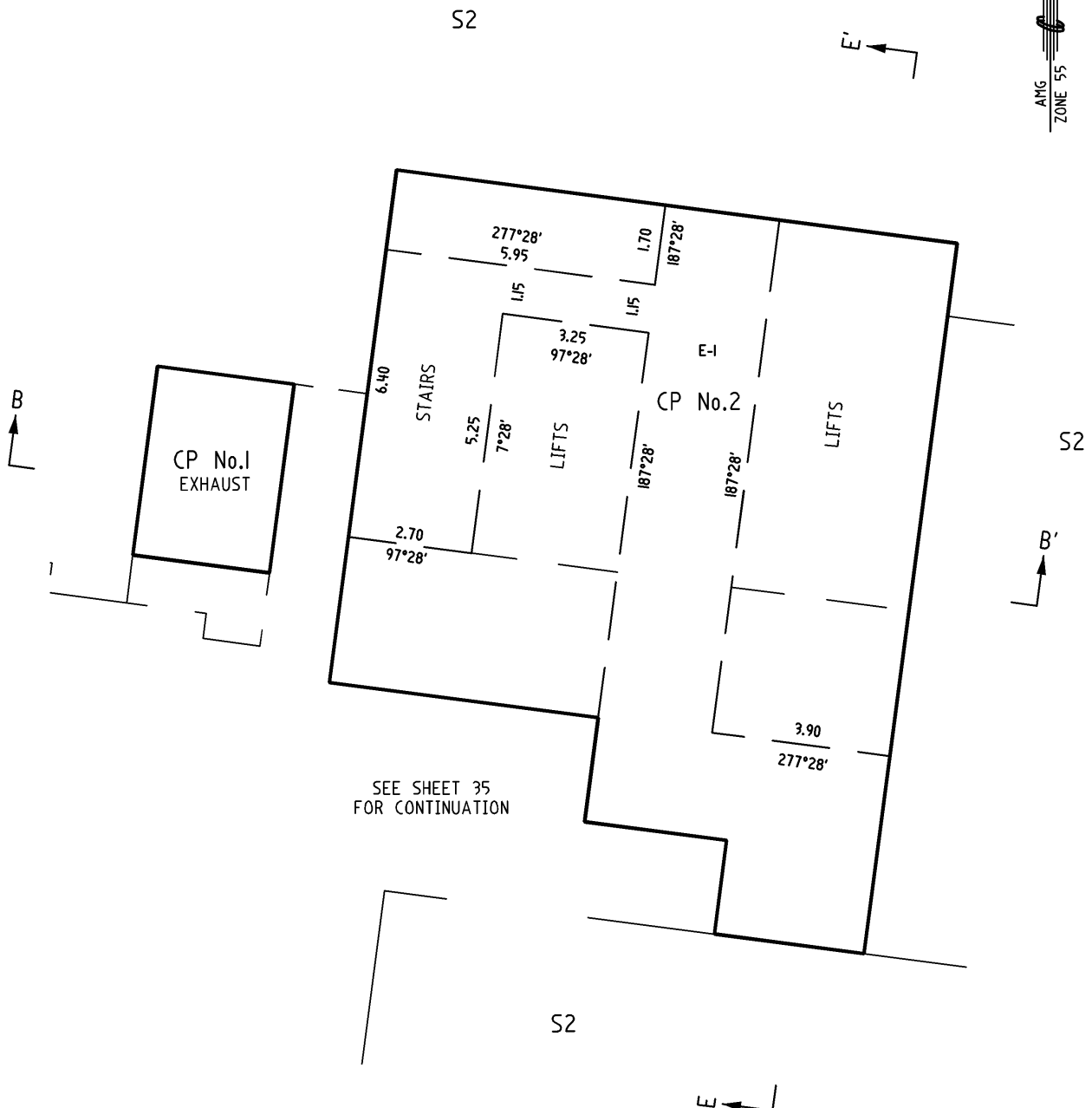
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.35

LEVEL I
(ENLARGEMENT)



MADIGAN



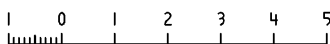
SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:100

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 37

DATE

COUNCIL DELEGATE SIGNATURE

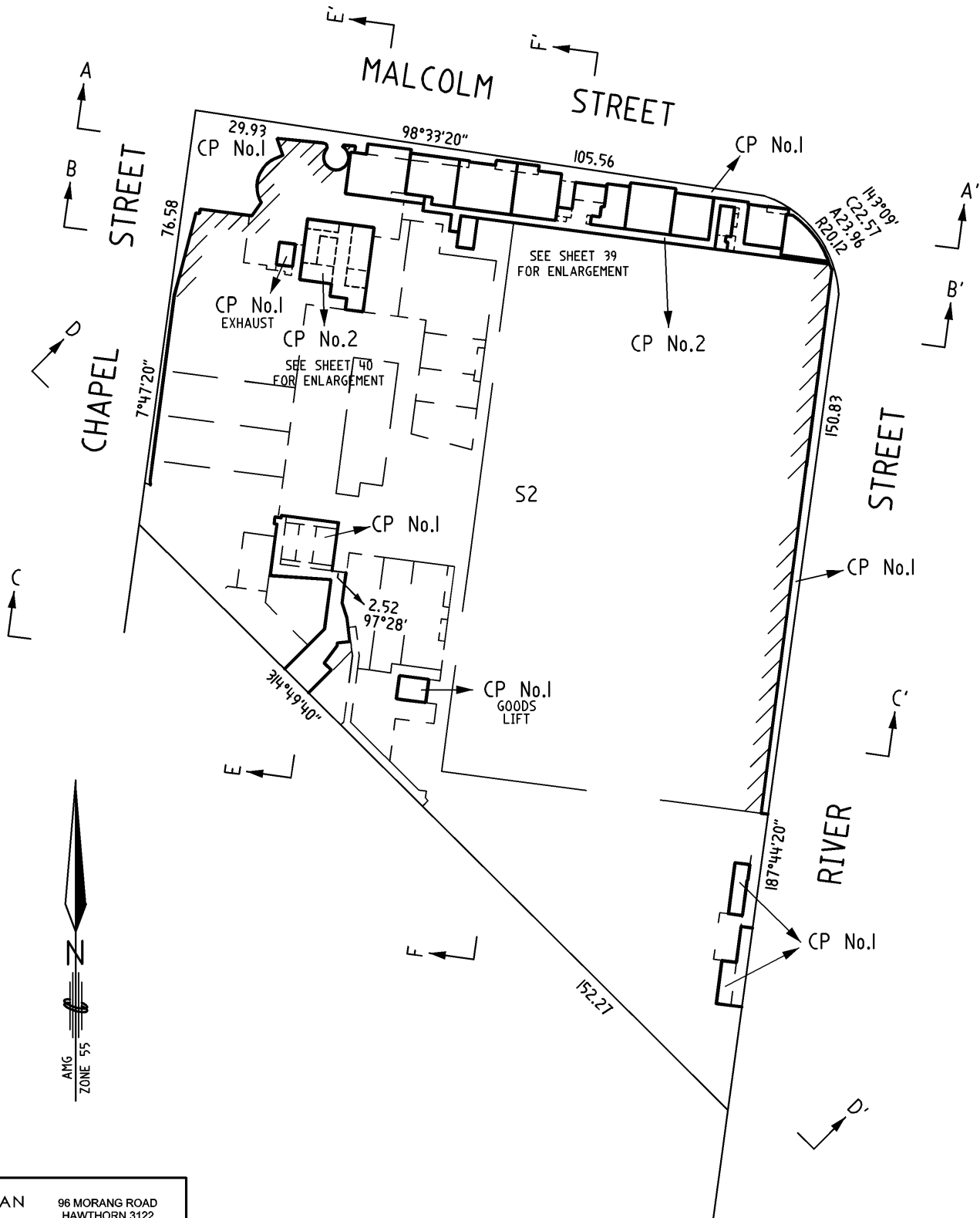
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.36
LEVEL I - MEZZANINE



MADIGAN

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

SURVEYING

EMAIL
surveyors@madigan.com.au

SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
1:750 A3

LICENSED SURVEYOR

SIGNATURE

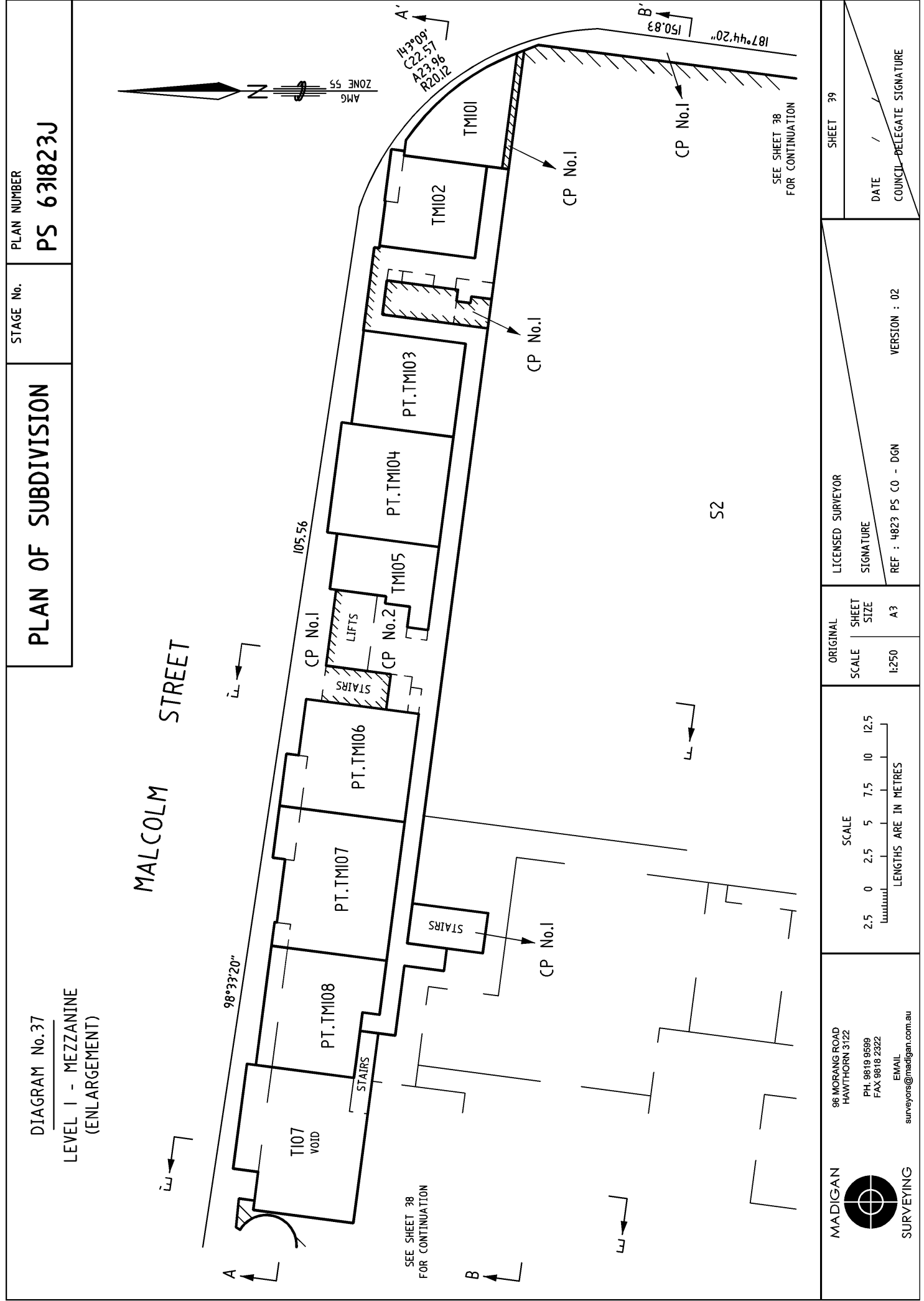
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 38

DATE

COUNCIL DELEGATE SIGNATURE



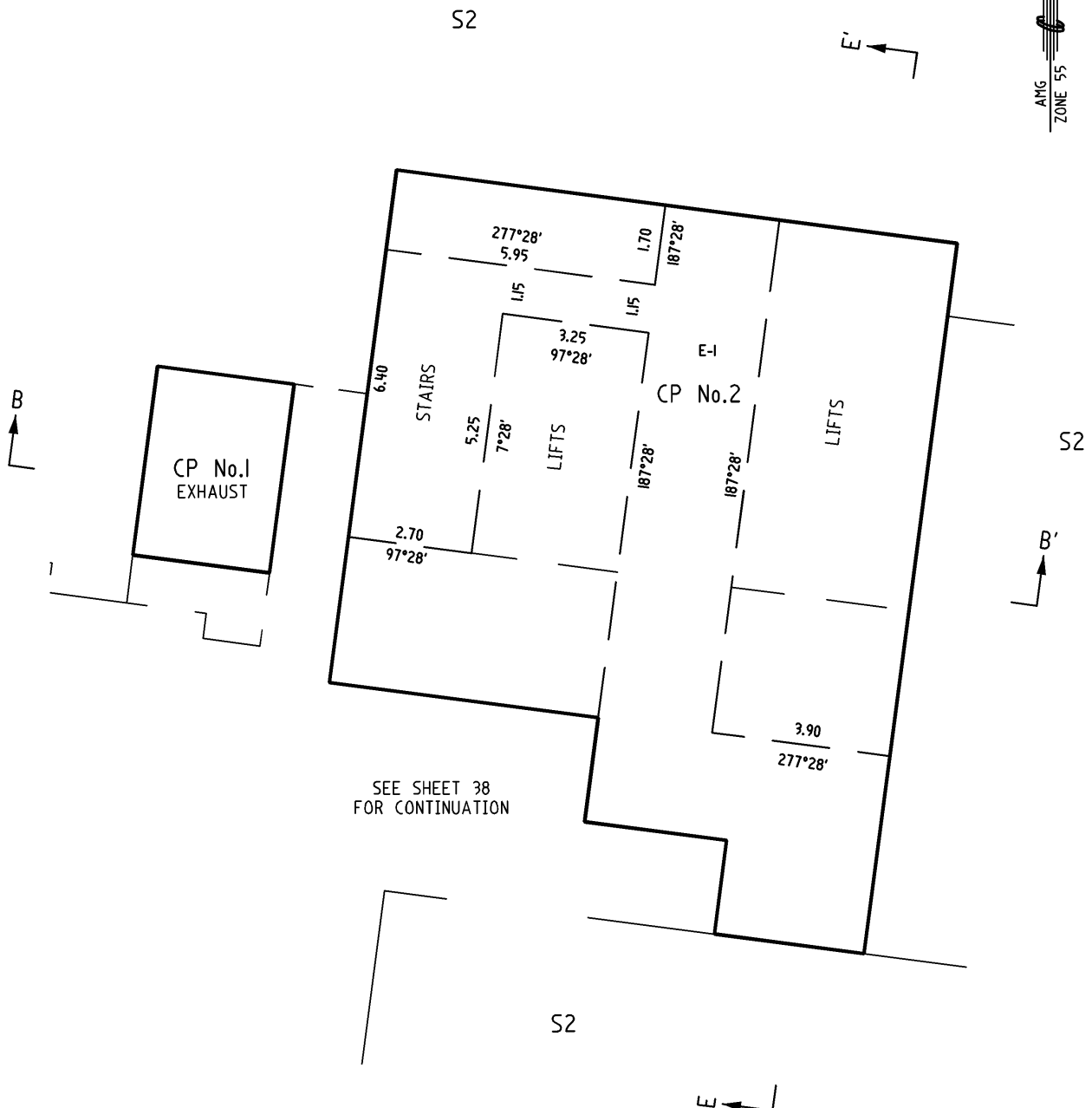
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.38
LEVEL I MEZZANINE
(ENLARGEMENT)



MADIGAN



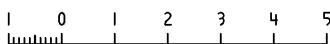
SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:100

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 40

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

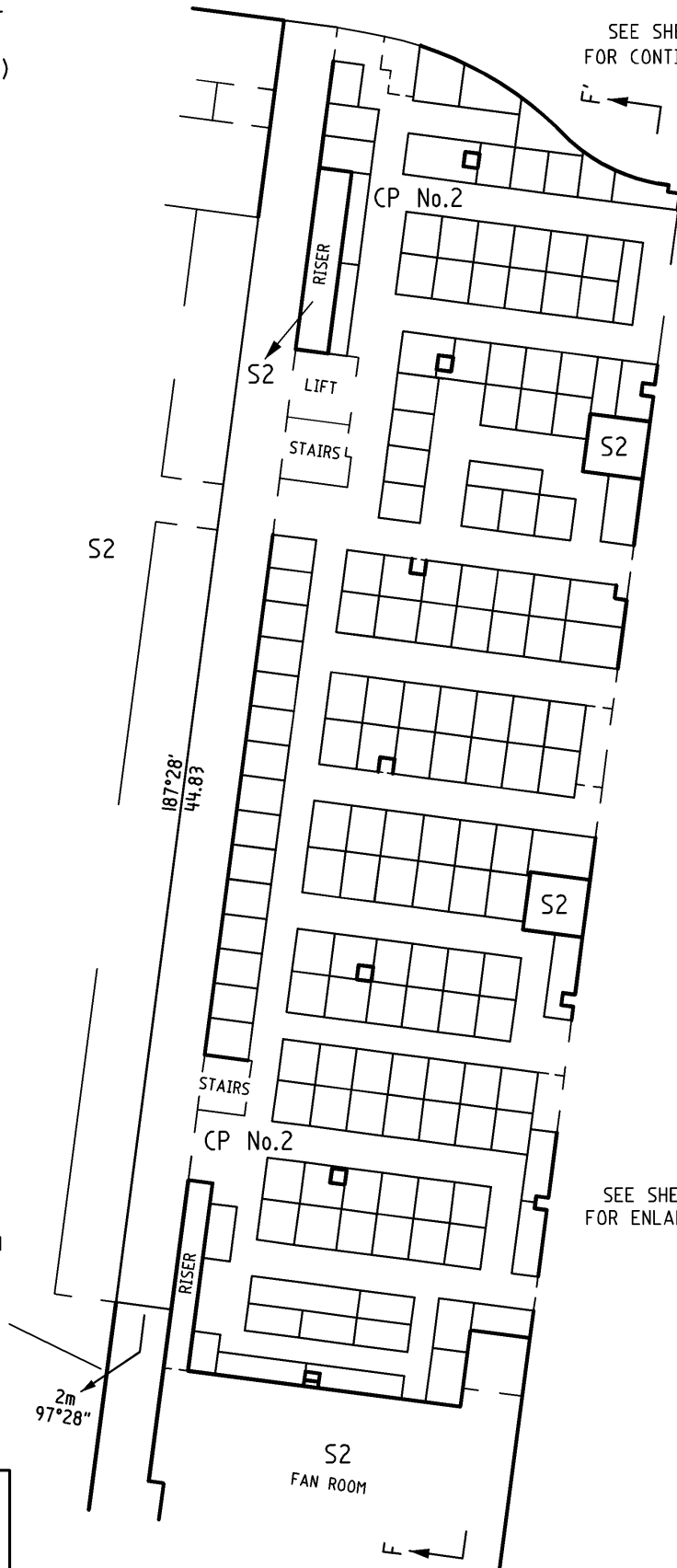
PS 631823J

DIAGRAM No.40

LEVEL 2
(ENLARGEMENT)



SEE SHEET 45
FOR CONTINUATION



SEE SHEET 41
FOR CONTINUATION

SEE SHEET 43
FOR ENLARGEMENT

CP No.2

SEE SHEET 44
FOR ENLARGEMENT

MADIGAN



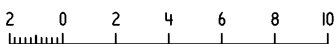
SURVEYING

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EMAIL
surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:200 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 42

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM No.41

LEVEL 2
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.2

SEE SHEET 42
FOR CONTINUATION

S2

LIFT

STAIRS



CP No.2

SEE SHEET 44
FOR CONTINUATION

CP No.2

MADIGAN

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HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

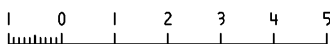
EMAIL

surveyors@madigan.com.au



SURVEYING

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET SIZE

1:100

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 43

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.42

LEVEL 2
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

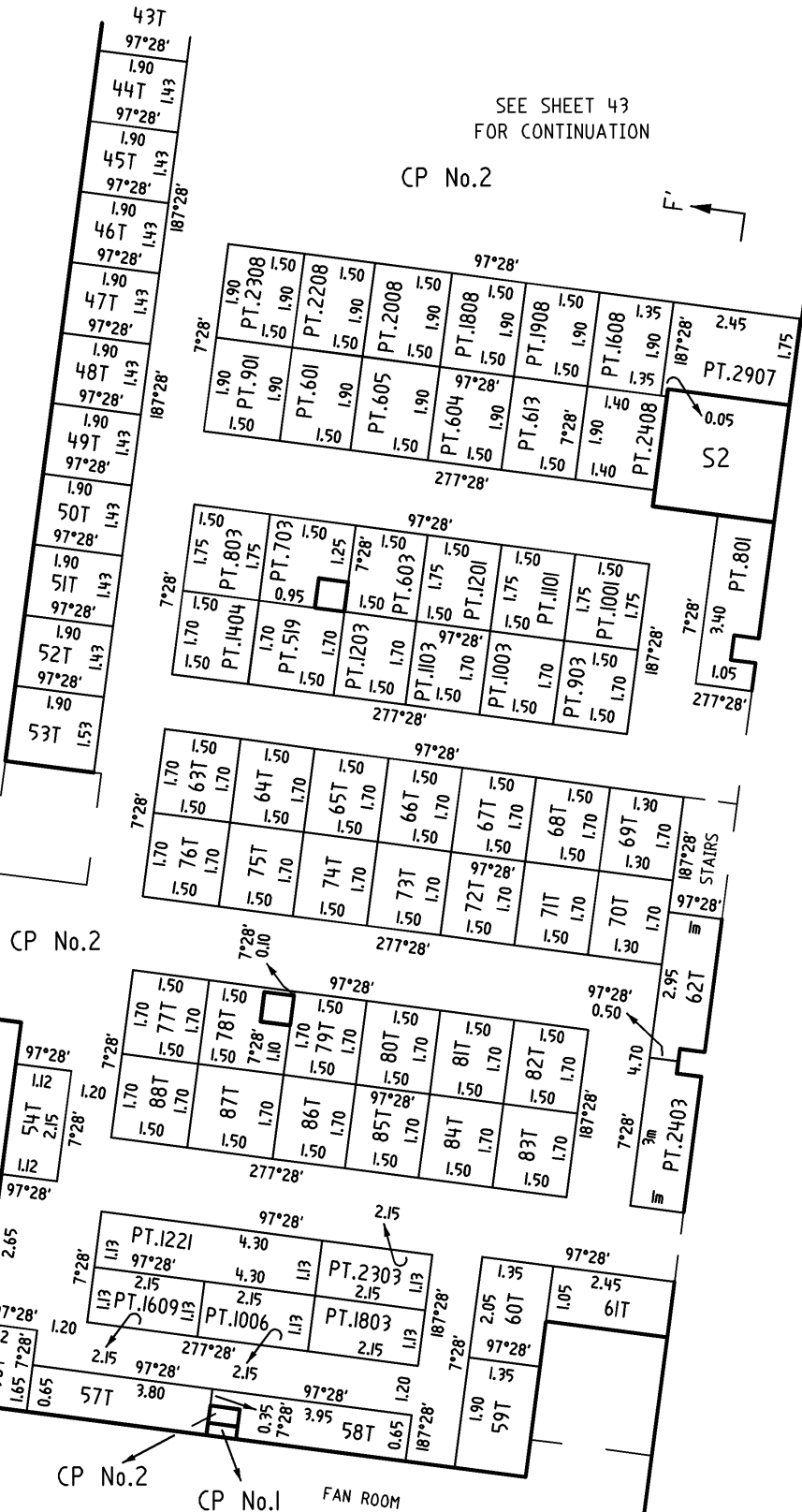
PS 631823J

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.2

SEE SHEET 43
FOR CONTINUATION

CP No.2

S2



MADIGAN

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HAWTHORN 3122

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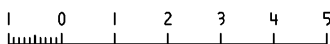


SURVEYING

SEE SHEET 42
FOR CONTINUATION

S2

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET

SIZE

1:100

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 44

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

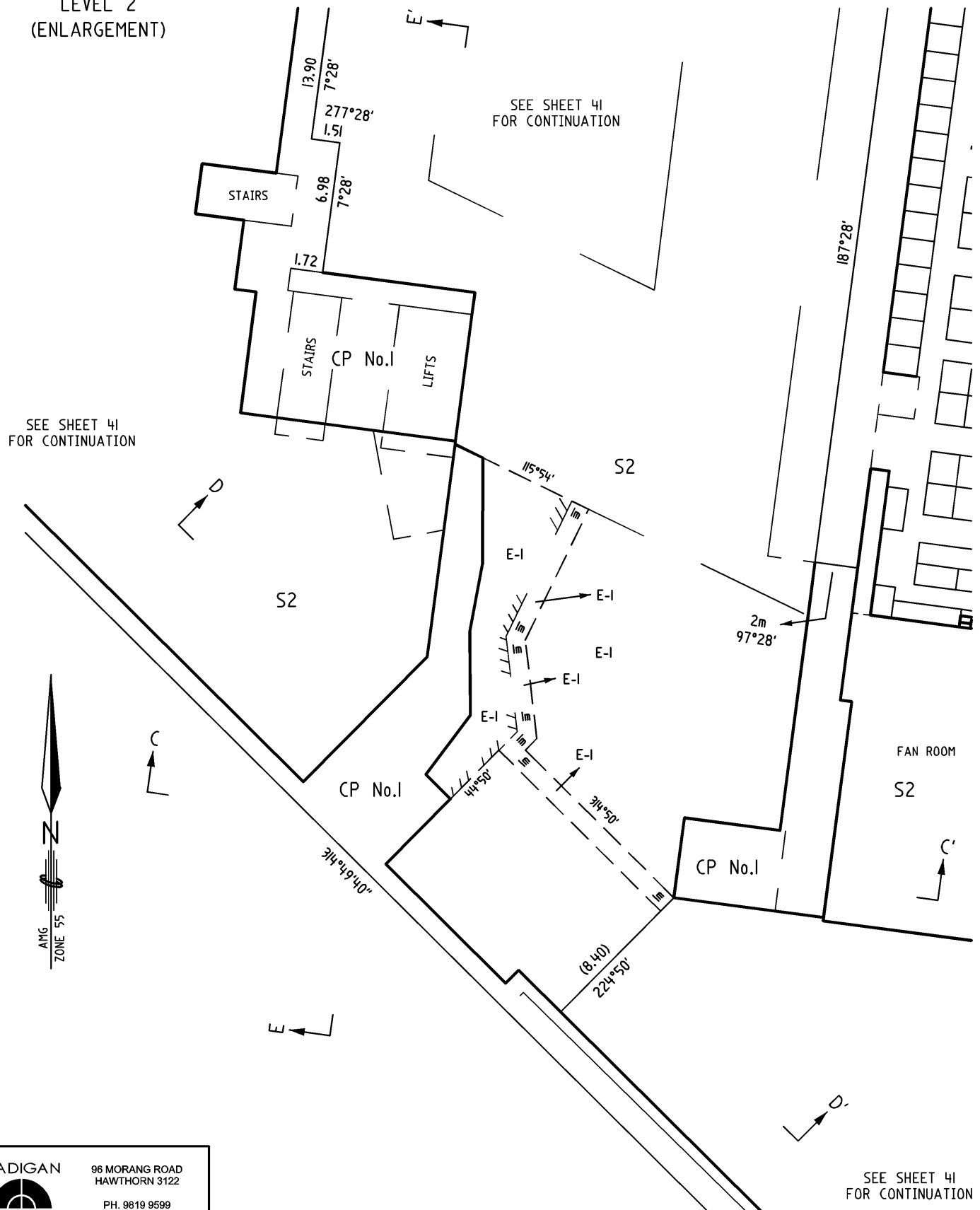
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.43

LEVEL 2
(ENLARGEMENT)



MADIGAN

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SURVEYING

SCALE

2 0 2 4 6 8 10

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:200

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 45

DATE

COUNCIL DELEGATE SIGNATURE

SEE SHEET 41
FOR CONTINUATION

PLAN OF SUBDIVISION

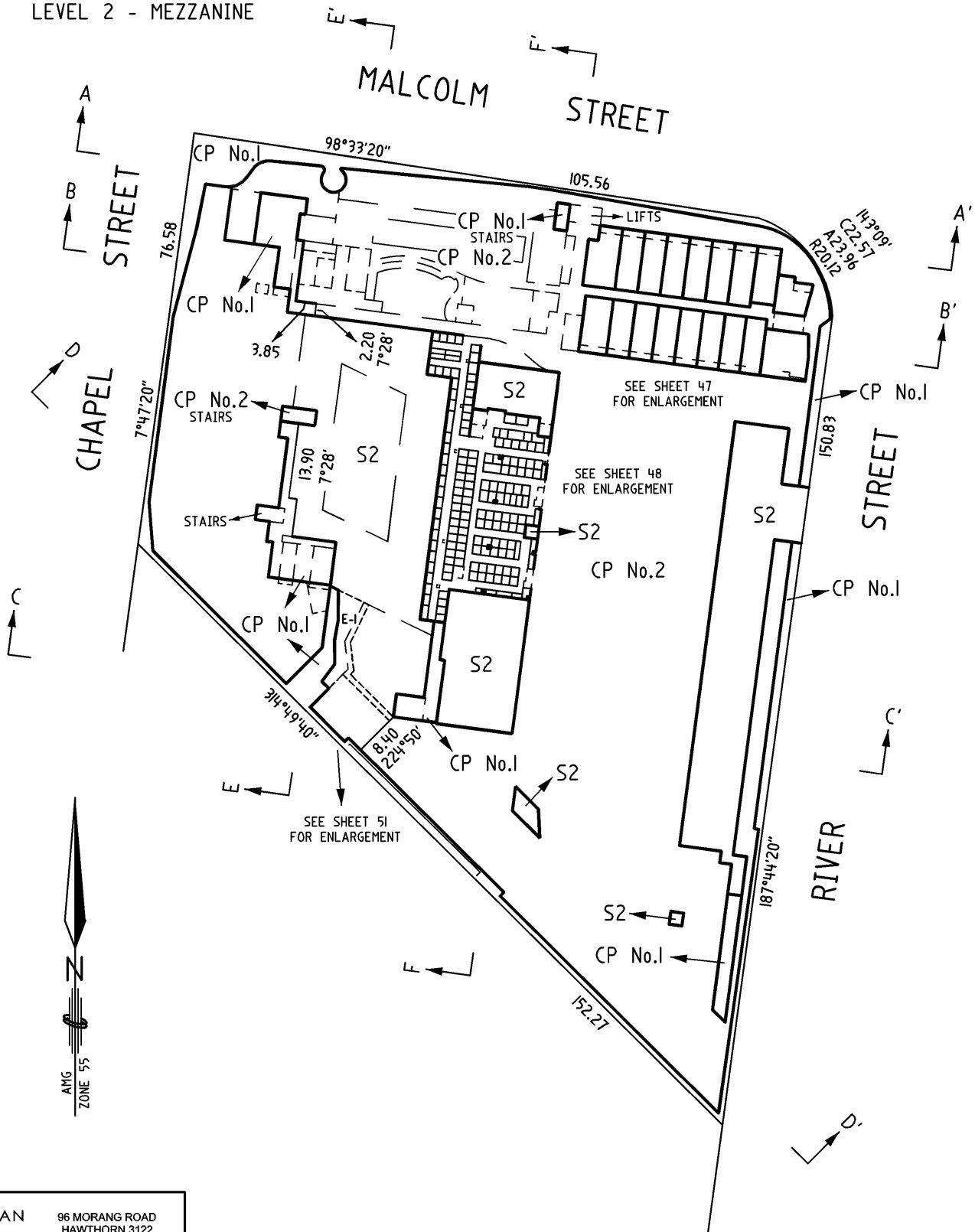
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.44

LEVEL 2 - MEZZANINE



MADIGAN

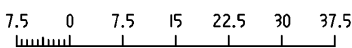
96 MORANG ROAD
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FAX 9818 2322

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surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
1:750 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 46

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

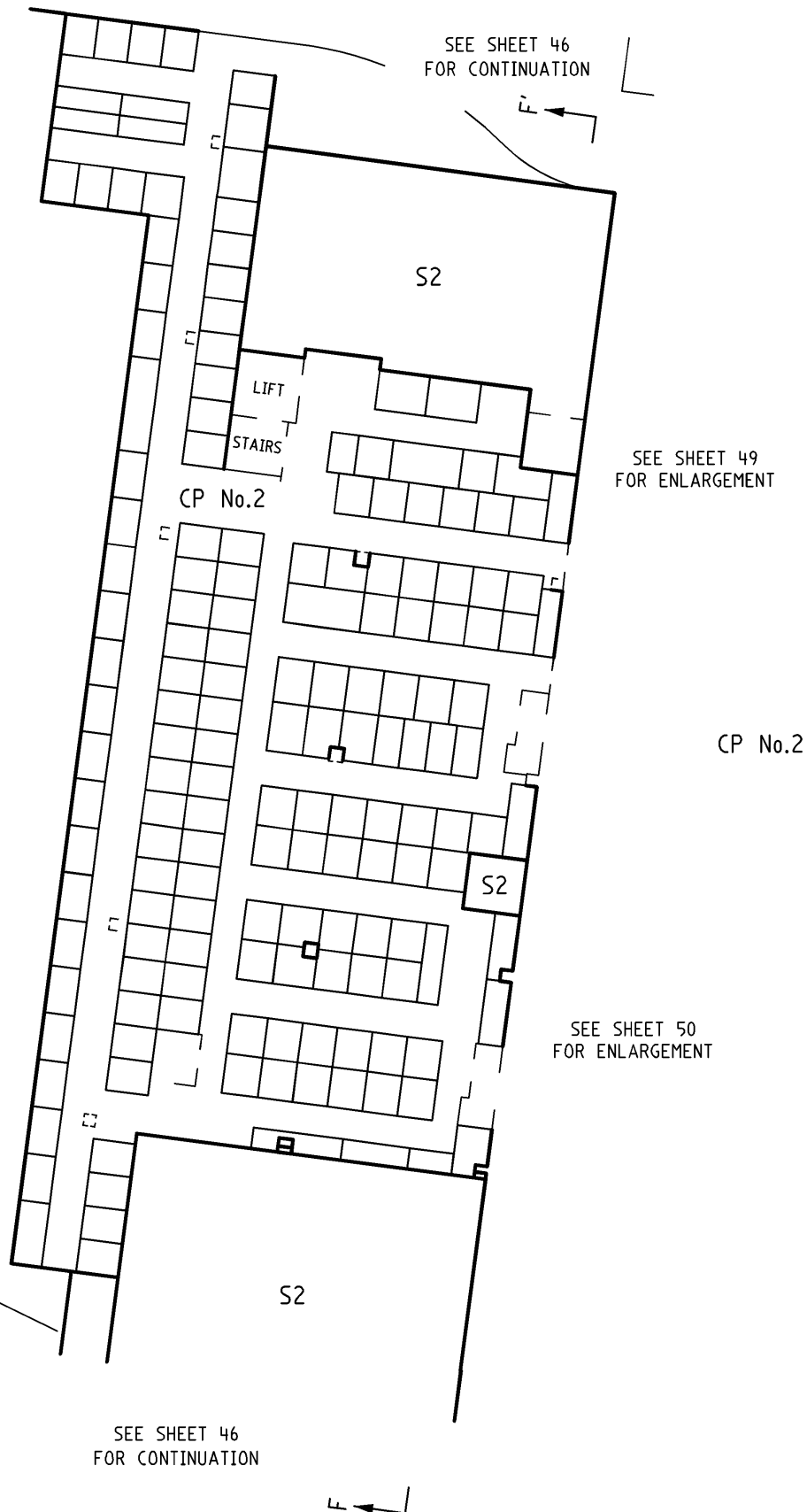
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.46

LEVEL 2 - MEZZANINE
(ENLARGEMENT)



SEE SHEET 51
FOR CONTINUATION

SEE SHEET 46
FOR CONTINUATION

MADIGAN

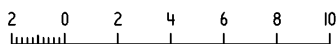
96 MORANG ROAD
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EMAIL
surveyors@madigan.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:200
SHEET
SIZE
A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 48

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.47

LEVEL 2 - MEZZANINE
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

ANY SUCH COLUMN SHOWN THUS  ON THIS SHEET IS WITHIN CP No.2

SEE SHEET 48
FOR CONTINUATION



SEE SHEET 50
FOR CONTINUATION

MADIGAN

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FAX 9818 2322

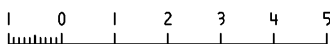
EMAIL

surveyors@madigan.com.au



SURVEYING

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:100 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 49

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

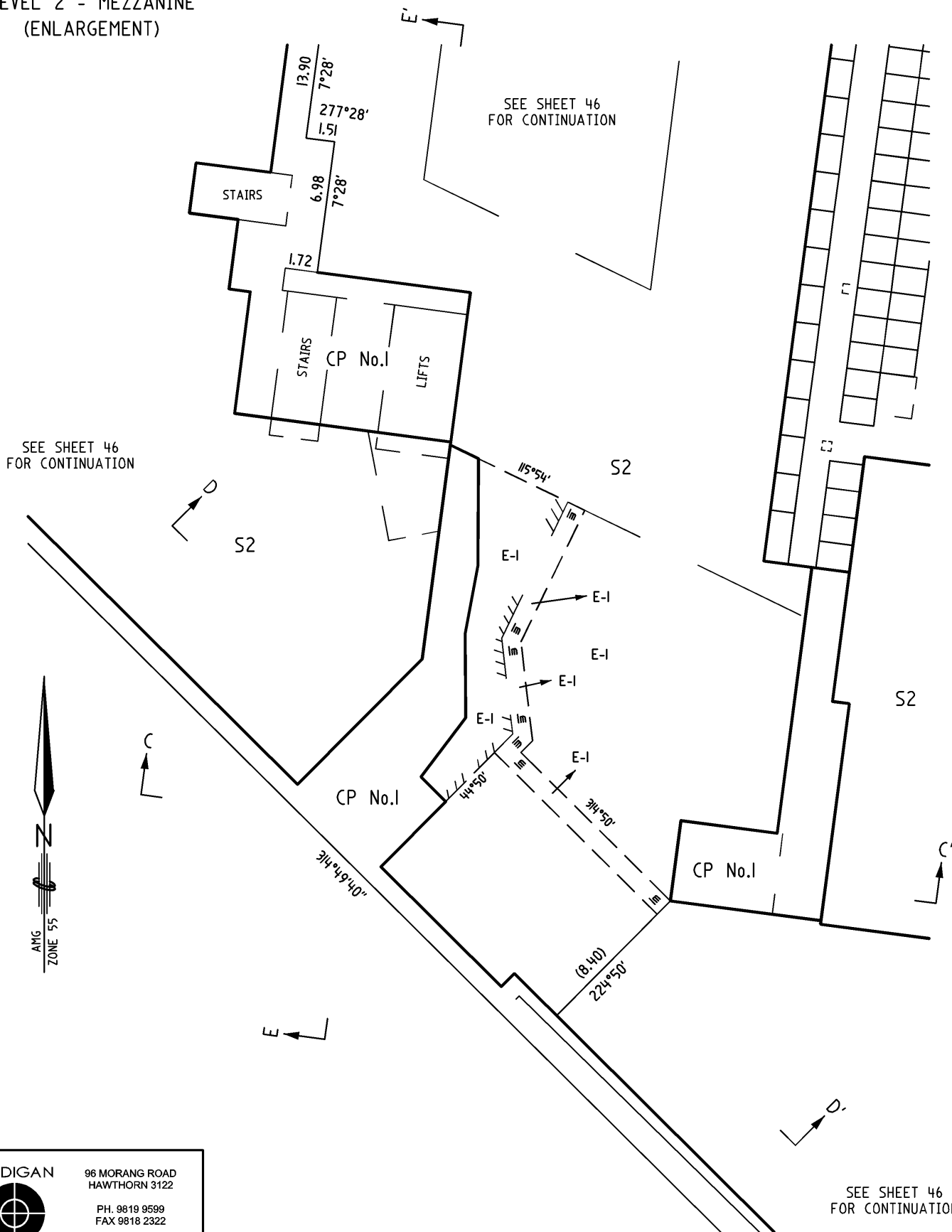
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.49

LEVEL 2 - MEZZANINE
(ENLARGEMENT)



MADIGAN

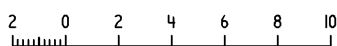
96 MORANG ROAD
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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:200

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 51

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

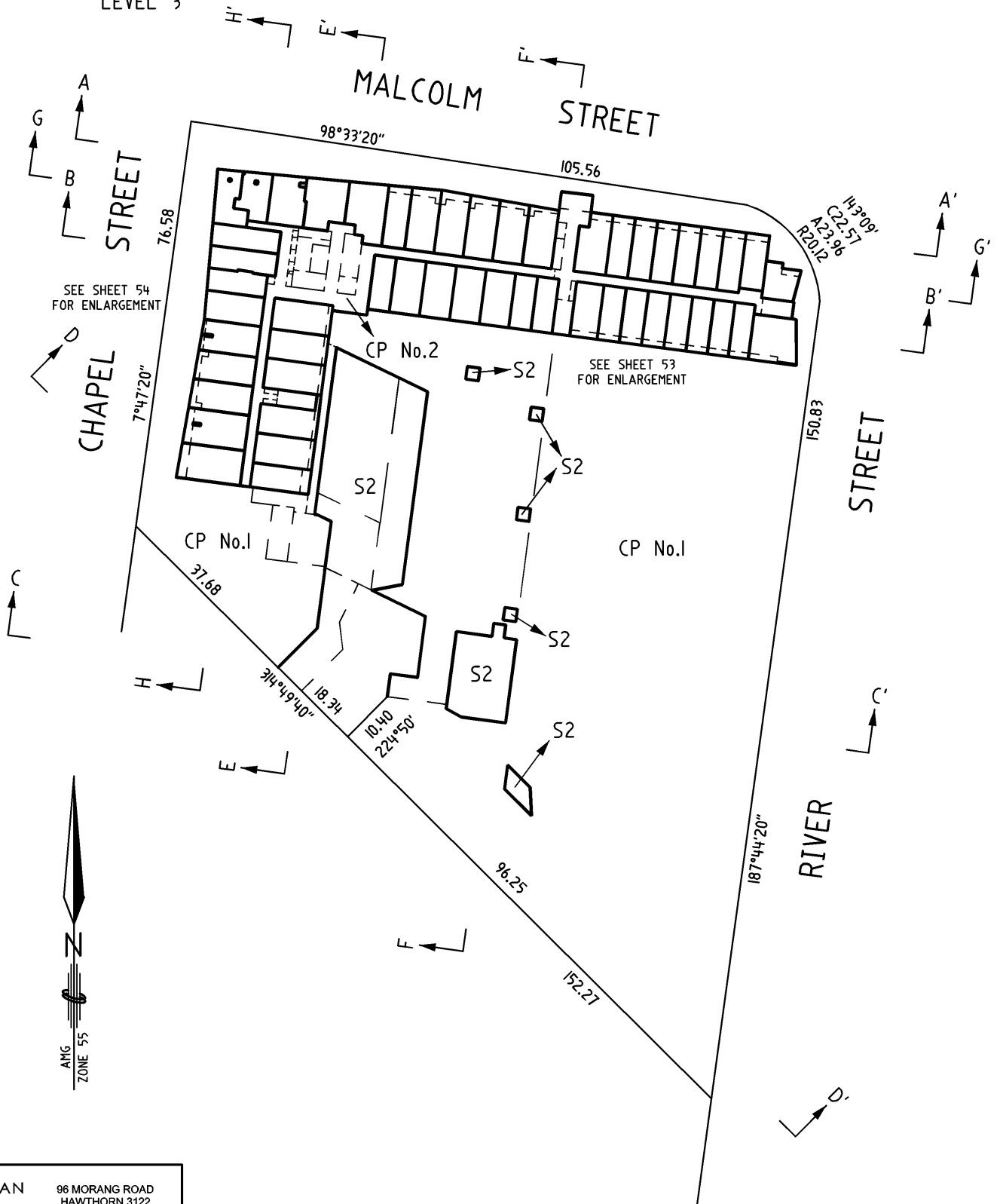
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.50

LEVEL 3



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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:750

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

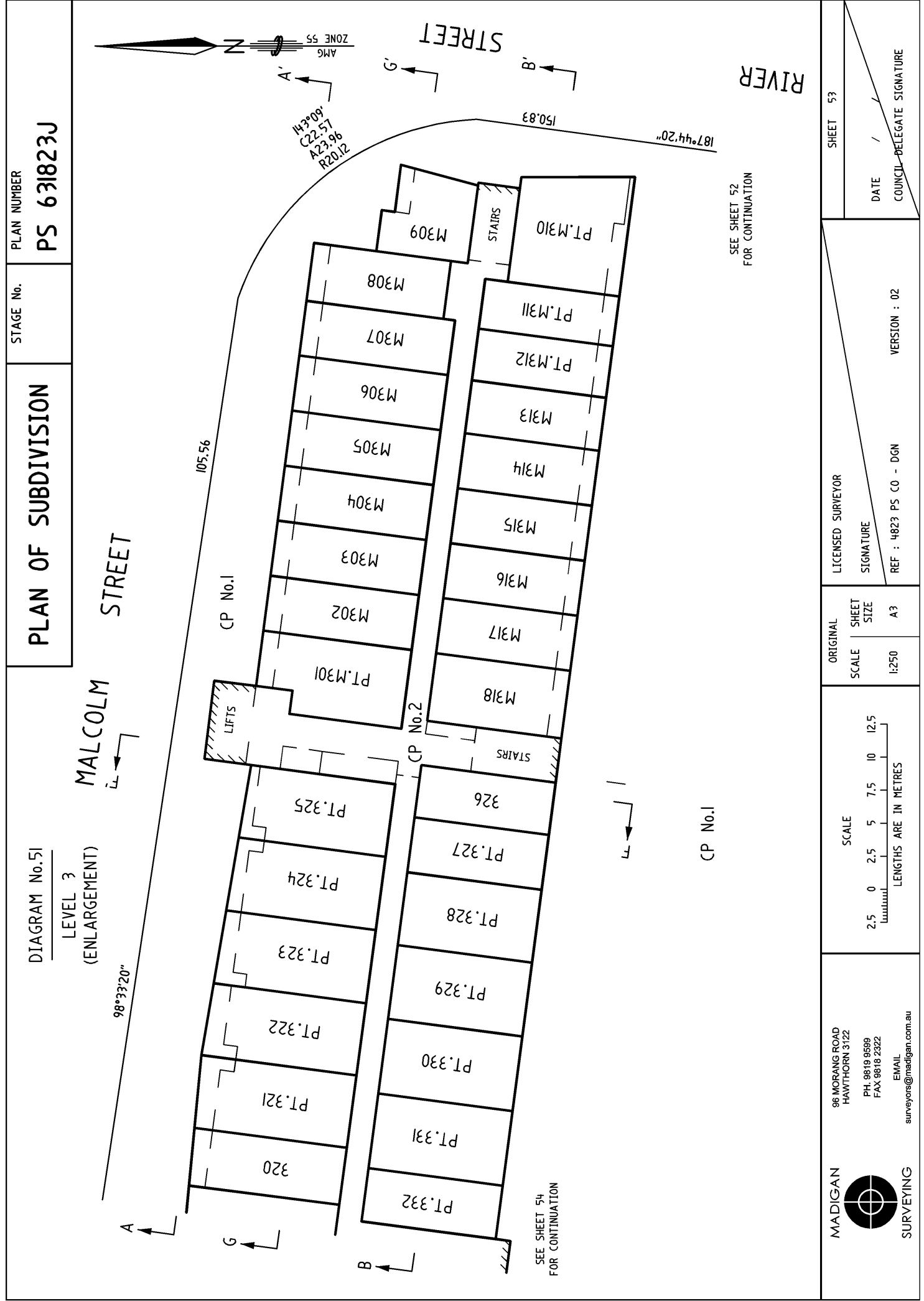
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 52

DATE

COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

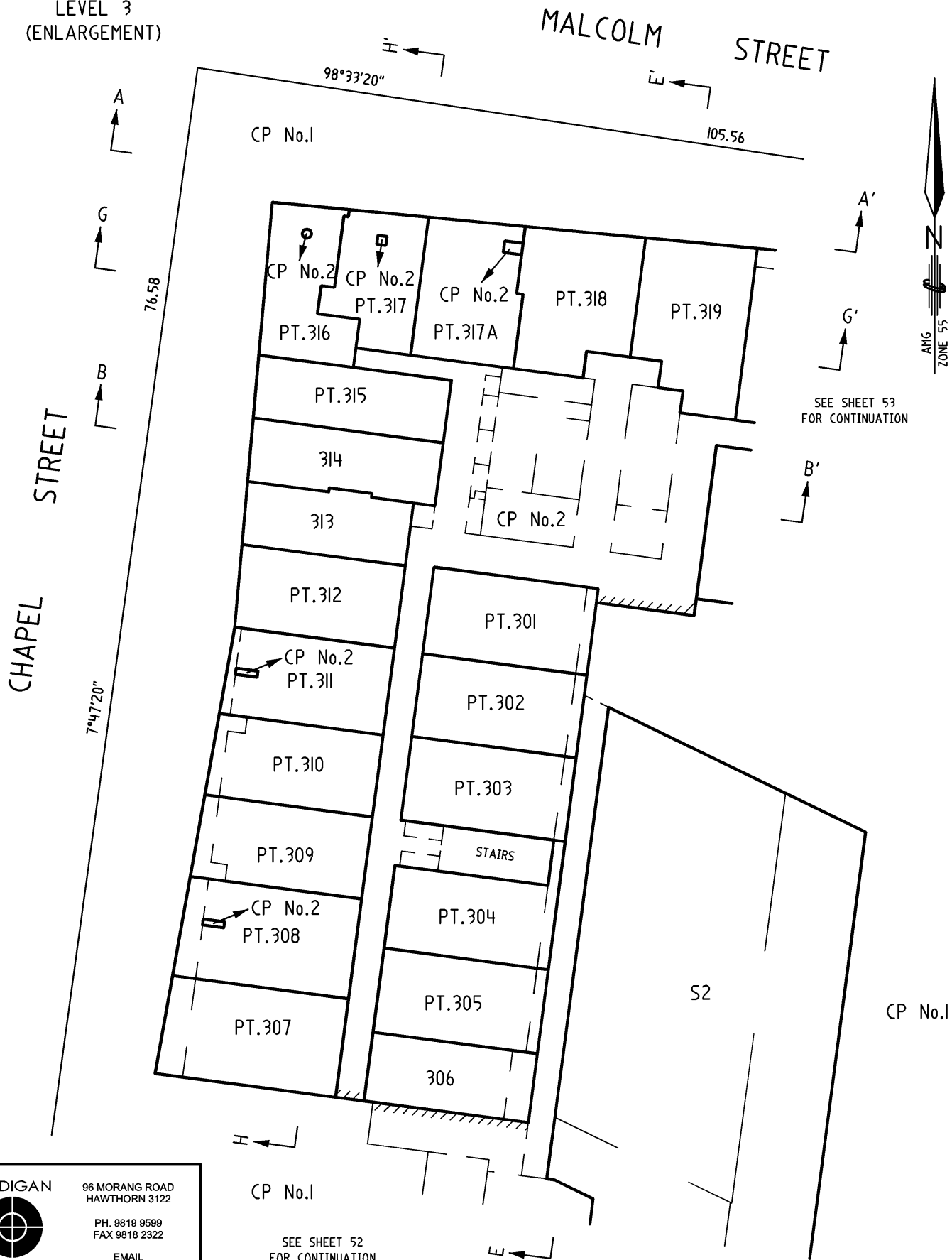
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.52

LEVEL 3
(ENLARGEMENT)



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SEE SHEET 52
FOR CONTINUATION

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:250 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 54

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

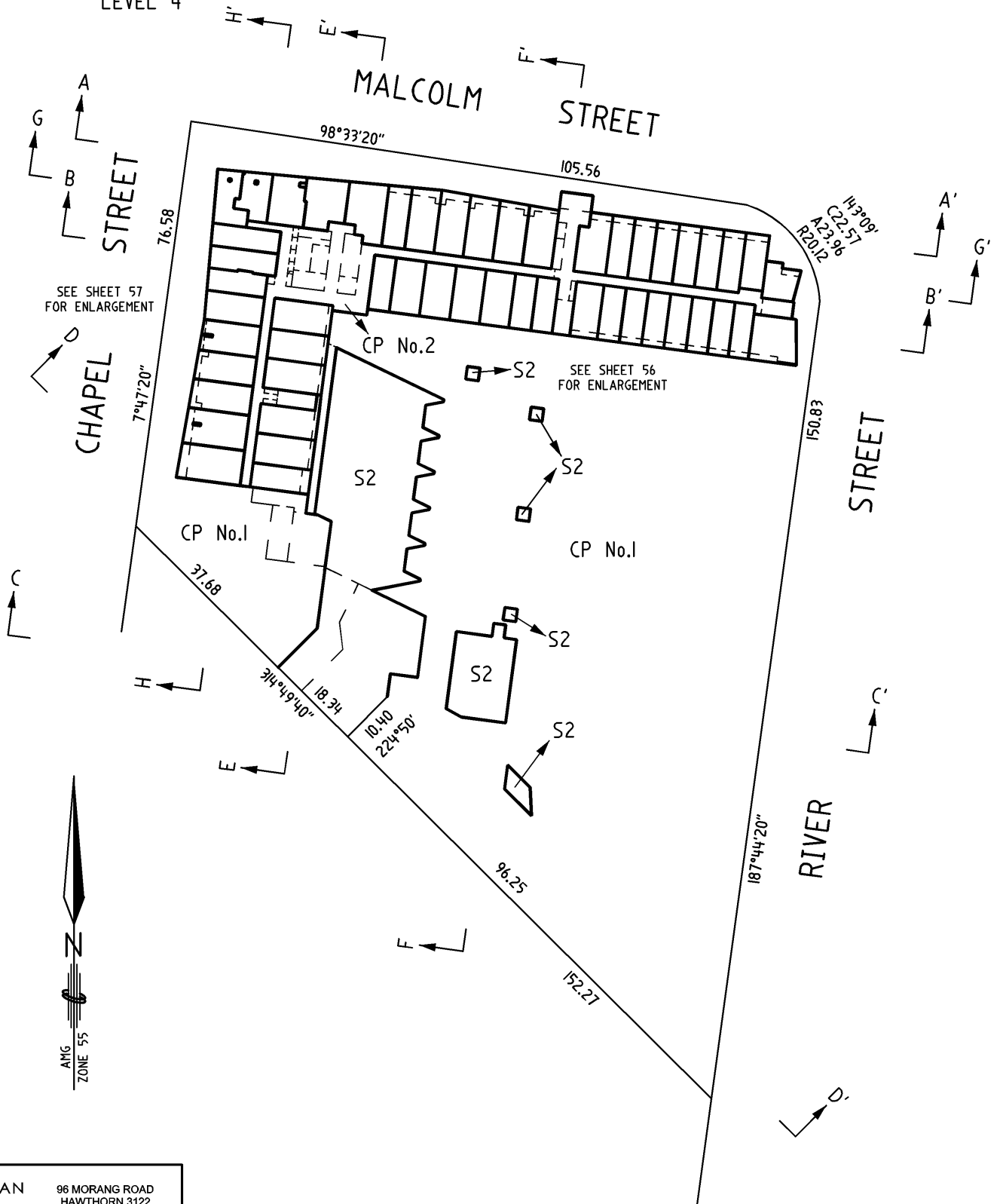
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.53

LEVEL 4



MADIGAN

96 MORANG ROAD
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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:750 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 55

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

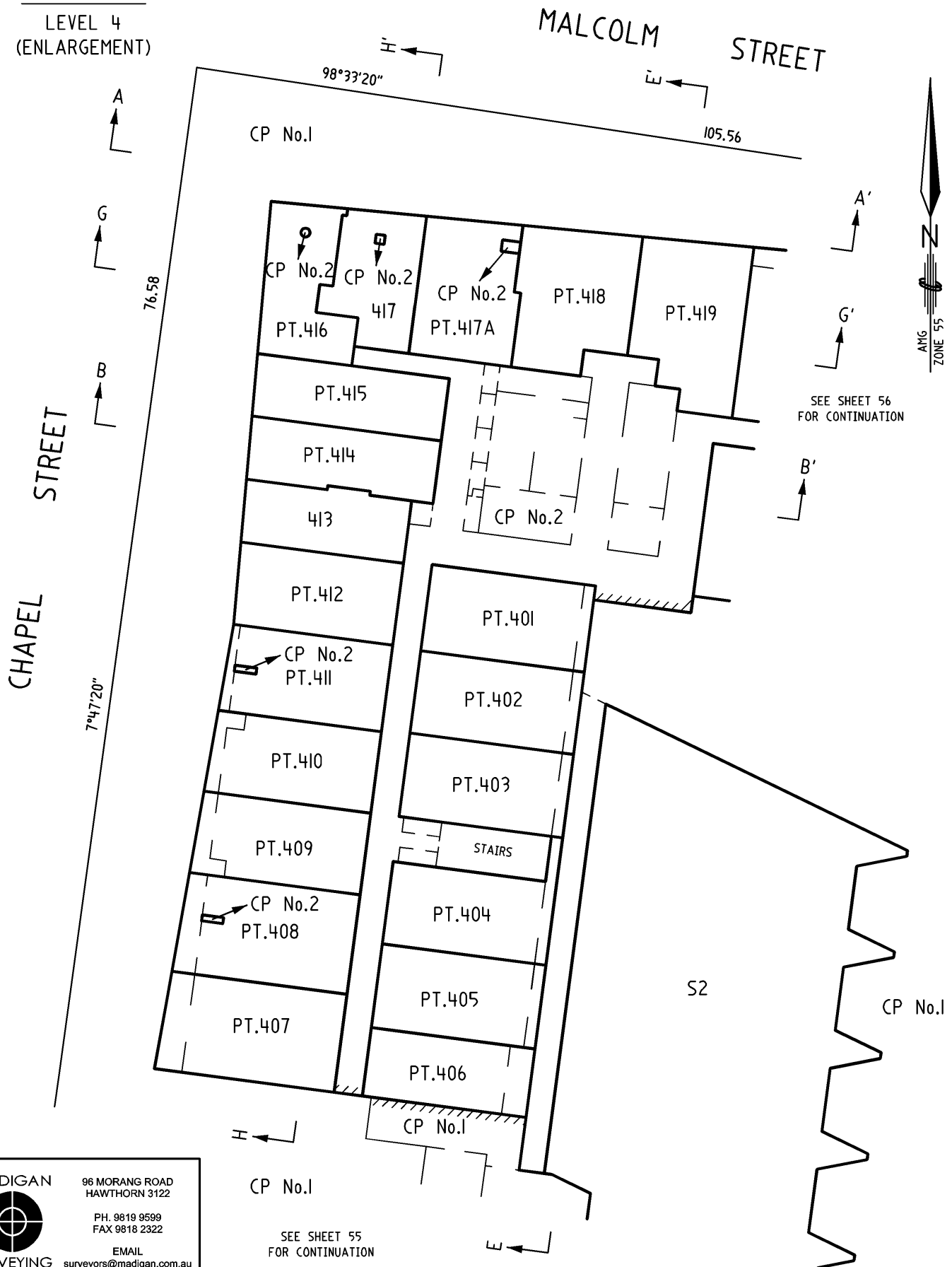
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.55

LEVEL 4
(ENLARGEMENT)



MADIGAN

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SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:250 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 57

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

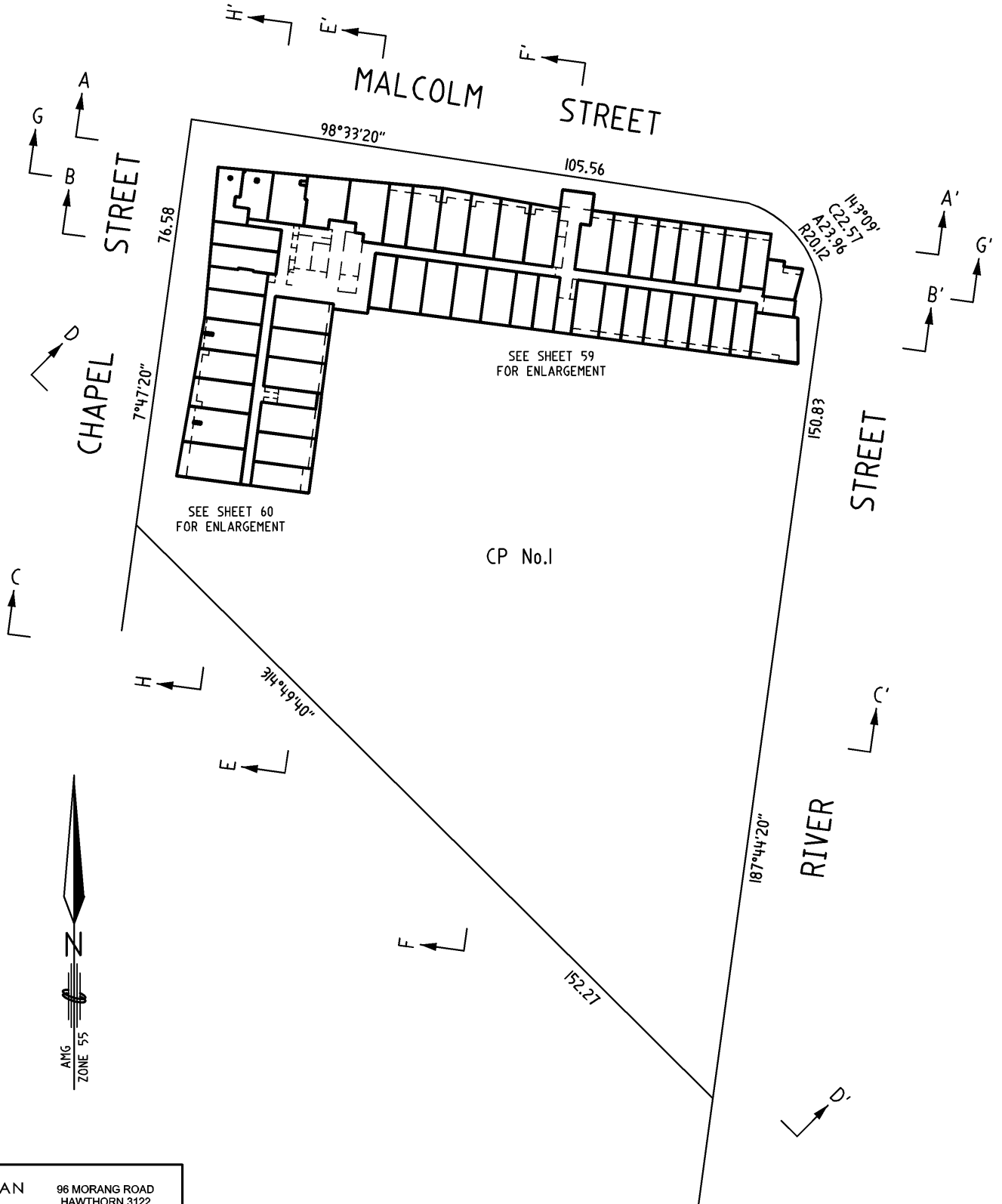
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.56

LEVEL 5



MADIGAN

96 MORANG ROAD
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SCALE

7.5 0 7.5 15 22.5 30 37.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:750 A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 58

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

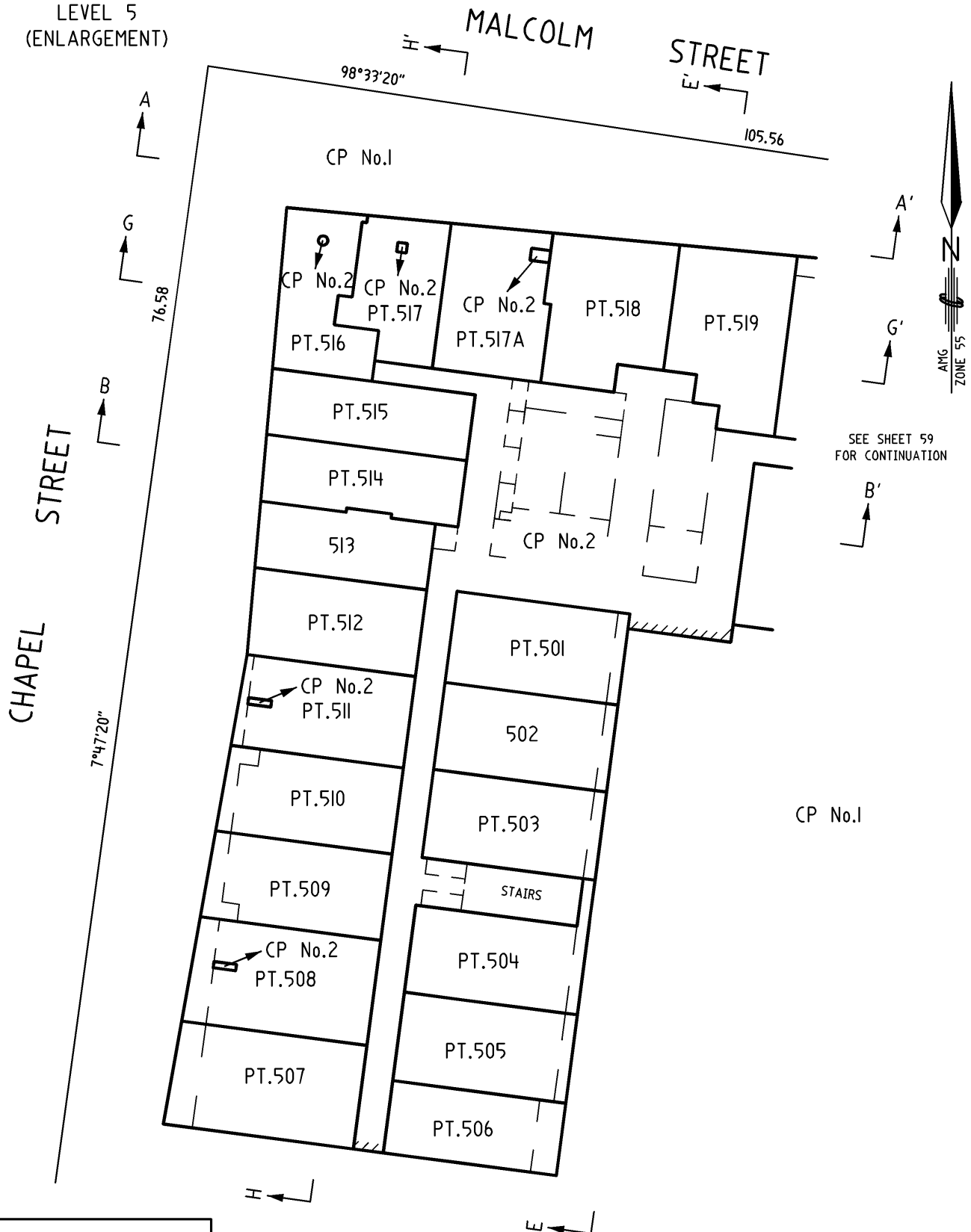
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.58

LEVEL 5
(ENLARGEMENT)



SEE SHEET 59
FOR CONTINUATION

SEE SHEET 58
FOR CONTINUATION

MADIGAN

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EMAIL

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SURVEYING

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 60

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

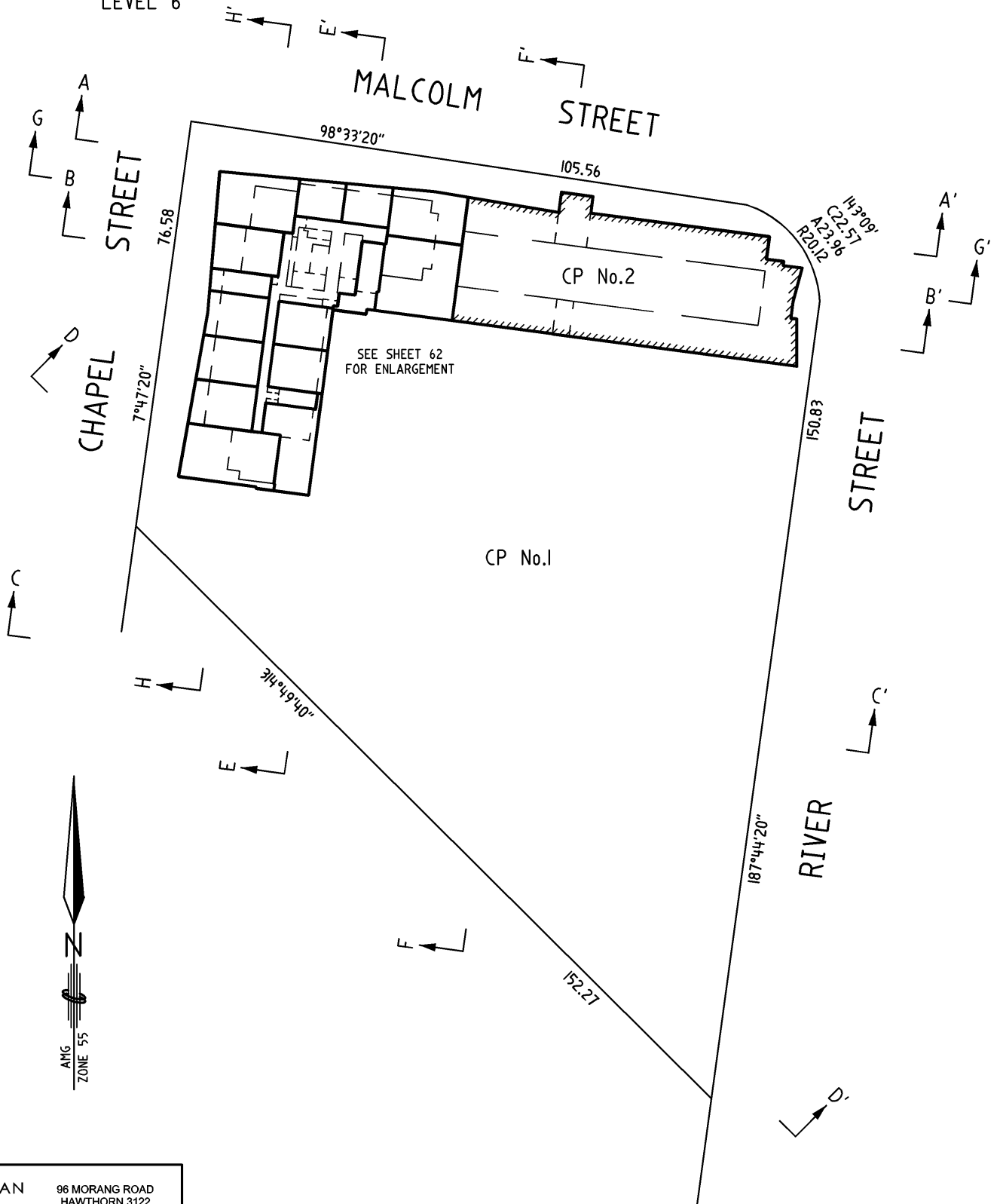
STAGE No.

PLAN NUMBER

PS 631823J

DIAGRAM No.59

LEVEL 6



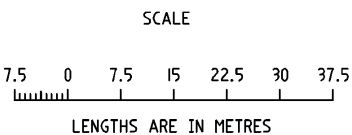
MADIGAN

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HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

SURVEYING

EMAIL
surveyors@madigan.com.au



ORIGINAL
SCALE
1:750
SHEET
SIZE
A3

LICENSED SURVEYOR

SIGNATURE

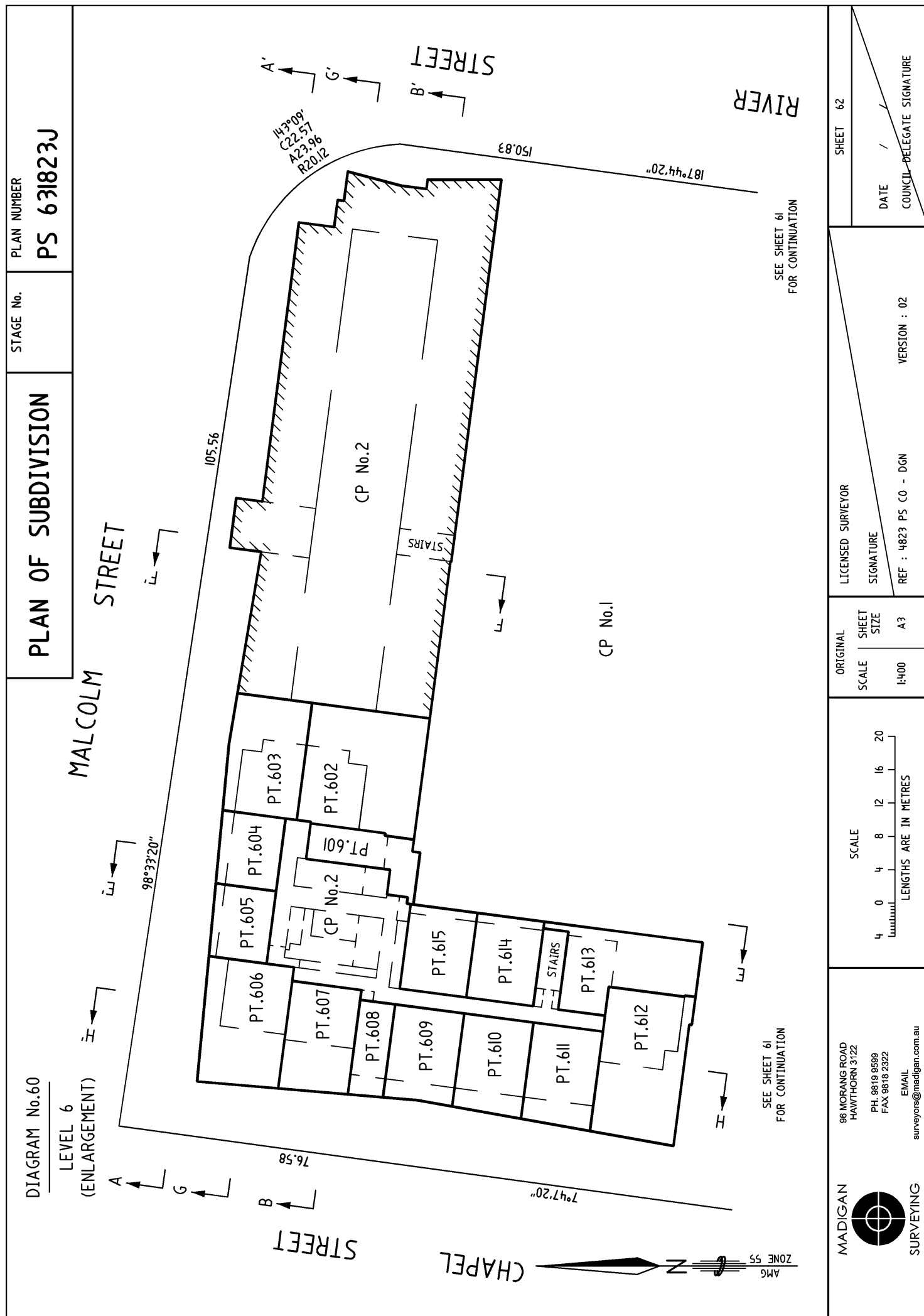
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 61

DATE

COUNCIL DELEGATE SIGNATURE



~~COUNCIL DELEGATE SIGNATURE~~

DIAGRAM No.62

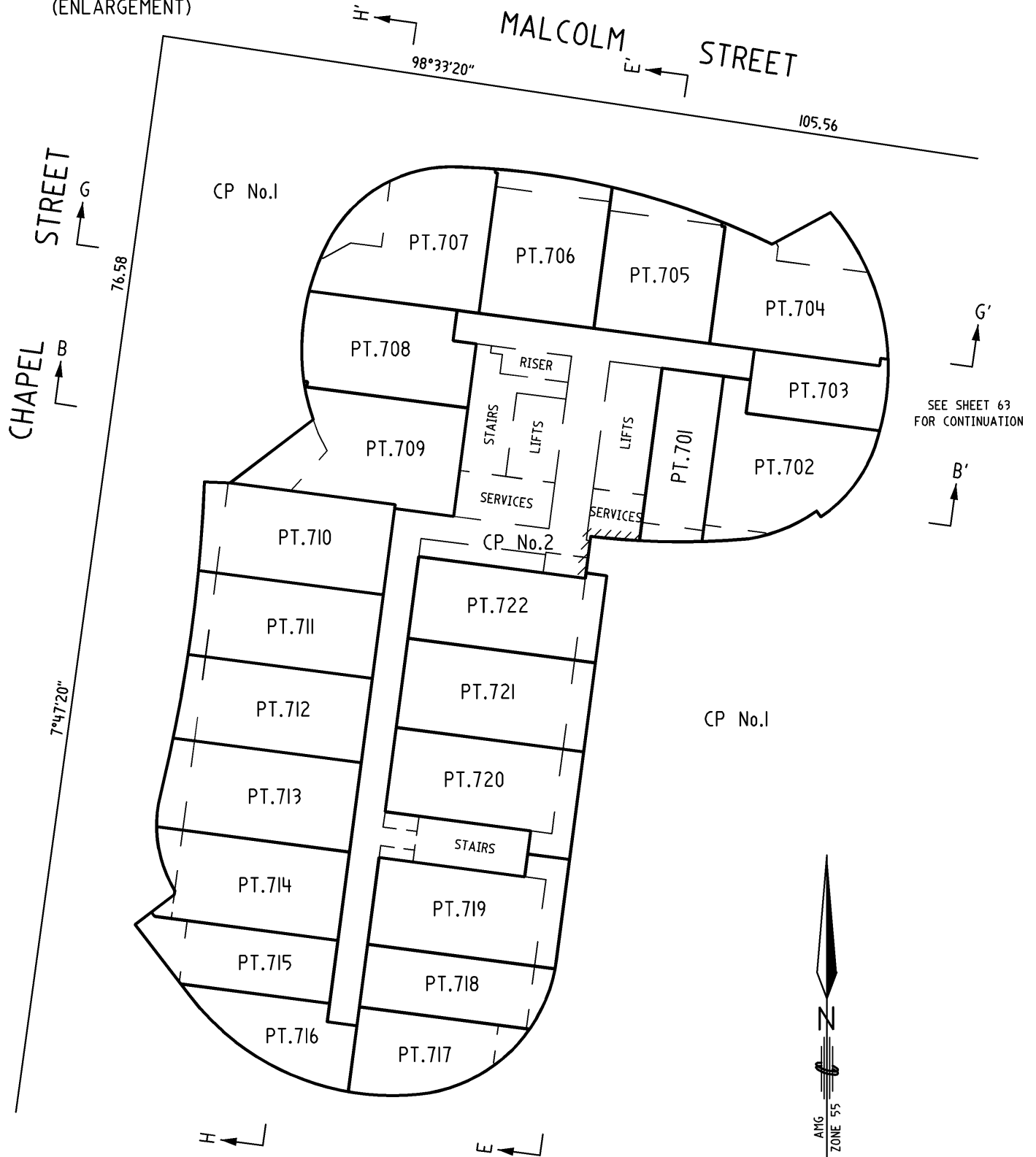
LEVEL 7
(ENLARGEMENT)

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



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SEE SHEET 63
FOR CONTINUATION

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 64

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.63

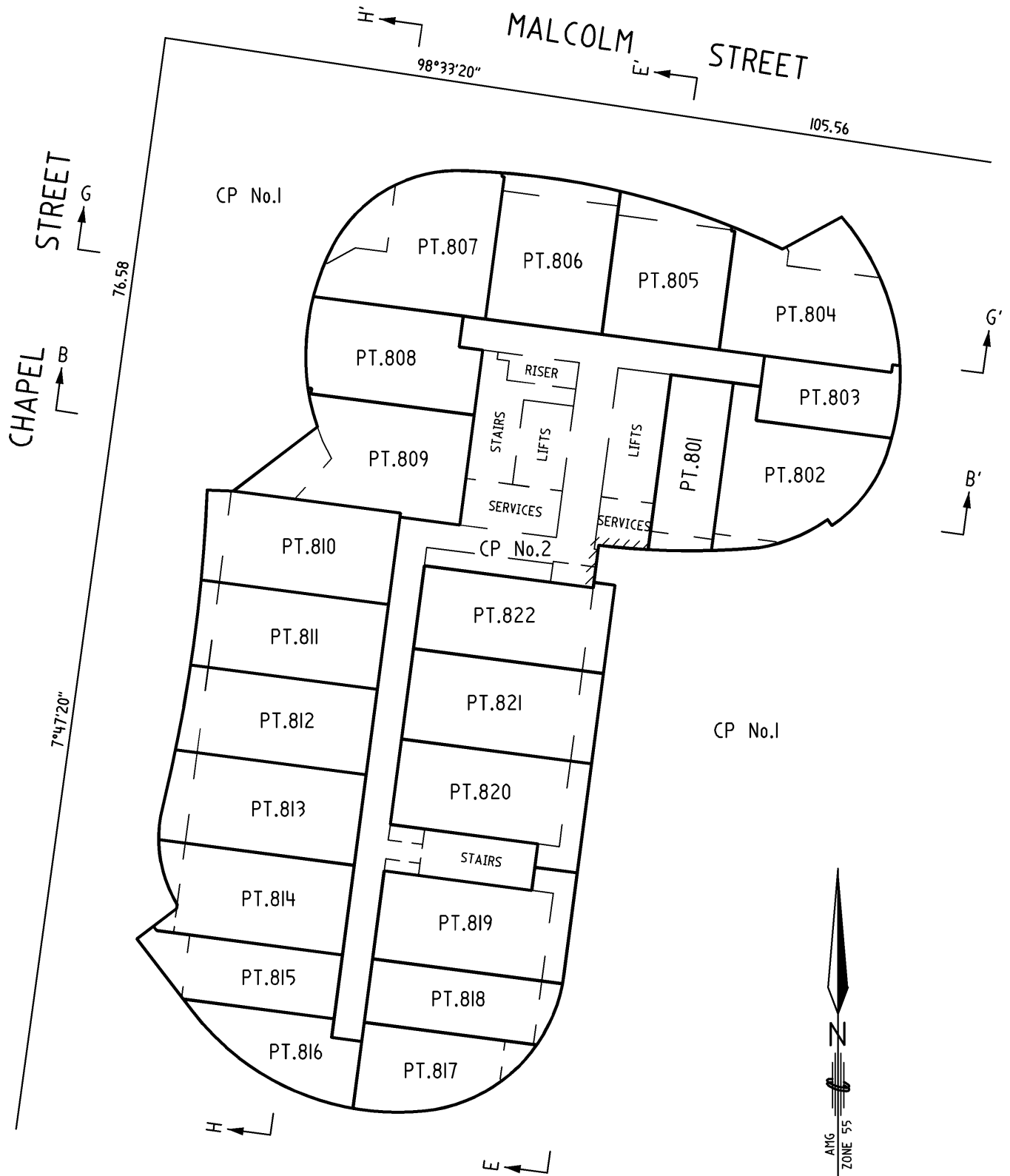
LEVEL 8

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



SURVEYING

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HAWTHORN 3122

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surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 65

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.64

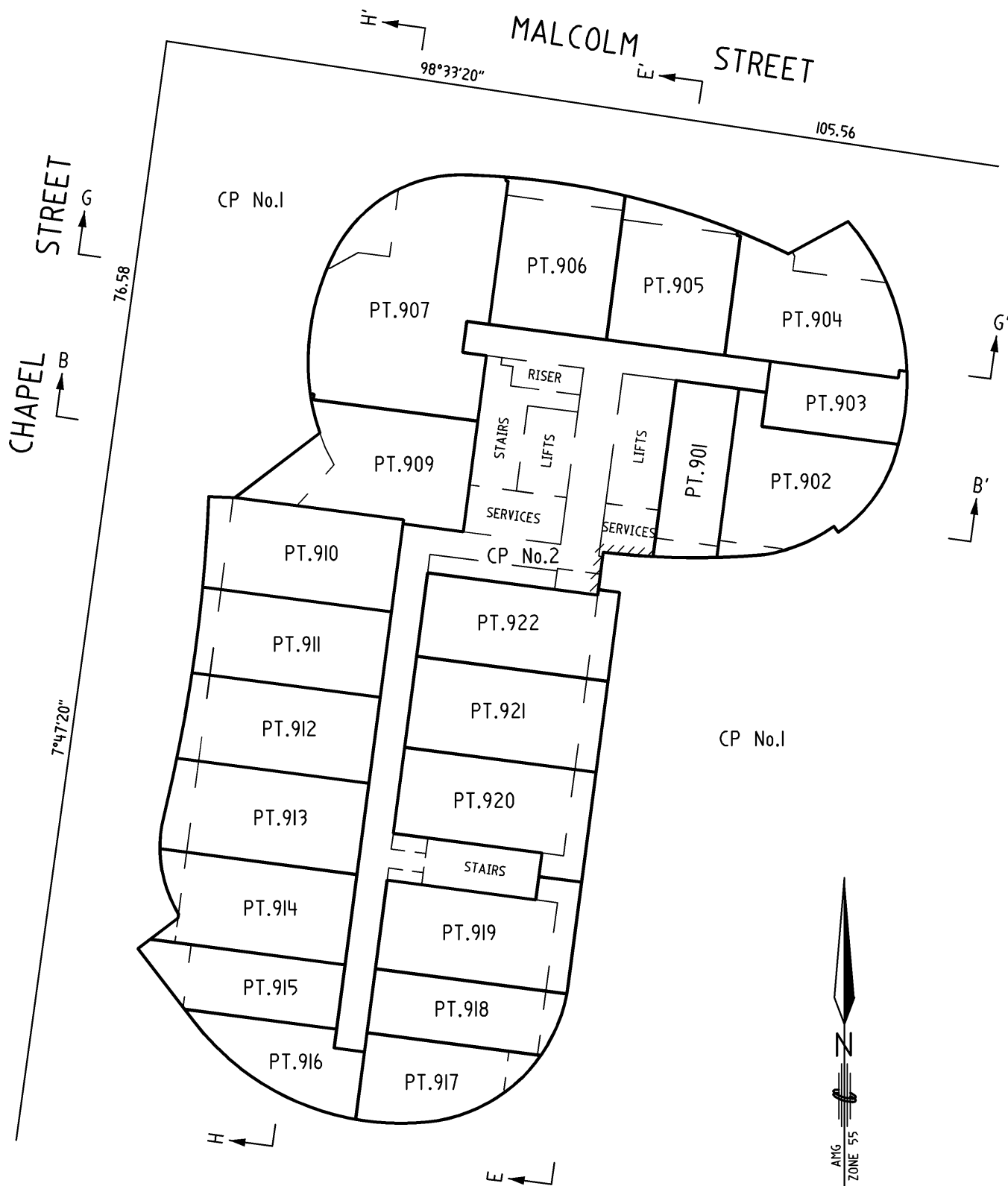
LEVEL 9

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



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HAWTHORN 3122

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FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 66

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.65

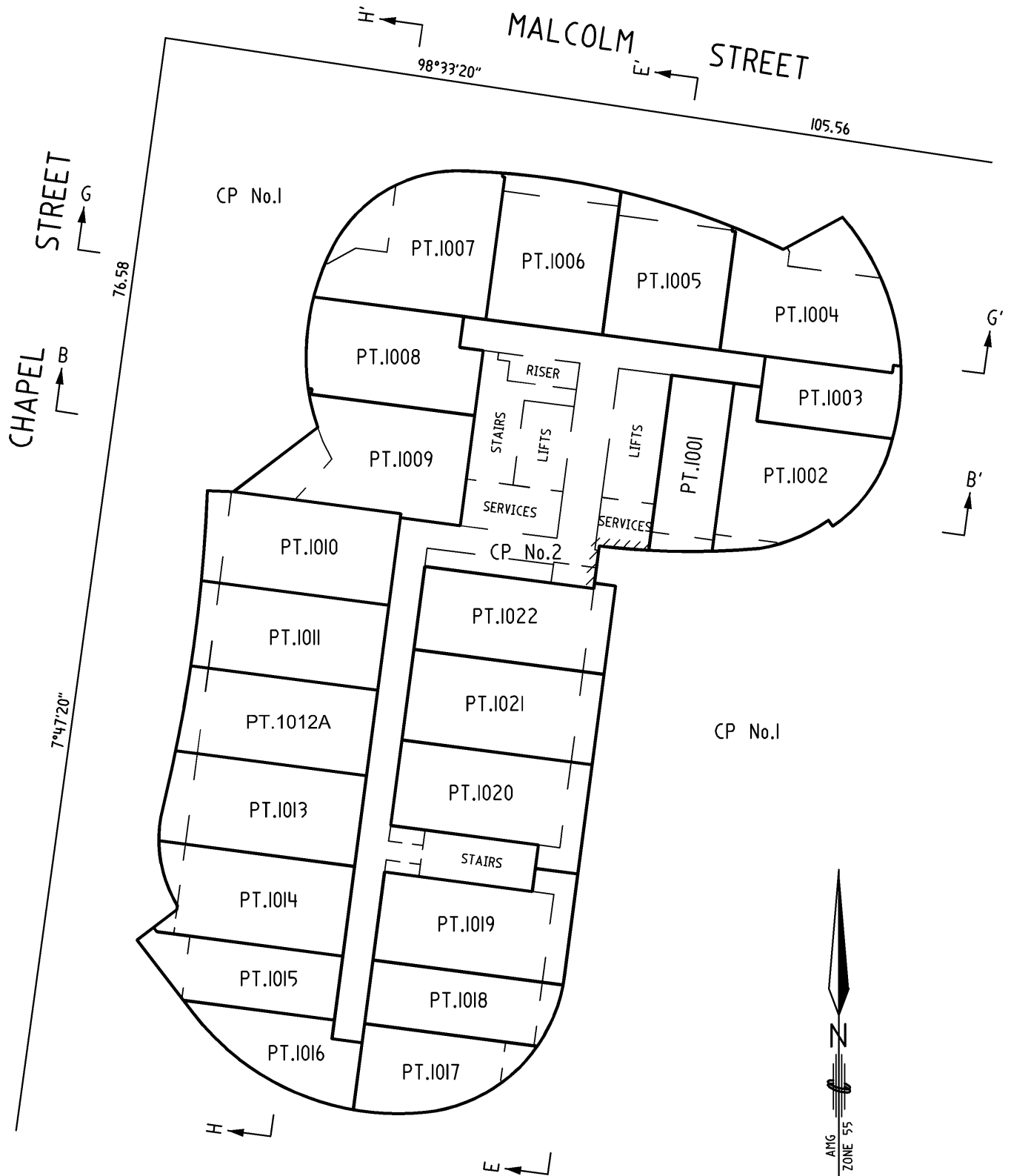
LEVEL 10

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



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HAWTHORN 3122

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FAX 9818 2322

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surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 67

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.66

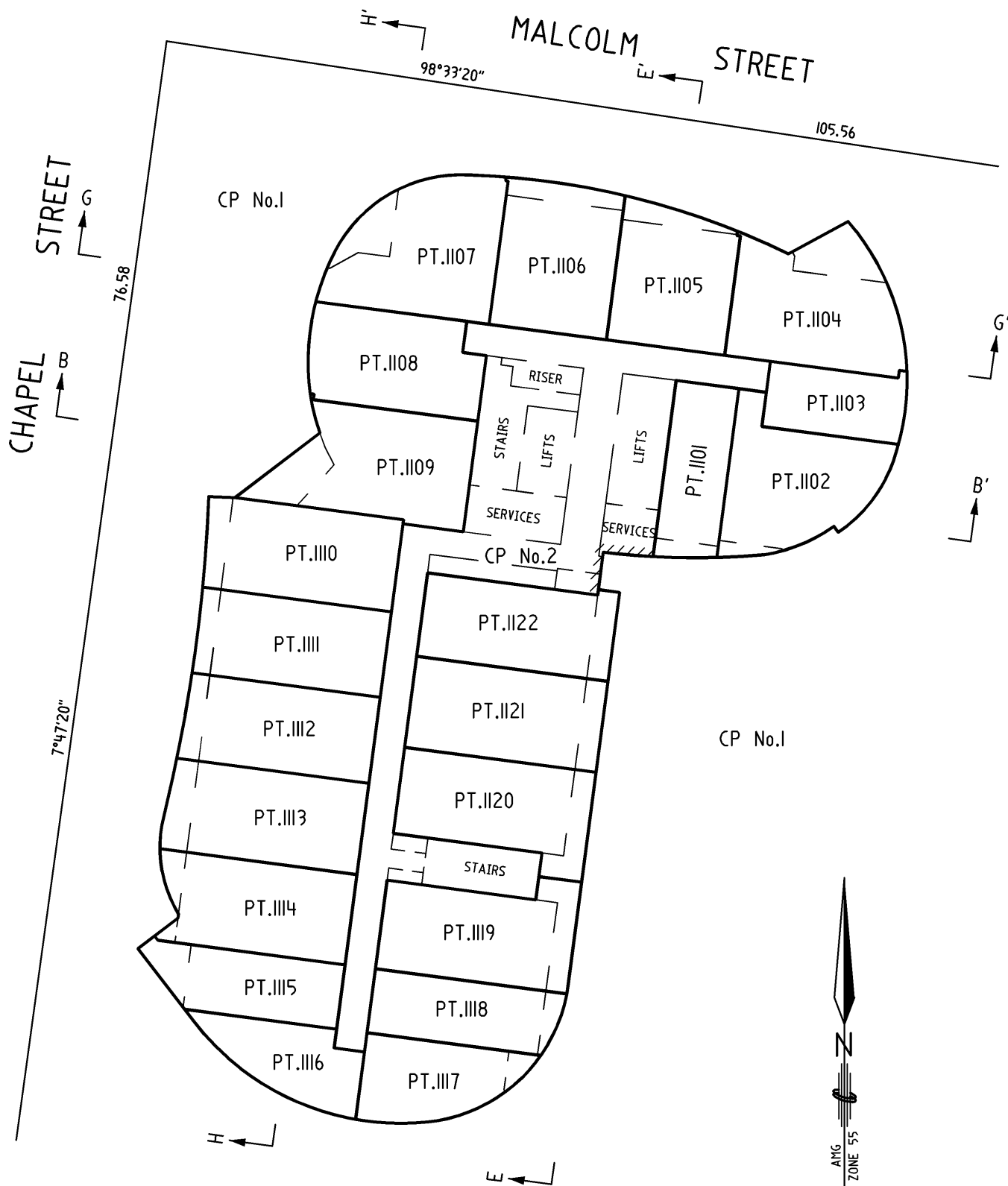
LEVEL II

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



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HAWTHORN 3122

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FAX 9818 2322

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surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 68

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.67

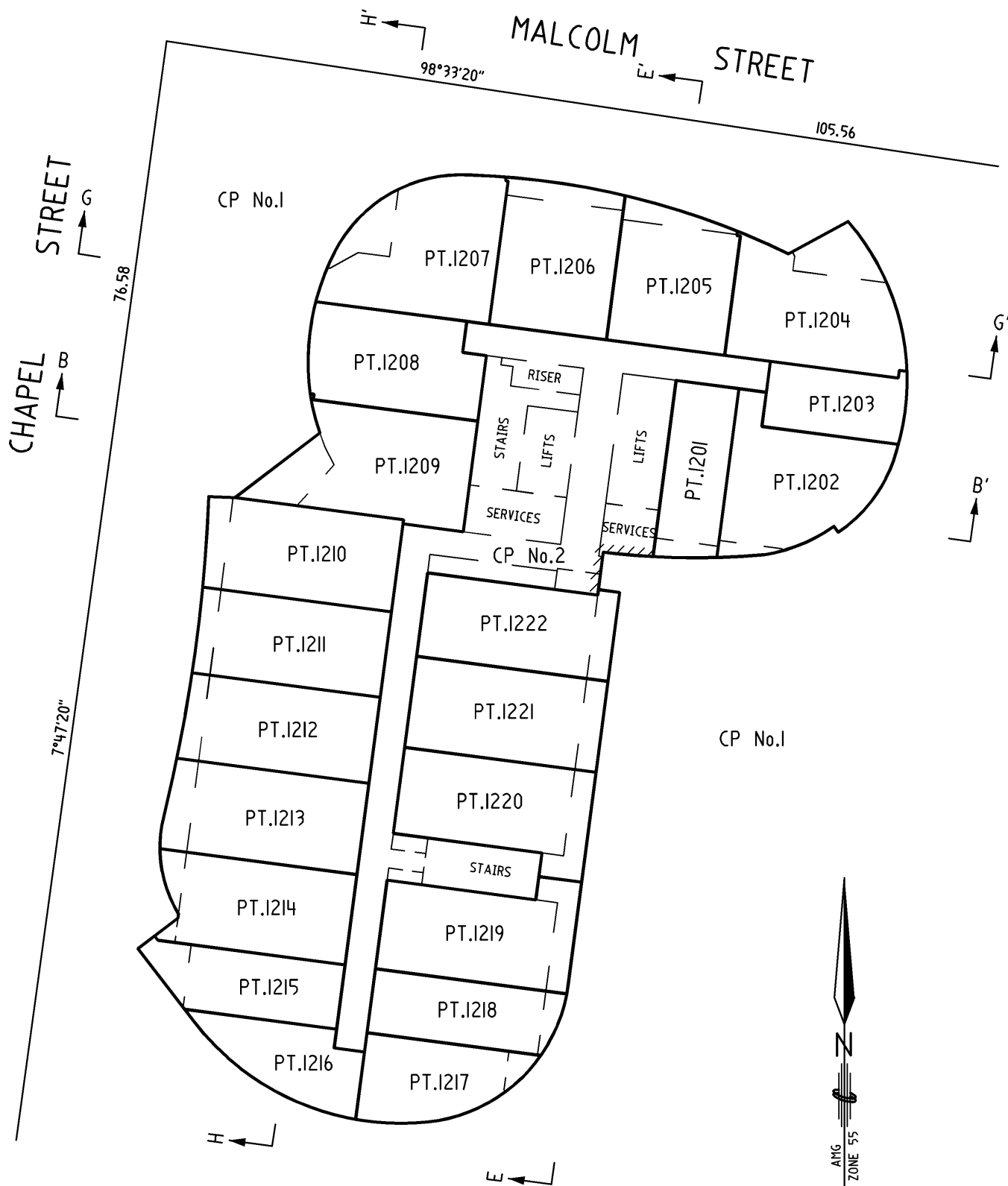
LEVEL 12

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN

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HAWTHORN 3122

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surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 69

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.68

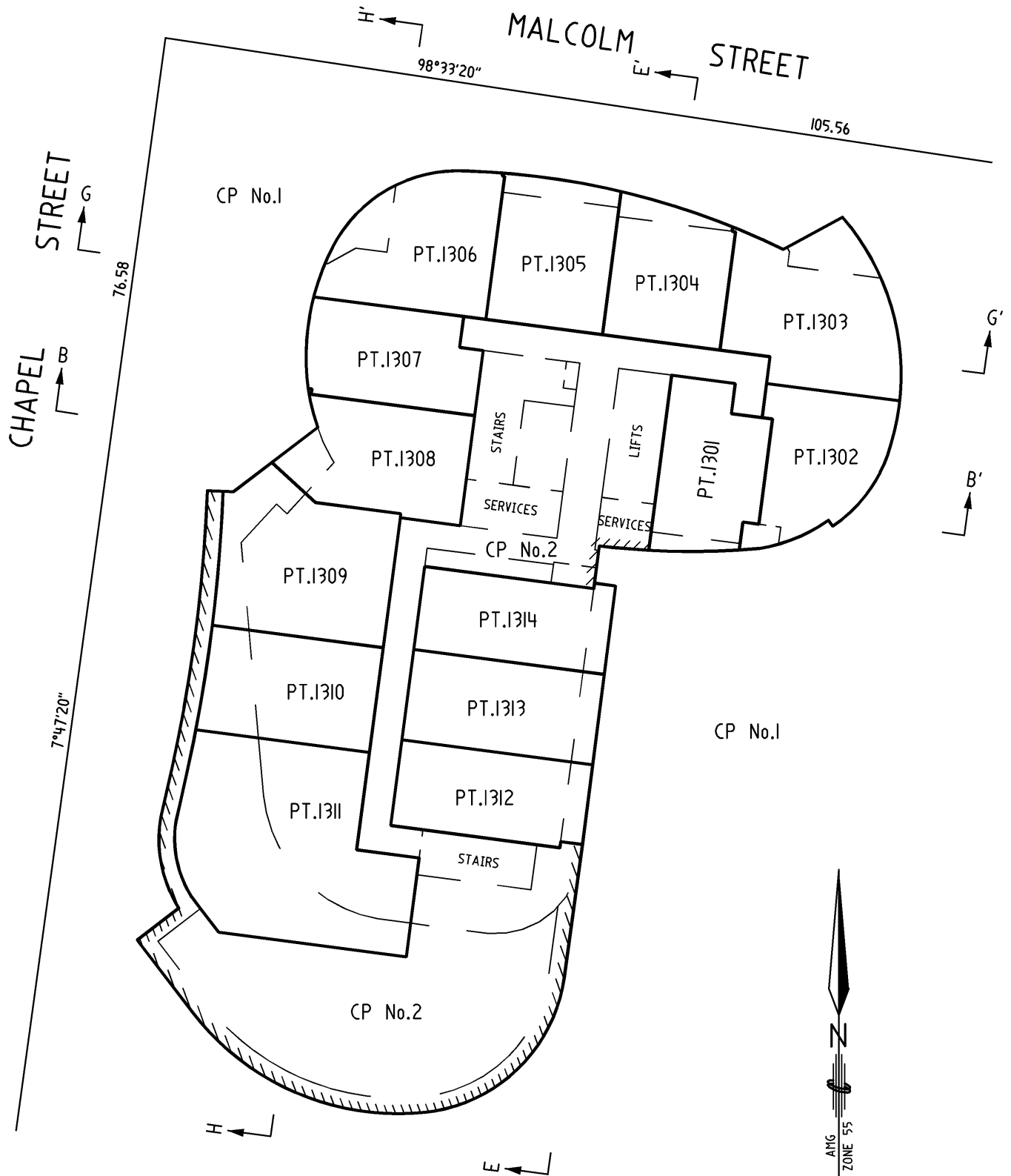
LEVEL 13

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN

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SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 70

DATE

COUNCIL DELEGATE SIGNATURE

DIAGRAM No.69

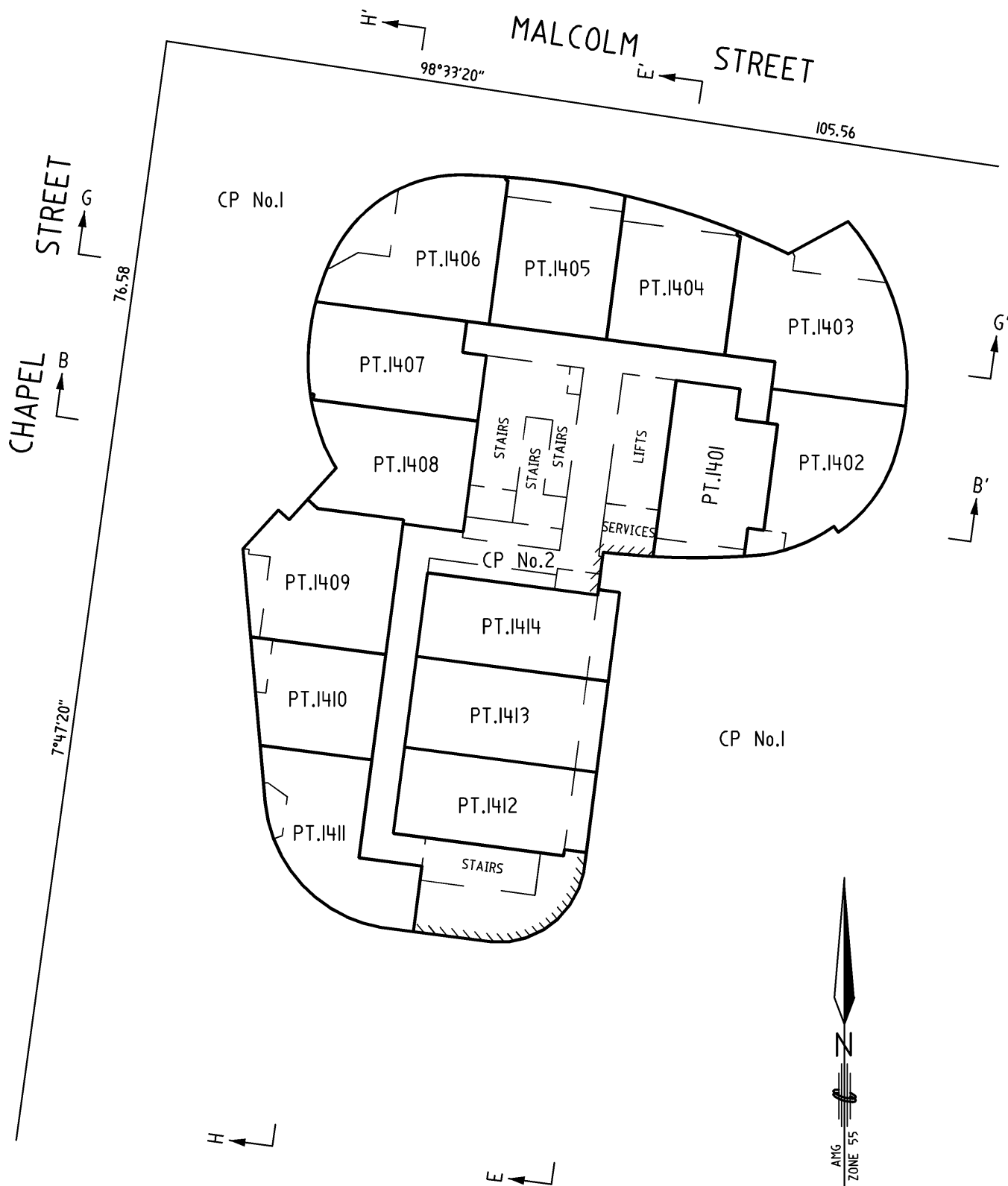
LEVEL 14

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



MADIGAN



SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE

2.5 0 2.5 5 7.5 10 12.5

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:250

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

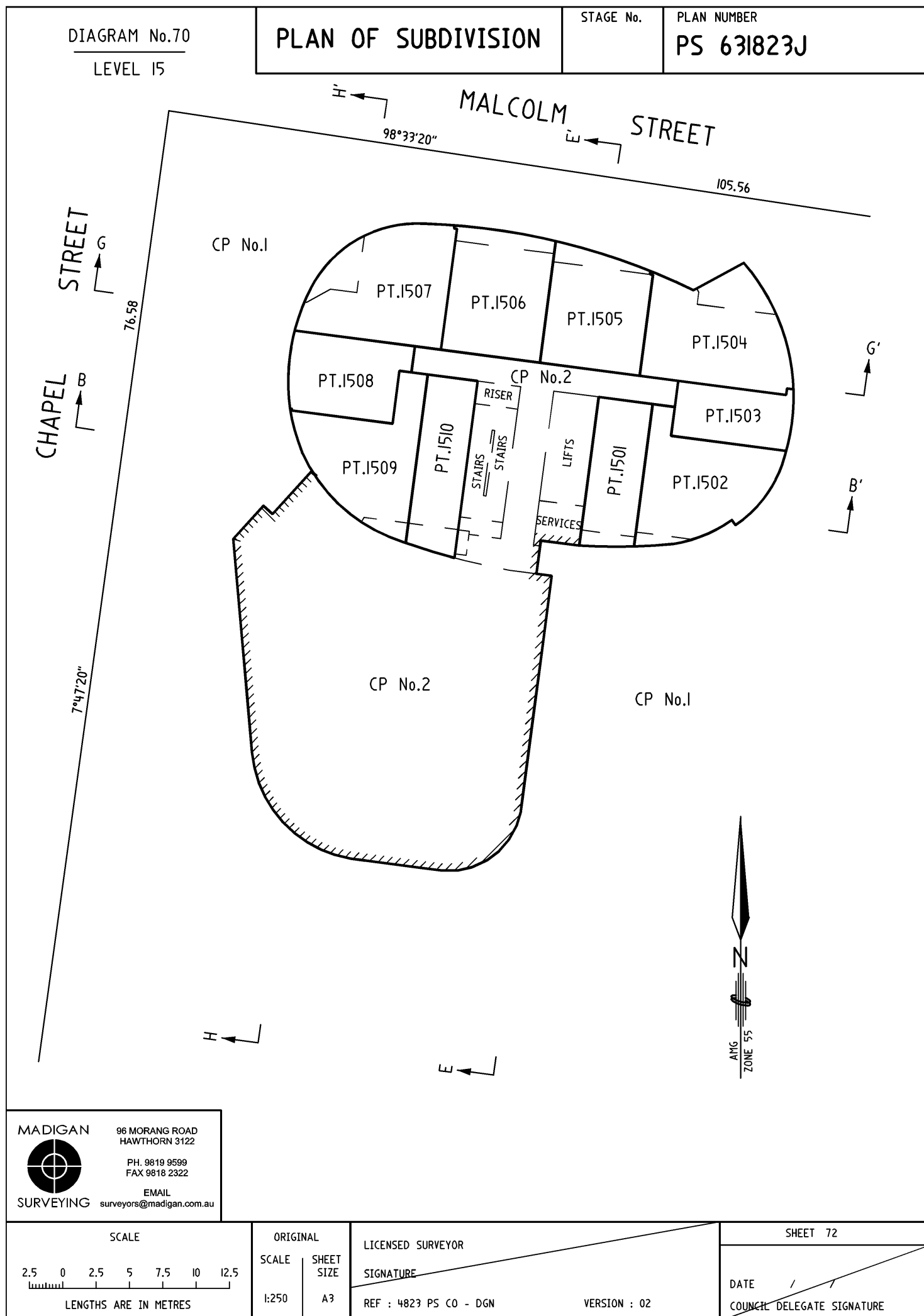
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VERSION : 02

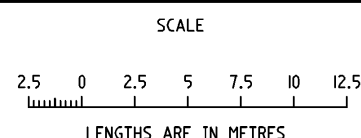
SHEET 71

DATE

COUNCIL DELEGATE SIGNATURE



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96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
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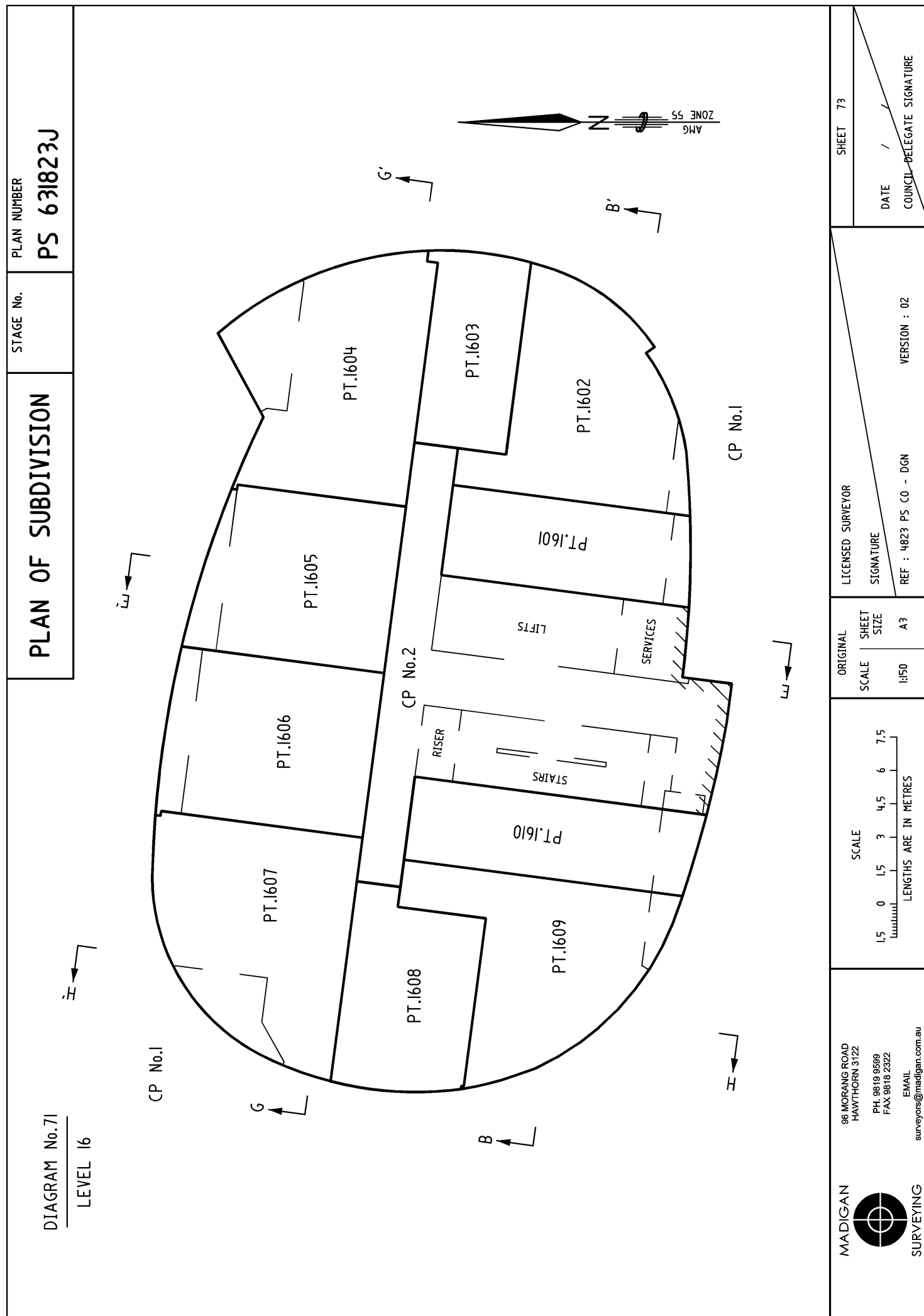
ORIGINAL
SCALE
1:250
SHEET
SIZE
A3

LICENSED SURVEYOR
SIGNATURE
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 72

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

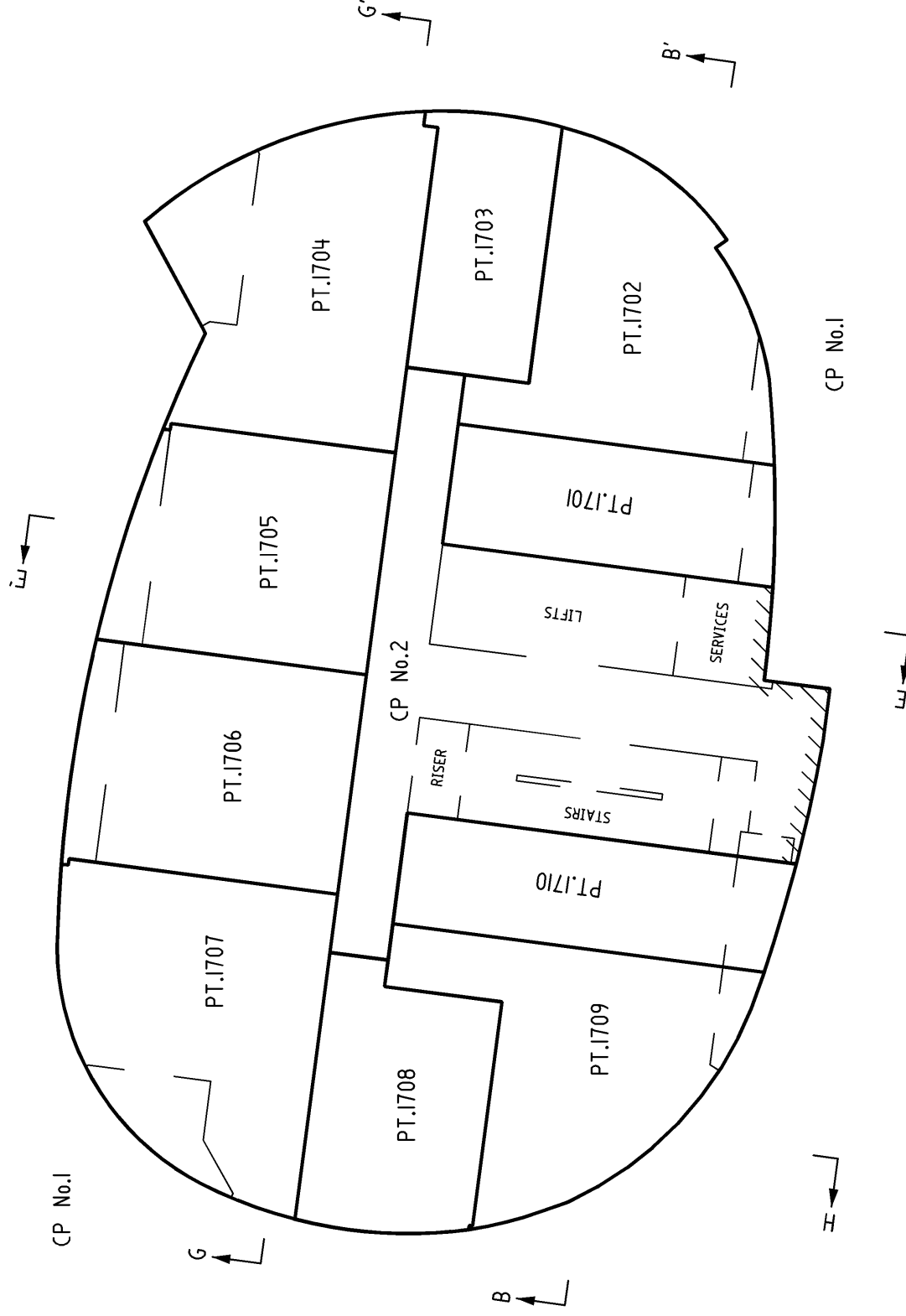
STAGE No.	PLAN NUMBER
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PLAN NUMBER

PS 631823J

DIAGRAM No.72

LEVEL 17



MADIGAN



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LICENSED SURVEYOR

SIGNATURE

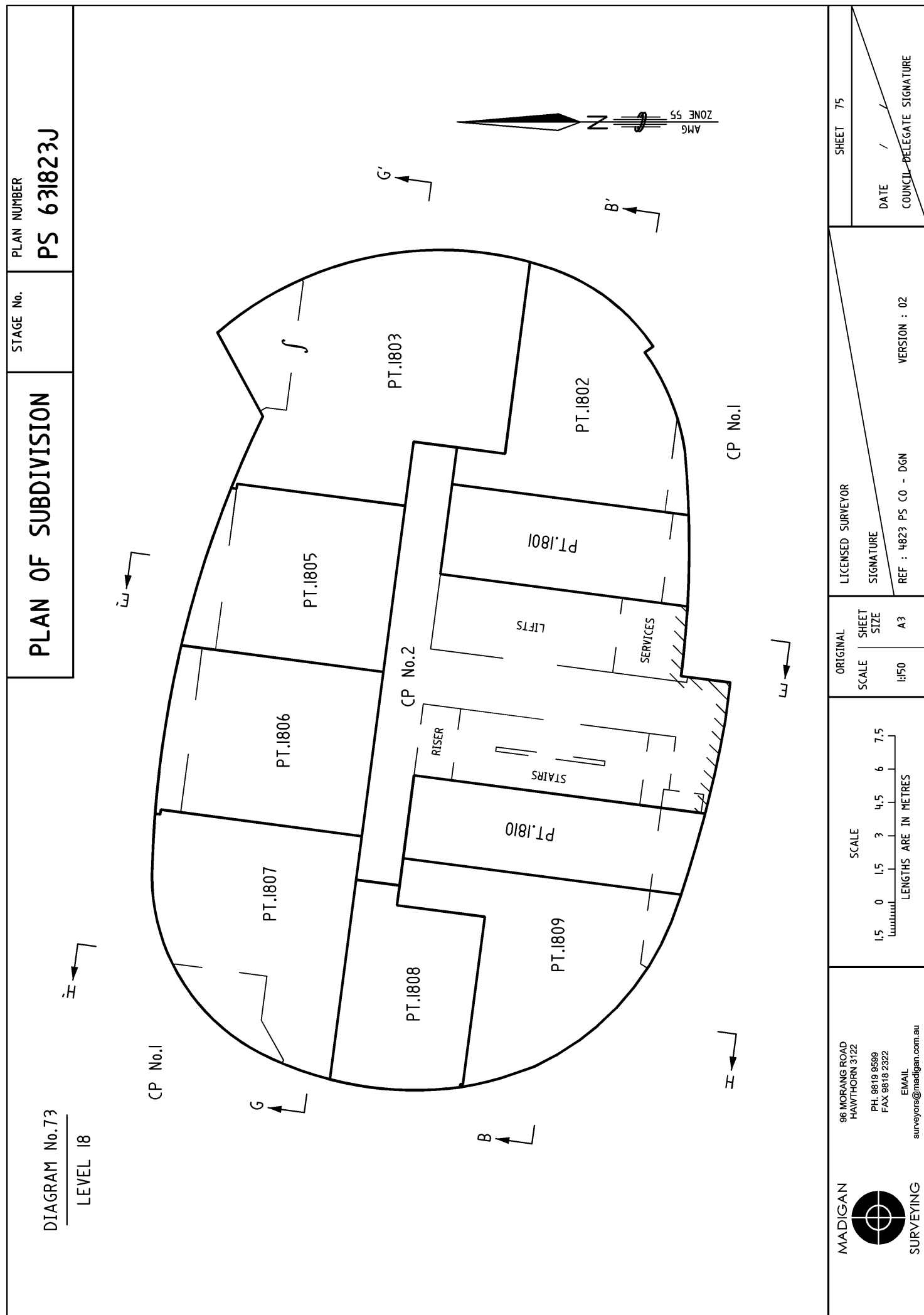
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 74

DATE _____

~~COUNCIL DELEGATE SIGNATURE~~



PLAN OF SUBDIVISION

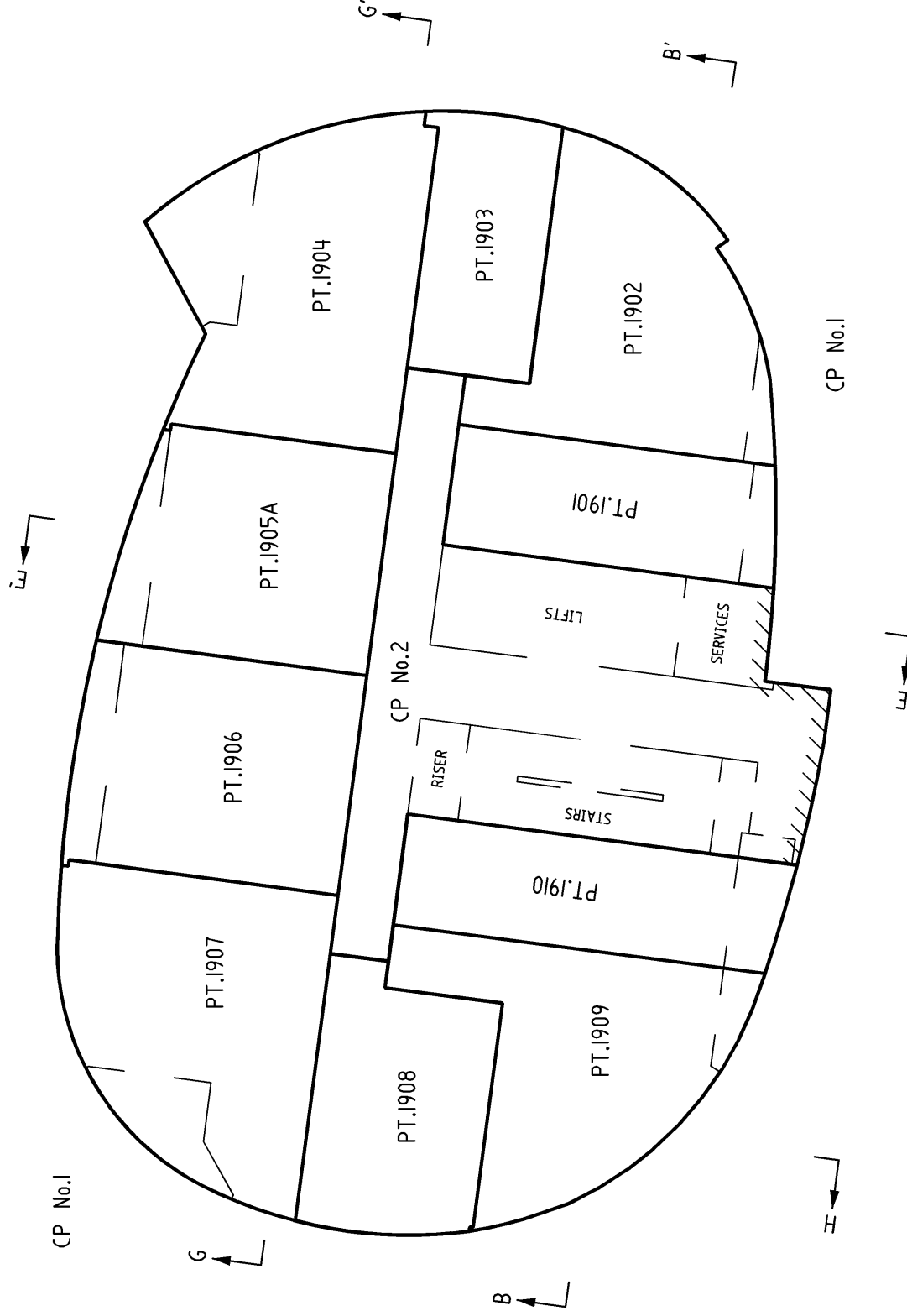
STAGE No.	PLAN NUMBER
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PLAN NUMBER

PS 631823J

DIAGRAM No.74

LEVEL 19



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ORIGINAL

SCALE	SHEET	SIZE
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LICENSED SURVEYOR

SIGNATURE

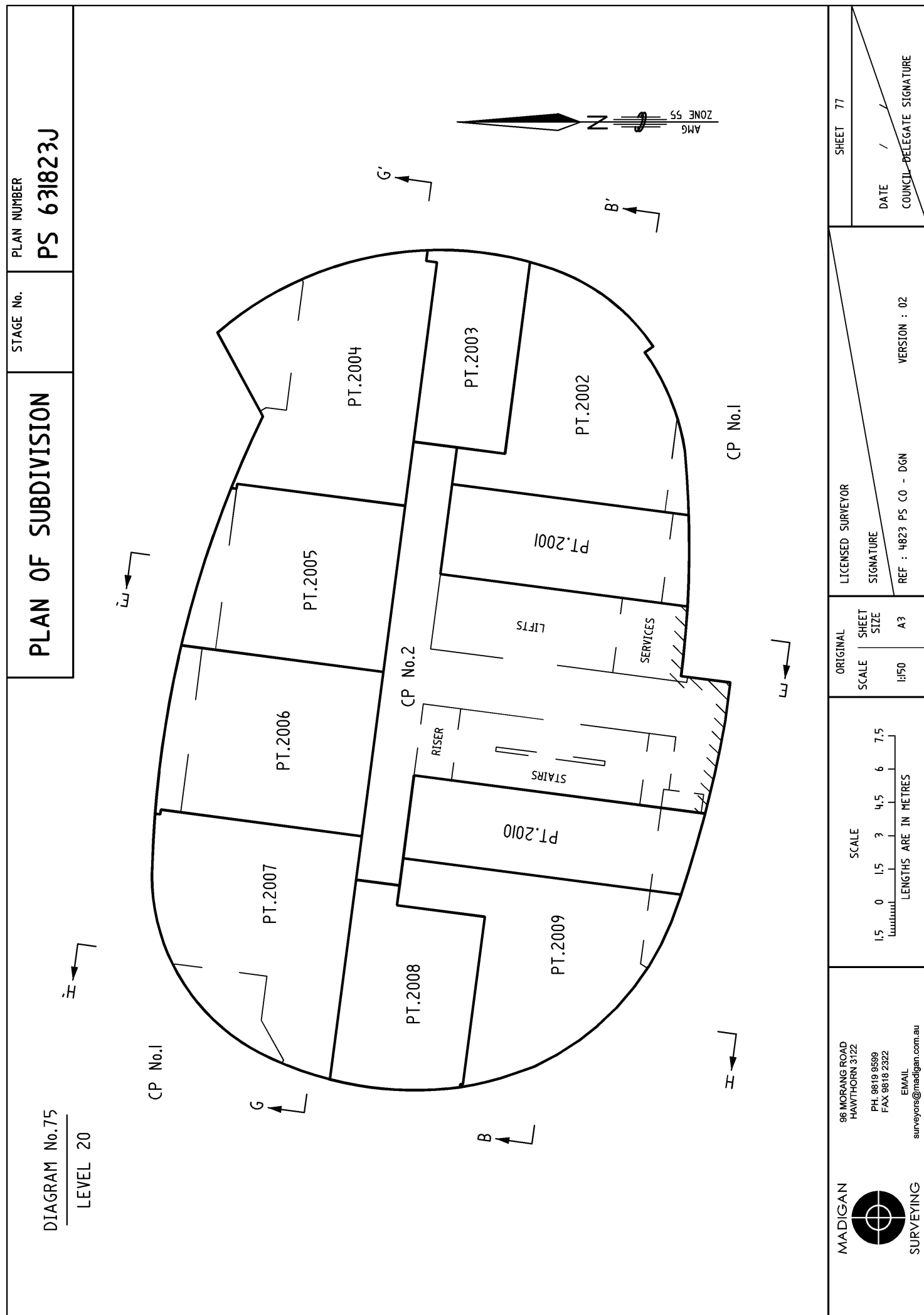
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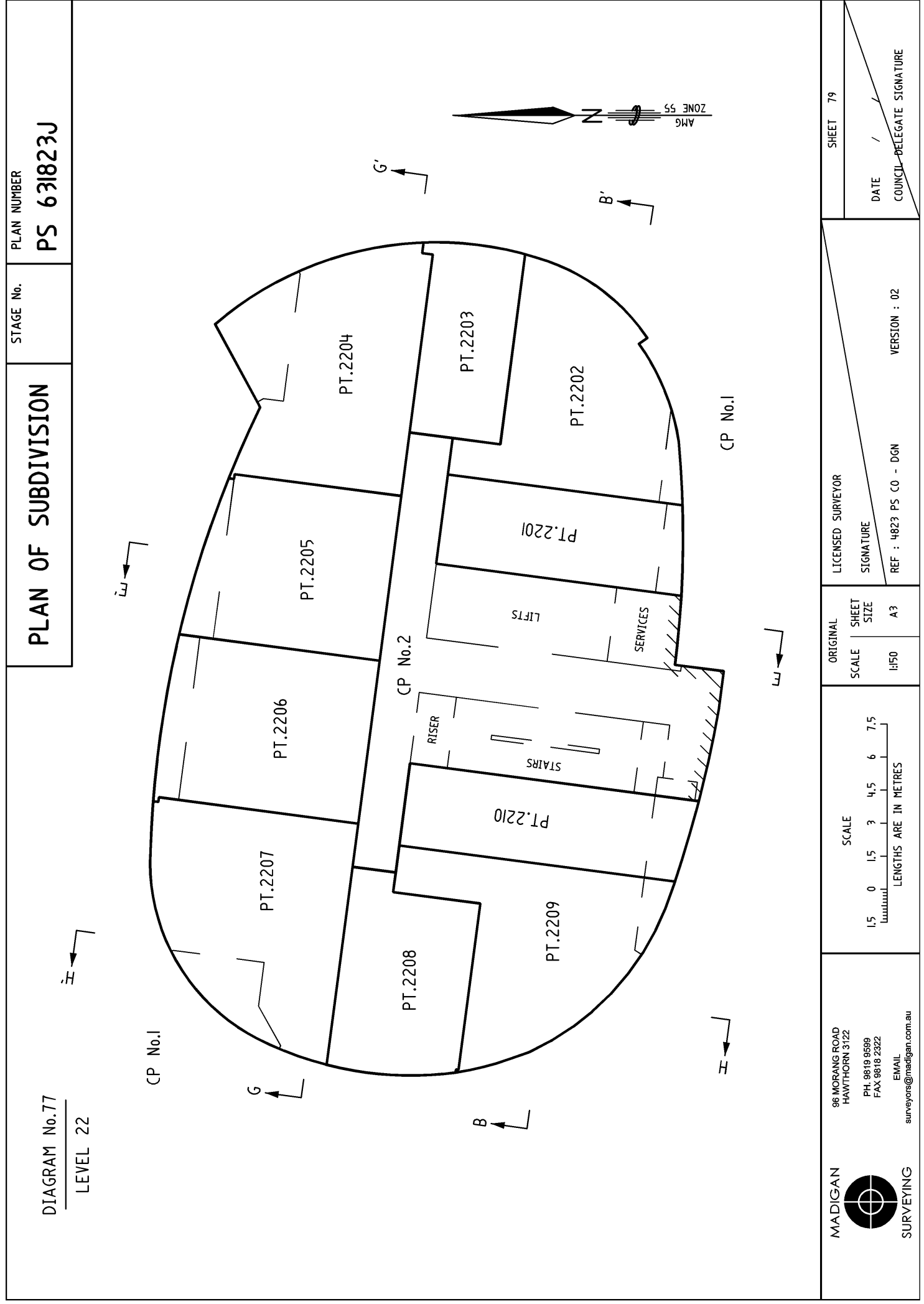
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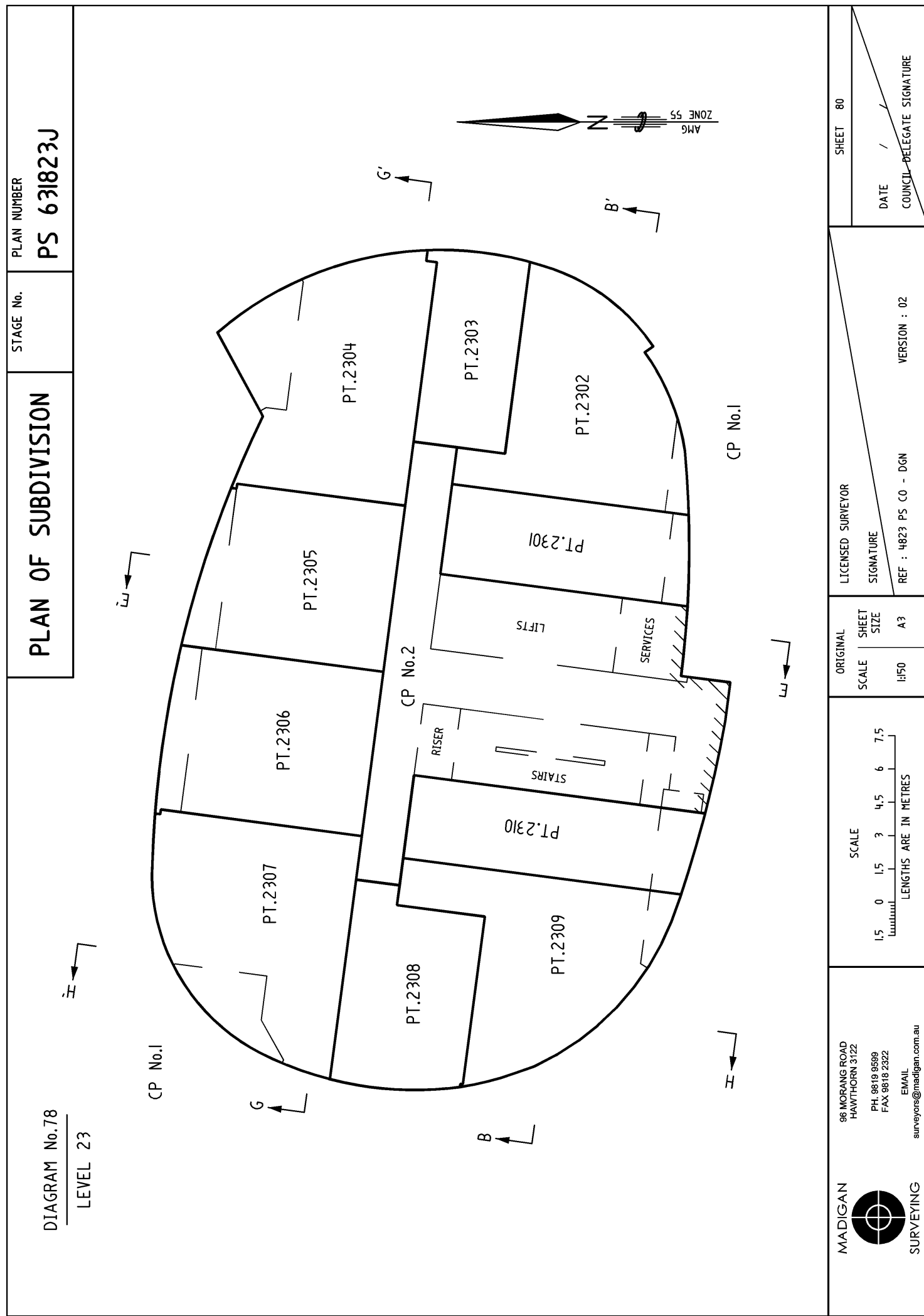
SHEET 76

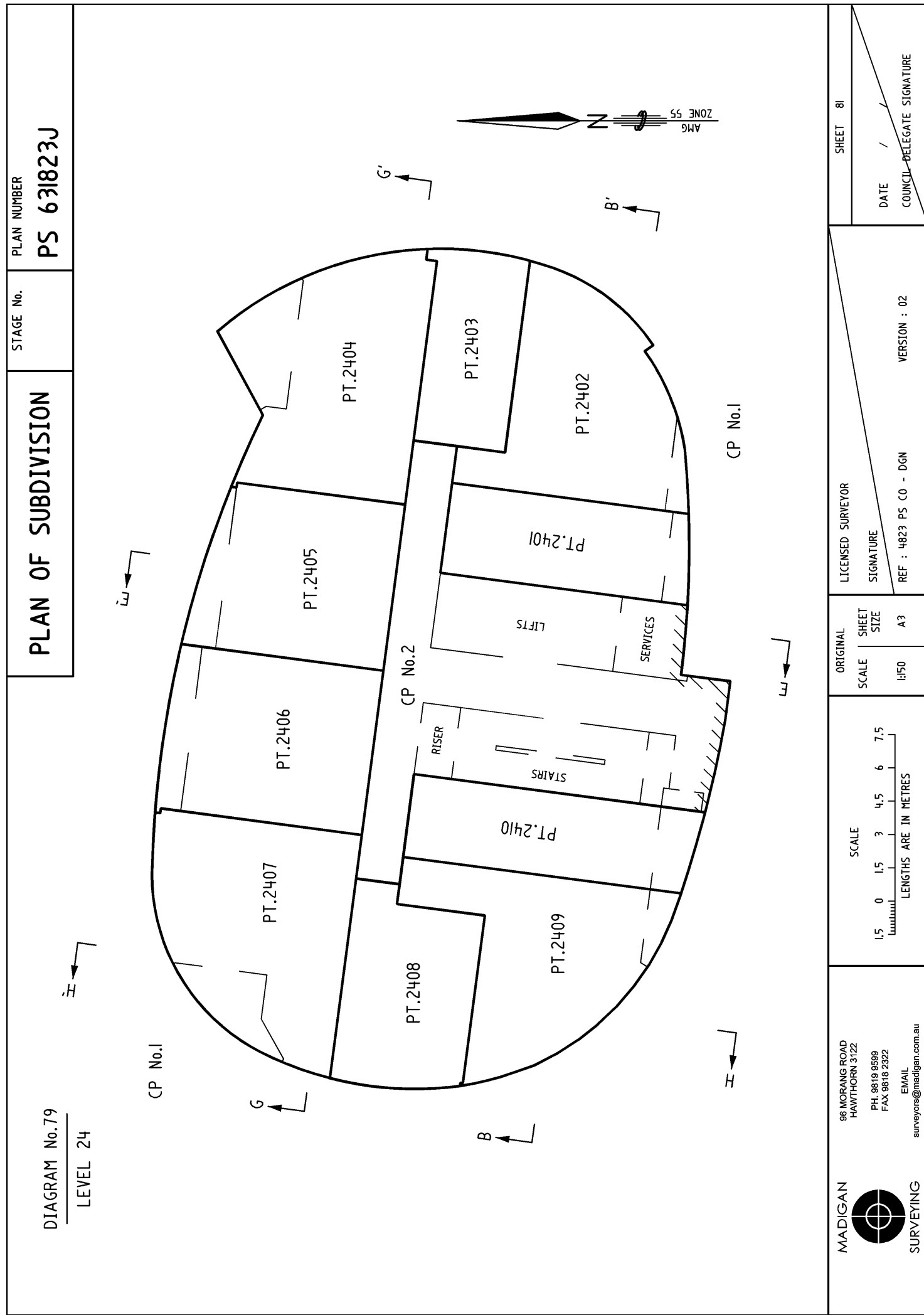
DATE _____

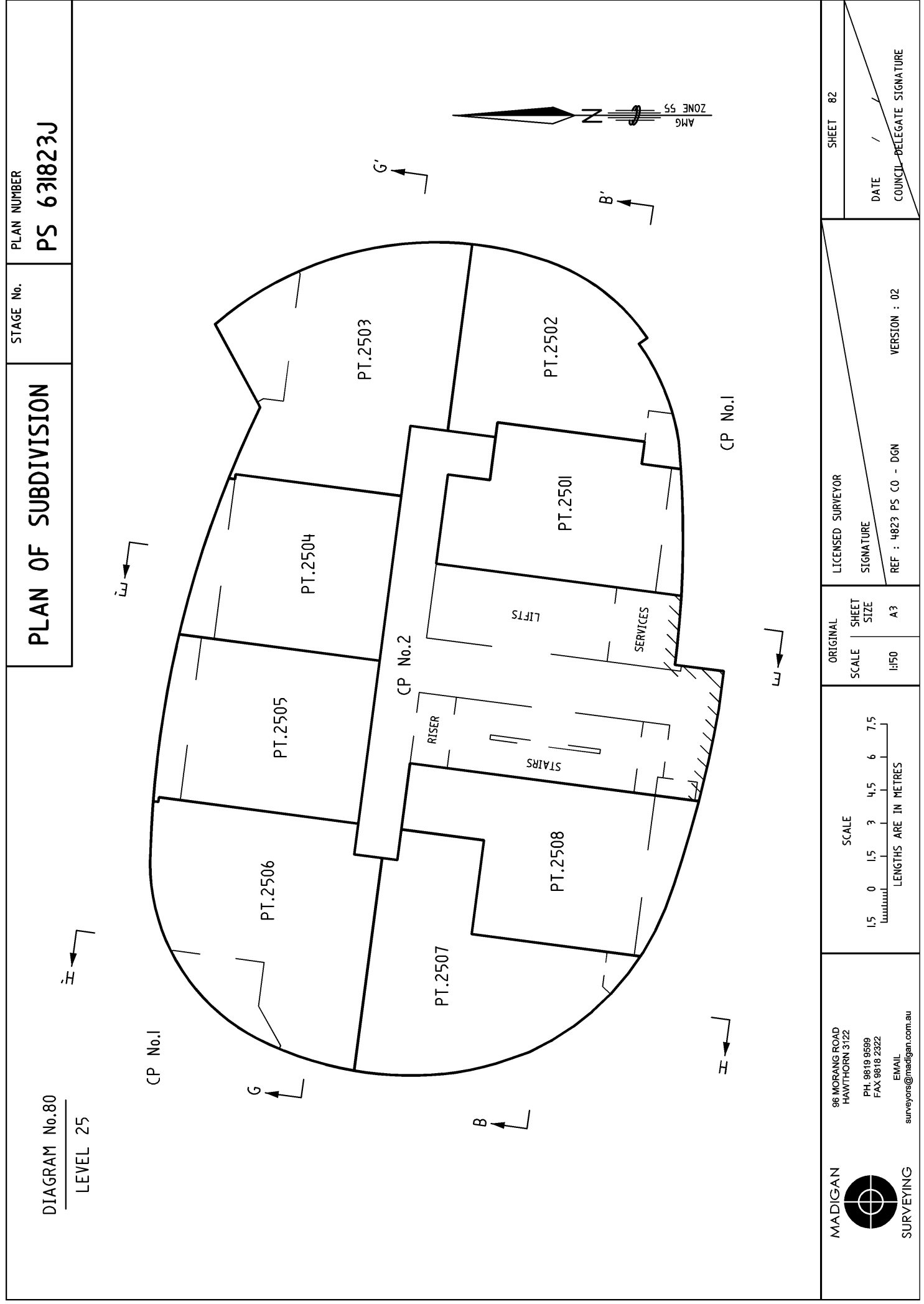
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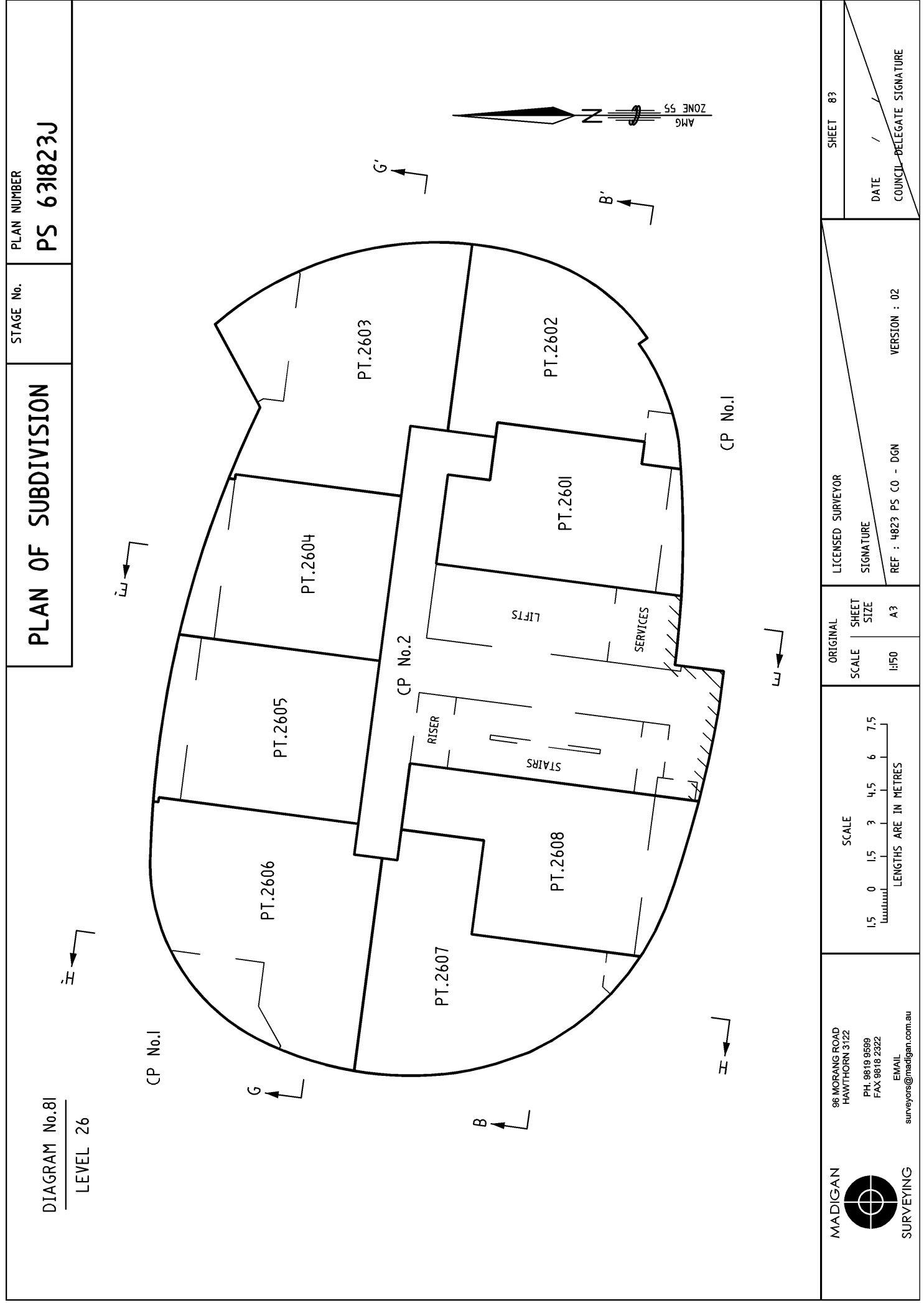


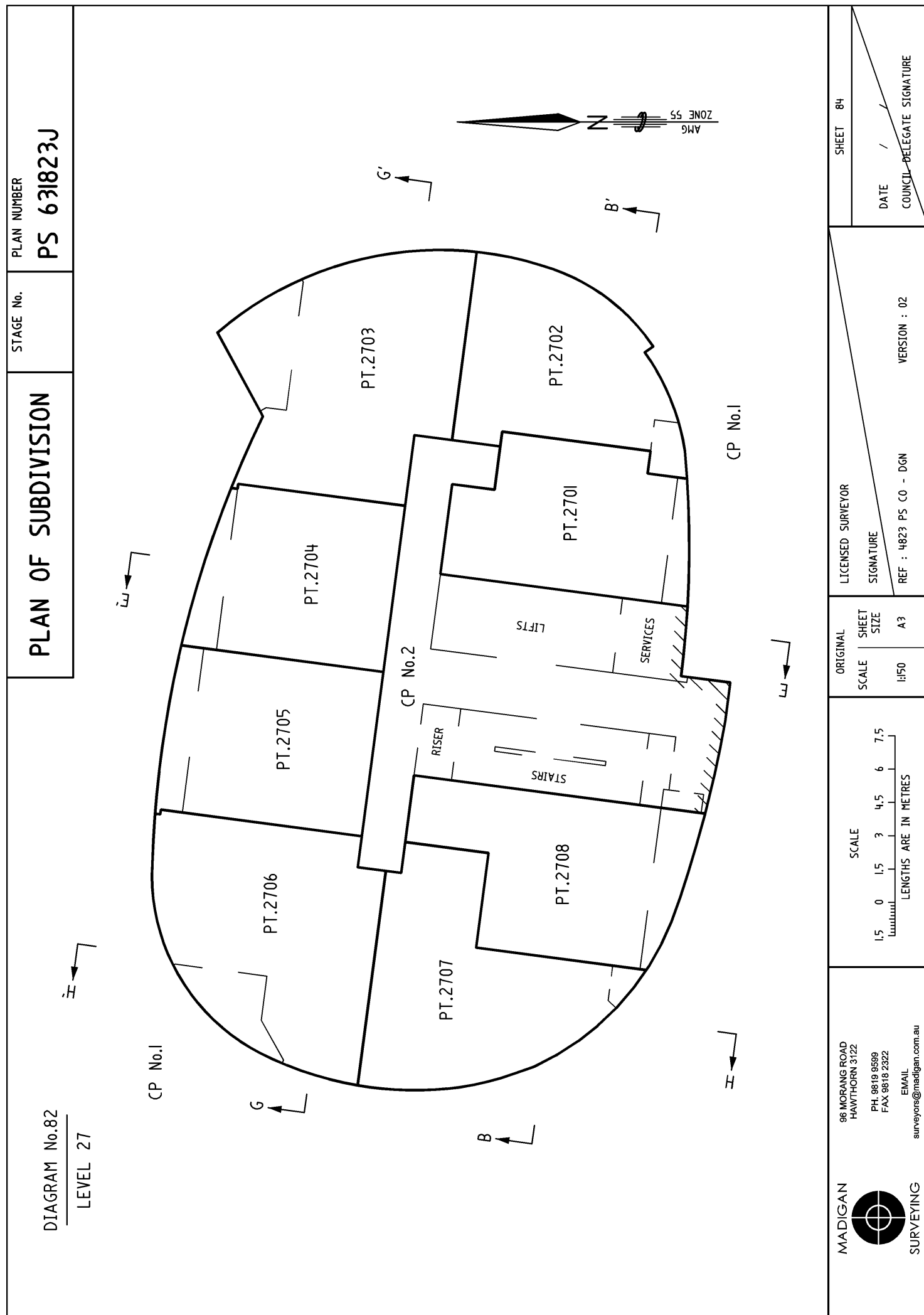


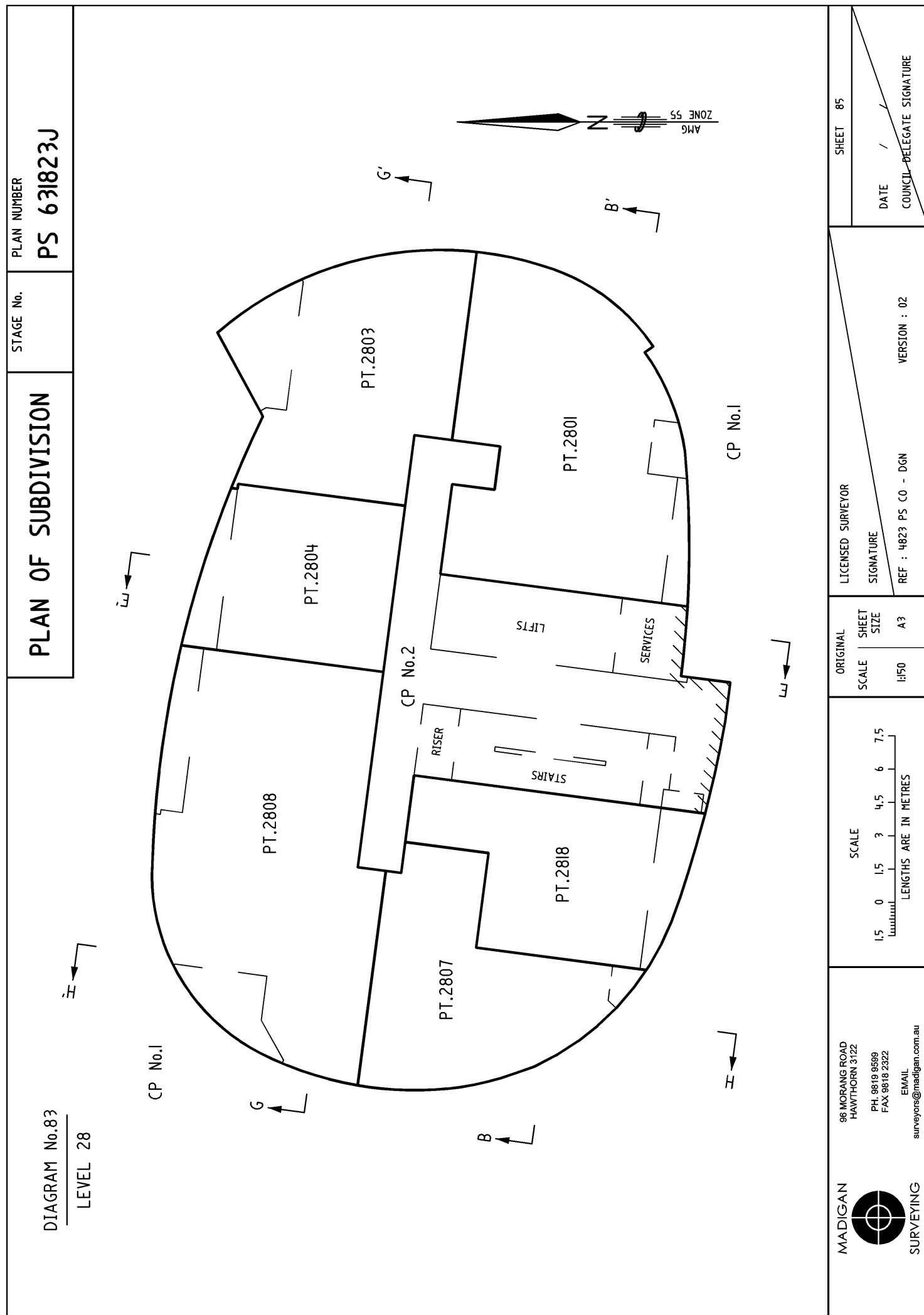


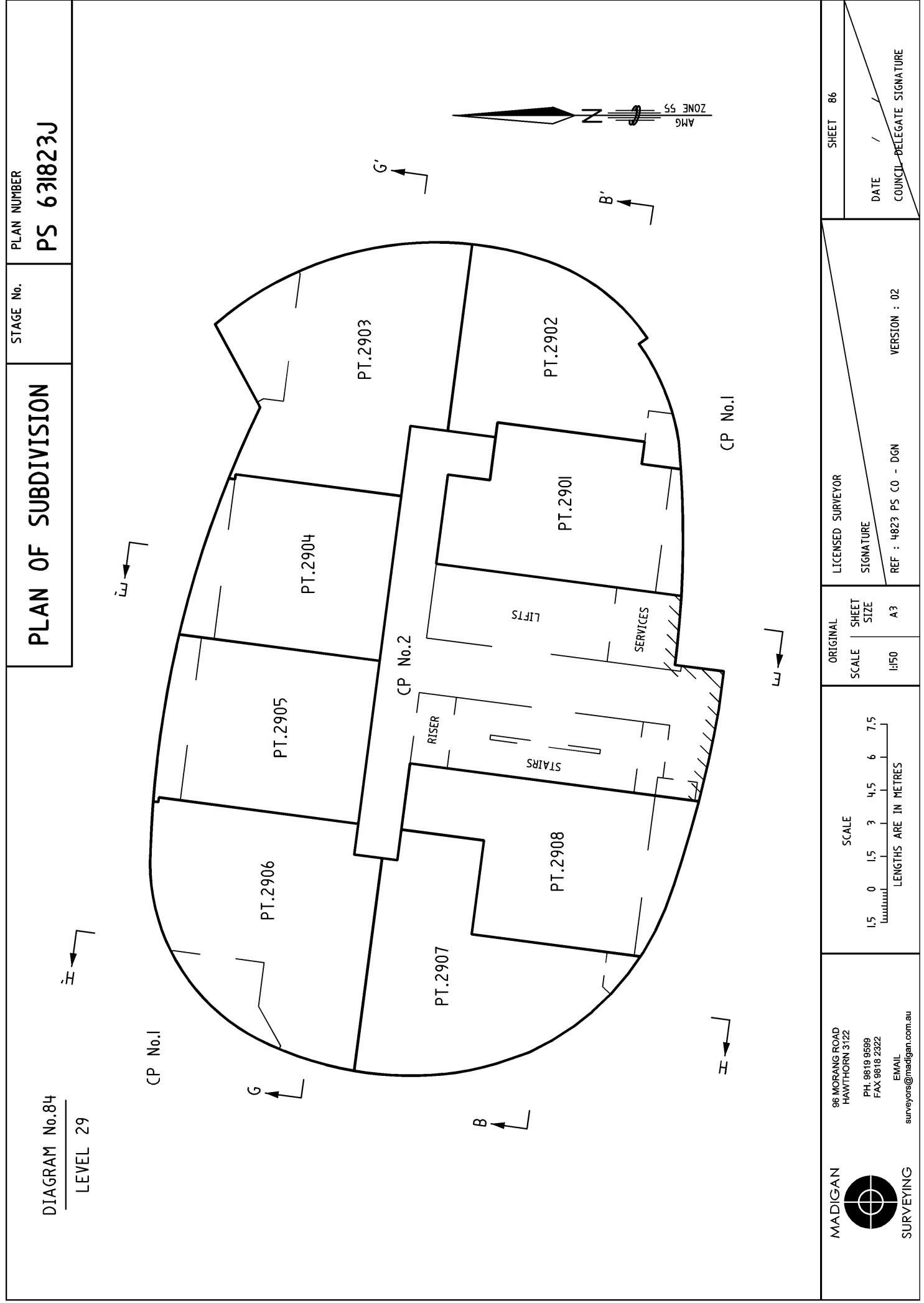












PLAN OF SUBDIVISION

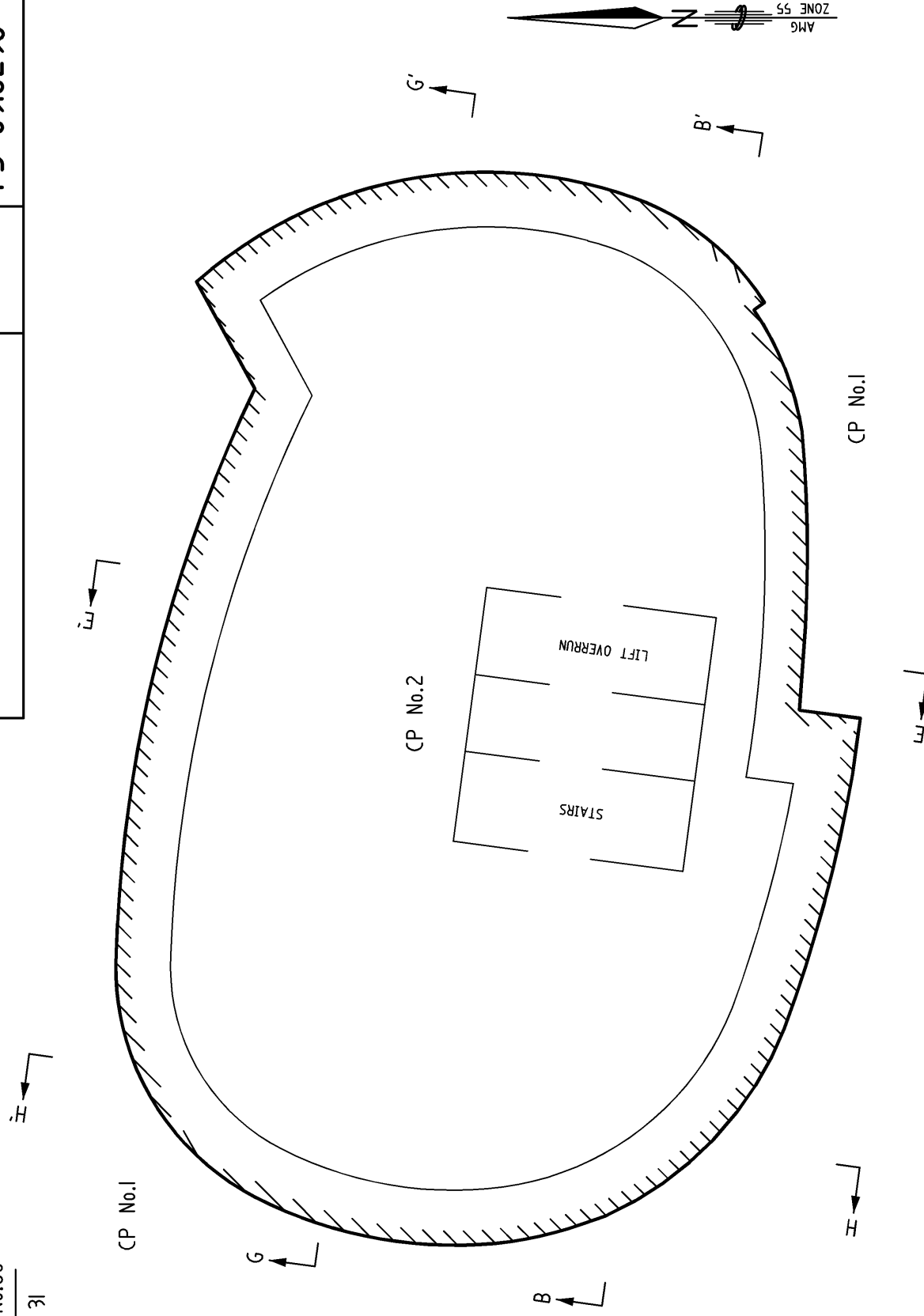
STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER

PS 631823J

DIAGRAM No.86

LEVEL 31



MADIGAN



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HAWTHORN 3122

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EMAIL
surveyors@madigan.com.au

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 88

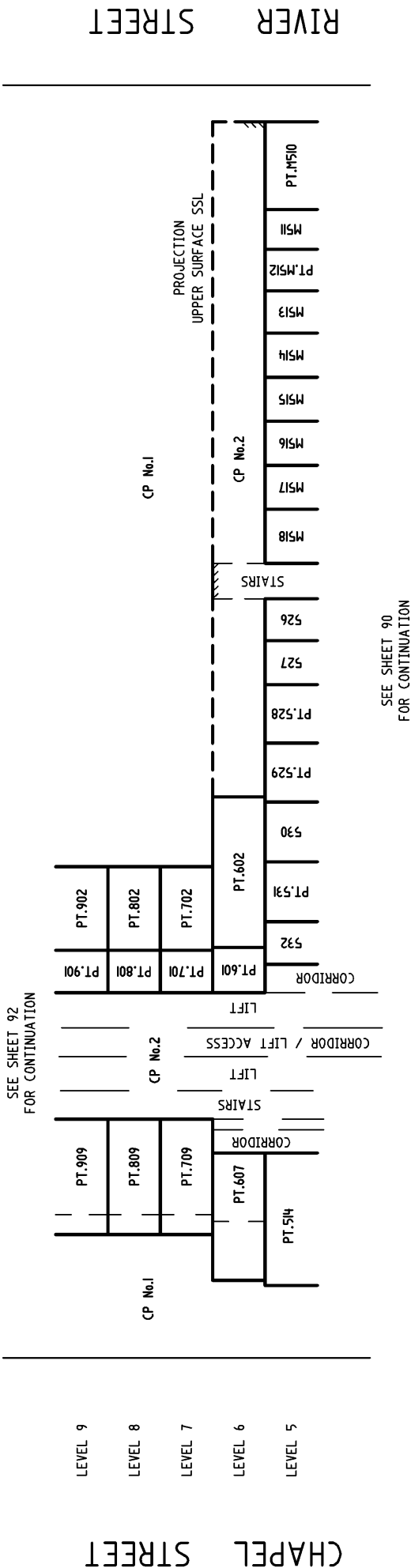
DATE _____

~~COUNCIL DELEGATE SIGNATURE~~

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 631823J



SECTION B-B'
(DIAGRAMS 1 - 86)
(BASEMENT 3 TO LEVEL 3I)

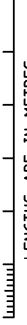
SSL - STRUCTURAL SLAB LEVEL



MADIGAN SURVEYING

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SCALE



LENGTHS ARE IN METRES

ORIGINAL
SCALE
N.T.S.

SHEET
SIZE
A3

LICENSED SURVEYOR
SIGNATURE
REF : 4823 PS C0 - DGN

SHEET 91

DATE / /
COUNCIL-DELEGATE SIGNATURE

VERSION : 02

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

SSL - STRUCTURAL SLAB LEVEL

STREET

CHAPEL

LEVEL 31
LEVEL 30
LEVEL 29
LEVEL 28
LEVEL 27
LEVEL 26
LEVEL 25
LEVEL 24
LEVEL 23
LEVEL 22
LEVEL 21
LEVEL 20
LEVEL 19
LEVEL 18
LEVEL 17
LEVEL 16
LEVEL 15
LEVEL 14
LEVEL 13
LEVEL 12
LEVEL 11
LEVEL 10
LEVEL 9
LEVEL 8

CP No.1

PROJECTION
UPPER SURFACE SSL

STAIRS

CORRIDOR / LIFT ACCESS

LIFT

CP No.2

STAIRS

CORRIDOR / LIFT ACCESS

LIFT

PT.3007	PT.3008
PT.2907	PT.2908
PT.2807	PT.2818
PT.2707	PT.2708
PT.2607	PT.2608
PT.2507	PT.2508
PT.2409	PT.2440
PT.2309	PT.2330
PT.2209	PT.2210
PT.2109	
PT.2009	PT.2010
PT.1909	PT.1910
PT.1809	PT.1810
PT.1709	PT.1710
PT.1609	PT.1610
PT.1509	PT.1510
PT.1408	
PT.1308	
PT.1209	
PT.1109	
PT.1009	
PT.909	
PT.809	

PT.3001	PT.3002
PT.2901	PT.2902
PT.2801	
PT.2701	PT.2702
PT.2601	PT.2602
PT.2501	PT.2502
PT.2401	PT.2402
PT.2301	PT.2302
PT.2201	PT.2202
PT.2101	PT.2102
PT.2001	PT.2002
PT.1901	PT.1902
PT.1801	PT.1802
PT.1701	PT.1702
PT.1601	PT.1602
PT.1501	PT.1502
PT.1401	PT.1402
PT.1301	PT.1302
PT.1201	PT.1202
PT.1101	PT.1102
PT.1001	PT.1002
PT.901	PT.902
PT.801	PT.802

CP No.1

SEE SHEET 91
FOR CONTINUATION

SECTION B-B'

(DIAGRAMS 1 - 86)
(BASEMENT 3 TO LEVEL 31)

MADIGAN

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
N.T.S. A3

LICENSED SURVEYOR

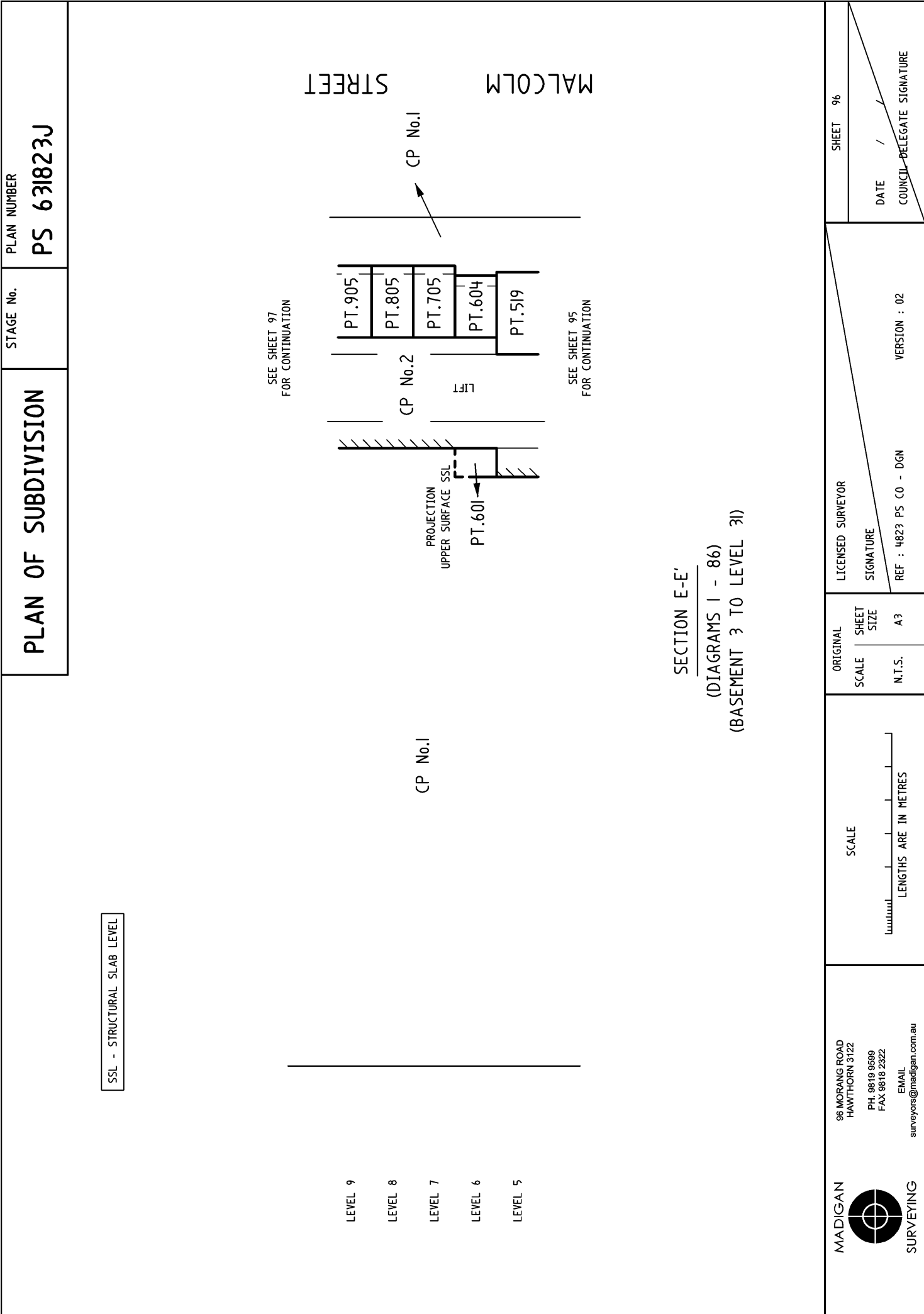
SIGNATURE

REF : 4823 PS CO - DGN

VERSION : 02

SHEET 92

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

CP No.1

CP No.2

LIFT

CP No.1

MALCOLM STREET

LEVEL 31
LEVEL 30
LEVEL 29
LEVEL 28
LEVEL 27
LEVEL 26
LEVEL 25
LEVEL 24
LEVEL 23
LEVEL 22
LEVEL 21
LEVEL 20
LEVEL 19
LEVEL 18
LEVEL 17
LEVEL 16
LEVEL 15
LEVEL 14
LEVEL 13
LEVEL 12
LEVEL 11
LEVEL 10
LEVEL 9
LEVEL 8

PT.3004
PT.2904
PT.2804
PT.2704
PT.2604
PT.2504
PT.2405
PT.2305
PT.2205
PT.2105
PT.2005
PT.1905A
PT.1805
PT.1705
PT.1605
PT.1505
PT.1404
PT.1304
PT.1205
PT.1105
PT.1005
PT.905
PT.805

SSL - STRUCTURAL SLAB LEVEL

SEE SHEET 96
FOR CONTINUATION

SECTION E-E'
(DIAGRAMS 1 - 86)
(BASEMENT 3 TO LEVEL 31)

MADIGAN

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

N.T.S.

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

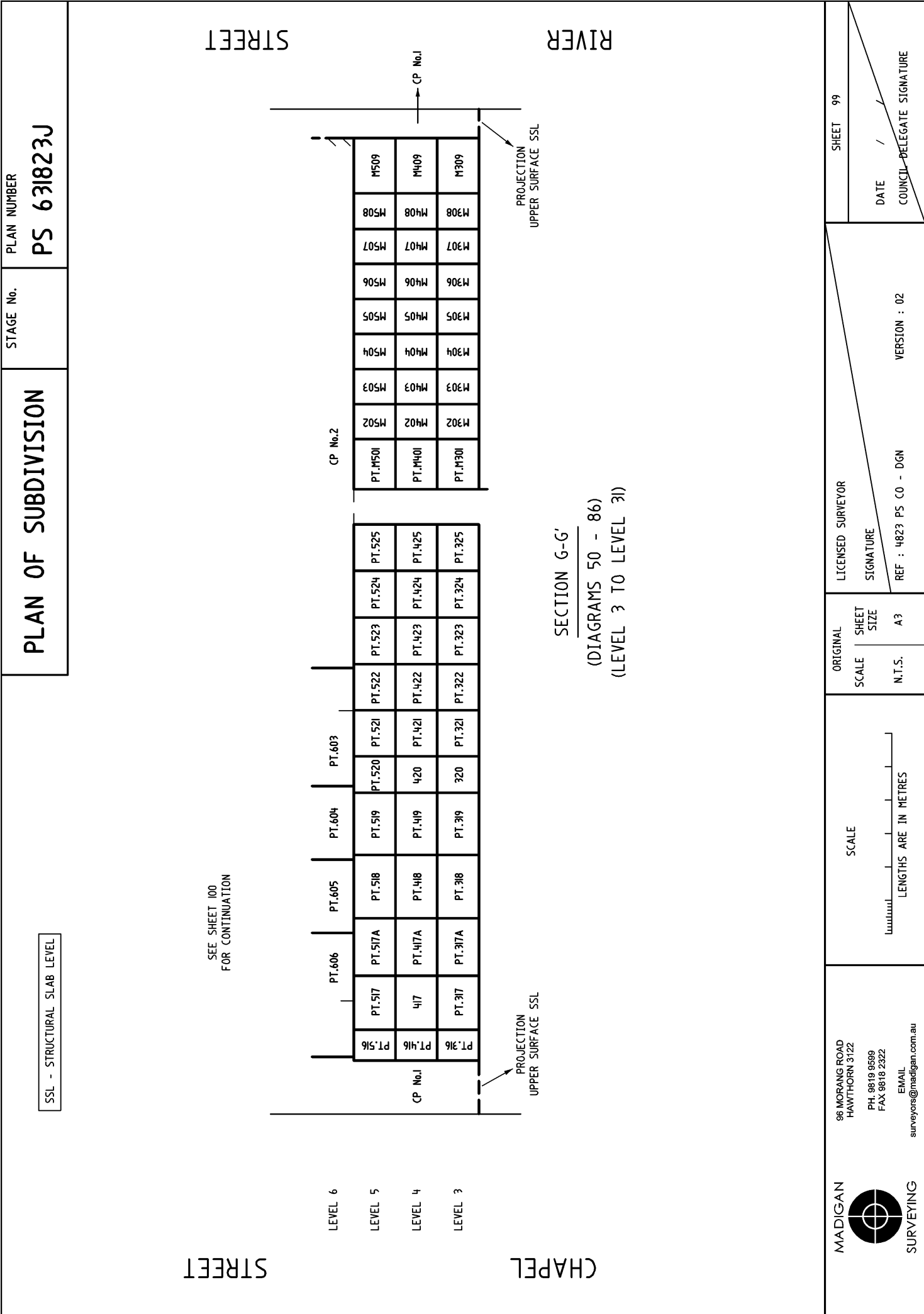
REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 97

DATE

COUNCIL DELEGATE SIGNATURE



SECTION G-G'

(DIAGRAMS 50 - 86)

(LEVEL 3 TO LEVEL 3I)

PROJECTION
UPPER SURFACE SSL

PROJECTION
UPPER SURFACE SSL

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FAX 9818 2322
EMAIL
surveyors@madigan.com.au

MADIGAN



SURVEYING

SCALE



LENGTHS ARE IN METRES

ORIGINAL
SCALE
N.T.S.

SHEET
SIZE
A3

LICENSED SURVEYOR
SIGNATURE

REF : 4823 PS C0 - DGN

SHEET 99

DATE / /

COUNCIL-DELEGATE SIGNATURE

VERSION : 02

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

STREET

CHAPEL

LEVEL 31
LEVEL 30
LEVEL 29
LEVEL 28
LEVEL 27
LEVEL 26
LEVEL 25
LEVEL 24
LEVEL 23
LEVEL 22
LEVEL 21
LEVEL 20
LEVEL 19
LEVEL 18
LEVEL 17
LEVEL 16
LEVEL 15

CP No.2

CP No.1

PT.3006	PT.3005	PT.3004	PT.3003
PT.2906	PT.2905	PT.2904	PT.2903
PT.2808		PT.2804	PT.2803
PT.2706	PT.2705	PT.2704	PT.2703
PT.2606	PT.2605	PT.2604	PT.2603
PT.2506	PT.2505	PT.2504	PT.2503
PT.2407	PT.2406	PT.2405	PT.2404
PT.2307	PT.2306	PT.2305	PT.2304
PT.2207	PT.2206	PT.2205	PT.2204
PT.2107	PT.2106	PT.2105	PT.2104
PT.2007	PT.2006	PT.2005	PT.2004
PT.1907	PT.1906	PT.1905A	PT.1904
PT.1807	PT.1806	PT.1805	PT.1803
PT.1707	PT.1706	PT.1705	PT.1704
PT.1607	PT.1606	PT.1605	PT.1604
PT.1507	PT.1506	PT.1505	PT.1504

TYPICAL FOR LOT PT.2403

TYPICAL FOR LOT PT.2303

TYPICAL FOR LOT PT.2203

TYPICAL FOR LOT PT.2103

TYPICAL FOR LOT PT.2003

TYPICAL FOR LOT PT.1903

TYPICAL FOR LOT PT.1703

TYPICAL FOR LOT PT.1603

SEE SHEET 100
FOR CONTINUATION

SECTION G-G'

(DIAGRAMS 50 - 86)
(LEVEL 3 TO LEVEL 31)

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

N.T.S.

SHEET
SIZE

A3

LICENSED SURVEYOR

SIGNATURE

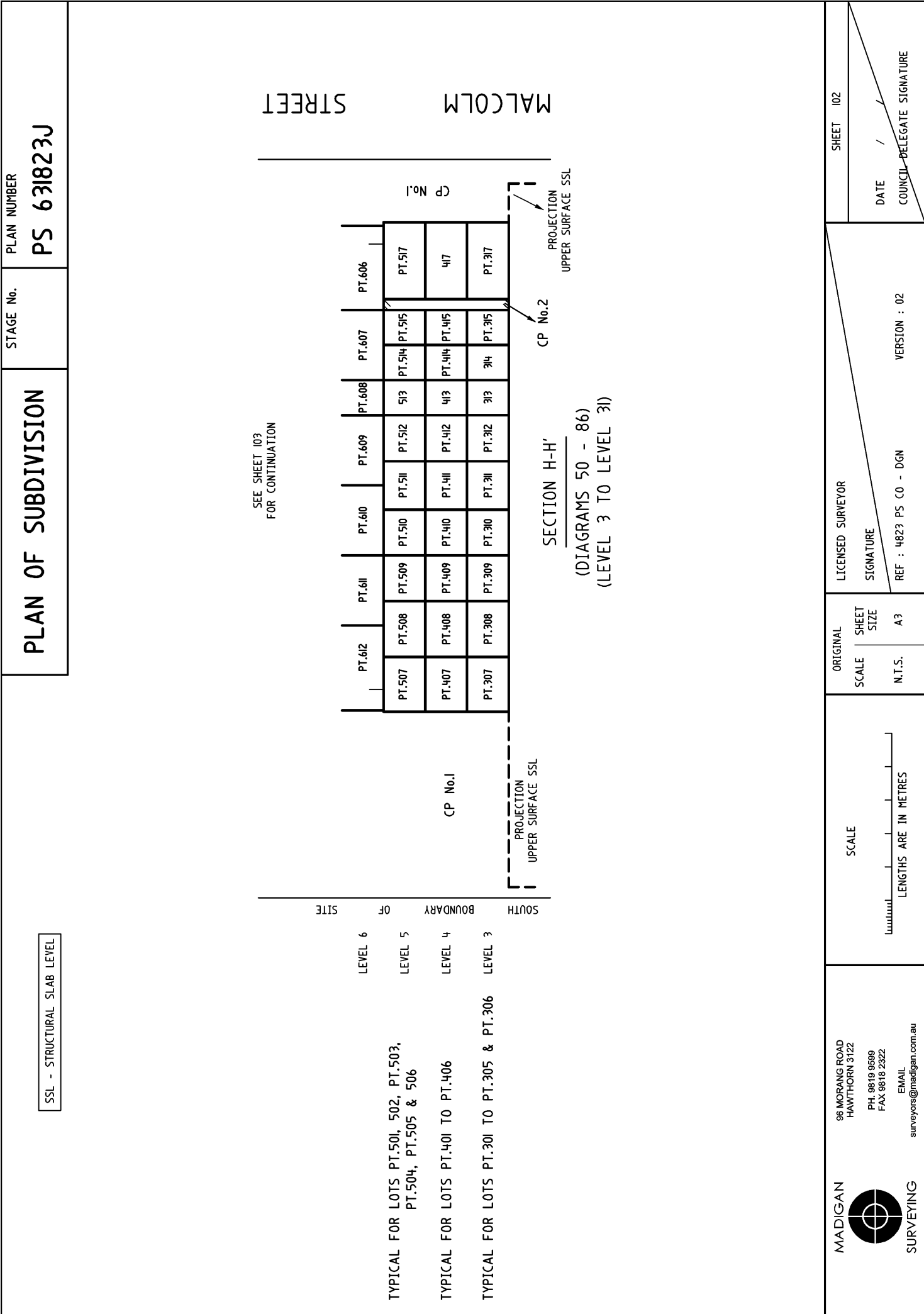
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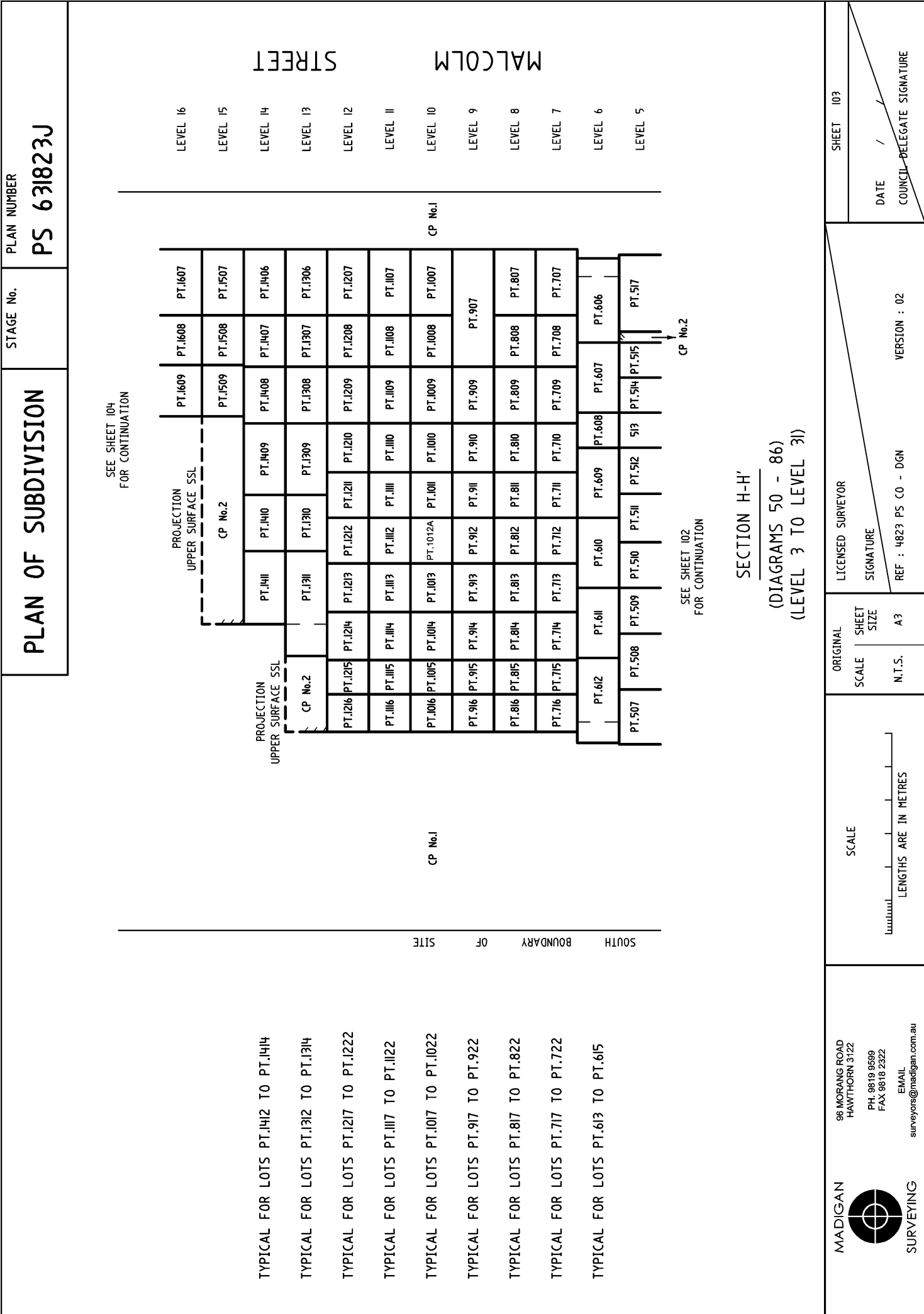
VERSION : 02

SHEET 101

DATE

COUNCIL DELEGATE SIGNATURE



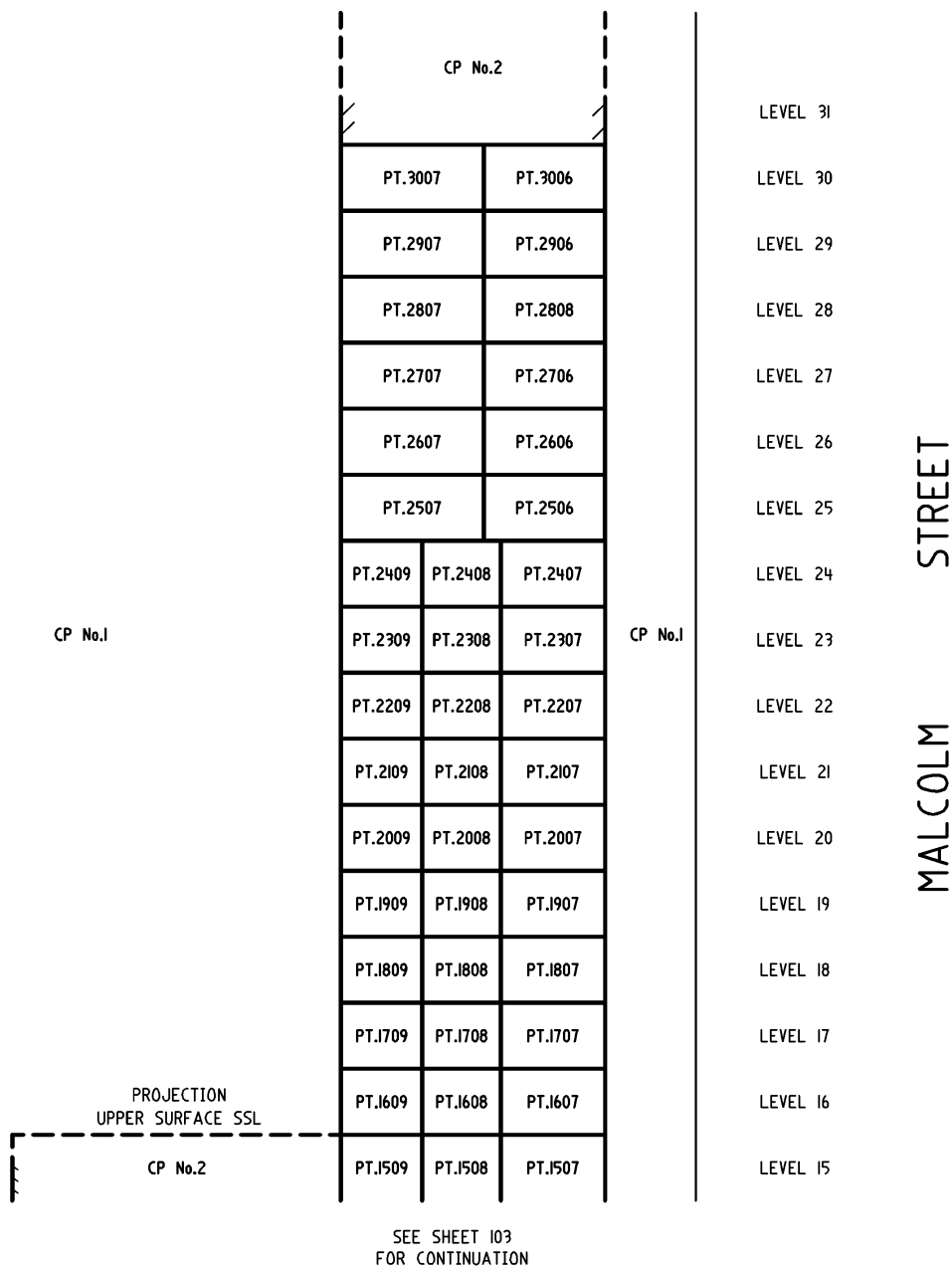


PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J



SECTION H-H'
(DIAGRAMS 50 - 86)
(LEVEL 3 TO LEVEL 31)

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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET
SIZE

N.T.S.

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 104

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

SECTION B-B' BASEMENT B3 DIAGRAMS 12, 13, 15, 16, 18, 19, 21 & 22 TYPICAL FOR PART LOTS:-			SECTION C-C' BASEMENT B3 DIAGRAMS 23, 24, 25, 26, 27 & 28 TYPICAL FOR PART LOTS:-		SECTION E-E' BASEMENT B3 DIAGRAMS 11, 14, 17 & 20 TYPICAL FOR PART LOTS:-	
307	906	1509	301		506	
308	910	1602	302		614	
309	911	1604	303		704	
310	912	1605	304		909	
311	913	1606	305		1009	
312	914	1607	317		1012A	
318	1002	1702	322		1102	
319	1004	1704	327		1109	
321	1005	1705	331		1114	
328	1008	1709	402		1202	
329	1010	1802	403		1221	
405	1011	1808	404		1309	
407	1014	1809	428		1803	
409	1019	1902	429		1805	
410	1020	2002	431		1904	
411	1104	2004	501		1905A	
412	1105	2005	503		1906	
422	1106	2102	505		1909	
424	1108	2105	520		2006	
425	1111	2107	521		2009	
504	1112	2202	522		2106	
507	1113	2207	523		2109	
508	1119	2209	525		2206	
509	1122	2302	528		2305	
510	1206	2309	529		2307	
511	1207	2402	531		2503	
512	1208	2405	608		2506	
518	1210	2504	613		2507	
524	1211	2508	705		2604	
603	1212	2601	721		2701	
607	1213	2608	812		2703	
610	1219	2702	820		2704	
612	1222	2818	902		2706	
615	1301	3002	921		2708	
702	1302	3004	1209		2801	
706	1304	3005	1215		2803	
707	1305	3008	1314		2804	
708	1306	317A	1508		3001	
709	1307	417A	1708		3003	
710	1308	517A	1908			
711	1311	M210	2008			
712	1313	M301	2108			
714	1401	M310	2208			
719	1402	M401	2308			
802	1404	M410	2408			
804	1405	M501	M201			
806	1407	M510	M512			
807	1412	T102	TM103			
809	1413	T103				
813	1504	T104				
821	1505	T106				
822	1506	TM104				
904	1507	TM106				
905						

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96 MORANG ROAD
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SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

N.T.S.

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 105

DATE

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 631823J

SECTION F-F' LEVEL 2

DIAGRAMS 41 & 42

TYPICAL FOR PART LOTS:- TYPICAL FOR PART LOTS:- TYPICAL FOR LOTS:-

419	2208	38T
519	2210	39T
601	2301	40T
603	2303	41T
604	2308	42T
605	2310	43T
613	2401	44T
703	2408	45T
801	2410	46T
803	2902	47T
901	2904	48T
903	2905	49T
1001	2908	50T
1003		51T
1006	TYPICAL FOR LOTS:-	52T
1101		53T
1103	01T	54T
1108	02T	56T
1121	03T	57T
1201	04T	58T
1203	05T	59T
1208	06T	60T
1221	07T	62T
1307	08T	63T
1310	10T	64T
1402	11T	65T
1404	12T	66T
1407	13T	67T
1410	15T	68T
1501	16T	71T
1510	17T	72T
1601	18T	73T
1603	19T	74T
1608	20T	75T
1609	22T	76T
1610	23T	77T
1701	24T	78T
1710	25T	79T
1801	26T	80T
1803	27T	81T
1808	29T	82T
1810	30T	83T
1901	31T	84T
1908	32T	85T
1910	33T	86T
2001	34T	87T
2008	35T	88T
2010	36T	
2201	37T	

SECTION F-F'

LEVEL 2 MEZZANINE

DIAGRAMS 47 & 48

TYPICAL FOR PART LOTS:- TYPICAL FOR PART LOTS:- TYPICAL FOR PART LOTS:-

304	920	2104
307	921	2105
309	1013	2108
310	1014	2109
315	1015	2109
316	1016	2201
330	1017	2203
331	1018	2203
332	1021	2204
401	1102	2205
404	1107	2302
405	1109	2306
406	1110	2306
407	1113	2309
414	1115	2404
415	1116	2406
416	1117	2406
424	1118	2407
506	1119	2408
514	1205	2409
515	1206	2409
516	1211	2501
517	1214	2504
608	1215	2505
701	1216	2505
702	1217	2602
708	1218	2602
710	1222	2603
711	1302	2604
713	1303	2606
714	1403	2607
715	1405	2705
716	1406	2705
717	1411	2707
718	1411	2708
802	1503	2801
805	1605	2807
808	1703	2808
810	1704	2808
812	1706	2818
813	1707	3001
815	1708	3006
816	1709	3007
817	1803	517A
818	1805	M201
820	1807	M301
902	1906	M310
904	1909	M311
904	2002	M312
905	2002	M510
907	2003	T104
909	2006	TM106
915	2007	
916	2009	TYPICAL FOR LOTS:-
917	2102	
918	2102	1M
919	2103	2M

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SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE

N.T.S.

A3

LICENSED SURVEYOR

SIGNATURE

REF : 4823 PS C0 - DGN

VERSION : 02

SHEET 106

DATE

COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS631823J

MASTER PLAN (STAGE 1) REGISTERED DATE 18/10/10 TIME 11.20 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
COMM PROP NO.1	E-2	CREATION OF EASEMENT	AJ334698Q	24/11/11	2	RS
LOT S3	LOTS 301-317, 317A, 318, 320-329, 401-417, 417A, 418, 420-432, 501-517, 517A, 518, 520-532, TG1, T101-T106, TM101-TM108, M201-M218, M301-M318, M401-M418, M501-M518, S4 & COM PROP NO. 2	STAGE PLAN	PS631823J/S2	29/11/11	2	RMcB
LOT S4	LOTS 1P TO 17P, 1T TO 13T, 15T TO 88T, 1M, 2M, T107, 319, 330 TO 332, 419, 519, 601 TO 615, 701 TO 722, 801 TO 822, 901 TO 922, 1001 TO 1022, 1101 TO 1122, 1201 TO 1222, 1301 TO 1314, 1401 TO 1414, 1501 TO 1510, 1601 TO 1610, 1701 TO 1710, 1801 TO 1803, 1805 TO 1810, 1901 TO 10, 2001 TO 2010, 2101 TO 2109, 2201 TO 2210, 2301 TO 2310, 2401 TO 2410, 2501 TO 2508, 2601 TO 2608, 2701 TO 2708, 2801, 2803, 2804, 2807, 2808, 2818, 2901 TO 08, 3001 TO 3008	STAGE PLAN	PS631823J/S3	8/2/12	3	ARC
LOTS 1905 & 5P	LOTS 1905A & 5PA	Section 32 Subdivision	PS631823J/D1	20/05/13	4	JBHB
LOTS 1012 & 4P	LOTS 1012A & 4PA	SECTION 32 SUBDIVISION	PS631823J/D2	17/07/13	5	M.M.C.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS631823J

The land in PS631823J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1M, 1P, 1T, 2M, 2P, 2T, 3P, 3T, 4PA, 4T, 5PA, 5T, 6P, 6T, 7P, 7T, 8P, 8T, 9P, 9T, 10P, 10T, 11P, 11T, 12P, 12T, 13P, 13T, 14P, 15P, 15T, 16P, 16T, 17P, 17T, 18T, 19T, 20T, 21T, 22T, 23T, 24T, 25T, 26T, 27T, 28T, 29T, 30T, 31T, 32T, 33T, 34T, 35T, 36T, 37T, 38T, 39T, 40T, 41T, 42T, 43T, 44T, 45T, 46T, 47T, 48T, 49T, 50T, 51T, 52T, 53T, 54T, 55T, 56T, 57T, 58T, 59T, 60T, 61T, 62T, 63T, 64T, 65T, 66T, 67T, 68T, 69T, 70T, 71T, 72T, 73T, 74T, 75T, 76T, 77T, 78T, 79T, 80T, 81T, 82T, 83T, 84T, 85T, 86T, 87T, 88T, 301 - 317, 317A, 318 - 332, 401 - 417, 417A, 418 - 432, 501 - 517, 517A, 518 - 532, 601 - 615, 701 - 722, 801 - 822, 901 - 907, 909 - 922, 1001 - 1011, 1012A, 1013 - 1022, 1101 - 1122, 1201 - 1222, 1301 - 1314, 1401 - 1414, 1501 - 1510, 1601 - 1610, 1701 - 1710, 1801 - 1803, 1805 - 1810, 1901 - 1904, 1905A, 1906 - 1910, 2001 - 2010, 2101 - 2109, 2201 - 2210, 2301 - 2310, 2401 - 2410, 2501 - 2508, 2601 - 2608, 2701 - 2708, 2801, 2803, 2804, 2807, 2808, 2818, 2901 - 2908, 3001 - 3008, M201, M202, M203, M204, M205, M206, M207, M208, M209, M210, M211, M212, M213, M214, M215, M216, M217, M218, M301, M302, M303, M304, M305, M306, M307, M308, M309, M310, M311, M312, M313, M314, M315, M316, M317, M318, M401, M402, M403, M404, M405, M406, M407, M408, M409, M410, M411, M412, M413, M414, M415, M416, M417, M418, M501, M502, M503, M504, M505, M506, M507, M508, M509, M510, M511, M512, M513, M514, M515, M516, M517, M518, T101, T102, T103, T104, T105, T106, T107, TG1, TM101, TM102, TM103, TM104, TM105, TM106, TM107, TM108.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

AUSTRALIAN PROPERTY MANAGEMENT PTY LTD 19 WATERTANK WAY MELBOURNE VIC 3000

AK833985V 09/01/2014

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. AK028717N 16/11/2012

Additional Owners Corporation Information:

OC012497W 29/11/2011

Notations:

Part of the land herein is affected by the South Yarra Project (Subdivision and Management) Act 1985 - See LP204346R Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1M	0.1	0.1
Lot 1P	2	2
Lot 1T	0.1	0.1
Lot 2M	0.1	0.1
Lot 2P	2	2
Lot 2T	0.1	0.1
Lot 3P	2	2
Lot 3T	0.1	0.1
Lot 4PA	2	2
Lot 4T	0.1	0.1
Lot 5PA	2	2
Lot 5T	0.1	0.1
Lot 6P	2	2
Lot 6T	0.1	0.1
Lot 7P	2	2
Lot 7T	0.1	0.1
Lot 8P	2	2
Lot 8T	0.1	0.1
Lot 9P	2	2
Lot 9T	0.1	0.1
Lot 10P	2	2
Lot 10T	0.1	0.1
Lot 11P	2	2
Lot 11T	0.1	0.1
Lot 12P	2	2
Lot 12T	0.1	0.1
Lot 13P	2	2
Lot 13T	0.1	0.1



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 14P	2	2
Lot 15P	2	2
Lot 15T	0.1	0.1
Lot 16P	2	2
Lot 16T	0.1	0.1
Lot 17P	0.1	0.1
Lot 17T	0.1	0.1
Lot 18T	0.1	0.1
Lot 19T	0.1	0.1
Lot 20T	0.1	0.1
Lot 21T	0.1	0.1
Lot 22T	0.1	0.1
Lot 23T	0.1	0.1
Lot 24T	0.1	0.1
Lot 25T	0.1	0.1
Lot 26T	0.1	0.1
Lot 27T	0.1	0.1
Lot 28T	0.1	0.1
Lot 29T	0.1	0.1
Lot 30T	0.1	0.1
Lot 31T	0.1	0.1
Lot 32T	0.1	0.1
Lot 33T	0.1	0.1
Lot 34T	0.1	0.1
Lot 35T	0.1	0.1
Lot 36T	0.1	0.1
Lot 37T	0.1	0.1
Lot 38T	0.1	0.1
Lot 39T	0.1	0.1



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 40T	0.1	0.1
Lot 41T	0.1	0.1
Lot 42T	0.1	0.1
Lot 43T	0.1	0.1
Lot 44T	0.1	0.1
Lot 45T	0.1	0.1
Lot 46T	0.1	0.1
Lot 47T	0.1	0.1
Lot 48T	0.1	0.1
Lot 49T	0.1	0.1
Lot 50T	0.1	0.1
Lot 51T	0.1	0.1
Lot 52T	0.1	0.1
Lot 53T	0.1	0.1
Lot 54T	0.1	0.1
Lot 55T	0.1	0.1
Lot 56T	0.1	0.1
Lot 57T	0.1	0.1
Lot 58T	0.1	0.1
Lot 59T	0.1	0.1
Lot 60T	0.1	0.1
Lot 61T	0.1	0.1
Lot 62T	0.1	0.1
Lot 63T	0.1	0.1
Lot 64T	0.1	0.1
Lot 65T	0.1	0.1
Lot 66T	0.1	0.1
Lot 67T	0.1	0.1
Lot 68T	0.1	0.1



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 69T	0.1	0.1
Lot 70T	0.1	0.1
Lot 71T	0.1	0.1
Lot 72T	0.1	0.1
Lot 73T	0.1	0.1
Lot 74T	0.1	0.1
Lot 75T	0.1	0.1
Lot 76T	0.1	0.1
Lot 77T	0.1	0.1
Lot 78T	0.1	0.1
Lot 79T	0.1	0.1
Lot 80T	0.1	0.1
Lot 81T	0.1	0.1
Lot 82T	0.1	0.1
Lot 83T	0.1	0.1
Lot 84T	0.1	0.1
Lot 85T	0.1	0.1
Lot 86T	0.1	0.1
Lot 87T	0.1	0.1
Lot 88T	0.1	0.1
Lot 301	184	184
Lot 302	173	173
Lot 303	173	173
Lot 304	175	175
Lot 305	175	175
Lot 306	125	125
Lot 307	225	225
Lot 308	225	225
Lot 309	194	194



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 310	194	194
Lot 311	201	201
Lot 312	201	201
Lot 313	144	144
Lot 314	163	163
Lot 315	163	163
Lot 316	169	169
Lot 317	166	166
Lot 317A	215	215
Lot 318	222	222
Lot 319	239	239
Lot 320	132	132
Lot 321	191	191
Lot 322	191	191
Lot 323	191	191
Lot 324	191	191
Lot 325	191	191
Lot 326	128	128
Lot 327	128	128
Lot 328	187	187
Lot 329	187	187
Lot 330	180	180
Lot 331	180	180
Lot 332	121	121
Lot 401	189	189
Lot 402	182	182
Lot 403	182	182
Lot 404	186	186
Lot 405	186	186



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 406	129	129
Lot 407	227	227
Lot 408	227	227
Lot 409	196	196
Lot 410	196	196
Lot 411	203	203
Lot 412	203	203
Lot 413	145	145
Lot 414	164	164
Lot 415	164	164
Lot 416	170	170
Lot 417	167	167
Lot 417A	217	217
Lot 418	224	224
Lot 419	241	241
Lot 420	133	133
Lot 421	192	192
Lot 422	192	192
Lot 423	192	192
Lot 424	192	192
Lot 425	192	192
Lot 426	129	129
Lot 427	129	129
Lot 428	189	189
Lot 429	189	189
Lot 430	184	184
Lot 431	184	184
Lot 432	122	122
Lot 501	189	189



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 502	182	182
Lot 503	182	182
Lot 504	186	186
Lot 505	186	186
Lot 506	129	129
Lot 507	227	227
Lot 508	227	227
Lot 509	196	196
Lot 510	196	196
Lot 511	203	203
Lot 512	203	203
Lot 513	145	145
Lot 514	164	164
Lot 515	164	164
Lot 516	171	171
Lot 517	168	168
Lot 517A	218	218
Lot 518	224	224
Lot 519	241	241
Lot 520	133	133
Lot 521	192	192
Lot 522	192	192
Lot 523	192	192
Lot 524	192	192
Lot 525	192	192
Lot 526	129	129
Lot 527	129	129
Lot 528	189	189
Lot 529	189	189



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 530	184	184
Lot 531	184	184
Lot 532	122	122
Lot 601	137	137
Lot 602	218	218
Lot 603	215	215
Lot 604	191	191
Lot 605	192	192
Lot 606	229	229
Lot 607	215	215
Lot 608	130	130
Lot 609	243	243
Lot 610	243	243
Lot 611	243	243
Lot 612	260	260
Lot 613	177	177
Lot 614	231	231
Lot 615	236	236
Lot 701	132	132
Lot 702	222	222
Lot 703	128	128
Lot 704	232	232
Lot 705	198	198
Lot 706	208	208
Lot 707	246	246
Lot 708	208	208
Lot 709	225	225
Lot 710	208	208
Lot 711	201	201



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 712	201	201
Lot 713	208	208
Lot 714	206	206
Lot 715	135	135
Lot 716	147	147
Lot 717	149	149
Lot 718	140	140
Lot 719	201	201
Lot 720	198	198
Lot 721	199	199
Lot 722	199	199
Lot 801	133	133
Lot 802	224	224
Lot 803	129	129
Lot 804	234	234
Lot 805	199	199
Lot 806	210	210
Lot 807	248	248
Lot 808	210	210
Lot 809	227	227
Lot 810	210	210
Lot 811	203	203
Lot 812	203	203
Lot 813	210	210
Lot 814	208	208
Lot 815	136	136
Lot 816	148	148
Lot 817	150	150
Lot 818	141	141



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 819	203	203
Lot 820	199	199
Lot 821	201	201
Lot 822	201	201
Lot 901	133	133
Lot 902	225	225
Lot 903	130	130
Lot 904	236	236
Lot 905	201	201
Lot 906	212	212
Lot 907	462	462
Lot 909	229	229
Lot 910	212	212
Lot 911	205	205
Lot 912	205	205
Lot 913	212	212
Lot 914	210	210
Lot 915	137	137
Lot 916	149	149
Lot 917	151	151
Lot 918	142	142
Lot 919	205	205
Lot 920	201	201
Lot 921	203	203
Lot 922	203	203
Lot 1001	134	134
Lot 1002	227	227
Lot 1003	131	131
Lot 1004	238	238



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1005	203	203
Lot 1006	213	213
Lot 1007	251	251
Lot 1008	213	213
Lot 1009	231	231
Lot 1010	213	213
Lot 1011	206	206
Lot 1012A	206	206
Lot 1013	213	213
Lot 1014	212	212
Lot 1015	138	138
Lot 1016	150	150
Lot 1017	152	152
Lot 1018	143	143
Lot 1019	206	206
Lot 1020	203	203
Lot 1021	205	205
Lot 1022	205	205
Lot 1101	135	135
Lot 1102	229	229
Lot 1103	132	132
Lot 1104	239	239
Lot 1105	205	205
Lot 1106	215	215
Lot 1107	253	253
Lot 1108	215	215
Lot 1109	232	232
Lot 1110	215	215
Lot 1111	208	208



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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1112	208	208
Lot 1113	215	215
Lot 1114	213	213
Lot 1115	139	139
Lot 1116	151	151
Lot 1117	153	153
Lot 1118	144	144
Lot 1119	208	208
Lot 1120	205	205
Lot 1121	206	206
Lot 1122	206	206
Lot 1201	136	136
Lot 1202	231	231
Lot 1203	133	133
Lot 1204	241	241
Lot 1205	206	206
Lot 1206	217	217
Lot 1207	255	255
Lot 1208	217	217
Lot 1209	234	234
Lot 1210	217	217
Lot 1211	210	210
Lot 1212	210	210
Lot 1213	217	217
Lot 1214	215	215
Lot 1215	140	140
Lot 1216	152	152
Lot 1217	153	153
Lot 1218	145	145



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PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1219	210	210
Lot 1220	206	206
Lot 1221	208	208
Lot 1222	208	208
Lot 1301	210	210
Lot 1302	218	218
Lot 1303	284	284
Lot 1304	208	208
Lot 1305	218	218
Lot 1306	257	257
Lot 1307	218	218
Lot 1308	234	234
Lot 1309	270	270
Lot 1310	201	201
Lot 1311	264	264
Lot 1312	201	201
Lot 1313	210	210
Lot 1314	201	201
Lot 1401	212	212
Lot 1402	220	220
Lot 1403	286	286
Lot 1404	210	210
Lot 1405	220	220
Lot 1406	258	258
Lot 1407	220	220
Lot 1408	230	230
Lot 1409	253	253
Lot 1410	194	194
Lot 1411	246	246



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1412	203	203
Lot 1413	212	212
Lot 1414	201	201
Lot 1501	139	139
Lot 1502	236	236
Lot 1503	135	135
Lot 1504	246	246
Lot 1505	212	212
Lot 1506	222	222
Lot 1507	260	260
Lot 1508	177	177
Lot 1509	224	224
Lot 1510	142	142
Lot 1601	140	140
Lot 1602	238	238
Lot 1603	136	136
Lot 1604	248	248
Lot 1605	213	213
Lot 1606	224	224
Lot 1607	262	262
Lot 1608	178	178
Lot 1609	225	225
Lot 1610	143	143
Lot 1701	140	140
Lot 1702	239	239
Lot 1703	137	137
Lot 1704	250	250
Lot 1705	215	215
Lot 1706	225	225



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1707	264	264
Lot 1708	179	179
Lot 1709	227	227
Lot 1710	144	144
Lot 1801	141	141
Lot 1802	241	241
Lot 1803	389	389
Lot 1805	217	217
Lot 1806	227	227
Lot 1807	265	265
Lot 1808	179	179
Lot 1809	229	229
Lot 1810	145	145
Lot 1901	142	142
Lot 1902	243	243
Lot 1903	139	139
Lot 1904	253	253
Lot 1905A	218	218
Lot 1906	229	229
Lot 1907	267	267
Lot 1908	180	180
Lot 1909	231	231
Lot 1910	146	146
Lot 2001	143	143
Lot 2002	244	244
Lot 2003	140	140
Lot 2004	255	255
Lot 2005	220	220
Lot 2006	231	231



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2007	269	269
Lot 2008	181	181
Lot 2009	232	232
Lot 2010	146	146
Lot 2101	144	144
Lot 2102	246	246
Lot 2103	137	137
Lot 2104	257	257
Lot 2105	222	222
Lot 2106	232	232
Lot 2107	270	270
Lot 2108	182	182
Lot 2109	381	381
Lot 2201	145	145
Lot 2202	248	248
Lot 2203	138	138
Lot 2204	258	258
Lot 2205	224	224
Lot 2206	234	234
Lot 2207	272	272
Lot 2208	183	183
Lot 2209	236	236
Lot 2210	148	148
Lot 2301	146	146
Lot 2302	250	250
Lot 2303	142	142
Lot 2304	260	260
Lot 2305	225	225
Lot 2306	236	236



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OWNERS CORPORATION 2
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Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2307	274	274
Lot 2308	184	184
Lot 2309	238	238
Lot 2310	149	149
Lot 2401	146	146
Lot 2402	251	251
Lot 2403	140	140
Lot 2404	262	262
Lot 2405	227	227
Lot 2406	238	238
Lot 2407	276	276
Lot 2408	185	185
Lot 2409	239	239
Lot 2410	150	150
Lot 2501	227	227
Lot 2502	241	241
Lot 2503	320	320
Lot 2504	229	229
Lot 2505	239	239
Lot 2506	329	329
Lot 2507	296	296
Lot 2508	246	246
Lot 2601	229	229
Lot 2602	243	243
Lot 2603	321	321
Lot 2604	231	231
Lot 2605	241	241
Lot 2606	331	331
Lot 2607	298	298



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2608	248	248
Lot 2701	231	231
Lot 2702	244	244
Lot 2703	323	323
Lot 2704	232	232
Lot 2705	243	243
Lot 2706	331	331
Lot 2707	299	299
Lot 2708	250	250
Lot 2801	478	478
Lot 2803	324	324
Lot 2804	234	234
Lot 2807	301	301
Lot 2808	582	582
Lot 2818	251	251
Lot 2901	230	230
Lot 2902	244	244
Lot 2903	322	322
Lot 2904	232	232
Lot 2905	242	242
Lot 2906	332	332
Lot 2907	299	299
Lot 2908	249	249
Lot 3001	234	234
Lot 3002	248	248
Lot 3003	326	326
Lot 3004	236	236
Lot 3005	246	246
Lot 3006	335	335



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3007	303	303
Lot 3008	253	253
Lot M201	191	191
Lot M202	125	125
Lot M203	125	125
Lot M204	125	125
Lot M205	125	125
Lot M206	125	125
Lot M207	125	125
Lot M208	125	125
Lot M209	125	125
Lot M210	205	205
Lot M211	116	116
Lot M212	111	111
Lot M213	120	120
Lot M214	121	121
Lot M215	123	123
Lot M216	123	123
Lot M217	123	123
Lot M218	144	144
Lot M301	192	192
Lot M302	126	126
Lot M303	126	126
Lot M304	126	126
Lot M305	126	126
Lot M306	126	126
Lot M307	126	126
Lot M308	126	126
Lot M309	126	126



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot M310	206	206
Lot M311	117	117
Lot M312	112	112
Lot M313	120	120
Lot M314	122	122
Lot M315	124	124
Lot M316	124	124
Lot M317	124	124
Lot M318	145	145
Lot M401	194	194
Lot M402	127	127
Lot M403	127	127
Lot M404	127	127
Lot M405	127	127
Lot M406	127	127
Lot M407	127	127
Lot M408	127	127
Lot M409	127	127
Lot M410	208	208
Lot M411	118	118
Lot M412	113	113
Lot M413	121	121
Lot M414	123	123
Lot M415	125	125
Lot M416	125	125
Lot M417	125	125
Lot M418	146	146
Lot M501	196	196
Lot M502	127	127



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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot M503	127	127
Lot M504	127	127
Lot M505	127	127
Lot M506	127	127
Lot M507	127	127
Lot M508	127	127
Lot M509	127	127
Lot M510	210	210
Lot M511	119	119
Lot M512	114	114
Lot M513	122	122
Lot M514	124	124
Lot M515	126	126
Lot M516	126	126
Lot M517	126	126
Lot M518	146	146
Lot T101	291	291
Lot T102	415	415
Lot T103	346	346
Lot T104	218	218
Lot T105	250	250
Lot T106	205	205
Lot T107	236	236
Lot TG1	295	295
Lot TM101	140	140
Lot TM102	144	144
Lot TM103	184	184
Lot TM104	215	215
Lot TM105	118	118



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OWNERS CORPORATION 2
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot TM106	220	220
Lot TM107	251	251
Lot TM108	220	220
Total	100000.00	100000.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS631823J

The land in PS631823J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1M, 1P, 1T, 2M, 2P, 2T, 3P, 3T, 4PA, 4T, 5PA, 5T, 6P, 6T, 7P, 7T, 8P, 8T, 9P, 9T, 10P, 10T, 11P, 11T, 12P, 12T, 13P, 13T, 14P, 15P, 15T, 16P, 16T, 17P, 17T, 18T, 19T, 20T, 21T, 22T, 23T, 24T, 25T, 26T, 27T, 28T, 29T, 30T, 31T, 32T, 33T, 34T, 35T, 36T, 37T, 38T, 39T, 40T, 41T, 42T, 43T, 44T, 45T, 46T, 47T, 48T, 49T, 50T, 51T, 52T, 53T, 54T, 55T, 56T, 57T, 58T, 59T, 60T, 61T, 62T, 63T, 64T, 65T, 66T, 67T, 68T, 69T, 70T, 71T, 72T, 73T, 74T, 75T, 76T, 77T, 78T, 79T, 80T, 81T, 82T, 83T, 84T, 85T, 86T, 87T, 88T, 301 - 317, 317A, 318 - 332, 401 - 417, 417A, 418 - 432, 501 - 517, 517A, 518 - 532, 601 - 615, 701 - 722, 801 - 822, 901 - 907, 909 - 922, 1001 - 1011, 1012A, 1013 - 1022, 1101 - 1122, 1201 - 1222, 1301 - 1314, 1401 - 1414, 1501 - 1510, 1601 - 1610, 1701 - 1710, 1801 - 1803, 1805 - 1810, 1901 - 1904, 1905A, 1906 - 1910, 2001 - 2010, 2101 - 2109, 2201 - 2210, 2301 - 2310, 2401 - 2410, 2501 - 2508, 2601 - 2608, 2701 - 2708, 2801, 2803, 2804, 2807, 2808, 2818, 2901 - 2908, 3001 - 3008, M201, M202, M203, M204, M205, M206, M207, M208, M209, M210, M211, M212, M213, M214, M215, M216, M217, M218, M301, M302, M303, M304, M305, M306, M307, M308, M309, M310, M311, M312, M313, M314, M315, M316, M317, M318, M401, M402, M403, M404, M405, M406, M407, M408, M409, M410, M411, M412, M413, M414, M415, M416, M417, M418, M501, M502, M503, M504, M505, M506, M507, M508, M509, M510, M511, M512, M513, M514, M515, M516, M517, M518, S2, T101, T102, T103, T104, T105, T106, T107, TG1, TM101, TM102, TM103, TM104, TM105, TM106, TM107, TM108.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

AUSTRALIAN PROPERTY MANAGEMENT PTY LTD 19 WATERTANK WAY MELBOURNE VIC 3000

AK833985V 09/01/2014

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. AK028677X 16/11/2012

Additional Owners Corporation Information:

OC008600G 18/10/2010

Notations:

Part of the land herein is affected by the South Yarra Project (Subdivision and Management) Act 1985 - See LP204346R Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1M	0.1	0.1
Lot 1P	2	2
Lot 1T	0.1	0.1
Lot 2M	0.1	0.1
Lot 2P	2	2
Lot 2T	0.1	0.1
Lot 3P	2	2
Lot 3T	0.1	0.1
Lot 4PA	2	2
Lot 4T	0.1	0.1
Lot 5PA	2	2
Lot 5T	0.1	0.1
Lot 6P	2	2
Lot 6T	0.1	0.1
Lot 7P	2	2
Lot 7T	0.1	0.1
Lot 8P	2	2
Lot 8T	0.1	0.1
Lot 9P	2	2
Lot 9T	0.1	0.1
Lot 10P	2	2
Lot 10T	0.1	0.1
Lot 11P	2	2
Lot 11T	0.1	0.1
Lot 12P	2	2
Lot 12T	0.1	0.1
Lot 13P	2	2



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 13T	0.1	0.1
Lot 14P	2	2
Lot 15P	2	2
Lot 15T	0.1	0.1
Lot 16P	2	2
Lot 16T	0.1	0.1
Lot 17P	0.1	0.1
Lot 17T	0.1	0.1
Lot 18T	0.1	0.1
Lot 19T	0.1	0.1
Lot 20T	0.1	0.1
Lot 21T	0.1	0.1
Lot 22T	0.1	0.1
Lot 23T	0.1	0.1
Lot 24T	0.1	0.1
Lot 25T	0.1	0.1
Lot 26T	0.1	0.1
Lot 27T	0.1	0.1
Lot 28T	0.1	0.1
Lot 29T	0.1	0.1
Lot 30T	0.1	0.1
Lot 31T	0.1	0.1
Lot 32T	0.1	0.1
Lot 33T	0.1	0.1
Lot 34T	0.1	0.1
Lot 35T	0.1	0.1
Lot 36T	0.1	0.1
Lot 37T	0.1	0.1
Lot 38T	0.1	0.1



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 39T	0.1	0.1
Lot 40T	0.1	0.1
Lot 41T	0.1	0.1
Lot 42T	0.1	0.1
Lot 43T	0.1	0.1
Lot 44T	0.1	0.1
Lot 45T	0.1	0.1
Lot 46T	0.1	0.1
Lot 47T	0.1	0.1
Lot 48T	0.1	0.1
Lot 49T	0.1	0.1
Lot 50T	0.1	0.1
Lot 51T	0.1	0.1
Lot 52T	0.1	0.1
Lot 53T	0.1	0.1
Lot 54T	0.1	0.1
Lot 55T	0.1	0.1
Lot 56T	0.1	0.1
Lot 57T	0.1	0.1
Lot 58T	0.1	0.1
Lot 59T	0.1	0.1
Lot 60T	0.1	0.1
Lot 61T	0.1	0.1
Lot 62T	0.1	0.1
Lot 63T	0.1	0.1
Lot 64T	0.1	0.1
Lot 65T	0.1	0.1
Lot 66T	0.1	0.1
Lot 67T	0.1	0.1



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 68T	0.1	0.1
Lot 69T	0.1	0.1
Lot 70T	0.1	0.1
Lot 71T	0.1	0.1
Lot 72T	0.1	0.1
Lot 73T	0.1	0.1
Lot 74T	0.1	0.1
Lot 75T	0.1	0.1
Lot 76T	0.1	0.1
Lot 77T	0.1	0.1
Lot 78T	0.1	0.1
Lot 79T	0.1	0.1
Lot 80T	0.1	0.1
Lot 81T	0.1	0.1
Lot 82T	0.1	0.1
Lot 83T	0.1	0.1
Lot 84T	0.1	0.1
Lot 85T	0.1	0.1
Lot 86T	0.1	0.1
Lot 87T	0.1	0.1
Lot 88T	0.1	0.1
Lot 301	184	184
Lot 302	173	173
Lot 303	173	173
Lot 304	175	175
Lot 305	175	175
Lot 306	125	125
Lot 307	225	225
Lot 308	225	225



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309	194	194
Lot 310	194	194
Lot 311	201	201
Lot 312	201	201
Lot 313	144	144
Lot 314	163	163
Lot 315	163	163
Lot 316	169	169
Lot 317	166	166
Lot 317A	215	215
Lot 318	222	222
Lot 319	239	239
Lot 320	132	132
Lot 321	191	191
Lot 322	191	191
Lot 323	191	191
Lot 324	191	191
Lot 325	191	191
Lot 326	128	128
Lot 327	128	128
Lot 328	187	187
Lot 329	187	187
Lot 330	180	180
Lot 331	180	180
Lot 332	121	121
Lot 401	189	189
Lot 402	182	182
Lot 403	182	182
Lot 404	186	186



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 405	186	186
Lot 406	129	129
Lot 407	227	227
Lot 408	227	227
Lot 409	196	196
Lot 410	196	196
Lot 411	203	203
Lot 412	203	203
Lot 413	145	145
Lot 414	164	164
Lot 415	164	164
Lot 416	170	170
Lot 417	167	167
Lot 417A	217	217
Lot 418	224	224
Lot 419	241	241
Lot 420	133	133
Lot 421	192	192
Lot 422	192	192
Lot 423	192	192
Lot 424	192	192
Lot 425	192	192
Lot 426	129	129
Lot 427	129	129
Lot 428	189	189
Lot 429	189	189
Lot 430	184	184
Lot 431	184	184
Lot 432	122	122



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 501	189	189
Lot 502	182	182
Lot 503	182	182
Lot 504	186	186
Lot 505	186	186
Lot 506	129	129
Lot 507	227	227
Lot 508	227	227
Lot 509	196	196
Lot 510	196	196
Lot 511	203	203
Lot 512	203	203
Lot 513	145	145
Lot 514	164	164
Lot 515	164	164
Lot 516	171	171
Lot 517	168	168
Lot 517A	218	218
Lot 518	224	224
Lot 519	241	241
Lot 520	133	133
Lot 521	192	192
Lot 522	192	192
Lot 523	192	192
Lot 524	192	192
Lot 525	192	192
Lot 526	129	129
Lot 527	129	129
Lot 528	189	189



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 529	189	189
Lot 530	184	184
Lot 531	184	184
Lot 532	122	122
Lot 601	137	137
Lot 602	218	218
Lot 603	215	215
Lot 604	191	191
Lot 605	192	192
Lot 606	229	229
Lot 607	215	215
Lot 608	130	130
Lot 609	243	243
Lot 610	243	243
Lot 611	243	243
Lot 612	260	260
Lot 613	177	177
Lot 614	231	231
Lot 615	236	236
Lot 701	132	132
Lot 702	222	222
Lot 703	128	128
Lot 704	232	232
Lot 705	198	198
Lot 706	208	208
Lot 707	246	246
Lot 708	208	208
Lot 709	225	225
Lot 710	208	208



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 711	201	201
Lot 712	201	201
Lot 713	208	208
Lot 714	206	206
Lot 715	135	135
Lot 716	147	147
Lot 717	149	149
Lot 718	140	140
Lot 719	201	201
Lot 720	198	198
Lot 721	199	199
Lot 722	199	199
Lot 801	133	133
Lot 802	224	224
Lot 803	129	129
Lot 804	234	234
Lot 805	199	199
Lot 806	210	210
Lot 807	248	248
Lot 808	210	210
Lot 809	227	227
Lot 810	210	210
Lot 811	203	203
Lot 812	203	203
Lot 813	210	210
Lot 814	208	208
Lot 815	136	136
Lot 816	148	148
Lot 817	150	150



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 818	141	141
Lot 819	203	203
Lot 820	199	199
Lot 821	201	201
Lot 822	201	201
Lot 901	133	133
Lot 902	225	225
Lot 903	130	130
Lot 904	236	236
Lot 905	201	201
Lot 906	212	212
Lot 907	462	462
Lot 909	229	229
Lot 910	212	212
Lot 911	205	205
Lot 912	205	205
Lot 913	212	212
Lot 914	210	210
Lot 915	137	137
Lot 916	149	149
Lot 917	151	151
Lot 918	142	142
Lot 919	205	205
Lot 920	201	201
Lot 921	203	203
Lot 922	203	203
Lot 1001	134	134
Lot 1002	227	227
Lot 1003	131	131



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1004	238	238
Lot 1005	203	203
Lot 1006	213	213
Lot 1007	251	251
Lot 1008	213	213
Lot 1009	231	231
Lot 1010	213	213
Lot 1011	206	206
Lot 1012A	206	206
Lot 1013	213	213
Lot 1014	212	212
Lot 1015	138	138
Lot 1016	150	150
Lot 1017	152	152
Lot 1018	143	143
Lot 1019	206	206
Lot 1020	203	203
Lot 1021	205	205
Lot 1022	205	205
Lot 1101	135	135
Lot 1102	229	229
Lot 1103	132	132
Lot 1104	239	239
Lot 1105	205	205
Lot 1106	215	215
Lot 1107	253	253
Lot 1108	215	215
Lot 1109	232	232
Lot 1110	215	215



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1111	208	208
Lot 1112	208	208
Lot 1113	215	215
Lot 1114	213	213
Lot 1115	139	139
Lot 1116	151	151
Lot 1117	153	153
Lot 1118	144	144
Lot 1119	208	208
Lot 1120	205	205
Lot 1121	206	206
Lot 1122	206	206
Lot 1201	136	136
Lot 1202	231	231
Lot 1203	133	133
Lot 1204	241	241
Lot 1205	206	206
Lot 1206	217	217
Lot 1207	255	255
Lot 1208	217	217
Lot 1209	234	234
Lot 1210	217	217
Lot 1211	210	210
Lot 1212	210	210
Lot 1213	217	217
Lot 1214	215	215
Lot 1215	140	140
Lot 1216	152	152
Lot 1217	153	153



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OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1218	145	145
Lot 1219	210	210
Lot 1220	206	206
Lot 1221	208	208
Lot 1222	208	208
Lot 1301	210	210
Lot 1302	218	218
Lot 1303	284	284
Lot 1304	208	208
Lot 1305	218	218
Lot 1306	257	257
Lot 1307	218	218
Lot 1308	234	234
Lot 1309	270	270
Lot 1310	201	201
Lot 1311	264	264
Lot 1312	201	201
Lot 1313	210	210
Lot 1314	201	201
Lot 1401	212	212
Lot 1402	220	220
Lot 1403	286	286
Lot 1404	210	210
Lot 1405	220	220
Lot 1406	258	258
Lot 1407	220	220
Lot 1408	230	230
Lot 1409	253	253
Lot 1410	194	194



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1411	246	246
Lot 1412	203	203
Lot 1413	212	212
Lot 1414	201	201
Lot 1501	139	139
Lot 1502	236	236
Lot 1503	135	135
Lot 1504	246	246
Lot 1505	212	212
Lot 1506	222	222
Lot 1507	260	260
Lot 1508	177	177
Lot 1509	224	224
Lot 1510	142	142
Lot 1601	140	140
Lot 1602	238	238
Lot 1603	136	136
Lot 1604	248	248
Lot 1605	213	213
Lot 1606	224	224
Lot 1607	262	262
Lot 1608	178	178
Lot 1609	225	225
Lot 1610	143	143
Lot 1701	140	140
Lot 1702	239	239
Lot 1703	137	137
Lot 1704	250	250
Lot 1705	215	215



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1706	225	225
Lot 1707	264	264
Lot 1708	179	179
Lot 1709	227	227
Lot 1710	144	144
Lot 1801	141	141
Lot 1802	241	241
Lot 1803	389	389
Lot 1805	217	217
Lot 1806	227	227
Lot 1807	265	265
Lot 1808	179	179
Lot 1809	229	229
Lot 1810	145	145
Lot 1901	142	142
Lot 1902	243	243
Lot 1903	139	139
Lot 1904	253	253
Lot 1905A	218	218
Lot 1906	229	229
Lot 1907	267	267
Lot 1908	180	180
Lot 1909	231	231
Lot 1910	146	146
Lot 2001	143	143
Lot 2002	244	244
Lot 2003	140	140
Lot 2004	255	255
Lot 2005	220	220



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2006	231	231
Lot 2007	269	269
Lot 2008	181	181
Lot 2009	232	232
Lot 2010	146	146
Lot 2101	144	144
Lot 2102	246	246
Lot 2103	137	137
Lot 2104	257	257
Lot 2105	222	222
Lot 2106	232	232
Lot 2107	270	270
Lot 2108	182	182
Lot 2109	381	381
Lot 2201	145	145
Lot 2202	248	248
Lot 2203	138	138
Lot 2204	258	258
Lot 2205	224	224
Lot 2206	234	234
Lot 2207	272	272
Lot 2208	183	183
Lot 2209	236	236
Lot 2210	148	148
Lot 2301	146	146
Lot 2302	250	250
Lot 2303	142	142
Lot 2304	260	260
Lot 2305	225	225



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2306	236	236
Lot 2307	274	274
Lot 2308	184	184
Lot 2309	238	238
Lot 2310	149	149
Lot 2401	146	146
Lot 2402	251	251
Lot 2403	140	140
Lot 2404	262	262
Lot 2405	227	227
Lot 2406	238	238
Lot 2407	276	276
Lot 2408	185	185
Lot 2409	239	239
Lot 2410	150	150
Lot 2501	227	227
Lot 2502	241	241
Lot 2503	320	320
Lot 2504	229	229
Lot 2505	239	239
Lot 2506	329	329
Lot 2507	296	296
Lot 2508	246	246
Lot 2601	229	229
Lot 2602	243	243
Lot 2603	321	321
Lot 2604	231	231
Lot 2605	241	241
Lot 2606	331	331



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2607	298	298
Lot 2608	248	248
Lot 2701	231	231
Lot 2702	244	244
Lot 2703	323	323
Lot 2704	232	232
Lot 2705	243	243
Lot 2706	331	331
Lot 2707	299	299
Lot 2708	250	250
Lot 2801	478	478
Lot 2803	324	324
Lot 2804	234	234
Lot 2807	301	301
Lot 2808	582	582
Lot 2818	251	251
Lot 2901	230	230
Lot 2902	244	244
Lot 2903	322	322
Lot 2904	232	232
Lot 2905	242	242
Lot 2906	332	332
Lot 2907	299	299
Lot 2908	249	249
Lot 3001	234	234
Lot 3002	248	248
Lot 3003	326	326
Lot 3004	236	236
Lot 3005	246	246



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3006	335	335
Lot 3007	303	303
Lot 3008	253	253
Lot M201	191	191
Lot M202	125	125
Lot M203	125	125
Lot M204	125	125
Lot M205	125	125
Lot M206	125	125
Lot M207	125	125
Lot M208	125	125
Lot M209	125	125
Lot M210	205	205
Lot M211	116	116
Lot M212	111	111
Lot M213	120	120
Lot M214	121	121
Lot M215	123	123
Lot M216	123	123
Lot M217	123	123
Lot M218	144	144
Lot M301	192	192
Lot M302	126	126
Lot M303	126	126
Lot M304	126	126
Lot M305	126	126
Lot M306	126	126
Lot M307	126	126
Lot M308	126	126



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot M309	126	126
Lot M310	206	206
Lot M311	117	117
Lot M312	112	112
Lot M313	120	120
Lot M314	122	122
Lot M315	124	124
Lot M316	124	124
Lot M317	124	124
Lot M318	145	145
Lot M401	194	194
Lot M402	127	127
Lot M403	127	127
Lot M404	127	127
Lot M405	127	127
Lot M406	127	127
Lot M407	127	127
Lot M408	127	127
Lot M409	127	127
Lot M410	208	208
Lot M411	118	118
Lot M412	113	113
Lot M413	121	121
Lot M414	123	123
Lot M415	125	125
Lot M416	125	125
Lot M417	125	125
Lot M418	146	146
Lot M501	196	196



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot M502	127	127
Lot M503	127	127
Lot M504	127	127
Lot M505	127	127
Lot M506	127	127
Lot M507	127	127
Lot M508	127	127
Lot M509	127	127
Lot M510	210	210
Lot M511	119	119
Lot M512	114	114
Lot M513	122	122
Lot M514	124	124
Lot M515	126	126
Lot M516	126	126
Lot M517	126	126
Lot M518	146	146
Lot S2	104082	104082
Lot T101	291	291
Lot T102	415	415
Lot T103	346	346
Lot T104	218	218
Lot T105	250	250
Lot T106	205	205
Lot T107	236	236
Lot TG1	295	295
Lot TM101	140	140
Lot TM102	144	144
Lot TM103	184	184



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/10/2023 01:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS631823J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot TM104	215	215
Lot TM105	118	118
Lot TM106	220	220
Lot TM107	251	251
Lot TM108	220	220
Total	204082.00	204082.00

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.

From www.planning.vic.gov.au at 06 January 2025 05:13 PM

PROPERTY DETAILS

Address: **303/35 MALCOLM STREET SOUTH YARRA 3141**

Lot and Plan Number: **Lot 303 PS631823**

Standard Parcel Identifier (SPI): **303\PS631823**

Local Government Area (Council): **STONNINGTON**

Council Property Number: **70918**

Planning Scheme: **Stonnington**

Directory Reference: **Melway 2L K4**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

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: **PRAHRAN**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

Planning Zone [ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)

Planning Overlay [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY SCHEDULE \(DCPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

[INCORPORATED PLAN OVERLAY - SCHEDULE 3 \(IPO3\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 \(LSIO1\)](#)

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

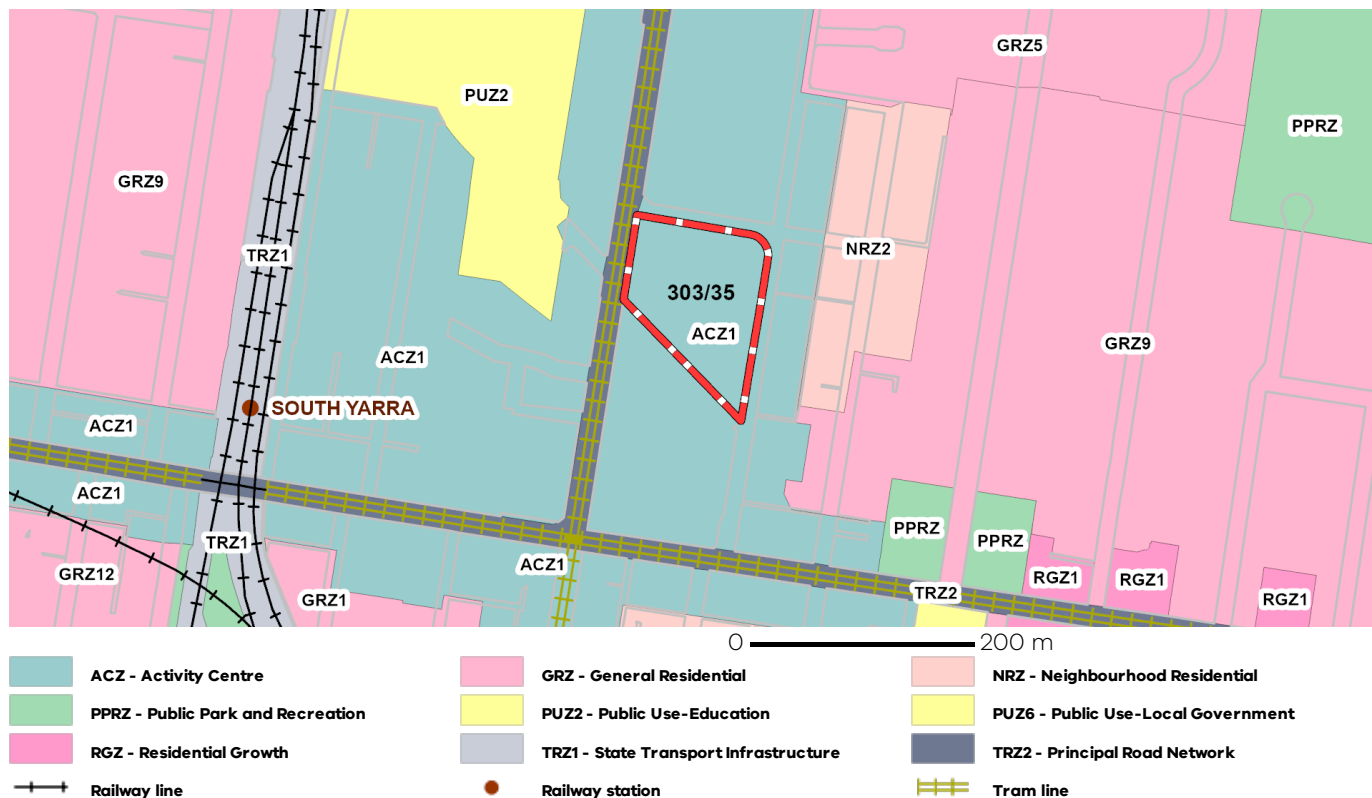
[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

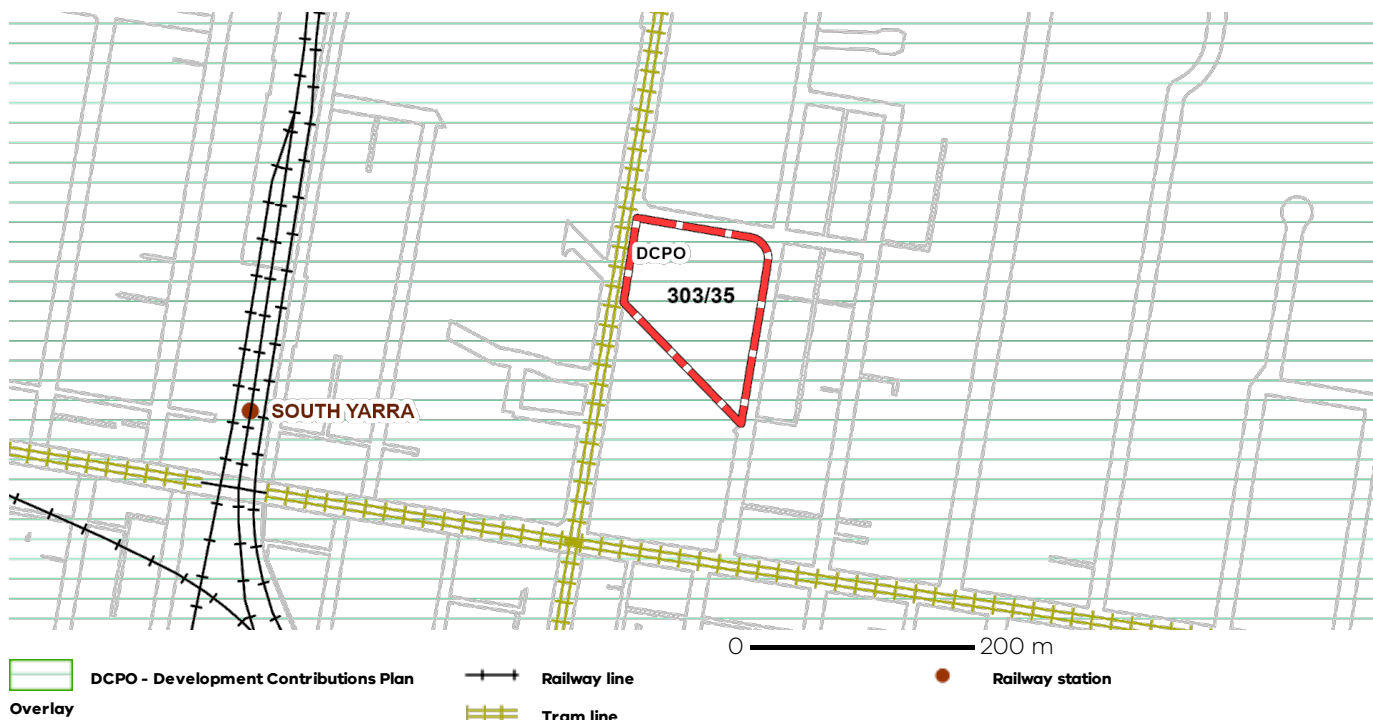
[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY SCHEDULE \(DCPO\)](#)



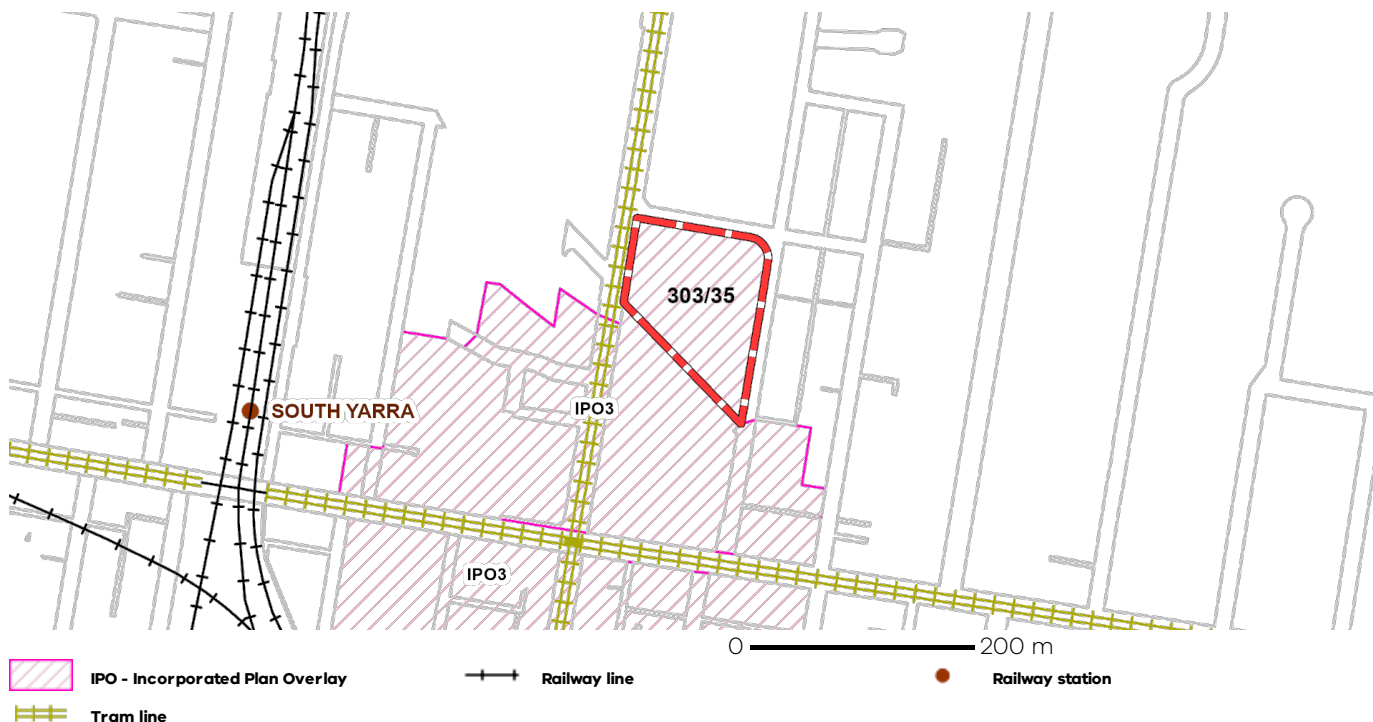
[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



Planning Overlays

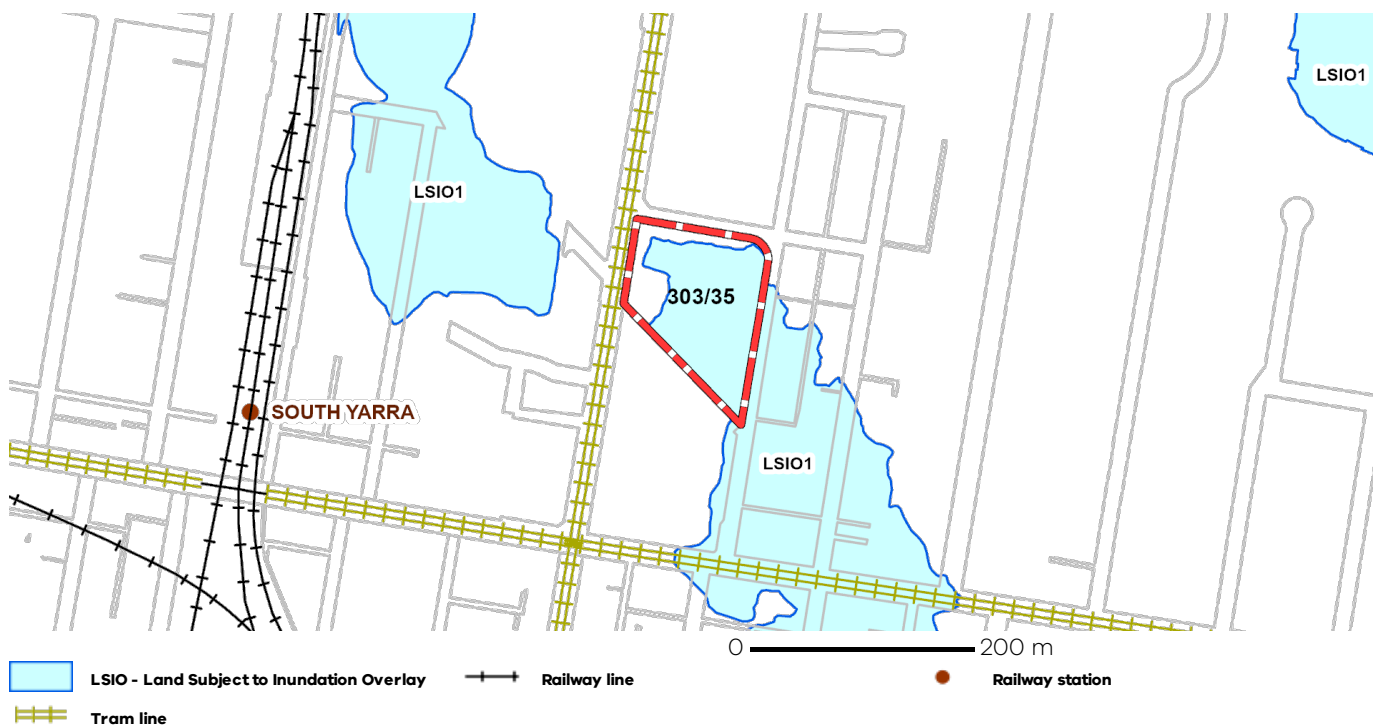
INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 3 (IPO3)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1)



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

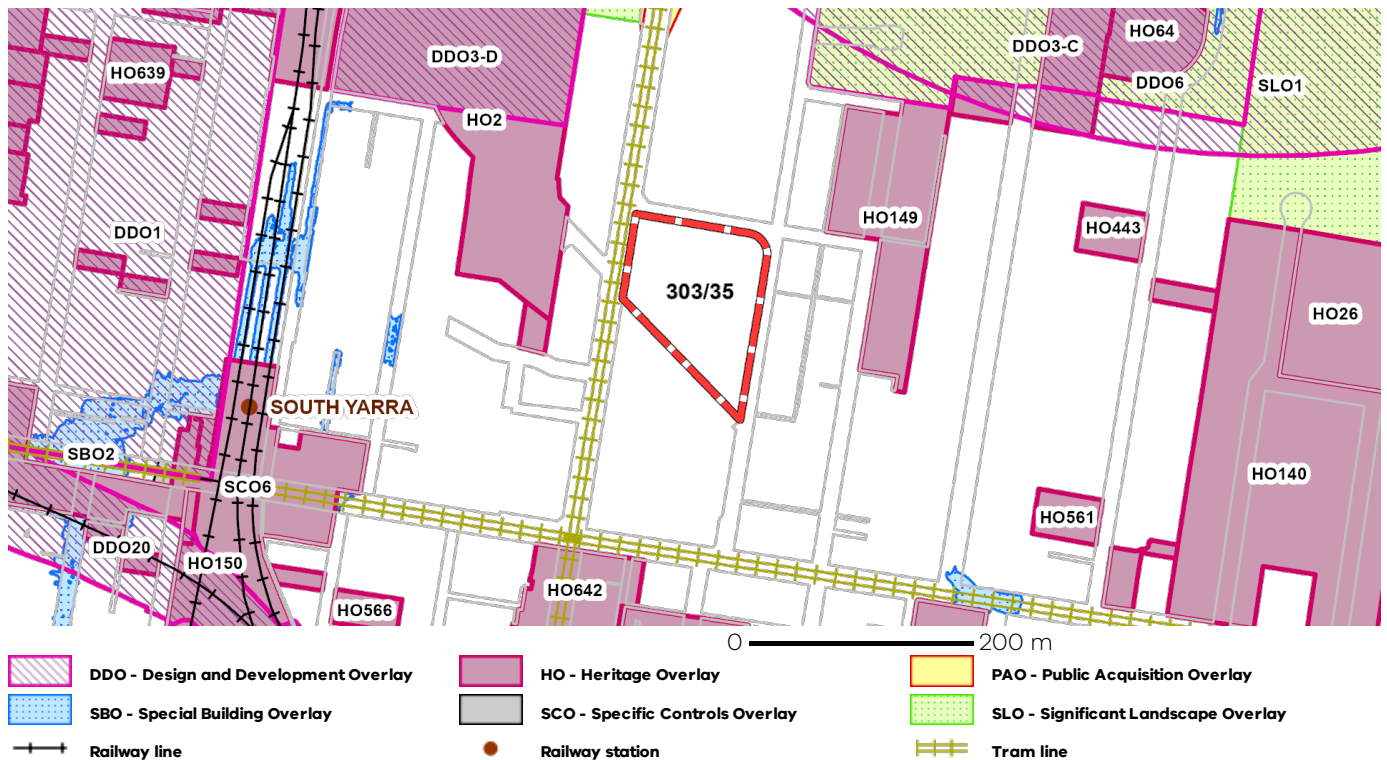
[HERITAGE OVERLAY \(HO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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

Further Planning Information

Planning scheme data last updated on 20 December 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

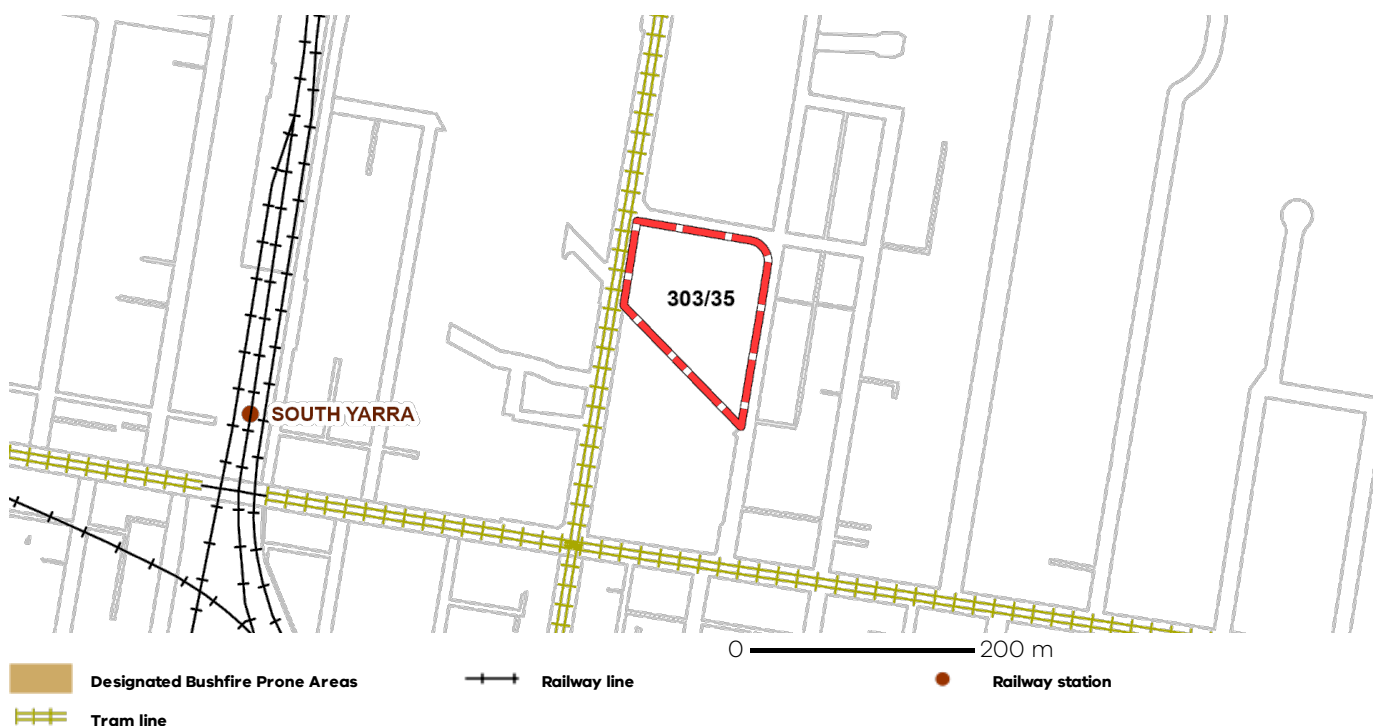
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 06 January 2025 05:14 PM

PROPERTY DETAILS

Address: **303/35 MALCOLM STREET SOUTH YARRA 3141**

Lot and Plan Number: **Lot 303 PS631823**

Standard Parcel Identifier (SPI): **303\PS631823**

Local Government Area (Council): **STONNINGTON**

Council Property Number: **70918**

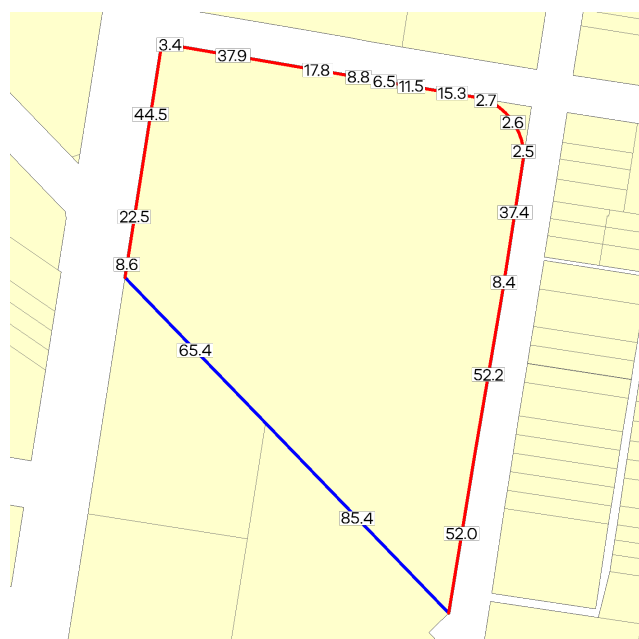
Directory Reference: **Melway 2L K4**

www.stonnington.vic.gov.au

Note: There are 548 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: 14624 sq. m (1.46 ha)

Perimeter: 507 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.

13 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: **PRAHRAN**

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.

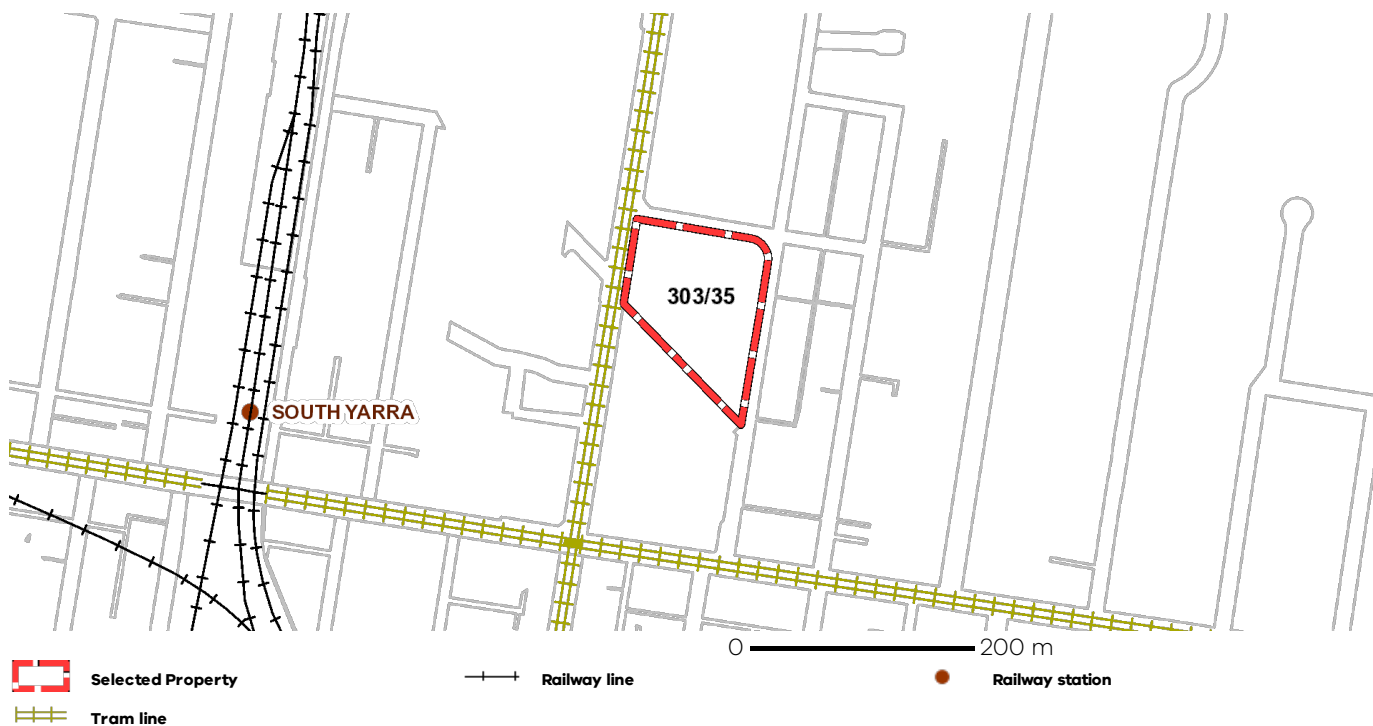
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Rates and Valuation Notice and Fire Services Property Levy 2024 / 2025

stonnington.vic.gov.au/rates T 8290 1333

PROPERTY NUMBER
70918

For the period 1 July 2024 to 30 June 2025

S Setiawan & S W Choi
C/- CASA REAL ESTATE
Suite 124 B&C, Level 1
1 Queens Road
MELBOURNE VIC 3004

Date of Notice/Service
9 August 2024

CASA-PR/BPAYVIEW

ARREARS DUE IMMEDIATELY
Amount Payable

\$0.00

TOTAL DUE
Total Amount Payable

\$849.07
Due 15 February 2025

OR 4 INSTALMENTS
Instalment 1 Amount Payable

\$213.07
Due 30 September 2024

Instalment 2 Amount Payable

\$212.00
Due 30 November 2024

Instalment 3 Amount Payable

\$212.00
Due 28 February 2025

Instalment 4 Amount Payable

\$212.00
Due 31 May 2025

PROPERTY DETAILS

AVPCC: 125 Strata unit or flat Resident
Property: 303/35 Malcolm Street, SOUTH YARRA VIC 3141
Description: Lot 303 PS 631823 Vol 11317 Fol 924
Site Value **Capital Improved Value** **Net Annual Value** **Ward**
\$125,000 \$410,000 \$20,500 COMO
Valuation Effective Level Date: 01/01/2024 **First Used:** 01/07/2024 The City of Stonnington uses the Capital Improved Value as a basis for levying rates.

DETAILS OF RATES AND CHARGES

Description	Rate/Charge	Multiplier	Amount
General Residential	0.0010279 in \$on CIV	410000	421.40
Waste Base Charge	Base Waste Charge	1	260.00
Fire Service Levy Residential Fixed	\$132.00		132.00
Fire Service Levy Residential Variable	0.000087 in \$on CIV	410000	35.67

TOTAL DUE: **\$849.07**
(No GST applicable)

Note: Payments and changes of address after 30 July 2024 not included.

ARE YOU HAVING TROUBLE PAYING THIS BILL?

If you are having trouble paying your bill, contact Council and ask for help. We have a number of flexible options available for you. For further information or to make a payment now, please visit: www.stonnington.vic.gov.au/rates. Contact us before the due date on your bill to avoid possible late payment fees at the prescribed penalty interest rate of 10% per annum. See back for further details.

PAYMENT OPTIONS



Biller Code: 20198
Payment Ref No. 7091 879



Your bill, your way

As a smart city, Council uses the Payreq MyBills service to offer several digital bill delivery options. Visit go.Payreq.com to create a free Payreq MyBills account. Then subscribe to choose a convenient and secure option to receive, pay and store your rates notices.



City of
STONNINGTON



Please call 1300 BPOINT
(1300 276 468) to make payments using
your credit card



Billpay Code: 3075
Ref : 7091 879

BPAY QR



Total
Amount



*3075 7091879

Instalment
Amount



*3075 7091879

<https://www.stonnington.vic.gov.au/rates>

Merchant fees may apply for EFTPOS, credit and debit card payments on Council issued invoices. The amount depends on which card you are using and the payment option. For full details of these charges, please visit Council website at: www.stonnington.vic.gov.au/information-pages-card-fees

FOR FURTHER PAYMENT OPTIONS PLEASE SEE REVERSE

1. Are you a pensioner?

A State Government municipal concession on rate payments is available for holders of pension concession cards issued by Centrelink or the Department of Veterans Affairs. The maximum available is 50 per cent of your rates payable to a maximum of \$259.50. This is only available to pensioners residing at the property they are applying for the concession. **Health Care and Seniors Cards are not eligible.**

2. Payment in full

If you choose to pay the total due in one lump sum, it must be received no later than **15 February 2025** (except any arrears which are payable immediately).

3. Payment by instalments

If you choose to pay by instalments, the amounts indicated must be received no later than the following dates:

- 1st instalment – 30 September 2024
- 2nd instalment – 30 November 2024
- 3rd instalment – 28 February 2025
- 4th instalment – 31 May 2025

Where a due date falls on a public holiday or weekend, the due date shall be the next working day. Note: to be included in the instalment scheme all arrears (if any) and one quarter of the current year rate must be paid by 30 September 2024. Any amount received after the 30 September 2024 will be treated as a part payment with the balance due by the 15 February 2025.

Notices for the second, third and fourth instalments will be forwarded in due course but failure to receive any such notice does not excuse late payment. Details of instalment amounts are shown on the front of notice.

4. Incentive for prompt payment

There is no current incentive for prompt payment.

5. Penalties for late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or seek a deferral or a waiver of making payments of rates and/or charges, you must make application in writing directly to the Rates Department of Council. See: www.stonnington.vic.gov.au for the Rates Financial Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at ten (10%) per cent per annum from the due date of the total amount or the due date of each overdue instalment.

6. Uniform rate in the dollar

Council under the provisions of S158 of the Local Government Act 1989 have declared a uniform rate for the calculation of its general rates. The 2024/2025 uniform Rate in the Dollar (RID) is 0.0010279 multiplied by the Capital Improved Value (CIV). Council has not declared any differential rates for the 2024/2025 financial year.

7. Rate cap

Council has complied with the Victorian Government's rate cap of 2.75 percent. This cap applies to the average annual increase of rates and charges, 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 municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

8. Annual waste charges

The waste service charge is determined by the type of waste services (where applicable) that you currently receive and incorporates the Victorian Government's landfill levy.
> Base waste service charge (no Council bins) is \$260.00
> The minimum waste charge (inc.council bin service) is \$362.00
> The minimum Food Organic and Green Organic (FOGO) waste charge is \$136.00
> Recycling bins (maximum two) are supplied at no charge

9. Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a Victorian Government charge collected by councils on their behalf to help fund Victoria's fire and emergency services service. If the leviable land is rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 27 of the *Fire Services Property Levy Act 2012*. If the leviable land is classified residential for land use classification purposes but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the *Fire Services Property Levy Act 2012*. A fixed pension concession of \$50 applies to eligible pensioners.

10. Special Rates

The following Special Rates have been declared in accordance with the provisions of the *Local Government Act 1989*

Chapel Street Special Rate – Purpose: Marketing and Promotion – Period: 01/01/2024 to 30/06/2028

Toorak Village Special Rate – Purpose: Marketing and Promotion – Period: 01/01/2024 to 30/06/2028

Toorak Road South Yarra Special Rate – Purpose: Marketing and Promotion – Period: 01/01/2024 to 30/06/2028

Glenferrie Road Malvern Special Rate – Purpose: Marketing and Promotion – Period: 01/01/2024 to 30/06/2028

High Street Armadale Special Rate – Purpose: Marketing and Promotion – Period: 01/01/2024 to 30/06/2028.

11. Notice of valuation / land tax

This property has been valued as at 1 January 2024 with the valuation effective from 1 July 2024. Any amendment to the valuation may result in additional rates, for which a supplementary rates notice will be issued. The basis of the assessment is the capital improved value (CIV) for the calculation of municipal rates. The Victorian Government's State Revenue Office also uses the site value in assessing land tax.

12. Objection against valuation

If you disagree with your valuation you can object to it within two months of the date of notice/service. The grounds on which an objection may be lodged are in Section 17 of the Valuation and Land Acts 1960. All objections are reviewed with a decision made by the Valuer-General Victoria (Victorian Government). Visit stonnington.vic.gov.au/rates for details. All objections must be lodged via the Valuer General Victoria Objection portal at: ratingvaluationobjections.vic.gov.au

13. Appeal against rate

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days of the date of notice, give to the Council (in the prescribed form) notice that you intend to appeal to the County Court. The grounds for appeal are that the land is not rateable land, that the rate or charge assessment was calculated incorrectly, that the person rated is not liable to be rated. This appeal does not apply to an objection or appeal under the *Valuation of Land Act 1960*.

14. Payment allocation

All payments will be credited in the following order:

- 1. Legal Costs, 2. Interest, 3. Arrears,
- 4. Fire Services Property Levy, 5. Current Levy.

15. Service of Notice

The service of this notice does not prejudice the Council's right to issue legal proceedings to recover any amount unpaid after the due date or in arrears.

16. Merchant Fee Surcharge

Merchant fees may apply for EFTPOS, credit and debit card payments on Council issued invoices. The amount depends on which card you are using and the payment option. For full details of these charges, please visit Council website at: www.stonnington.vic.gov.au/information-pages-card-fees

17. Change of address/ownership

The property owner must notify Council in writing of any change of postal and residential address or ownership. Email council@stonnington.vic.gov.au to do this.

If you have transferred obligation of payment for this account you must forward a copy of this notice to the transferee or contact Council.

18. Have you got a question or having difficulty paying your rates?

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

☎ 8290 1333

@ council@stonnington.vic.gov.au

🖱 stonnington.vic.gov.au/rates

Visit us

For up to date information on Stonnington Customer Service opening times and locations, please visit stonnington.vic.gov.au

Translation If you or somebody you know would like any information on this notice translated, call 8290 1333 or email council@stonnington.vic.gov.au

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

Large print notices The City of Stonnington has partnered with Vision Australia to provide your rate notice in an accessible format of your choice. Call Service Centre on 8290 1333

MORE PAYMENT OPTIONS



DIRECT DEBIT

If you paid by direct debit last year you will be automatically re-registered using the same account.

Please Note: Your first payment will include any outstanding arrears rates from previous years.

New applications must be received seven (7) days prior to the instalment payment dates



DIRECT DEBIT

CREDIT CARD OR SAVINGS/CHEQUE ACCOUNT

> Instalments only from credit card

> Go to stonnington.vic.gov.au direct debit via credit card or Savings/Cheque account and register. Applications are only available online at stonnington.vic.gov.au/rates

> 4 payments debited from your nominated cheque or savings account on the due date of each instalment

> If your bank account details have changed or if you would like to set up direct debit payments stonnington.vic.gov.au/rates



ONLINE

> Pay online with **eServices** using credit card at stonnington.vic.gov.au/rates



MAIL

> Make cheques payable to **Stonnington City Council** and crossed 'Not Negotiable'.

> Mail payments with Payment slip to:
City of Stonnington PO Box 58, Malvern 3144 Victoria

> Receipts will NOT be issued for mailed payments

> Note: Postal delays will not be acceptable as an excuse for late payment



POST OFFICE

> Please present notice intact at any **Australia Post Office**

> Payments may be made by cash, cheque, EFTPOS, Mastercard and Visa



CENTREPAY

> Use Centrepay to arrange regular deductions from your Centrelink payment. For all information please contact Council's Service Centre on 8290 1333

Information privacy: The Rates and Revenue Team is collecting your personal information to produce and maintain accurate databases so that we can communicate with you in relation to Rates Notices, the Voters Roll, valuation objections and any other matters affecting your property. If you provide us with any government-issued concession details, such as a pensioner card or health care card, we will use this information to grant you a discount on your annual rates notice. Other teams within Council may use your personal information to contact you about Council services, including building matters, animal registrations, enforcement matters, customer service queries and any other matters associated with the functions and activities of Council. The Rates and Revenue Team may share your personal information with contracted service providers, the Valuer General's Office, the Victorian Electoral Commission, Centrelink and technology providers. Your personal information may also be disclosed where there is a legislative requirement, such as instances involving fencing, emergency services or for inter-governmental reporting. If there is an option for you to interact with us anonymously, it will be offered, but in most instances we require your Personal Information to deliver Council services and enforcement functions. If you wish to access or alter any of the Personal Information that you have supplied to Stonnington City Council, please contact Council's Privacy Officer by telephoning 03 8290 1333 or emailing council@stonnington.vic.gov.au. For more information about how Council handles Personal Information, please refer to our Privacy Policy

How can I pay my rates?

Rates are to be paid either

- » **in full** – by 15 February 2025
- » **instalments** – due 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and hardship provisions:

- ☎ 8290 1333
- @ council@stonnington.vic.gov.au
- 🖱 stonnington.vic.gov.au/rates

Concessions

State Government concessions are available to ratepayers who are holders of concession cards for your place of residence. Visit stonnington.vic.gov.au/rates or call **8290 1333** for details about this.

Get your rates notices electronically

There are several ways you can receive your rates notices electronically, including email, bulk notices, accounting software or BPAY View. Visit stonnington.vic.gov.au/rates to register.

Objecting to your property valuation

If you disagree with your valuation you can object to it online within two months of the date of service of rates notice. All objections are reviewed with a decision made by the Valuer-General Victoria (Victorian Government). Visit stonnington.vic.gov.au/rates for details.

Merchant fee surcharge

Merchant fees may apply for EFTPOS, credit and debit card payments on Council issued invoices. The amount depends on which card you are using and the payment option. Visit stonnington.vic.gov.au/cardfees for details

How your rates are calculated



The rate in the dollar is calculated by dividing the total general rate revenue required to provide services by the total value (CIV) of all rateable properties in Stonnington.

How much is Council allowed to collect?

The Victorian Government has determined a rate cap of 2.75% this year, this means councils can only increase the average amount of general rates collected by 2.75%.

The waste services charge includes the cost of all waste services, including kerbside collection of both waste and recycling material. The charge accounts for all waste disposal costs including the State Government Landfill Levy and associated gate fees. Furthermore, it covers essential services like street cleaning, the disposal of hard waste items and the management of litter. The main factors driving these changes are the Victorian Government's landfill levy charges, contract costs for FOGO green waste disposal and recycling collection and processing and also the implementation of the Victorian Government directed bin lid colour changeover.

The **fire services property levy** is a Victorian Government charge collected by councils on their behalf to help fund Victoria's fire and emergency services service.

Why do some people's rates go up while other's go down?

Your rates could increase by more or less than someone you live near because rates are affected by changes in the capital improved value of your property.

Have your say and help shape our community

Visit connectstonnington.vic.gov.au to join the conversation and tell us what matters to you. You can also register to receive regular updates on new projects.

SCAN TO HAVE YOUR SAY



Contact us

- ☎ **8290 1333**
- ✉ PO Box 58, Malvern Victoria 3144
- @ council@stonnington.vic.gov.au

Visit us

- 🖱 stonnington.vic.gov.au
- 📍 **Stonnington City Centre**
311 Glenferrie Road, Malvern

Connect with us

- f facebook.com/stonningtoncouncil
- t twitter.com/StonningtonNews
- i instagram.com/whats_on_stonnington
- in linkedin.com/company/city-of-stonnington

Hearing or speech impairment

We are a national relay service friendly organisation. If you are deaf or have a hearing or speech impairment, contact us through the National Relay Service (NRS):

- » **TTY** users call **133 677**, then ask for **8290 1333**
- » **Speak and listen** users, call **1300 555 727**, then ask for **8290 1333**
- » **Internet relay** users, connect to the NRS, then ask for **8290 1333**

Community languages

Call the Stonnington Community Link, a multilingual telephone information service.

Mandarin	普通話	9280 0730	Polish	Polski	9280 0734
Cantonese	廣東話	9280 0731	Russia	Русский	9280 0735
Greek	Ελληνικά	9280 0732	Indonesian	Bahasa Indonesia	9280 0737
Italian	Italiano	9280 0733	Vietnamese	Tiếng Việt	9280 0748
All other languages		9280 0736			



City of
STONNINGTON



Your rates
explained
2024–25



City of
STONNINGTON

Council elections in October 2024

Every four years, ratepayers and residents vote to elect councillors to represent our community.

The next local Council elections will be held this October.

Voting is by post - you will receive your ballot pack in the mail from the Victorian Electoral Commission (VEC) from Monday 7 October 2024. Make sure you post it or drop it off at the election office before 6 pm on Friday 25 October 2024. The official election date is 26 October 2024. Voting in the Council election is compulsory for all enrolled voters. If you don't vote, you may get a fine from the VEC.

There is a new electoral structure for the City of Stonnington which will apply for the October 2024 election.

The City of Stonnington will have nine single-councillor wards at the elections this year. You will vote for one councillor to represent your ward.

These new wards are:

- 1

 Como
- 2

 Greville
- 3

 Hedgeley Dene
- 4

 Malvern Valley
- 5

 Orrong
- 6

 South Yarra
- 7

 Toorak
- 8

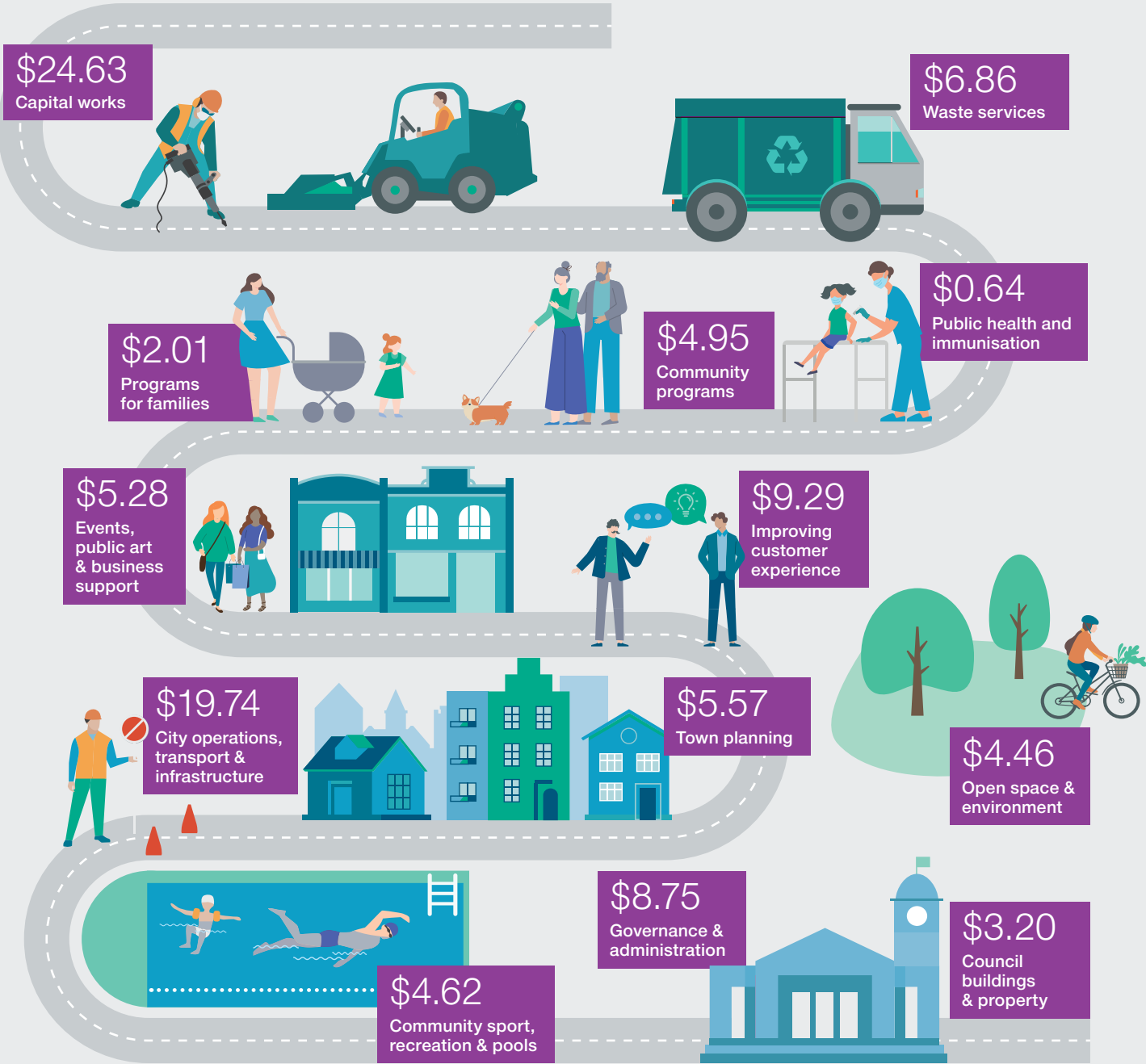
 Tooronga
- 9

 Wattletree



Visit stonnington.vic.gov.au/election2024 for details.

Where do my rates go? For every \$100 we spend:



More open space and a focus on community safety and transport

Delivering on the priorities you helped us identify is our focus for 2024-25.

During the 2024-25 budget year, our open space footprint will expand with the purchase of an exciting large parcel of land in Glen Iris and the completion of new pocket parks at Dixon, Izett and William streets.

We will also complete the redeveloped facilities at Toorak Park in Armadale, progress our investment into the renewal of our iconic Prahran Market building, progress stage two facility upgrades at East Malvern Tennis Club, rejuvenate the health club at Harold Holt Swim Centre and make open space improvements to the Gardiners Creek trail through a shared user trail.

Our community has also asked to see more done to address community safety and safe streets.

This Budget includes investment to deliver the Safer Stonnington Community Safety Plan 2023-2026 and outlines how Council will work in partnership with Victoria Police and others in the community to improve safety. It also includes a provision of additional cleaning and a doubling of night-time patrols by Council's compliance officers on Saturdays and Sundays at Chapel Street.

Safe cycling lanes and walking paths remain a high priority and we remain committed to delivering on our strategic transport objectives through improved off-road trails and on-road cycling paths and improved accessibility and walkability of all spaces.

A review of our parking and use of road assets will see continued investment in core infrastructure such as roads, footpaths, bridges and drainage works. We will continue to develop a municipal wide Parking Action Plan across residential and activity centre parking to ensure best use of road assets for the entire community.

For more information about these initiatives visit stonnington.vic.gov.au/annual-report-and-budget



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)

SAMUAL SETIAWAN & SIU WAI CHOI
C/O: CASA REAL ESTATE
SE 118A
L 1 1 QUEENS RD
MELBOURNE VIC 3004

Account number:	22259177
Date due:	28 October 2024
Current charges	Total due
+ \$172.90	\$172.90

Last bill	Payments received	Balance
\$172.90	— \$172.90cr =	\$0.00

Your account breakdown

Issue date	09 October 2024
Property	Apartment 303 35 Malcolm Street SOUTH YARRA VIC 3141
Property reference	11C//04110/278
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

Important note:

Your bill includes the parks charge which is split into 4 quarterly instalments.

Your snapshot

Average daily cost	\$1.32
--------------------	--------

Payment options

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

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 22259177
Account name: South East Water Corporation

BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 1002 2259 1700 005

Post billpay
BillpayCode: 0361 Ref: 1002 2259 1700 005
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

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

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

Property ref: 11C//04110/278
APARTMENT 303 35 MALCOLM STREET
SOUTH YARRA VIC 3141



*361 10022591700005

PN11C

Total due:	\$172.90
Account number:	22259177
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/10/24 to 31/12/24

Water service charge \$22.58

Sewerage service charge \$98.05

Total service charges \$120.63

Our charges \$120.63

Other authorities' charges

Parks 01/10/24 to 31/12/24 Charge \$21.79

Waterways and Drainage charge 01/10/24 to 31/12/24 \$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 **01/10/24 to 31/12/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for **01/10/24 to 31/12/24**.

Additional information

Payment assistance

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

Our customer charter

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

All your bills at your fingertips.

View them anytime, sign in or register
at mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

Download my bill link



Changes to how you view your bill online.

We've changed how you view your bill online to be even more secure.

From October 2024, any 'Download my bill' links in eBills issued before 12 March 2024 will no longer work.

You'll have access to these bills and all your bills anytime through mySouthEastWater.com.au

There are lots of benefits to using mySouthEastWater:



View your bills from the past 2 years.



Pay your bill and manage your payment options – set up a direct debit.



Update your contact details to receive alerts and notifications about works or interruptions affecting your water.



Support with your bill – request more time to pay or set up a payment plan.



View your water usage and compare to past usage.



Register your valid concession card and you could save up to \$363 annually.

To register

You can do it now in a few easy steps. You'll just need a copy of your bill with your account number handy.

Already registered?

Sign in to view your bills and manage your account on your time.

Visit mySouthEastWater.com.au or scan the QR code.



OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 10th January 2025

1. OWNERS CORPORATION DETAILS

Plan Number: PS631823J OC1 & OC2An unlimited for Plan No.

Address of Plan: 23-35 Malcolm Street/670 Chapel Street South Yarra VIC 3141

Lot Number this statement relates to: 303

Unit Number this statement relates to: 303/35

Postal Address: Level 17/727 Collins Street Docklands Victoria 3008

2. CERTIFICATE DETAILS

Vendor: Samuel Setiawan & Sui Wai Choi

Postal Address for Lot 303: 29 Kogarah Street Tarragindi Queensland 4121

Purchaser:

Person requesting Certificate: Jeff

Reference:

Address:

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 303

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 303 are **5,439.18 per annum** commencing on 1 December 2024. Levies for this plan are raised over **1 periods**

Period	Cost Centre	Amount	Due Date	Status
01/12/24 to 28/02/25	OC2	1,469.42	02/12/24	Paid
01/12/24 to 28/02/25	OC1	20.09	02/12/24	Paid
01/03/25 to 31/05/25	OC1	20.09	01/03/25	To be Issued
01/03/25 to 31/05/25	OC2	1,469.42	01/03/25	To be Issued
01/06/25 to 31/08/25	OC1	88.27	01/06/25	To be Issued
01/06/25 to 31/08/25	OC2	1,141.81	01/06/25	To be Issued
01/09/25 to 30/11/25	OC1	88.27	01/09/25	To be Issued
01/09/25 to 30/11/25	OC2	1,141.81	01/09/25	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 303 are **660.54 per annum** commencing on 1 December 2024. Levies for this plan are raised over **1 periods**

Period	Cost Centre	Amount	Due Date	Status
01/12/24 to 28/02/25	OC2	182.52	02/12/24	Paid
01/12/24 to 28/02/25	OC1	14.31	02/12/24	Paid

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 10th January 2025

For Plan No. PS631823J OC1 & OC2 - Lot 303

Period	Cost Centre	Amount	Due Date	Status
01/03/25 to 31/05/25	OC1	14.31	01/03/25	To be Issued
01/03/25 to 31/05/25	OC2	182.52	01/03/25	To be Issued
01/06/25 to 31/08/25	OC1	9.70	01/06/25	To be Issued
01/06/25 to 31/08/25	OC2	123.74	01/06/25	To be Issued
01/09/25 to 30/11/25	OC1	9.70	01/09/25	To be Issued
01/09/25 to 30/11/25	OC2	123.74	01/09/25	To be Issued

4. CURRENT LEVY POSITION FOR LOT 303

Fund	Balance	Paid To
Administrative	0.00	28 February 2025
Maintenance Fund	0.00	28 February 2025
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 303.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 303 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 10 January 2025:

Account / Fund	Amount
Administrative Fund	267,402.37
Maintenance Fund	35,313.87
Investment Account	666,515.34
TOTAL FUNDS HELD AS AT 10 JANUARY 2025	\$969,231.58

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	02GS025403
Expiry Date	28-February-2025
Insurance Company	PACE Insurance Pty Ltd
Broker	
Premium	647197.47

Cover Type

Damage (i.e. Building) Policy	Amount of Cover
	428,120,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 10th January 2025

For Plan No. PS631823J OC1 & OC2 - Lot 303

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Owners Corporation X Pty Ltd
ABN / ACN:	46 640 315 939
Address of Manager:	Level 17/727 Collins Street Docklands Victoria 3008
Telephone:	9112 1616
Facsimile:	
E-mail Address:	info@ocx.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

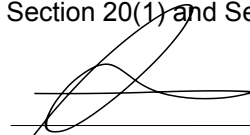
(Continued)

As at 10th January 2025

For Plan No. PS631823J OC1 & OC2 - Lot 303

SIGNING

The common seal of Owners Corporation No. ,
Plan No. PS631823J OC1 & OC2, was affixed and witnessed by and
in the presence of the registered manager in accordance with
Section 20(1) and Section 21(2A) of the Owners Corporations Act

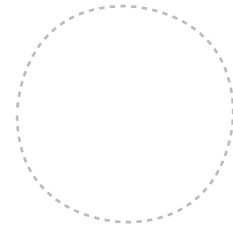


Registered Manager

Full name: Adam Holovics

Company: Owners Corporation X

Address of registered office: Level 17/727 Collins Street Docklands
Victoria 3008



Common Seal
of Owners Corporation

10/01/2025

Date



Owners Corporation X Pty Ltd
Level 7 / 575 Bourke Street,
Melbourne, VIC, 3000
www.ocx.com.au
03 9112 1616
ABN: 001329

Jeff

10th January 2025

Dear Jeff

Re: OWNERS CORPORATION CERTIFICATE - LOT 303, PLAN NO. PS631823J OC1 & OC2

In response to your request, we now attach an Owners Corporation Certificate for Lot 303 in Plan No. PS631823J OC1 & OC2 dated 10th January 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@ocx.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Adam Holovics

Company: Owners Corporation X

Address of registered office: Level 17/727 Collins Street Docklands
Victoria 3008

10/01/2025

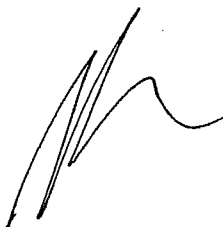
Date

Vogue Special Rules

Owners Corporation No. 2 ("OC 2")

on

PS 631823J

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, somewhat abstract shape.A small, handwritten mark or signature in the bottom right corner, appearing as a quick, curved stroke.

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1. Preface

This document comprises the rules of Owners Corporation as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the model rules relating to such a matter.

2. Definitions and interpretation

2.1 Definitions

In these Rules:

Act means *Owners Corporation Act 2006* (Vic), or any subsequent amendments, additions or substitutions that may be enacted from time to time;

Building means the building constructed on the Land and includes a structure and part of a building or a structure, walls, out-buildings, service installations and other appurtenances of that building;

Building Manager means the person engaged by the Owners Corporation to assist on site with the day to day running of the building, such as providing access to respective maintenance contractors, reporting breaches to the Manager, advising the Manager of any areas of concern;

Common Property means the area shown as Common Property No. 2 (CP No. 2) on Plan of Subdivision PS 631823J;

Easement has the meaning given to the term pursuant to rule 7.1.

Essential Services means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council;

Government Agency means any unit of any government of Victoria or Australia and includes any Council, the State Government of Victoria, the Government of Australia and any of the branches and/or units within such governments or any body delegated power by such governments;

Land means the whole of the land contained in the Plan;

Lot means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately;

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 must, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;

Occupier means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

Owners Corporation means Owners Corporation No 2 on the Plan of Subdivision 631823J (“PS 631823J”);

Plan or Plan of Subdivision means plan of subdivision PS 631823J;

Proprietor means an owner of a Lot affected by the Owners Corporation;

Retail Lots means Lot TG1, T102 and T103 on the Plan;

Rules mean these rules and any rules adopted by the Owners Corporation from time to time.

Rules of Use means the rules of use reasonably set by the Manager from time to time.

Security Access Key means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas.

2.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.
- (e) The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or 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.
- (f) where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive.

If any rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that rule or part thereof shall be struck down and shall have no further force and effect, however all remaining rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

3. Compliance with Rules and Rules of Use

- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor’s Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor’s Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.

- 3.3 A Proprietor or Occupier uses the Common Property at their own risk.
- 3.4 The Proprietor must pay, within 7 (seven) days of Notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
- (a) remedying any breach of these Rules; and
 - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot or a licensee, invitee or contractor of the Proprietor or Occupier.

4. Access to Lots

- 4.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

5. Compliance with Laws

- 5.1 A Proprietor must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

6. Notification

- 6.1 Each Proprietor must advise the Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager or Building Manager of any change in such address or telephone number.

7. Right of Way

- 7.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988*, they grant an easement of way ("**Easement**") over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
 - (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining

access to the plant and service areas and any service pipes or ducts located in the Lots or the façade (for cleaning, maintenance or repair purposes) without interruption and disruption; and

- (c) they must not unreasonably interfere with or prevent the use of the Easement.

8. Owners Corporation Fees

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his Lot liability or as otherwise directed by the Owners Corporation or the Manager, as follows:
- In the first year, annually in advance; and
 - Thereafter, quarterly in advance.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Support and provision of Services

- 9.1 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 which results in:
- (a) the structural and functional integrity of any part of the Common Property is altered, changed or impaired; or
 - (b) the passage or provision of services through the Lot or the Common Property is interfered with.
- 9.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation.
- 9.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the costs of supply, consumption and maintenance of any gas facility or power supply required for heating or cooling the Lots or cooking within the Lots to:
- (a) a Lot or Lots;
 - (b) a car parking space;
 - (c) a storage space; or
 - (d) any other area of the Common Property.
- 9.4 Where any Lot is not separately metered in relation to any such service, then the Proprietor must pay the Owners Corporation in its annual fee a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service and by no other reference.

- 9.5 For the avoidance of doubt, the Manager reserves its rights pursuant to section 49(2) of the Act.

10. Behaviour by Proprietors and Occupiers

- 10.1 A Proprietor or Occupier of a Lot must not:

- (a) create any undue noise, odours, vibrations 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; or
- (b) obstruct the lawful use of Common Property by any person; or
- (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends; or
- (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
- (e) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
- (f) allow the entry door or any other external door (other than a sliding door to a balcony) of any Lot or on Common Property to be physically restrained from closing in any way; or
- (g) permit any bicycle to be stored on balconies; or
- (h) allow bicycles to be stored in other than the areas of the Common Property designated (if any) by the Owners Corporation or its Manager for such purpose; or
- (i) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am Saturday and Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
- (j) use any condenser clothes dryer on a Lot; or
- (k) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
- (l) bring onto the Common Property any shopping trolley.

- 10.2 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.

- 10.3 a Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to 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 the Manager may designate from time to time.

- 10.4 a Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, scooters, motor scooter, bicycles, skateboards, rollers skates, roller blades or the like. Only motor scooters and bicycles may be used and/or parked in Basement 3 of Common Property 2 and/or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 10.5 nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows and on any Common Property.
- 10.6 use their balcony/terrace without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

11. Air Conditioning and Heating

- 11.1 A Proprietor or Occupier of a Lot must not install, maintain and operate an air-conditioning or heating unit to service the Lot which:
- (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any will be subject to terms and conditions set by the Owners Corporation;
 - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
 - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 11.2 A Proprietor or Occupier of a Lot must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property or on area which has been leased or licensed by the Owners Corporation for the purposes of locating such condensers. If the air-conditioning condenser is located on the Common Property or any such leased or licensed area, the Proprietor or Occupier of the Lot must obtain the prior written permission of the Manager or the Building Manager prior to accessing the air-conditioning condenser.

12. Plants

- 12.1 A Proprietor who has plants on its Lot, whether on a balcony, terrace or otherwise must:
- (a) ensure that the plants are properly maintained and securely fixed or tethered; and
 - (b) refrain from watering the plants and the soil in such pots in such a way that water may escape onto the Lot, Common Property or other Lots.

13. Cleaning of Building

- 13.1 Having regard to rule 7.1 of these Rules, each Proprietor or Occupier must allow the Owners Corporation's window and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation window and building cleaners for the purpose of cleaning the facade of the building.

- 13.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 13.3 Each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them.

14. Leasing or Licensing a Lot / No Serviced Apartment

- 14.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
- (a) provide that person with an up to date copy of these Rules;
 - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
 - (c) take all action available to the Proprietor to ensure compliance with these Rules.
- 14.2 Notwithstanding anything to the contrary in these Rules, a proprietor of a Lot must not at any time:
- (a) use a Lot, or permit the Lot to be used, as a serviced apartment or for residential hotel accommodation;
 - (b) use a Lot, or permit the Lot to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business; or
 - (c) enter into an Occupation Agreement under which one or more person/s may be granted the right to occupy the Lot for a Restricted Stay.

For the purposes of this Rule 14.2 :

“Occupation Agreement” means an arrangement or agreement (including a lease, licence or management agreement) giving any person or entity the right to occupy the Lot or to allow others to occupy the Lot.

“Restricted Stay” means a stay that is scheduled to end less than 8 weeks after it commences but does not include a period of overholding under a lease that was granted for an initial term of 6 months or more.

15. Cleaning of a Lot (including windows)

- 15.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 15.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace within their Lot clean, tidy and well maintained.
- 15.3 A Proprietor or Occupier of a Lot must keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times.
- 15.4 A Proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass in windows (including louvres) and doors on the boundary of the Lot, unless the glass in windows and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.

- 15.5 A Proprietor or Occupier of a Lot must allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.

16. Damage to Common Property

- 16.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 16.2 A Proprietor or Occupier of a Lot must promptly notify the Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

17. Car Parking spaces

- 17.1 A Proprietor or Occupier of a Lot must not use a car space for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.
- 17.2 A Proprietor or Occupier of a Lot must not reverse in or out of the Building at any time.
- 17.3 A Proprietor or Occupier of a Lot must not in any way obstruct any of the access aisles in the carpark.
- 17.4 A Proprietor or Occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 17.5 A Proprietor or Occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle or bicycle other than within parking spaces owned by the Proprietor of that Lot.
- 17.6 A Proprietor or Occupier reserves the right to remove any offending vehicles, trailer or motor cycles or bicycle which have been illegally parked in their private car parking space or parked without their authority. Cost of removal will be at the cost of the Proprietor/Occupier of the property removed.
- 17.7 The Manager reserves the right to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the *Occupational Health & Safety Regulations 2007* or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this rule 17.7, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this rule 17.7 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.
- 17.8 The Manager reserves the right to engage the services of a third party for the services of car parking services manager to monitor and attend to car parking matters on behalf of the lot owners who have car parking spaces.

- 17.9 A Proprietor or Occupier of a Lot must ensure their car parking space(s) is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any car parking space that is part of a Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen days (14) days notice of its intention to do such cleaning, except in case of emergency, in which case no notice will be required.
- 17.10 A Proprietor or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Lot and/or other part of the Common Property.
- 17.11 A Proprietor or Occupier of a Lot must not grant an occupation right in relation to a car parking space to any person other than another Proprietor or Occupier.
- 17.12 Subject to the prior written consent of the Manager, a Proprietor of a Lot may convert its car parking space or part thereof (if any) into a storage area, subject to :
- (a) the storage area being secured in accordance with the specifications contained in Annexure 2 of these Rules or any other such specifications as notified by the Owners Corporation from time to time;
 - (b) the converted storage area being used in accordance with these Rules;
 - (c) any remainder area used as a car parking space complying with all laws relating to such use
 - (d) usage of such converted storage area be in accordance with these Rules on storage areas.
- 17.13 A Proprietor or Occupier of a tandem car parking space may park 2 vehicles on that car parking space provided they fit within that space.

18. Move Ins/outs (including furniture or goods)

- 18.1 A Proprietor or Occupier of a Lot must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the Manager 48 hours written notice prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 18.2 A Proprietor or Occupier of a Lot must fill in a Moving In/Moving Out Form and/or a Delivery of Goods Form which can be obtained from the Manager or Building Manager in the form designated by the Manager or Building Manager from time to time.
- 18.3 If moving an article (including furniture and/or goods) over or through Common Property is likely to cause damage to or obstruct Common Property, a Proprietor or Occupier of a Lot may only move such article in accordance with directions of the Owners Corporation, the Manager or the Building Manager.
- 18.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Manager once approval has been granted.

- 18.5 A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building outside the hours permitted.. Permitted hours are between 8:00 am and 4:00 pm, Monday to Friday(or such other times as are designated by the Manager from time to time). Any moves outside these hours are at the discretion of the Manager or the Building Manager. A Proprietor or Occupier of a Lot may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the Manager from time to time).
- 18.6 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the common property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by the Proprietor of the Lot to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 18.7 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to provide a bond to the Building Manager as specified in the Moving In/Moving Out Form and/or a Delivery of Goods Form at the discretion of the Owners Corporation . The bond is to be provided to the Building Manager prior to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier once Manager or Building Manager has conducted an inspection and is satisfied that no damage has occurred to the common property area as a result of the move.
- 18.8 A Proprietor or Occupier of a Lot must not leave any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods in or on any of the Common Property in or around the Building. All such waste, packaging, wrappers and the like must be taken away by the Proprietor or Occupier after the move.
- 18.9 A Proprietor or Occupier of a Lot must not place anything, including but not limited to:
- (a) decorative items; or
 - (b) stack storage items or furniture;
- higher than 500mm below any sprinkler or within 500 mm from a fire sprinkler in any direction which would have the effect of hindering its operation or the efficacy of its operation.

19. Interference with Common Property

- 19.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, 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.
- 19.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 19.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.

- 19.4 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, which must not be unreasonably withheld.
- 19.5 A Proprietor or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 19.6 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 19.7 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack storage items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.

20. Security of Common Property

- 20.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 20.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un-accompanied by them to follow them through the security doors or carpark to the lobby or any other Common Property.
- 20.3 All visitors/guests must be accompanied by the Proprietor or Occupier when on Common Property.

21. Notification of defects

- 21.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager or the Building Manager on becoming aware of any damage to or defect in the Common Property and/or Common Property facility.

22. Compensation to Owners Corporation

- 22.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

23. Restricted use of Common Property

- 23.1 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. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:

- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- (b) 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;
- (c) restrict by means of key or other security device the access of Proprietors or Occupiers;
- (d) 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.

24. Security Access Keys

- 24.1 The Owners Corporation may charge a fee for any additional Security Access Key required by a Proprietor or Occupier.
- 24.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Access 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 Access Key to the Proprietor, the Owners Corporation, the Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 24.3 A Proprietor or Occupier of a Lot in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access 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, the Owners Corporation or the Manager or the Building Manager.
- 24.4 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor or Occupier of the Owners Corporation will be at that Proprietor's or Occupier's cost.

25. Garbage

- 25.1 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 garbage (other than that generated pursuant to a move in/move out).
- 25.2 There is a garbage chute located on every level of the Building for the disposal of garbage by Proprietors and Occupiers. All garbage must be disposed of correctly in rubbish bags which must be securely tied before being placed in the garbage chute.
- 25.3 A Proprietor or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or Proprietors of other Lots.

- 25.4 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:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped at all times in small parcels deposited in the garbage chute situated on the Common Property; and
 - (d) all cardboard boxes and packaging must be broken down and left packed in the area designated for such items by the Owners Corporation. These items must not be deposited via the chute.

26. Storage of flammable liquids

- 26.1 A Proprietor or Occupier of a Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot, or associated car space, and/or storage area or on 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.
- 26.2 The Manager or Building Manager in consenting to such storage may limit the quantity permitted to be stored at any one time and from time to time.

27. Pets and animals

- 27.1 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 27.2 A Proprietor or Occupier of a Lot must:
- (a) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
 - (b) comply with the *Domestic Animals Act 1984 (Vic)* and take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise); and
 - (c) not keep any animal upon the Common Property or balcony/terrace of a Lot 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.
- 27.3 To minimise pet noise, a Proprietor or Occupier of a Lot must not leave any animal belonging to them or in their control on their balcony Lot either overnight or whilst the Proprietor or Occupier is away from their Lot.

- 27.4 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.5 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.6 A Proprietor or Occupier of a lot who is keeping an animal that is subject of a notice under sub-rule 27.5 must remove that animal permanently from their Lot.
- 27.7 Sub-rules 27.5 and 27.6 do not apply to an animal that assists a person with an impairment or disability.

28. Consent of Owners Corporation

- 28.1 A consent given by the Owners Corporation under these Rules must be made in writing. It may be revocable and subject to conditions.

29. Complaints and applications

- 29.1 A Proprietor may make a complaint in respect of the Building, the Manager, the Building Manager or other Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

30. Infectious diseases

- 30.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

31. Storage of bicycles

- 31.1 A Proprietor or Occupier of a Lot must not use the lifts in the Building for taking bicycles to and from a Lot.
- 31.2 A Proprietor or Occupier of a Lot must not store any bicycle other than in their own Lot but cannot store any bicycle on the Proprietor or Owner's balcony/terrace.
- 31.3 A Proprietor or Occupier of a Lot may store a bicycle in the areas of the Common Property (if any) which may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks or such like.
- 31.4 A Property or Occupier of a Lot must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, walkways, or other parts of the Common Property as may be excluded by the Owners Corporation or its Manager from time to time.

- 31.5 Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

32. Insurance premiums

- 32.1 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 (other than normal residential use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspend, or increase the premium then the Proprietor or Occupier will:
- (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
 - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

33. Fire control

- 33.1 A Proprietor or Occupier of a Lot must not:
- (a) use or interfere with any fire safety equipment except in the case of an emergency;
 - (b) obstruct any fire stairs or fire escape;
 - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor of Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
- (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
 - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:
- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its Manager may designate from time to time;
 - (b) open their apartment door in non dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non dangerous situations;
 - (c) open the door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;

- (d) utilise fire hoses except in the case of an emergency;
- (e) leave open the entry door of their apartment/Lot whilst having building works undertaken.

33.4 For the avoidance of doubt, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

34. Signs, blinds and awnings

- 34.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Lot where it can be seen from any external position.
- 34.2 Subject to rule 34.3, a Proprietor or Occupier must not install or permit the installation of any curtains, blinds or other window furnishings other than those listed in **Annexure 1**.
- 34.3 A Proprietor or Occupier may install or permit the installation of any curtains, blinds or other window furnishings other than those listed in **Annexure 1** with the consent of the Owners Corporation, which consent may be provided in the absolute discretion of the Owners Corporation .
- 34.4 A Proprietor or Occupier of a Lot must not allow the erection of any “for sale” or “for lease” or similar boards on the Common Property or their Lot.
- 34.5 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not install or permit the installation of venetians or vertical blinds to any part of the Lot.

35. Window tinting

- 35.1 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 to change the visual characteristics of the glazing.

36. No painting, finishing, etc of external façade or Common Property

- 36.1 A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their Lot.

37. Appearance of a Lot

- 37.1 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony rail/terrace or window/louvres on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 37.2 A Proprietor or Occupier of a Lot may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.

- 37.3 Subject to Rules 17.12 and 37.13, a Proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.
- 37.4 A Proprietor or Occupier of a Lot must not allow any balcony or terrace which forms part of any Lot to become unkempt or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.5 Without the prior written consent of the Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 37.6 A Proprietor or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.
- 37.7 A Proprietor or Occupier of a Lot must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.8 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 37.9 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.10 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.11 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.12 A Proprietor or Occupier must not allow any glass walls or windows (louvres or otherwise) to be dirty or unclean which is visible from outside the Lot.
- 37.13 A Proprietor or Occupier of a Lot must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour/material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.
- 37.14 Notwithstanding anything else contained in this rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the Manager or Building Manager in relation to the appearance of the Lot.
- 37.15 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.

38. Mail

- 38.1 A Proprietor or Occupier of a Lot must ensure that it keeps clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars,

pamphlets, newspaper, advertising materials or other objects and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than 2 days. This requirement may be temporarily waived upon request made to the Manager in writing not less than seven (7) days prior to the date or dates for which such waiver is required.

39. Compliance with rules by invitees

- 39.1 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.
- 39.2 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.

40. Compliance with laws

- 40.1 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, notice or order of any governmental authority.
- 40.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.

41. Building works

- 41.1 A Proprietor or Occupier 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) The Proprietor or Occupier of a Lot must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
 - (i) adherence to these Rules;
 - (ii) carrying out a dilapidation survey (which may involve inspection of area prior to commencement and also at completion or works);
 - (iii) accepted hours for works to be undertaken;
 - (iv) working access and also materials access;
 - (v) use of lifts;
 - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
 - (vii) payment of a reasonable bond as security; and

- (b) 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
- (c) the Proprietor Occupier 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 and Occupiers.

41.2 The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier

- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the . external appearance of the Building or any of the Common Property or 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 reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of rule 41.2(a), 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 and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.

41.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or Manager or Building Manager 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 entrance and/or 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.

41.4 Without limiting the generality of rule 41.3 the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier'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 on Common Property without the prior written consent of the Manager.
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;

- (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) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

41.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier 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;
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- (c) pays such reasonable costs as per clause 41.2 (c) to the Owners Corporation; and
- (d) sign a form of indemnity in a form reasonable required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

41.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.

41.7 The Proprietor or Occupier of a Lot must promptly 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. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.

41.8 A Proprietor or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

42. Conduct of meeting

42.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and *Owners Corporation Regulations 2007*.

43. Recovery of Owners Corporation contribution fees/legal costs

- 43.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

44. Penalty interest

- 44.1 Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

45. Use of appurtenances/apparatus

- 45.1 A Proprietor or Occupier of a Lot must not:
- (a) use the toilets, pipes and drains, for any other purpose other than those which they were constructed;
 - (b) sweep or dispose of rubbish or other unsuitable substances into them,

Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay, then the Proprietor will be held responsible for payment.

46. Private barbecues

- 46.1 A Proprietor or Occupier is requested to consider smells permeating through the Building and to exercise courtesy to their neighbours when using a barbecue on their Lot balcony/terrace.

47. No trade or business

- 47.1 The Proprietor or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

48. Breach of these Rules

- 48.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:
- (a) do all things; or
 - (b) cease doing such things; or
 - (c) comply with such reasonable requests made by the Manager or Building Manager,
- to remedy such breach without delay.

- 48.2 Where the Proprietor or Occupier breaches a Rules which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the Manager or the Building Manager.
- 48.3 If the Proprietor or Occupier does not comply with its obligations pursuant to rule 48.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 48.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation the Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

49. Wind

- 49.1 A Proprietor or Occupier of a Lot must ensure that prior to departing their Lot and for so long as the Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to surrounding people or property. During periods of high winds, all loose items are also to be removed from balconies/terraces.
- 49.2 During periods of high winds, a Proprietor or Occupier of a Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to surrounding people or property.

50. Swimming Pool and Spa Area

- 50.1 A Proprietor or Occupier of a Lot must observe the rules of this rule 50 in relation to use of the swimming pool, spa, steam room & sauna area ("**Swimming Pool Area**") and ensure that any invitees of the Proprietor or Occupier of a Lot use the Swimming Pool Area in accordance with the following rules:
- (a) children under the age of 14 years must be supervised by an adult at all times;
 - (b) glass objects, drinking glasses and sharp objects are not permitted;
 - (c) alcohol and food are not permitted;
 - (d) subject to sub-rule 50.2, guests must be accompanied at all times by a person who occupies or is in possession of a Lot that is a member of the Owners Corporation or occupier under a lease or licence agreement;
 - (e) smoking is not permitted;
 - (f) all users must shower before entering the swimming pool or the spa;
 - (g) jumping, diving, running, ball games, noisy or hazardous activities are not permitted;

- (h) spitting is not permitted;
- (i) the hours of use of the Swimming Pool Area are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (j) all users of the Swimming Pool Area must dry off before leaving the Swimming Pool Area;
- (k) footwear must be worn to and from the Swimming Pool Area;
- (l) appropriate attire must be worn at all times. Nude bathing is prohibited and females must not go topless; and
- (m) all users of the Swimming Pool Area do so at their own risk.
- (n) no loud music in the Swimming Pool Area.
- (o) any other Rules approved by the Owners Corporation from time to time.

50.2 A Proprietor or Occupier of a Lot must not allow more than two (2) of its invitees at the Swimming Pool Area at any one time.

51. **Gymnasium**

51.1 A Proprietor or Occupier must observe the following rules in relation to the use of the gymnasium ("**the Gymnasium**"):

- (a) glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium;
- (b) alcohol and food are not permitted in the Gymnasium;
- (c) a person under the age of sixteen (16) years must be accompanied by an adult at all times;
- (d) smoking is not permitted in the Gymnasium;
- (e) all users of the Gymnasium must carry a towel at all times and wipe down equipment after use;
- (f) the hours of use of the Gymnasium are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (g) suitable footwear must be worn to and from the Gymnasium and, while in the Gymnasium, socks and appropriate sport shoes are to be worn at all times;
- (h) suitable clothing (excluding swimwear) is to be worn while in the Gymnasium;
- (i) all users of the Gymnasium must turn off all lights when last to leave;
- (j) users of the gymnasium must be inducted on the equipment prior to using the Gymnasium;
- (k) all users of the Gymnasium do so at their own risk;

- (l) no music audible to other users of the Gym, other than that provided by the Owners Corporation, is allowed in the Gymnasium;
- (m) if coming from the Swimming Pool Area, must dry off completely before entering the Gymnasium; and
- (n) any other Rules approved by the Owners Corporation from time to time.

51.2 A Proprietor or Occupier of a Lot must not allow more than two (2) of its invitees at the Gymnasium at any one time.

52. Tennis Court

52.1 The tennis court ("**the Tennis Court**") must be booked through the Building Manager.

52.2 The following rules in relation to the use of the Tennis Court:

- (a) glass objects, drinking glasses and sharp objects are not permitted on the Tennis Court;
- (b) alcohol and food are not permitted on the Tennis Court;
- (c) A person who is under the age of sixteen (16) years must be accompanied by an adult at all times;
- (d) smoking is not permitted on the Tennis Court;
- (e) no loud music is permitted on the Tennis Court;
- (f) the hours of use of the Tennis Court are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- (g) suitable footwear must be worn to and from the Tennis Court and, while on the Tennis Court, appropriate footwear is to be worn at all times;
- (h) if coming from the Swimming Pool Area, dry off completely before entering the Tennis Court;
- (i) suitable clothing (excluding swimwear) is to be worn while on the Tennis Court;
- (j) the Tennis Court is only to be used for tennis;
- (k) the duration of use may be limited by the Manager from time to time;
- (l) all users of the Tennis Court do so at their own risk; and
- (m) any other Rules approved by the Owners Corporation from time to time.

53. Garden BBQ Area & Recreation Garden/Putting Green

53.1 The Garden BBQ Area & Recreation Garden/Putting Green ("**Garden and Recreation Area**") may only be used between the hours of 7.30am and 10.00pm on Sunday, Monday, Tuesday, Wednesday and Thursday and between the hours of 7.30am to 11.00pm on Friday,

Saturday or as otherwise directed by the Owners Corporation or Manager.

- 53.2 A Proprietor or Occupier of a Lot or their visitor/guest must be in appropriate attire and footwear at all times in the Garden and Recreation Area.
- 53.3 Any persons under the age of 16 (sixteen) must be accompanied by an adult at all times whilst in the Garden and Recreation Area.
- 53.4 All users of the Garden and Recreation Area do so at their own risk.
- 53.5 The following items are not permitted in the Garden and Recreation Area:
- (a) Alcohol;
 - (b) Smoking;
 - (c) Pets;
 - (d) Amplified music;
 - (e) Glass objects;
 - (f) Drinking glasses
 - (g) Sharp objects.
- 53.6 Private BBQs are not permitted in the Garden and Recreation Area.
- 53.7 The hours of use of BBQs are prescribed by the Owners Corporation in its absolute discretion, as designated by the Owners Corporation from time to time;
- 53.8 The BBQ and the BBQ area must be properly cleaned by the Proprietor or Occupier once finished.
- 53.9 All rubbish must be removed from the Garden and Recreation Area by the Proprietor or Occupier.
- 53.10 Use of the BBQ must be booked through the Building Manager or Manager at all times prior use. The duration of use may be limited by the Manager from time to time.

54. Health, Safety and Security

- 54.1 A Proprietor or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.

55. Management and Administration

- 55.1 The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Proprietor or Occupier that is more than the amount that the supplier would have charged the Proprietor or Occupier for the same goods or services.

56. Selling or Leasing Activities

56.1 A Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:

- (a) at the entry way to the Lot;
- (b) in the Building;
- (c) in or on the Common Property; or
- (d) in front of the Building

without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion)

56.2 A Proprietor or Occupier of a Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots

57. Special Rules

57.1 Definitions

In this rule:

Developer means Ryssal-Three Pty Ltd ACN 006 196 685 or any subsidiary or related entity of that company.

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.

57.2 Special rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;

- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

57.3 **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 and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

57.4 **Owners Corporation's obligations**

The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots and the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be 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.

57.5 **Developer's obligations**

The Developer and any third party authorised by it under this rule 57, or any party to which it assigns all or part of the benefits of its rights under this rule 57 must not in exercising its right and entitlements under this rule 57 which unduly restricts or limits the use of any Lot.

58. **Dispute Resolution**

- 58.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
- 58.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.

- 58.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 58.4 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 58.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 58.6 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- 58.7 This process is separate from and does not limit any further action under Part 10 of the Act.

59. Special rules for the Retail Lots

- 59.1 Notwithstanding anything else contained in these Rules, the following Rules specifically apply in relation to the Retail Lots and to the extent of any inconsistency with any other rule, this Rule 59 shall take precedence in relation to the Retail Lots.
- 59.2 Notwithstanding Rule 11.1, a Proprietor or Occupier of a Retail Lot may install, maintain and operate on its Retail Lot any air-conditioning or heating unit to service to the Retail Lot which meets all regulatory standards and which when operating, does not damage, affect or interfere with the operation of the Common Property such that it becomes a nuisance or emits noise, vibrations or odours which interfere with the quiet use and enjoyment of other Lots.
- 59.3 A Proprietor or Occupier of a Retail Lot may move any article (including furniture and/or goods) in and out of the Retail Lots at any time. If the Proprietor or Occupier is required to move any article (including furniture and/or goods) through Common Property, then Rule 18 applies.
- 59.4 A Proprietor or Occupier of a Retail Lot must not make any Security Access Keys available to any customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of Proprietor or Occupier of a Retail Lot, unless the Proprietor or Occupier of the Retail Lot has express written permission from the Building Manager. The Building Manager or the Owners Corporation has the authority to immediately cancel any and all Security Access Keys if there is a breach of this Rule 59.4.
- 59.5 In addition to Rule 25, the Proprietor and Occupier of a Retail Lot must ensure that all waste which may arise out of the business or trade of the Retail Lot is disposed of in an appropriate manner, which may include without limitation:
- All cooking waste to be disposed of via a grease trap on the Retail Lot;
 - Excessive waste not to be dumped or placed in the waste area of the Common Property without the Building Manager's consent or supervision;
- 59.6 Notwithstanding Rule 34.1, a Proprietor or Occupier of a Retail Lot may erect or fix a sign or notice to the Retail Lot which is associated with the business carried out from that particular Retail Lot provided the Proprietor or Occupier has obtained:

- the necessary authority consents; and
 - the written consent of the Owners Corporation, such consent not to be unreasonably withheld.
- 59.7 Notwithstanding Rule 35, a Proprietor or Occupier of a Retail Lot may change any glazed portions of the Lot (or any Common Property adjacent to the Lot) to be tinted or otherwise treated to change the visual characteristics of the glazing subject to obtaining the written consent of the Owners Corporation, such consent not to be unreasonably withheld, and subject to satisfying any requirements of any relevant authority.
- 59.8 Notwithstanding Rule 36, a Proprietor or Occupier of a Retail Lot may paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their Retail Lot subject to obtaining the written consent of the Owners Corporation, such consent not to be unreasonably withheld and subject to satisfying any requirements of any relevant authority.
- 59.9 Notwithstanding Rule 37.2, a Proprietor or Occupier of a Retail Lot may without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 59.10 Notwithstanding Rule 37.10, a Proprietor or Occupier of a Retail Lot may install or operate or permit to be installed or operated any intruder alarm which emits an audible signal, but must insure that any such installation has a proper maintenance and attendance agreement in operation with a security service or any like organisation that monitors and attends to any alarms and can disable them expeditiously. In the absence of any such agreement, then the Proprietor or Occupier must obtain the Owners Corporations consent to the installation and operation of any alarm.
- 59.11 Notwithstanding Rule 47, the Proprietor or Occupier of a Retail Lot may carry on a trade or business from the relevant Lot, provided:
- (a) the planning scheme governing the use of that Retail Lot permits the trade or business to be carried on from that Retail Lot;
 - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
 - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 59.12 Notwithstanding Rules 50, 51, 52 and 53, no customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of a Retail Lot, is entitled to use the Swimming Pool Area, the Gymnasium, the Tennis Court or the Garden and Recreation Area or any other Common Property unless the Proprietor or Occupier of the Retail Lot has express written permission from the Building Manager. The Proprietor or the Occupier of a Retail Lot may only use these areas if Proprietor or the Occupier of a Retail Lot:
- can satisfy this Rule 59.12; and
 - can otherwise satisfy Rules 50, 51, 52 and 53; and

- the use is personal to the Proprietor or the Occupier of a Retail Lot.

60. Common Facilities

In relation to any common facilities not referred to in these Rules, a Proprietor or Occupier of a Lot must comply with the rules of use specified from time to time by the Owners Corporation, the Manager or the Building Manager.

Annexure 1 – Curtains, blinds or other window furnishings

1. Roller blackout blinds – PROFILE – chocolate; and or
2. Roller blinds – SKYVIEW – black bronze

Annexure 2 – Storage Area Specifications

CHAIN WIRE FENCES

A Generally:

Chain-wire fences and screens suitable for the location and use, and conforming with the relevant Standards. Unless otherwise indicated, chain mesh must be 2.5 mm diameter wire, with helical-wound and inter-woven wires forming continuous chain link mesh with top and bottom selvedge. Selvedges generally must be knuckled, and barbed for security applications.

Bottom of mesh must be securely fixed and parallel to the slope of the ground, and: 20 mm maximum above floor or ground in protected locations and 50 mm maximum from ground in external locations.

Provide nominal mesh size of: 50 mm generally.

B Wires:

Tension wires to support mesh at top, centre and bottom must be twin 4 mm helical-laid wire over 3.15 mm wire core, and must be standard galvanised for indoor locations (AS 2423).

C Posts:

Nominal size and maximum spacing of posts must comply with the relevant Standards (AS 1725).

Posts must be galvanised steel tubes fitted with matching galvanised end caps as follows:

- (a) Generally: 40 mm nominal diameter at 3 m centres.
- (b) · End and corner posts: 50 mm nominal diameter.
- (c) · Gate posts: 50 mm nominal diameter up to 3600 mm opening.
- (d) · Bracing stays at corner posts: 32 mm nominal diameter.
- (e) · Gate posts: 80 mm nominal diameter from 3600 to 6000 mm opening.
- (f) · Intermediate bracing stays (75 metre maximum spacing): 32 mm nominal diameter.

Provide connection flanges to adjacent masonry and concrete work.

D Footings / base connections:

Footings / base connections must comply with the relevant Standards (AS 1725).

In concrete: Bolt the post flange with masonry anchorages.

E Rails (Post and rail type barriers):

Rails must be of nominal size DN32 (light) in accordance with AS 1074. Attach to posts with galvanised bolted split fittings and purpose-made caps and brackets with rail apertures.



Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

WELCOME TO VOGUE APARTMENTS SOUTH YARRA

31 – 35 Malcolm Street, South Yarra, Victoria 3141

Vogue Apartments South Yarra has all the modern facilities needed for today's busy lifestyles. It consists of 505 apartments spread over 30 levels, including a heated indoor lap pool, steam room, sauna, tennis court and gymnasium. And we have building intranet – Icondo Apps running in the building that all residents must register to the apps and can enjoy the benefit with booking the facilities, garage sales within residents and get the announcement from the management. (Please see the instruction attached to get registered).

The entrance to the resident's area is located on the corner of Chapel St and Malcolm St, South Yarra.

Owners Corporation X ("OCX") is the appointed Owners Corporation & Building Managers for Vogue OC1 and OC2 PS631823J and will provide you with the services of a Building Manager, a Building Manager's Assistant, a Facilities Manager and an Owners Corporation Manager.

Contact details are as follows:

Building Manager

Mr Peter Hoggett

M: 0488 789 321

Email: voguemanager@stellarfm.com.au

Building Management

M: 0488 789 321

Email: vogueconcierge@stellarfm.com.au

Owners Corporation Manager

Ms. Shweta Telang

M: 03 9112 1616 ext. 1012

Email:

shweta@ocx.com.au

Please note that although the structure of the building is insured, apartment owners must make their own enquiries on personal contents insurance and/or landlord insurance.

APM is happy to assist you with any queries you may have and hopes that you enjoy the lifestyle that Vogue Apartments brings to you in the heart of South Yarra

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Hours of operation for building management

Building management hours:

7 :00 am to 11:00 pm Mon - Friday

8 :30 am till 4:30 pm Sat - Sun & Public holidays

ITP security can be contacted for any after-hours emergencies on 0431 897 149.

Please note all call out fee of \$100.00 may apply.

Vacating or Moving into the Building

To ensure the move in or move out process is organized with minimal disruption to other residents and all furniture and fittings in the common area are protected against damage

A lift will be assigned for your use for the period that you have booked thru ICONDO.

- Parking options for removalist vehicle will only be available on the street of Malcolm Street.
- Entry point is the main entrance of 35 Malcolm St and the main entrance of 31 Malcolm.
- All ll furniture and fittings in the common areas can not block any doors and must not leaning to the wall.
- Disposal of card boxes need to be flattened and cut to the size of no more than 1m2.

Residents will be responsible for damage to the common property resulting from a move in or out of the building. In the event that damage occurs a charge will be incurred.

NOTICE

To secure a lift, you need to do it thru Icondo. You cannot book a time for the lift for more than 1 (one) period. You can book for another period when the period that has booked is finished.

LIFT COVERS

Lift covers will always available on the goods lift to protect the lift.

BOOKING A LIFT

Please book a lift thru ICONDO and select the facilities with the period that is suitable for you.

Mon - Friday – 8:00 to 4:30 pm and after 6:30 pm till 10:00 pm **Sat - Sun and**

Public holidays – 8:30 am to 4:30 pm and after 6:30 pm till 10.00 pm.

FOB/KEY ORDER

<https://www.ocx.com.au/order-key-fob-remote>



UTILITIES

ELECTRICITY

VOGUE APARTMENT building has an embedded network via WIN Energy.

WIN Energy Tel: 1300 791 970

South east water Tel: 131 851

Stonington City council

(For all waste and hard Rubbish enquires)

Tel: Service Centre: 03 8290 1333

General Fax: 03 9521 2255

After Hours: 03 8290 1333

Graffiti Hotline: 1800 067 072

Wynn's locksmith

(Authorised locksmith for the building) Tel: 03 9495 1122

WATER

The water supplier for Vogue Apartments is South East Water. Please contact South East Water on Tel: **131 851** to notify them of change of ownership.

GAS

The gas for the stove in your apartment will be paid for by the Owners Corporation No.2 and charged to the apartment owner as part of your Owners Corporation fees.

TELEPHONE/INTERNET/PAY TV

If you are interested in installing a landline telephone, internet or pay TV in your apartment, the following contact details may be of use to you:

Telstra : 1800 331 286

Optus : 1800 780 219

TPG : 131 423

Spirit : 1300 007 001

Foxtel : 1300 785 622

Your apartment is set up for internet, telephone and pay TV

WASTE DISPOSAL

It is essential that all residents and guest respect and comply with the building waste disposal and recycling policies and systems. When engaging private cleaners or contractors, please ensure that they are instructed on the correct use of the waste services in the building.

The following conditions apply to the use of the waste chute and re-cycling systems.

On each level a waste/rubbish chute room is located in the common area corridor.



When using the waste chute please ensure that all waste is securely contained in appropriate garbage bags and tied.

The following items must NOT be disposed of via the waste chute:

- Cardboard boxes including pizza cartons
- Newspapers and Magazines
- Glass & plastic bottles and broken glass
- Liquid of any description
- Electrical items: phones, DVD, TV, Computers
- Metal or any form hard rubbish, Old clothing or bedding items or wooden items.

Pet waste and kitty litter MUST be double bagged before placing in the chute.

Note: forcing oversize items, folded cardboard and long metal objects cause blockages within the waste duct system. **These blockages are not only of a great inconvenience, they are very labour intensive to clear thus costly to the owner's corporation. Any person found to misuse the waste chute system will be responsible for all cost associated to have it cleared.**

All recycling items are to be placed in the black plastic recycling tubs provided on each floor. These tubs are marked and located in each levels waste disposal chute room. There is one tub for newspapers and paper and one for comingle bottles and cans.

Oversized cardboard and moving boxes must be taken to the waste/recycling room located on the ground floor. If front desk is unattended, please call building management to assist you. Building management hours:

7 am till 6.30 Pm Mon- Friday (security on site from 6.30 pm till midnight).

8 am till 4.30 Pm Sat- Sun & Public holidays (security is on site from 4.30 pm till 1.00 Am).

Residential Car Park

Residents with a car park will receive access to it via Chapel Street. One car park will have one swipe card access and two car parks will have two swipe card access. Residents parking illegally get tow away.

If you find your car park being used illegally, please contact:

ANYTIME TOWING SERVICE PTY LTD

33 Titan Drive, Carrum Downs. VIC 3201

Phone: 0409 982 860

Email: towaway@anytimetowing.com.au

Recreational Arrears

A Proprietor or Occupier of a Lot must observe the rules in relation to use of all recreational areas in the complex and ensure that any invitees of the Proprietor or Occupier of a Lot use these areas in accordance with the following rules:

Swimming Pool, Spa, Steam Room & Sauna Area (“Swimming Pool Area”)

- Children under the age of 14 years must be supervised by an adult at all times;
- Glass objects, drinking glasses and sharp objects are not permitted;
- Alcohol and food are not permitted;
- guests must be accompanied at all times by a person who occupies or is in possession of a Lot that is a member of the Owners Corporation occupier under a lease or licence agreement);
- **All users must shower before entering the swimming pool or the spa;** Jumping, diving, running, ball games, noisy or hazardous activities are not permitted;
- Hours of use of the Swimming Pool Area are Monday to Sunday 6:00am to 10:00pm.
- **All users of the Swimming Pool Area must dry off before leaving the Swimming Pool Area;**
- Footwear must be worn to and from the Swimming Pool Area;
- Appropriate attire must be worn at all times.
- All users of the Swimming Pool Area do so at their own risk.
- **No loud music in the Swimming Pool Area.**

Gymnasium

- Glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium
- Alcohol and food are not permitted in the Gymnasium
- A person under the age of sixteen (16) years must be accompanied by an adult at all times
- All users of the Gymnasium must carry a towel and wipe down equipment after use;
- Hours of use of the Gymnasium are Monday to Sunday 6:00am to 10:00pm
- Suitable footwear must be worn to and from the Gymnasium and, while in the Gymnasium, socks and appropriate sport shoes are to be worn at all times
- Suitable clothing (excluding swimwear) is to be worn while in the Gymnasium
- All users of the Gymnasium must turn off all lights when last to leave;
- Users of the gymnasium must be professionally inducted on the equipment prior to using the Gymnasium
- All users of the Gymnasium do so at their own risk
- No music audibles to other users of the Gym, other than that provided by the Owners Corporation, is allowed in the Gymnasium
- If coming from the Swimming Pool Area, all users must dry off completely before entering the Gymnasium

Tennis Court

The tennis court (“the Tennis Court”) must be booked through Icondo.

- Glass objects, drinking glasses and sharp objects are not permitted on the Tennis Court.
- Alcohol and food are not permitted on the Tennis Court.
- A person who is under the age of sixteen (16) years must be accompanied by an adult
- No loud music is permitted on the Tennis Court.
- Hours of use of the Tennis Court are Monday to Sunday 6:00am to 10:00pm

- Suitable footwear must be worn to and from the Tennis Court and, while on the Tennis Court, appropriate footwear is to be worn at all times.
- If coming from the Swimming Pool, dry off completely before entering the Tennis Court.
- Suitable clothing (excluding swimwear) is to be worn while on the Tennis Court.
- The Tennis Court is only to be used for tennis.
- The duration of use may be limited by the Manager from time to time.
- All users of the Tennis Court do so at their own risk.
- Any other Rules approved by the Owners Corporation from time to time.

Garden BBQ Area & Recreation Garden

The Garden BBQ Area & Recreation Garden ("Garden and Recreation Area") may only be used between the hours of 7.30am and 10.00pm on Monday to Friday and between the hours of 8.30am to 10.00pm on Saturday and Sunday.

A Proprietor or Occupier of a Lot or their visitor/guest must be in appropriate attire and footwear at all times in the Garden and Recreation Area.

Any persons under the age of 16 (sixteen) must be accompanied by an adult at all times whilst in the Garden and Recreation Area.

Users of the Garden and Recreation Area do so at their own risk.

The following items are not permitted in the Garden and Recreation Area:

- (a) Alcohol
- (b) Smoking
- (c) Pets
- (d) Amplified music
- (e) Glass objects
- (f) Drinking glasses
- (g) Sharp objects

Private BBQ's are not permitted in the Garden and Recreation Area.

The BBQ and the BBQ area must be properly cleaned by the user once finished.

All rubbish must be removed from the Garden and Recreation Area by the Proprietor or Owner.

Use of the BBQ must be booked through Icondo at all times prior to use. The duration of use may be limited by the management from time to time. A limit of 1 hour is allowed to cook the food. If no one else has booked this area, then you can keep using it until the next booking comes. **After each use the BBQ plate must be thoroughly cleaned.** If the management finds that you have failed to clean up the BBQ plate and the area, we will not allow you to use the facilities again.

Smoking

Please note that Vogue Apartments is a SMOKE FREE environment. Smoking is prohibited in all common areas of the building.

Animals/Pets

An apartment owner or occupier may own a pet and must comply with the Domestic Animals Act 1984 (Vic). They are responsible to take all the necessary steps to ensure that any animal belonging to them or in his/her control does not cause a nuisance. Vogue Special No. 18 (a) to (i) must be complied with and a "Pet Register Form" must be completed together with a photo of your pet and provided to the Building Manager.

Residents must ensure that their pets are controlled at all times and on a lead or carried whilst on common property. If the animal defecates or urinates in the common area it should be cleaned up by the owner and deodorized immediately. All OC costs for steam cleaning or general cleaning of floors/carpet will be passed onto the owner or tenant Cat and dog litter must be DOUBLE BAGGED and TIED SECURELY before being placed in the rubbish chute.

Noise Disturbances

Noise from any radio, television, theatre sound system, musical instrument or similar device or any other noise which may be unreasonably obtrusive to any other resident or guest must not be audible outside the resident's apartment.

Noise restrictions from music or other appliances apply on **Monday to Friday from 10.00pm to 8.00am** and **on the weekends from 11:00pm to 8:00am the following morning**. Noise restrictions from machinery hammer or jack hammers in a lot apply on **Monday to Friday between the hours of 5.00pm to 8.00am and banned on the weekends**.

Emergency Procedures

Vogue Apartments South Yarra has been fitted with an automatic fire sprinkler and smoke detection system that is monitored by the Melbourne Fire Brigade (MFB). You will find on each level fire extinguishers mounted within the lift lobbies. All corridors have smoke detectors installed to ensure early detection of a fire. All apartments have smoke detectors installed however these are **NOT** monitored by the fire brigade. For safety please ensure your balcony is kept clear of ignition sources.

The emergency evacuation plan is displayed on each level in/or next to the rubbish chute rooms above the chute door.

Please familiarize yourself with the emergency evacuation plans and the exit points and assembly areas. Vogue Apartments Emergency Assembly point are,

- **Primary Assembly Point**- Como Centre green forecourt (south of Vogue Plaza)
- **Secondary Assembly Point**- Corner of Chapel Street & Forrest Hill (opposite Vogue Plaza)

If there is an emergency the first sound you will hear will be the "alert tone". It has a "beep beep" sound and will last for approximately 1 minute.

The second sound will be the “evacuation tone”. It has a “whoop whoop” sound. This means to proceed immediately to the exit points, walk down the stairwell out of the building and go to the designated assembly areas. Please remember the following:

- **DO NOT USE THE LIFTS**
- **Do not take any personal belongings with you.**
- **Remain at the assembly areas and ensure everybody is accounted for.**
- **You must not re-enter any floors of the apartment once the evacuation is in progress.**
- **Do not re-enter the building until the “all clear” has been given.**
- **Do not hassle building managers during an evacuation process**

The “all clear” to return will be given by the Officer in Charge of the attending emergency services.

If any person is requiring assistance down the stairs in the event of an emergency, please make your self-known to the attending officers.

Smoke detectors are sensitive to dust and other similar particles. Make sure your apartment door is shut if you undertake any dusty work in your apartment. **At no time should smoke or dust from your apartment i.e. burnt toast/food etc. be allowed to access the floor passageway as this may cause the smoke detectors to activate. If this occurs please open your balcony doors or windows and not your apartment door.** Should a resident accidentally set off a fire alarm; all cost will be the responsibility of the occupier. Please note 3 fire appliances (trucks) will attend any alarm at an approximate cost of \$2,500 per appliance (truck).

WINDOW COVERINGS

The following window covering has been chosen for the VOGUE APARTMENT building:

- (1) Roller block out blinds- Profile- Chocolate
- (2) Roller blinds- sky view- black bronze

Note: Venetian or vertical blinds are not permitted.

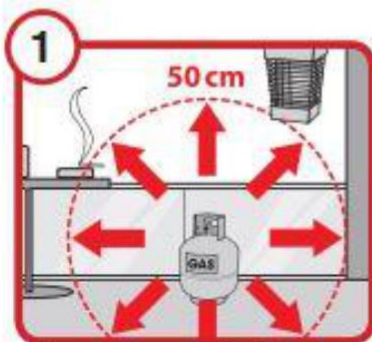
Any window coverings installed MUST be to the above colour. If you are not certain if the type/colour of your proposed window coverings match the above colour, please forward a sample to us at voguemanager@stellarfm.com.au



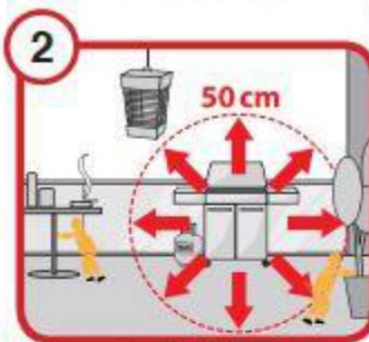
FIRE SAFETY ON BALCONIES

Important safety advice from the Metropolitan Fire Brigade (MFB) to help reduce the risk of fires starting and spreading from balconies to exterior walls and adjoining apartments.

Please take the following actions immediately to ensure your safety and prevent property damage.



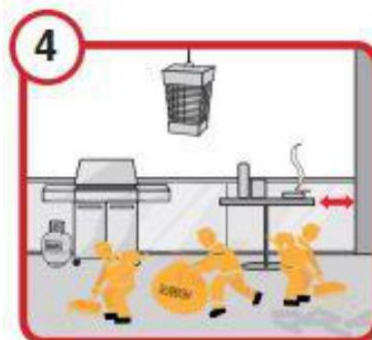
Always store gas bottles outside, upright and away from sources of heat.



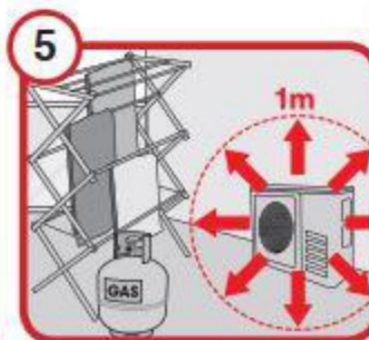
When using a barbeque maintain a safe distance of 50 cm from exterior walls, anything else that could burn, as well as any electrical ignition sources.



Smokers should use heavy, high-sided ashtrays (made of glass, ceramic or metal) to prevent them tipping over. Always fully extinguish cigarettes.



Remove rubbish, clutter and flammable items from balconies and keep furniture away from exterior walls.



Keep goods, materials and clothes a safe distance of 1 metre clear of air conditioner units



Keep a dry powder fire extinguisher easily accessible. Use only in case of a small fire and if you feel physically and mentally able.

For further information on fire safety, MFB's Home Fire Safety booklet (accessible in English and 21 other languages) is available at: www.mfb.vic.gov.au

For further information on gas safety, visit the Energy Safe Victoria website at: www.esv.vic.gov.au

For Translating and Interpreting Service, contact 13 14 50.

In case of a fire, call 000 (triple zero)



Lorimer Business Park
Unit 6, 11 Sabre Drive
Port Melbourne VIC 3207
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Facsimile: 03 9681 8898
Email: enquiries@expertsecurity.com.au
ACN: 072 624 321 **ABN:** 91 072 624 321



Vogue Apartments

Operating Instructions for the Bticino Audio Intercom System



Entry Panel

Entrance Panel

To call an apartment from an entry panel
- dial the apartment number then the bell
key to call

Your visitors can call your apartment from a call panel located at the building entrance. When called, the system will transmit an electronic tone to your apartment audio intercom handset.

Lift Release Button

You may answer the call by lifting the handset. To grant your visitor/s access into the building, press the **DOOR RELEASE BUTTON** (button with key symbol). This function will unlock the entry door for approx 5 seconds. To grant your visitors access to your apartment level via the lift car/s press the lift release button. This function will de-secure the lift car/s floor select button for approx 90 seconds.



Door Release button

Audio Handset
344212

The use of BBQ

- The BBQ must be booked in advance to use thru Icondo
- All tenants are entitled to use the BBQ for a 1.5 hour per period.

During the use

- Tenants must not allow other tenants to use or share whilst using the BBQ and **maximum only for 5 people**. (no parties or events)
- BBQ plate cover must not be kept on plastic grass.
- **No glass bottles** are allowed, **no alcohol** and please use plastic cups to drink.
- All tenants must thoroughly clean the BBQ plate and the area.
- Tenants who fail to clean up the area including the BBQ will be banned from using it again.
- After usage, the responsible tenant must report to the building management.

All tenants are abided by the above set of rules when they use the BBQ.

Vogue Apartment Building Management

0488 789 321

ATTENTION ALL RESIDENTS

Please be mindful of what you throw into the bin chute. **NEED TO USE PLASTIC BAG.**

If something is longer and/or wider than the chute door chances are it will cause a
blockage



- Standard household rubbish (food scraps/packaging, sanitary waste, etc.)
- Pet waste (double bagged)



- Appliances
- Clothing
- Bedding
- Coat hangers
- Furniture
- Other hard rubbish

Disposing of hard rubbish is the responsibility of the resident. You can arrange a pickup of unwanted items by contacting 1800 GOT JUNK. If items are in useable condition contact Diabetes Australia on 9923 8400 to donate and they will pick up the items free of charge.

Please note that we are using CCTV to monitor the situation.
Dumping of hard rubbish is strictly prohibited and anyone caught
will face legal proceedings.

Thanking you in advance for your cooperation.

Register yourself to iCondo @ VOGUE South Yarra

STEP 1

All residents **must read and agree to Building Rules** via this QR Code before the Management will approve your application.



STEP 2

download iCondo app

available on the apple app store & google play store



STEP 3

create an account

fill in your particulars, email and handphone number

STEP 4

tell us where you live

choose **Vogue Apartments** and enter your block (**31 or 35**), and unit number

STEP 5

tenant or owner?

if you are a tenant, kindly attach your tenancy agreement
(with your name, unit number and lease expiry date)

STEP 6

submit!

then ... it's off to the management team for approval
the iCondo app will send you a notification once your registration has been approved

COMMITTEE OF MANAGEMENT MEETING MINUTES

Owners Corporation PS 631823J OC1 & OC2 - Vogue Apartments
23 - 35 Malcolm Street South Yarra VIC 3141

1. MEETING DETAILS OC1 & OC2

Date	09 December 2024
Time	5:15 PM
Venue	Residents Lounge, Vogue Apartments

2. MEETING ATTENDANCE OC1 & OC2

Committee members present	Alexis Lambis (OC1 & OC2) Bonita Ling (OC1 & OC2) Hector Lewis (OC1 & OC2) via proxy to Alexis Lambis Kerry Pearson (OC1 & OC2)
Proxies	A member of the committee who is a lot owner may appoint a proxy for the purpose of the meeting.
Apologies	Lauren Pascale JLL (OC1) Philip Klejn (OC1 & OC2) Rodney Teague (OC1 & OC2)
Non-Members present	Adam Holovics - OCX Oki Sanjaya - SFM

Quorum present	OC1 With 4 of 7 members present, a quorum was achieved and all decisions are binding on the Owners Corporations. OC2 With 4 of 6 members present, a quorum was achieved and all decisions are binding on the Owners Corporations.
Meeting Chair	Adam Holovics - OCX
Minute Taker	Adam Holovics - OCX
Votes	NOTE: The word ' RESOLVED ', where used in the committee meeting minutes means agreement without dissent or agreement by a majority vote.
Meeting guidelines	RESOLVED: that the following guidelines be adopted: 1. The objective of the meeting is to make decisions on the proposed motions, and all participants should practice a problem-solving mindset rather than a confrontational approach. 2. The attendees will practice respectful and constructive communication, listen to each other, avoid personal attacks, use offensive language, and will not talk over each other. 3. Each party accepts that they will be given the opportunity to present their case with an equal amount of time allowance. 4. The attendees agree to follow the agenda items in order.

3. MINUTES OF THE PREVIOUS MEETING OC1 & OC2

Changes Required	To be noted at the meeting
RESOLVED	The minutes of the Committee Meetings held on 23 October 2024 and 27 November 2024 be accepted into the records of the Owners Corporation.

Bonita asked to clarify that she objected to the resolution for change in FM providers at the meeting on 27 November 2024.

4. PENDING COMMITTEE APPROVAL OC1

Agenda item	Trello card	Update
Smoke from 670 Chapel St Restaurants	https://trello.com/c/69i3wCjM	Lauren to provide an update on what's happening with this issue as the fumes are causing a nuisance to the residents above the retail tenancies and discoloration of the pain on CP1. RESOLVED: That the Owners Corporation to issue a notice to repair to lot S2 to undertake works on the commercial exhaust fan.
Clean Glass canopies on Chapel & River St	https://trello.com/c/WPQ0eCeJ	It is proposed that the glass canopies be cleaned. It was discussed that the cost is very significant and will outweigh the value the owners will derive from undertaking cleaning work. RESOLVED: that the Owners Corporation will not proceed with either of the options.
Insurance broker tender	https://trello.com/c/X4BUdzQf	The committee discussed changing insurance brokers. It was discussed that there are two key components of potential value add in changing brokers. One is the cost of the broker's service (broker fee & insurance commission) and the other is negotiating the best terms with the insurers for the OC's benefit. RESOLVED: The members agreed that OCX should seek an apples-for-apples comparison on the broker's cost component, and unless the difference is very significant, there may be no value in changing insurers given that the policies are complex and PACE have extensive knowledge of the details after having managed it for years (refer to the preliminary proposals received from the brokers who were approached for quoting) and that they are best placed to negotiate the best terms.
Moray & Agnew (Cladding Recovery) LU SIMON	https://trello.com/c/9hwOipJD	RESOLVED: 1. Adam will add up the total cost of the M&A legal service and collate all advice provided on the matter; 2. Adam to send the information to Alexis who could seek a second opinion, whether the OC has

- an opportunity to escalate the matter with the Law Council of Australia.
3. That M&A be invited to present their findings to the committee at the end of January and to prepare a simplified 3-paragraph report of the outcome of their investigation that we can pass on to the lot owners via the minutes of the next committee meeting or AGM.

5. PENDING COMMITTEE APPROVAL OC2

Agenda item	Trello card	Update
3005 - Request for Approval to Install No-Drill Door Camera on Fire Door	https://trello.com/c/MfND29uB	RESOLVED: that the request be rejected on the following basis: that the OC is in the process of rolling out additional safety measures as detailed in the letter dated 01 November 2024, that there are already cameras in the elevators, that the doorbell noise will cause a nuisance to other residents on the floor and that residents on the level expressed their concern about their privacy being invaded due to another resident recording them.
Move bike racks	https://trello.com/c/iLUm3H0b	Total Known Costs (as of today): ~\$17,000 + GST Costs Not Yet Determined: Metal Grate/Cover for Spoon Drain, Additional Cameras (2 units), Floor Treatment (painting or alternative finish), Labor for Bike Rack Removal and Reinstallation. RESOLVED: 1. That the plan to move racks to the mechanical ventilation room be abandoned due to the excessive cost. 2. That bike racks near the lift on three locations will be removed. 3. A notice will placed on the bikes asking their owners to move the bikes to the racks along the long wall (at the inspection after the meeting, there were at least 20 available spots) 4. That SFM will continue with the bike audit as several bikes had no blue tags.

6. FUTURE MEETING DATES OC1 & OC2

Meeting	Date and time	Venue
Financial Review Committee Meeting	Thursday, 19 December 2024 1:00 PM Adam to resend the invite.	The Residents Lounge
Committee Meeting	TBC	The Residents Lounge
AGM	Wednesday, 12 February 5:30 PM	The Residents Lounge

7. NEW BUSINESS

Agenda item	Details	Responsibility
Comments from Oki	- Oki is happy for Michael to continue working directly with the Owners Corporation. The committee can reach out to Micheal if they still require his assistance. - Michael has been and will continue to be maintaining a paper-based diary on works completed and will not be utilizing the online register approved by the committee. The members can inspect this at the BM's office. - Oki thanked the committee for their trust and support and noted that they did their best and managed to resolve some significant issues and that they wish the best of luck to the new provider. If the committee needs help in the future with FM matters they would be happy to assist.	N/a

8. ONGOING MAINTENANCE & REQUESTS OC1 & OC2

Agenda item	Trello card	Responsible	Update for the meeting
William Roberts Lawyers (Cladding Class Action)	https://trello.com/c/LbrlVuTS	Adam Holovics	The trial on common issues, overseen by Justice Anderson, ran from 26 August to 3 October 2024. Judgment is reserved, with the court estimating a timeframe of three to six months for a decision, though it may take longer due to the case's complexity. We are currently waiting for Justice Anderson's judgment.
Investigate Maret Rooftop Antennas	https://trello.com/c/e4dZrftj	Adam Holovics	The committee is pushing for progress with Maret Infrastructure, which has yet to provide the necessary documentation. Adam is awaiting a response from Christopher regarding the legal clarification sought from Maret's solicitors. If Maret remains uncooperative, Adam wants to know how to escalate the issue. Philip has also expressed frustration over the delays and is looking for a timeline from Maret and their legal team.
Plan with costs to replace the Malcolm Street trees that are dying	https://trello.com/c/H2pWnlYT	Peter Hoggett	Max confirmed that a 2m replacement tree for Malcolm Street won't be available until February or March next year. Hector is asking if a purchase order is needed now to secure it. Adam is awaiting Peter's response regarding the plan and costs for replacing the dying trees. We're waiting for Peter to provide an update on the situation.
Intercom facia panel spares	https://trello.com/c/XrXu8Jdd	Peter Hoggett	Adam spoke with Casello about spare parts, which they will provide when available. On November 7. Justin was reminded to check on spares, and Hector requested measurements and material details for the panel. We're waiting for updates from Casello and Justin regarding the spare parts.
Water cost split between residential lots and S2	https://trello.com/c/Z9Qf4nXy	Peter Hoggett	Oki is to arrange access for the plumber to investigate water meters in S2 areas. Adam is awaiting updates from Oki regarding the progress of this access and any quotes from plumbers. Lauren needs to confirm if the shopping centre owner charges each tenancy separately and provide hydraulic drawings if available.
Cladding Corner Malcolm and River	https://trello.com/c/tAy3H2cU	Peter Hoggett	John is discussing the camera installation with Vogue, focusing on cabling and potential equipment needs due to the long run. Adam has asked Peter to respond to Hector's

Streets			query about the, as there's currently no coverage in vulnerable areas. We're waiting for Peter's response regarding Hector's question.
Install signage like "area under CCTV surveillance"	https://trello.com/c/i5pmvYRb	Peter Hoggett	Hector has requested the installation of permanent signs on level B3, ensuring they are at a uniform height. The team has already purchased 11 CCTV signs for the carpark and ramp entry/exit. Mike will place them in specific areas, while mock signs are temporarily up. Adam previously suggested adding signage about CCTV surveillance throughout the building, which has been approved by the committee. We're waiting for Mike to complete the installation.
Trello processes review	https://trello.com/c/xr1V1obS	Adam Holovics	Adam has outlined several projects needing champions, with Hector confirming his selection of 11 cards. Alexis and others are encouraged to take on additional projects. Bonnie, Philip, Kerry, and Rod have been suggested for specific tasks. The committee is awaiting confirmation from these members regarding their willingness to champion the listed projects.
SEW - Potential leak detected	https://trello.com/c/EqzbQ5ei	Peter Hoggett	Oki has reached out to BP Plumbing for a response regarding the leak detection work, as Priority Plumbing is unable to assist. Adam is awaiting updates from Oki on any developments with BP Plumbing.
Pool Tile Cleaning & Coating	https://trello.com/c/OxxYOq7z	Peter Hoggett	Michael has been instructed to address the missing silicon and grouting issues after the deep clean. The pool area will not be sealed due to minimal improvement and high cost. SFM will revert to monthly deep cleaning and explore alternative cleaning methods. We are waiting for Michael to complete his tasks, and Peter is monitoring the situation.
Remove access to all building unless inducted	https://trello.com/c/EfXUDw2j	Adam Holovics	Access to the building will be restricted for short-stay units with incident reports, allowing entry only to their apartments and the front door. The next step involves establishing the details of this action. The project has been approved, pending the OC committee's approval of the new building induction process.
Exposed Level 2 Step Rebar	https://trello.com/c/6uwqg3Tx	Peter Hoggett	Peter has added the remediation of exposed rebar on the stairs to level 2 to Michael's job list. Hector has provided a photo for reference. We're waiting for Michael to take

			action on this task.
Level 2 Astro Maintenance Test	https://trello.com/c/J1ESaKit	Peter Hoggett	Peter has scheduled work for the week of the 25th to 30th, pending weather conditions. Philip is checking if Michael has responded about the cleaning. Peter is still waiting for Michael's reply regarding the tennis court cleanup. Hector wants a test of turf brushing done and costs obtained if successful for committee review. We're waiting on Michael's response and costs from the turf test.
Repair sliding doors to sun deck	https://trello.com/c/OA3NMYVg	Peter Hoggett	Dorma is scheduled to reassess and repair the sliding door on Thursday, as it has dropped off its hanger. Peter is waiting for quotes from three contractors, with one already confirmed to make the door safe on November 28. Hector is following up on the third contractor's response. We are waiting for updates from Peter.
Dedicated signage and CCTV at the bike storage area	https://trello.com/c/yg8dZsyi	Peter Hoggett	Adam is following up with Oki and Peter regarding the installation of dedicated signage and CCTV at the bike storage area. The project has been approved, with SFM tasked to arrange signs and support for extra cameras, but not for TV screens. We're waiting for Peter to provide updates on this matter.
Install Guard Over the Steam Room Sensor	https://trello.com/c/QbsT9fKm	Peter Hoggett	Adam has highlighted overdue maintenance tasks set up by Hector, including installing a lock, repairing a door, and improving lighting. He's asking Peter to confirm his awareness of these items and provide updates on their progress. We're waiting for Peter's response regarding the status of these tasks.
Repair Level 2 Store Room Door	https://trello.com/c/HvVAxqiB	Peter Hoggett	Adam has highlighted several overdue maintenance tasks set up by Hector, including installing a lock, repairing a door, and improving lighting. He's asking Peter to confirm his awareness of these items and provide comments on the next steps. We're waiting for Peter's response to move forward with the maintenance actions.
Licence plate recognition	https://trello.com/c/OfIloYLI	Peter Hoggett	Waiting for Oki's feedback.
Brighter external lighting	https://trello.com/c/2icaKUGQ	Adam Holovics	Lighting installation is nearly complete, with three fittings pending due to space issues. Adam has flagged overdue maintenance tasks for Peter, including repairs and

			installations. Hector has approved the lighting replacement along Malcolm Street, pending committee inspection. We're waiting for Peter to confirm the status of the overdue items and any next steps regarding the lighting project.
CCTV Live and Playback Feed to Lobby Desk	https://trello.com/c/bBh1zPcr	Peter Hoggett	The concierge desk computer needs an upgrade for improved functionality. A quote from the installer is pending.
Fob access to and from the elevator lobby areas on B3	https://trello.com/c/gxaUiPw5	Peter Hoggett	Hector is asking if additional quotes have been received. Adam is following up with Peter about the project and seeking more quotes to ensure cost-effectiveness. We're waiting for Peter's input.
Alarm activation on emergency exit doors	https://trello.com/c/hMp83L0f	Peter Hoggett	There's been no progress on the alarm activation for emergency exit doors. Adam has asked Oki and Peter for updates, while Hector is seeking confirmation from Vogue on whether they're actioning this. The project to install alarms and possibly a notification system has been approved, but we're waiting for Oki and Peter to respond.
FOB Audit	https://trello.com/c/NPfrBKP1	Adam Holovics	Hector is asking why the fob audit hasn't been actioned yet. Adam confirmed the Committee's instructions from October 25, which include removing access for unused fobs and auditing car park access. Peter is responsible for booking the audit, while SFM will handle the immediate removal of access. We're waiting on Peter to confirm when the audit will take place.
Window Seals Replacement Facade	https://trello.com/c/38UEJOtZ	Peter Hoggett	Adam confirmed that they are awaiting further information from the FM team regarding window seal leaks at the Vogue building. The focus is on identifying patterns to develop a cost-effective remediation strategy. We are waiting for updates from the FM team and responses from Peter and William.
AC-GOULDING - Issues identified	https://trello.com/c/N1rDIUoM	Peter Hoggett	The fire panel is scheduled for reprogramming on 14 November, with ACES ready to investigate the Pool AHU issue once the panel is fully commissioned. Oki confirmed that the FIP was commissioned on 29 October. We are currently waiting for Equans to complete their work and for ACES to address the outstanding issues.

Lot 430 Grievance process / debt recovery	https://trello.com/c/MbLr5DIF	Adam Holovics	Renee has provided an update regarding the arrears case. The lot owners must submit a detailed list of claims by 22 November 2024, while the Owners Corporation (OC) needs to file its defence by 20 December 2024. A hearing is scheduled for 18 March 2025. Renee will review the lot owners' claims and advise on costs for drafting the defence.
Create Handyman Activity Register	https://trello.com/c/YGvZJTP	Adam Holovics	Adam has set up a folder with a Daily Work Planner for the handyman to use. The Building Manager will print this planner daily, and the handyman will update a Google Sheet at the end of their shift. Hector suggested including specific columns in the sheet to track activities and materials. We're waiting for feedback from Peter on the implementation process.
Minor action items for Lauren	https://trello.com/c/qBjxFzSg	Adam Holovics	Lauren is seeking the specific paint colour for graffiti removal at the B2 parking entrance, which has proven resistant to cleaning. Hector suspects it might be a yellow/lime green shade matching the B1 parking lot. Peter is looking into past agreements for reference. We are waiting for Peter to provide the necessary information on the paint colour.
Coles Trolley Removal on River Street	https://trello.com/c/PI6Dcqyk	Peter Hoggett	Hector has reported the trolley through Snap/Send/Solve and is questioning why it hasn't been collected despite previous requests. Peter has also contacted Coles, but there's been no response. We're waiting for a follow-up from the Coles trolley collection team.
Cladding Rectification Works	https://trello.com/c/3S9P0R8S	Adam Holovics	Please refer to the enclosed A14 progress report.
Special Resolution - Vogue Smoke Infiltration Project	https://trello.com/c/Sj8ajyr1	Adam Holovics	Hector is inquiring about the status of unresolved items regarding staff smoking at 670 Chapel St. Lauren will discuss this with employees seen smoking near no-smoking signs. Philip is waiting for William to provide a quote for a new cigarette bin. We are awaiting updates from Peter.
Gym Equipment Maintenance	https://trello.com/c/4fIR7Xth	Peter Hoggett	New fans have been installed, and the A/C is working after checks. A new slide cover is fitted, and the screen has been repaired. Mike has tightened everything and reattached missing screws. We're still waiting on new rubber from Gymbiz to replace the catch plate

			and mats. Adam is looking for updates from Peter regarding the outstanding items.
Water leak into unit M106	https://trello.com/c/7VYSCB9g	Adam Holovics	A quote is being organised to seal the Pool Pump room. Adam is awaiting an estimate from Peter for the internal repair costs. We are waiting for Peter's response regarding the repair costs and any further updates on the situation.
New signage in the pool area	https://trello.com/c/tlpTAjLF	Peter Hoggett	Adam is checking in on the progress of new signage for the pool area, which was agreed to be installed three weeks ago. Hector is seeking an update and timeline from Vogue Manager, who has been liaising with Signwave about the notices. We are waiting for a response from Vogue Manager regarding the current status of the signage installation.
Level 2 Sundeck Light Repair	https://trello.com/c/bwU0xB4T	Peter Hoggett	Adam is checking for updates on progress, while Hector has raised concerns about securing sun loungers during windy weather. We're waiting for Peter's response to address these issues.
Replace Common Area Bins	https://trello.com/c/hLR9wgfo	Peter Hoggett	Adam is checking for updates on progress, while Hector has requested quotes for bin replacements that match the style of those on Common Green.
Improving/replacing the B3 carpark sensors	https://trello.com/c/WQivK7cc	Peter Hoggett	The B3 car park lighting sensor investigation is ongoing. A two-week trial has started after disconnecting one sensor to test if CBUS can manage the lighting. Adam is awaiting an ETA from Peter regarding the sensor adjustments and remote control procurement. The electrician has been engaged to find the necessary equipment.
Better lighting/flood light motion sensors at car park entries	https://trello.com/c/VSciYTPo	Peter Hoggett	Hector has approved the lighting options for the BBQ area and is aligned with the fridge choice. Oki will price the selected lights and is meeting with the electrician to discuss further details, including flood lighting for the car park entrance. There's a need to clarify any misunderstandings about B3 lighting requirements. We're waiting for updates from Oki regarding pricing and project progress, as well as feedback from Philip.
Replacing the missing small brown tiles on the curved wall by the spa	https://trello.com/c/v537IN35	Peter Hoggett	Hector is asking Oki about options for the missing tiles at the spa, noting there are spare tiles in three colours. We're waiting on confirmation from Oki about tile availability.

Como - dogs off leash	https://trello.com/c/CH4GWwum	Adam Holovics	Bernadette suggested sending a letter to the CEO, Mayor, Como Ward Councillor, and Animal Control Officer regarding ongoing issues with dogs off-leash at Como Green. Jason noted increased noise from dog fights and unsupervised dogs affecting residents. Aaron is drafting the letter for review. We are waiting for Aaron to finalise the draft before it's sent out.
Shattered Glass Canopy Panel on Chapel Street	https://trello.com/c/ljzE4DQP	Peter Hoggett	Hector raised concerns about how lodging an insurance claim might affect premiums, especially with a history of small claims. Adam noted that a clean claims history could help secure better insurance conditions, but the impact on premiums will be clearer when quotes are sought early next year. Shamindra is waiting for direction on the costs for the shattered glass panel at the shopping centre entrance, while Peter is expected to provide updates on the replacement process.
River Street Tree Replacement Card 2	https://trello.com/c/LOBx2mEC	Peter Hoggett	A request has been made to Stonnington Council for the return of the metal surrounds, which are part of the property. Adam is waiting for Peter to address Hector's question regarding the tree replacement and the status of the metal grid installation. We need confirmation from Stonnington Council about when the grid will be returned or installed.
External window fault U519/35	https://trello.com/c/33u2YDEu	Peter Hoggett	Adam has asked Oki and the Peter to get further advice from the contractor about the risks of not repairing a window part and whether it affects other residents. He also wants a second quote, as the initial one is high. We're waiting for Oki to provide that contractor's feedback and for legal advice on whether the repair cost is an Owners Corporation or private expense.
Como Green - Car park Gate repair	https://trello.com/c/S2MIFukd	Adam Holovics	Adam has raised concerns about the committee's due diligence regarding roller door repairs, suggesting they seek formal legal advice due to the project's cost.
Outdoor Table Tennis Table	https://trello.com/c/lbAEeC7g	Peter Hoggett	Oki has ordered the Cornilleau table following Phil's approval and sent a pro-forma invoice to OCX for payment. The shipment is expected in February 2025. A gray top has been purchased.

Additional cameras	https://trello.com/c/2Qat4mZs	Peter Hoggett	SciBlue has finished commissioning the recent upgrade. After that, discussions will occur regarding additional external cameras, with a quote to follow. SFM will assess blind spots and camera needs once the new system is fully operational.
Resident visitor buzz in tracking	https://trello.com/c/5UzXcl1H	Peter Hoggett	Oki spoke with Peter from Expert Security about the old BtiCino intercom system. Peter will check if BtiCino can support the needed feature and its compatibility with the existing 2-wire setup. If it's feasible, they'll request pricing for implementation. We expect a response from Peter by 6 December.
Additional CCTV Camera Cnr Malcolm and River Streets	https://trello.com/c/lA2xBdFZ	Peter Hoggett	Same process as Additional Cameras item above.
Level 2 Noisy Louver	https://trello.com/c/P90nOjvi	Peter Hoggett	The investigation found a loose damper in the A/C duct causing noise. A contractor has been asked to provide a quote for repairs.
Lock and Make Safe the B3 Cellular Control Box	https://trello.com/c/5vCaLB89	Peter Hoggett	Adam asked Peter if the lock change and door securing have been completed. The handyman was assigned to the task. Adam also checked with Hector if Peter is aware of the instructions or if a reminder email is needed. We're waiting for Peter's confirmation on the completion of the task.
Investigate the Damage Sauna Clock (Missing class Cover)	https://trello.com/c/VvBtFaYC	Peter Hoggett	Adam has provided a link for the clock purchase and is waiting for Peter to pass on the details to the person responsible for replacing it. The individual who damaged the clock has agreed to buy a new one.
Grease Trap Replacement or Refurbishment	https://trello.com/c/gc2pLOFi	Peter Hoggett	Peter has been instructed to arrange a locksmith to change the barrel of the grease trap door, which has never been part of the building's locking system. He will confirm a date once he hears back from the locksmith.
Water Pumps On Level B3	https://trello.com/c/DhQiVR7D	Peter Hoggett	Repairs on the pumps have started and will take about four weeks due to some being rusted in. The cold water booster pump and above-ground stormwater pump are available, while two Lowara 1300 pumps and a below-ground stormwater pump are expected in 2-3 weeks. Project ETA is mid-December.

Smoke from 670 Chapel St Restaurants	https://trello.com/c/69i3wCjM	Adam Holovics	Adam has requested an update from Lauren regarding damage to common areas caused by smoke from Zeus. Hector noted that the ceiling and cladding outside Zeus are still smoke-covered. Jenny confirmed that exhaust works are complete, and cleaning will follow once a small section of cladding is done.
B3 Car park entrance cladding	https://trello.com/c/13LuhzjF	Peter Hoggett	Lauren has confirmed that the exhaust fan issues at Zeus have been resolved, and the centre management will ensure better maintenance moving forward. The Grilled store team is considering an exhaust system upgrade. Quotes for cleaning the discoloured cladding have been arranged, with completion expected by mid-December. The committee is waiting for Lauren to confirm when the issue will be fully resolved, including repairs and repainting of canopies.
Building Introduction Process	https://trello.com/c/lxVJjeEw	Adam Holovics	Hector is seeking updates on the implementation of the building introduction process. Adam has asked Oki to confirm if they can handle in-person inductions for new residents and whether this service will be included in current and future contracts. We are waiting for Oki's response to clarify these points.
TM108 Balcony Peeling & Sewerage Smell (Complaint)	https://trello.com/c/KvbBLqZq	Peter Hoggett	Stefan rescheduled ceiling repairs to December 9-13. Mike is set to repair the ceiling on December 2 and 5. There's an ongoing issue with a sewer smell; cleaners have been organised for the carpet and bin room. Peter is waiting for Stefan's response regarding a walkthrough for the repairs and smell issues.
ReturnIT - Victoria Container Deposit Scheme (VCDS)	https://trello.com/c/XavHC1Pn	Adam Holovics	Adam has contacted Greg multiple times about issues with the online account and delays in poster designs. Hector is awaiting updates on the recycling posters from ReturnIT. Mary has requested that a notice regarding proper waste management be pushed to iCondo. We are waiting for Greg's response regarding the account issues and poster designs.
Como Common Green cleanup	https://trello.com/c/qCUpFL2I	Adam Holovics	Adam is following up with Hector about the condition of the River Street stairwell, which has he reported to be deteriorating, including broken boards and tagged lights. Valda from the Como Green arranged repairs. We're waiting for Hector to confirm if the area

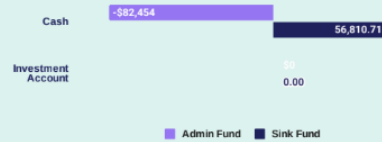
			has improved.
Recess Sauna Heater Closer to Wall	https://trello.com/c/2jk6WMFR	Peter Hoggett	The service tech confirmed the heater is designed for floor placement with clearance for heat circulation. Adjustments have been made to position it closer to the glass. Adam is following up with Peter regarding overdue maintenance items, including repairs and installations.
Lot S2 Loading Dock Presentation	https://trello.com/c/XUY9RdVy	Peter Hoggett	While Hector is overseas, Adam requested photos from Peter of the loading dock issues Hector highlighted (rubbish and debris).
Embedded Network Tender	https://trello.com/c/uOFqIScV	Adam Holovics	The tender submission period closed on 21/11, and a draft summary is expected before 06/12. Peter has completed an initial review, indicating positive results with significant gains for the Owners Corporation. Oki is coordinating with Peter to discuss the draft review later this week. We are waiting for feedback from Oki.
670 Chapel Glass Inspection	https://trello.com/c/5YQaBIZs	Peter Hoggett	The inspection for the curved glass is scheduled for Thursday 5/12, weather permitting. The boom has been removed, and the inspection will now be conducted using ropes. There are no changes to the variation cost.
Replace CCTV system	https://trello.com/c/F45bdLDn	Peter Hoggett	Sciblu installed the UPS on November 15, and switches are expected on November 20 to facilitate the camera transition from the old system. The server rack and UPS were delivered earlier in November. An invoice for the initial goods purchase has been processed.
Address sewage smell from drain in L2 disabled toilet	https://trello.com/c/CNDA2lc6	Peter Hoggett	Adam has asked Peter and Oki for an update on the project regarding the sewage smell issue. A one-way outlet has been fitted to the floor drain, and further options will be discussed with Oki. We're waiting for Peter and Oki to provide clarity on what else can be done about this matter.
Cladding damage caused by truck	https://trello.com/c/TNRM4QYX	Adam Holovics	Shamindra confirmed that Casello has begun removing the damaged cladding panels and expects to replace them tomorrow 4/12.

9. FINANCIALS OC1 & OC2

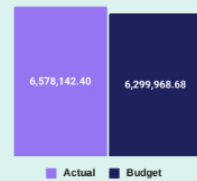
**Financial position
as of the end of
the last period
(30/11/2024)**

OWNERS CORPORATION PS631823J OC1

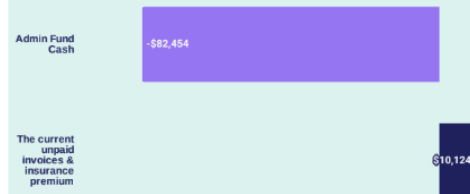
Total cash in the bank
(25,643.71)



Actual Expense vs Annual Budget



Cash for current unpaid invoices & insurance premium



How much can we spend on unbudgeted projects in this quarter?

How much money will the OC have at the end of next quarter

\$151,725

Recommended minimum bank balance to cover budgeted items and ongoing costs

\$51,133

The OC will have free cash \$100,592 on un-budgeted projects in the next quarter

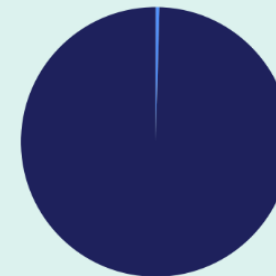
\$100,592

Levy in Arrears

Arrears as a percentage of annual budget

0.45%

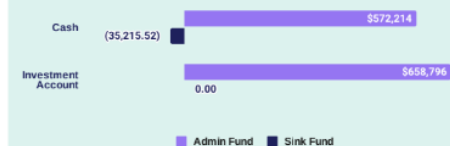
● Levies in Arrears ● Levies - normal



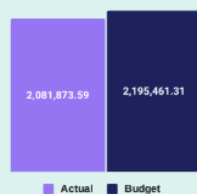
OWNERS CORPORATION PS631823J OC2

Total cash in the bank

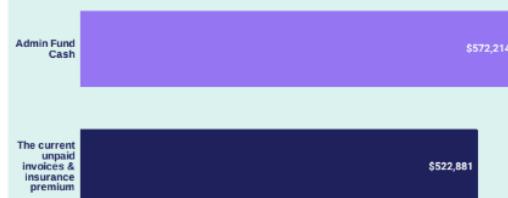
1,195,794.53



Actual Expense vs Annual Budget



Cash for current unpaid invoices & insurance premium



How much can we spend on unbudgeted projects in this quarter?

How much money will the OC have at the end of next quarter

\$684,094

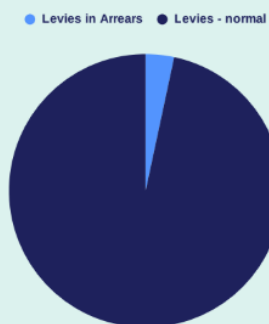
Recommended minimum bank balance to cover budgeted items and ongoing costs

\$603,752

Levy in Arrears

Arrears as a percentage of annual budget

3.35%



10. CLOSE OF MEETING

The meeting was closed:

6:15PM



Owners Corporation X Pty Ltd
Level 5/447 Collins Street,
Melbourne, VIC, 3000
www.ocx.com.au
03 9112 1616
ABN: 001329

Notice of owners corporation interim ordinary resolutions

Owners corporation plan number

PS631823J OC2

We attached the minutes of the meeting/result of ballot dated

4th March 2024

Notice of interim resolutions

As there was no quorum, then all decisions at the meeting held on 4th March 2024 are interim decisions.

These interim decisions will become decisions of the owners corporation if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision or if the decisions are confirmed at a later meeting.

What you must do

If you disagree with the result of the interim decision, you must petition the manager to call another meeting within 28 days of the meeting.

You can contact your chairperson/secretary/manager:

Address	Level 17, Tower 4/727 Collins Street, Docklands VIC 3008
Postal address (if different from above)	As above
Telephone number	03 9112 1616
Email address (if applicable)	info@ocx.com.au
Signed by Manager	

Minutes of the Annual General Meeting

Owners Corporation for Vogue Plan No. PS631823J OC1 and OC2

Meeting Date	04 Mar 2024		
Meeting Location	The Residents Lounge, 23-35 Malcolm St (670 Chapel St), South Yarra, VIC, 3141		
Time	05:30 PM	Opened: 5:30 PM	Closed: 8:10PM
Lots Represented	LOT	NAME	IN PERSON / PROXY
	S2	MTAA Superannuation Fund (Chapel St) Property Pty Ltd	Proxy via Hector Lewis
	1401	Palanivel Sunderalingam	Proxy via Junius Tjetje
	2808	Phyllis Gordon	Proxy via Philip Klejn
	1122	John Andrew Castle	Proxy via Hector Lewis
	54T	John Andrew Castle	Proxy via Hector Lewis
	820	Merhad Avini	Proxy via Roya Avini
	410	Kerry-Ann Pearson	In person
	70T	Nerrida Pohl	In person
	M417	Ian Glover	In person
	M511	Elizabeth Lower-Trengove	In person
	T101	Razvan Petrescu	In person
	311	Junius Tjetje	In person
	315	Mirjana Prahin	In person
	318	Riaan Oosthuizen	In person
	325	Ms Deborah Ann Rathjen & Mr David Keith Rathjen	Proxy via Razvan Petrescu

	329	Francis Supan	In person
	505	Zayne Andrew Worrell D'CRUS	Proxy via Razvan Petrescu
	516	Clifford Rip	In person
	525	Annie Mock	In person
	601	Carol Savage	In person
	603	Katrina Hill	In person
	608	Nerrida Pohl	In person
	615	Eung Park	In person
	707	Eleanor Popham	In person
	810	Elosia Schmid	In person
	817	Rongshao Zhan	In person
	906	Zhanyi Jin	In person
	913	Peixiong Jin	Proxy via Junius Tjetje
	914	Peixiong Jin	Proxy via Junius Tjetje
	1106	Lee Slow	In person
	1109	Carol Savage	In person
	1410	Feng ZHANG	Proxy via Junius Tjetje
	1412	So Ra Kim	In person
	1509	Benjamin Greaves	In person
	1708	Amy Perkin	In person
	1805	Hector Lewis	In person
	1810	Rodney Teague	In person
	1908	Peter Sullivan	In person
	2109	Choing Tiong	In person
	2201	John Hintum	In person
	2206	Bonita Ling	In person

	2302	Nerrida Pohl	In person
	2310	Susan Ronalson	In person
	2401	Sarah Fitzgerald	In person
	2402	Christie Chan	In person
	2405	Rina Papagerorgiou	In person
	2409	Chung-Wen Yang	In person
	2505	Zayne D'crus	In person
	2801	Philip Klejn	In person
	2818	Alexis Lambis	In person
	2902	John Tang	In person
	M411	William TH Bisset and Kaye R Bisset	Proxy via Meeting Manager
	71T	William TH Bisset and Kaye R Bisset	Proxy via Meeting Manager
	M317	Emma Mary Louise	In person
	66T	Emma Mary Louise	In person
	60T	Susan Ronalson	In person
Entitlement to Vote	NOTED: The following lots were not entitled to vote: OC1 2902, 2505, 2405, 1109,810,601 OC2 70T, 601, 1109, 2405, 2505		
Additional Attendees	Shweta Telang – OCX Adam Holovics – OCX Oki Sanjaya – Stellar FM Peter Hoggett – Stellar FM Geoff Hanz – Alpha 14 Fabienne Loncar – Moray & Agnew		
Chairperson	Adam Holovics was elected to chair the meeting		
Minute Taker	Shweta Telang was elected to take the minutes of the meeting		
Apologies	Lot M411 & 71T		

Quorum	OC1 - With the attendance of 56 of the 612 lots, 56.23% of lot entitlements were represented in person or by proxy, a quorum was achieved. All decisions are immediately binding upon the Owners Corporation. OC2 - With the attendance of 55 out of 611 lots 10.67% of lot entitlements were represented in person or by proxy, a quorum was not achieved. All decisions are interim resolutions.
Voting	NOTED: 'PASSED WITH SIMPLE MAJORITY' , where used in the meeting minutes means agreement without dissent.

Motion 1

CONFIRMATION OF PREVIOUS MINUTES

That the minutes of the Annual General Meeting held on 20/4/23 be accepted into the records of the Owners Corporation.

PASSED WITH SIMPLE MAJORITY

Motion 2

CONSIDERATION OF REPORTS

That the following reports be accepted.

- i. Committee Report – No report was tabled.
- ii. Manager's Report – The Owners Corporation X Managers Report is attached.
- iii. Report on Dispute Resolution – One complaint was lodged under Part 10 of the Owners Corporation Act 2006 which is still ongoing.
- iv. Penalty Interest Waived – \$18.84 for OC1 and \$610.93 for OC2 was waived last financial year.

PASSED WITH SIMPLE MAJORITY

Motion 3**CLADDING PROJECT - SPECIAL RESOLUTION**

NOTED: Alpha 14 advised that the building order has been extended and should be completed by June 2024. The City of Stonnington Council have agreed to extend it further, once they see the works have commenced. Alpha 14 further advised that if the Owners Corporation delays the Building Order any further, the local council will issue a show cause notice or revoke the occupancy permit.

The lawyer acting on behalf of the Owners Corporation has prepared the contract awaiting countersignature pending this resolution. As per the Subdivision Act 1988, the Owners Corporation cannot enter into the agreement until funds are available to proceed with the works.

Alpha 14 approached all contractors on the approved Cladding Safety Victoria contractor list along with others in the market of which 17 expressed their interest in quoting however that was later reduced to 12 due to availability. From these 12 contractors, 3 quotes were received as follows (excluding the additional permits, contingency and project management fees):

- Casello Cladding - \$5,680,140+GST
- Stosius & Staff - \$5,780,411.00+GST
- Proline Partitions - \$5,910,790.00+GST

Casello cladding was not only the most competitive quote and the only contractor to provide the unconditional bank guarantee in favour of the Owners Corporation for 5% of the contract sum and have also absorbed material price increase within their quote.

NOTED:

Refer to the following documents for information on the cladding project:

1. Cost Split Proposal 01/02/2024
https://docs.google.com/document/d/1uFwY_q387fx9Tjf7_xF6i4ci4nk4MQL2/edit?usp=sharing&ouid=118346134481882384462&rtpof=true&sd=true
2. Approval of the use of lot liabilities at the 05/02/2024 committee meeting (motion: Cladding funding & correspondence).
<https://docs.google.com/document/d/1dwP9Z4oJNK5COHb43NHRB.Jso6XtnFiKsa90w-LYb0q0/edit?usp=sharing>
3. Cladding Update 16/02/2024
https://docs.google.com/document/d/1fxMBq_RbuCOG6yK6eVm9miCewQr4KyVG/edit?usp=sharing&ouid=118346134481882384462&rtpof=true&sd=true

PROPOSED MOTION SPECIAL RESOLUTION:

1. After careful consideration in line with the tabled Cost Split Proposal document, OC1 approves the implementation of a single special levy based on OC1 lot liabilities to fund the cladding rectification project.
2. The Special Levy will be issued on 05/03/2024 with 28 days due date.
3. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount. The lot owners who are disqualified by paying after the due date will pay the special levy excluding the Pay on Time Discount as mentioned in the Cladding Update Letter.
4. That the OC will charge the standard 10% penalty interest on all outstanding levy arrears in the same manner as it is done for the annual administration and maintenance budgets.
5. The amount of the Special Levy (GST inclusive) to be raised is as follows:
Total project cost forecast \$6,633,660.00
Total Levy amount (with 20% Pay On Time Discount added) \$8,292,075.00

NOTED: for the levy calculations and indicative levy amounts for each lot within the OC please refer to the following document:

<https://docs.google.com/spreadsheets/d/1vq1sDwCKPMISFM7MjEZeNN9ejHGw1a4GqiN9Ubj9D0U/edit?usp=sharing>

PASSED WITH SIMPLE MAJORITY (NO OBJECTION)

1. After careful consideration in line with the tabled Cost Split Proposal document, OC1 approves the implementation of a single special levy based on OC1 lot liabilities to fund the cladding rectification project.
2. The Special Levy will be issued on 05/03/2024 with 28 days due date.
3. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount. The lot owners who are disqualified by paying after the due date will pay the special levy excluding the Pay on Time Discount as mentioned in the Cladding Update Letter.
4. That the OC will charge the standard 10% penalty interest on all outstanding levy arrears in the same manner as it is done for the annual administration and maintenance budgets.
5. The amount of the Special Levy (GST inclusive) to be raised is as follows:
Total project cost forecast \$6,633,660.00
Total Levy amount (with 20% Pay On Time Discount added) \$8,292,075.00

OWNERS CORPORATIONS ACT 2006 - SECT 24

Extraordinary fees and charges

- (1) An owners corporation may levy special fees and charges designed to cover extraordinary items of expenditure.
- (4) A special resolution is required when exercising a power under subsection (1) if the amount involved is more than twice the total amount of the current annual fees set under section 23.

Motion 4

FINANCIAL STATEMENTS

That:

1. the Financial Statements for the financial year ending 30/11/23 be accepted
2. the Financial Statements for the current financial year be audited as per s35 of the Owners Corporation Act 2006.

OWNERS CORPORATIONS ACT 2006 - SECT 35

Audit of financial statements of owners corporations

- v. A tier one owners corporation must, after the end of each financial year, cause its financial statements to be audited by a registered company auditor; or a firm of registered company auditors; or a person who is a member of CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand; and is authorised to conduct the audit by CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand.
- vi. A tier two owners corporation must, after the end of each financial year, cause its financial statements to be reviewed by an independent person.
- vii. A tier three, four or five owners corporation, at its annual general meeting, may resolve that its financial statements are to be audited in accordance with subsection (1) or reviewed by an independent person in accordance with subsection (2) after the end of the financial year.

PASSED WITH SIMPLE MAJORITY

Motion 5**OWNERS CORPORATION INSURANCE**

That the Owners Corporation Manager be authorised to reinsure the property at the expiration of the current policy.

UPDATE: The renewal terms were submitted after the AGM agenda was circulated and the Insurance Policy has been renewed for 12 months. The updated Certificate of Currency is attached to the minutes and the policy details are as follows:

Strata Insurance

The insurance cover currently in effect on behalf of Lot owners is as follows:

Broker:	Pace Insurance
Class of Policy:	Strata Residential and Commercial
Insurance excess:	\$5,000.00
Insured to:	28/2/25
Total Sum Insured:	\$428,120,000.00
Premium:	\$647,194.47

Owners are encouraged to take out their landlord's insurance, to ensure that items that are not covered by the Owners Corporation's insurance policy are covered (e.g. private property contents).

PASSED WITH SIMPLE MAJORITY**Motion 6****EXCESS & OWNERS LIABILITY**

That the excess payable on any insurance claim, and any other costs not met by the insurance company, be put as a debt to the lot or lots that has caused the claim to be lodged.

PASSED WITH SIMPLE MAJORITY**Motion 7****INSURANCE REPLACEMENT REPORT**

As the last valuation was completed in Oct 2022, it was resolved to defer in obtaining an insurance valuation report until the next AGM.

The Owners Corporation Act 2006 places an obligation upon the Owners Corporation to determine the replacement value of the building. To achieve this determination, Owners Corporation X recommends that a written insurance replacement report be obtained every 3 to 5 years and further that the Owners Corporation amends the current insurance to reflect the value and recommendations in the report.

An Insurance Replacement Report was completed on 6/10/22.

PASSED WITH SIMPLE MAJORITY

Motion 8

COST RECOVERY

That:

- i. The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2021 or the Rules of the Owners Corporation.
- ii. To authorise Owners Corporation X to engage a lawyer to issue proceedings for recovery of fees at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice and to commence proceedings in VCAT or Magistrates Court for recovery of those fees and proceed to execution of any orders made;
- iii. That any lot owner who fails to pay their Final Fee Notice shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to any VCAT and/or Court proceedings including, but not limited to, the costs of enforcement of any such orders obtained.
- iv. That the Owners Corporation may accept payment plan requests on a case-by-case basis, but only on the following conditions:
 1. 50% of the debt is to be paid within 7 days;
 2. The remaining debt is to be paid over 6 equal instalments on a monthly basis;
 3. All new levies issued are to be paid on or before the due date;
 4. All legal costs incurred to date by the Owners Corporation are to be paid by the lot owner;
 5. Penalty interest is still applicable;
 6. Breaching the plan will result in automatic legal proceedings.

PASSED WITH SIMPLE MAJORITY

Motion 9

OCCUPATIONAL HEALTH & SAFETY REPORT (OH&S)

That:

- i. The Owners Corporation has reviewed the safety of the workplace and agrees that there are not any hazards to its knowledge.

It is acknowledged that the Owners Corporation is the Person in Control of a Business Undertaking in regard to the common property for the purposes of Occupational Health & Safety Legislation. The Manager advises that the Owners Corporation may have an obligation to comply with the Occupational Health & Safety Act 2004.

Owners Corporation X cannot assess the obligations for reporting under the Occupational Health & Safety Legislation.

The Manager further advises that the Owners Corporation should engage a suitably qualified company to undertake an audit of the common property areas to determine if there is an obligation under the legislation and, if so, the appropriate manner in discharging the obligation.

There is no specified time frame or specified size on Occupational Health & Safety property inspections that are legislated, this is at the discretion of the building owner to ensure their building is safe and mitigate risk.

PASSED WITH SIMPLE MAJORITY

Motion 9B

OCCUPATIONAL HEALTH & SAFETY REPORT (OH&S)

Given that the Owners Corporation has a full-time Building Manager and cleaners onsite who monitor any potential OH&S hazards, it was resolved to proceed with option B of the agenda:

1. An Occupational Health & Safety report will be considered at the next annual general meeting.
2. The Owners Corporation shall continue to monitor the safety of the common areas and take all necessary action to maintain a safe environment.

PASSED WITH SIMPLE MAJORITY

Motion 10

PENALTY INTEREST

That:

- i. In accordance with section 29 of the Owners Corporations Act 2006, the Owners Corporation charges interest at the maximum rate allowable under the Penalty Interest Rates Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.
- ii. The Owners Corporation will apply interest on any amount payable by a lot owner to the Owners Corporation and not paid by the date due at the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).
- iii. That the Owners Corporation delegates the powers to the Owners Corporation Manager to waive any penalty interests for amounts not exceeding \$10.00.
- iv. That the Owners Corporation Committee may at its discretion consider waiving the penalty interest subject to the following condition being met:
 1. All fees are paid up to date except the penalty interest;
 2. The respective lot owner did not request the waiver of penalty interest in the preceding 12 months;
 3. The levies are paid within 7 days of the due date other than the period(s) in question.

PASSED WITH SIMPLE MAJORITY

Motion 11

ELECTION OF COMMITTEE

- i. **PROPOSED MOTION:** That the size of the committee be set at a maximum of 5 members.

VOTES (EACH OPTION COULD RECEIVE A MAXIMUM OF 100% BASED ON TOTAL LOT ENTITLEMENTS ON THE PLAN OF SUBDIVISION WITHIN THE RESPECTIVE OC):

OC1	
OPTION 1	OPTION 2
5 members	7 members
52.23%	1.74%
OC2	
OPTION 1	OPTION 2
5 members	7 members
2.50%	4.00%

RESOLUTION: that the size of the committee be set at 7 members for OC2 and 5 members for OC1.

- ii. **PROPOSED MOTION:** the members present will vote on received committee nominations and the members with the most votes received be appointed to act as the Committee of Management and Grievance Committee until the conclusion of the next Annual General Meeting.

VOTES (EACH NOMINEE COULD RECEIVE A MAXIMUM OF 100% BASED ON TOTAL LOT ENTITLEMENTS ON THE PLAN OF SUBDIVISION WITHIN THE RESPECTIVE OC):

NOMINEES IN ORDER OF VOTES RECEIVED	VOTES	NOMINEES IN ORDER OF VOTES RECEIVED	VOTES
Hector Lewis	53.21%	Hector Lewis	4.97%
Philip Klejn	52.87%	Philip Klejn	4.27%
Rod Teague	52.37%	Bonita Lang	3.45%
Alexis Lambis	52.36%	Rod Teague	3.26%
Marc Grant	51.91%	Alexis Lambis	3.23%
Bonita Lang	1.59%	Kerry-ann Pearson	3.03%
Kerry-ann Pearson	1.26%	Tim Kourtaibe	0.87%
Tim Kourtaibe POST MEETING NOTE: Nomination withdrawn on 13/03/2024	0.32%	POST MEETING NOTE: Nomination withdrawn on 13/03/2024	

RESOLVED: that the following members be appointed to act as the Committee of Management and Grievance Committee until the conclusion of the next Annual General Meeting.

OC1: Rod Teague, Philip Klejn, Hector Lewis, Marc Grant, Alexis Lambis

OC2: Rod Teague, Philip Klejn, Hector Lewis, Bonita Lang, Alexis Lambis, Kerry-ann Pearson

- iii. Further that, in accordance with Sections 11 of the Owners Corporation Act 2006, the Owners Corporation delegates all powers and functions that are capable of being delegated under Section 11 of the Owners Corporation Act 2006, to the Committees to enable the Committees to perform their duties and to ensure the effective and efficient operation of the Owners Corporation.
- iv. The tabled Committee Policy document will be adopted and the elected members of the Owners Corporation will conduct their proceedings in accordance with this document.

Part 5, Section 100 of the Owners Corporations Act 2006. Election of Committee (1) An Owner's Corporation affecting 10 or more lots must elect a Committee at each Annual General Meeting. Section 103, A Committee of an Owners Corporation must have at least 3 and not more than 7 members. (1A) Despite subsection (1), the owners corporation, by ordinary resolution, may resolve that the committee may have more than 7 members but not more than 12 members. Section 103 (7)(a) Lot owners or proxy for a lot owner is not eligible to be elected as a member of Committee if they are in arrears for any amount of fees or other amount owing to the Owners Corporation.

Part 4, Section 98 of the Owners Corporations Act 2006. Chairperson of owners corporation (1) If an owners corporation does not have a committee, the lot owners must elect a member to be the chairperson of the owners corporation. (2) If an owners corporation has a committee, the chairperson of the committee is also the chairperson of the owners corporation.

PASSED WITH SIMPLE MAJORITY

Motion 12

ADMINISTRATIVE FUND BUDGET OC1-OC2

OC1

During the discussion on the proposed budget, it was brought to our attention that the project management fee from Alpha 14, accounted for in the Special Levy, is included in the proposed budget. It was resolved to exclude this fee from the proposed budget, resulting in a revised total of \$232,423.00. .

1. The proposed Administrative Budget for the period ending 01/12/2023 to 30/11/2024 is circulated with the agenda of the meeting.
2. An Administrative Budget of \$232,423.00 will be raised.
3. The fees will be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.
4. The interim levy for each quarter will be raised based on the Q4 levy (September-November) until the new budget for the next financial year has been approved at the next Annual General Meeting.
5. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount.

OC2

1. The proposed Administrative Budget for the period ending 01/12/2023 to 30/11/2024 is circulated with the agenda of the meeting.
2. An Administrative Budget of \$2,744,326.64 be raised.
3. The fees will be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.
4. The interim levy for each quarter will be raised based on the Q4 levy (September-November) until the new budget for the next financial year has been approved at the next Annual General Meeting.
5. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount.

Note: The above-mentioned budgets are **GST exclusive** for Owners Corporations that are registered for GST.

PASSED WITH SIMPLE MAJORITY

Motion 13

MAINTENANCE FUND BUDGET OC1-OC2

OC1

1. The proposed Maintenance Budget for the period 01/12/2023 to 30/11/2024 is circulated with the agenda of the meeting.
2. A Maintenance Budget of \$51,500.00 be raised.
3. The fees will be due from the next due levy period and further that the Maintenance Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.
4. That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting.
5. The interim levy for each quarter will be raised based on the Q4 levy (September-November) until the new budget for the next financial year has been approved at the next Annual General Meeting.
6. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount.

OC2

6. The proposed Maintenance Budget for the period 01/12/2023 to 30/11/2024 is circulated with the agenda of the meeting.
7. A Maintenance Budget of \$321,875.00 be raised.
8. The fees will be due from the next due levy period and further that the Maintenance Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.
9. That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting.
10. The interim levy for each quarter will be raised based on the Q4 levy (September-November) until the new budget for the next financial year has been approved at the next Annual General Meeting.
11. That a 20% Pay On Time Discount will apply to the charges (i.e. lot owners that make a payment before the due date will receive a 20% discount on the payable levies) and that any late payments will disqualify the respective owners from receiving the Pay On Time Discount.

Note: The above-mentioned budgets are **GST exclusive** for Owners Corporations that are registered for GST.

PASSED WITH SIMPLE MAJORITY**Motion 14****APPOINTMENT OF SECRETARY & MANAGER**

That, in accordance with Section 99 of the Owners Corporation Act 2006, the Owners Corporation Manager, Owners Corporation X Pty Ltd, or a representative thereof, be appointed as manager and secretary of the Owners Corporation and further that, in accordance with Sections 11 of the Owners Corporation Act 2006, the Owners Corporation delegate all powers and functions that are capable of being delegated under Section 11 of the Owners Corporation Act 2006, to the Owners Corporation Manager to enable the Owners Corporation Manager to perform the duties under the contract of appointment and to ensure the effective and efficient operation of the Owners Corporation.

PASSED WITH SIMPLE MAJORITY**Motion 15****GENERAL BUSINESS****NOTED:** Biometric rollout

The owners engaged in a discussion regarding the Biometric rollout, expressing concerns about certain owners who may face challenges providing their fingerprints due to their professions. However, some owners voiced support for the rollout, emphasizing its potential to enhance security for storage cages. It was noted that the previous committee members present recommended assigning the security sub-committee to explore alternative solutions.

PASSED WITH SIMPLE MAJORITY: The lot owners were advised to direct their inquiries regarding the Biometric rollout to the sub-committee for regular updates on the project.

NOTED: Carpark security

The owners raised concerns regarding unauthorized vehicles tailgating into the carpark and observed instances of residents not adhering to their designated parking spaces. They urged the committee to evaluate the possibility of enhancing security measures in this regard.

PASSED WITH SIMPLE MAJORITY: The security sub-committee will incorporate carpark security upgrades into its agenda while exploring alternative solutions. OCX will send out correspondence to all residents via email and iCondo.

NOTED: EWIS/FIP upgrade

The panel situated on OC1 has malfunctioned and requires replacement. The Owners Corporation has received a quote from Equans for \$148,480 plus GST for this upgrade. It was noted that 51% of this total amount will be covered by Lot S2 (commercial lot).

NOTED: EV charging stations.

The Owners Corporation committee has identified two potential spots on the common property for the installation of EV charging stations. However, due to the proposed locations being on common property, the committee acknowledged the necessity of seeking legal advice before proceeding further. Additionally, it was noted during the meeting that the installation of EV chargers would require an upgrade to the electricity backbone, incurring significant costs for the Owners Corporation.

PASSED WITH SIMPLE MAJORITY: Given the upcoming special levy for cladding rectification, it was agreed to postpone this project until further notice.

APPENDIX 1

B3 Parking & General Building Security

1. Licence plate recognition
 - Quoted 2023 cost roughly \$11K
 - Suggested action: SFM obtain an updated quotation
 - Advantages:
 - i. Residents don't need to confront drivers trying to tailgate them through the gate, which causes incidents.
 - ii. All cars are registered:
 1. If a car causes damage, the OC has the details;
 2. If a car is parked in someone else's spot, the BM team can act with the details.
 - iii. Improved resident user experience (don't need to use a fob).
 - iv. Software must be in iCondo (Peter to confirm so that users can add their licence plates)
 - **PROJECT APPROVED**

2. Removing access to all aspects of the building except for their own apartment and the front door for short-stay units that have had incident reports recorded against them.
 - Suggested action: Establish detail and legality
 - **PROJECT APPROVED SUBJECT TO NEW BUILDING INTRODUCTION PROCESS (OC COMMITTEE TO APPROVE INDUCTION PROCESS).**

3. Fob audit to make sure only lots with allocated car parks have access to B3
(Additional comment from Phil 14/10: if no vehicle or bike is registered with building management, then no access to B3)
 - Suggested action 1: Immediately remove access where fobs have not been used for the previous 3 months.
 - Suggested action 2: Perform an audit of the car park and remove access where not required and where the lot does not own a car park or have a registered bicycle.
 - Suggested action 3: Address in Building Introduction.
 - **PROJECT APPROVED (SFM TO ACTION STEPS 1-2 OCX TO ACTION STEP 3)**

4. Additional cameras
 - Suggested action: SFM to advise on blind spots and obtain a quotation to provide additional cameras. It was noted that the long hallways have blind spots and that the camera system is already being upgraded and should be able to accommodate additional cameras.
 - **PROJECT APPROVED: SFM TO MAKE RECOMMENDATIONS WITH BLIND SPOTS AND KEY TROUBLE AREAS AND OBTAIN QUOTE ON THE INSTALLATION OF THE ADDITIONAL CAMERAS.**

5. Alarm activation on emergency exit doors (I believe it is possible to gain access to B3 from some stairwells)
 - Suggested action: SFM to obtain quotations to install alarms on the stairwell doors, additionally investigate if these can trigger a notification system + signage.
 - **PROJECT APPROVED**

6. Resident education, notice board notice, iCondo security post
 - Suggested action 1: OCX will assist with a security poster for notice boards. SFM post on iCondo.
 - Suggested action 2: Address in Building Introduction
 - **PROJECT NOT APPROVED (OCX), BUT OCX WILL DRAFT A LETTER ADDRESSED TO ALL RESIDENTS AND OWNERS ABOUT THE NEW SECURITY INITIATIVES.**

7. Active CCTV monitoring to the list of potential solutions. This would be a 3rd party security company actively monitoring specific CCTV cameras and alerting the police if suspicious activity is seen by them.
 - Suggested action: SFM to investigate and revert back with a solution and costing.
 - Concerns were raised that this is a significant additional cost when the OC is already paying a security contractor and the onsite FM team to monitor the common areas.
 - **PROJECT NOT APPROVED**

8. Secure drop box for after hours deliveries / unattended that only management & staff can access. Dumping parcels by the door or on the mail room floor isn't ok.
 - Suggested action 1: Address in Building Introduction (that there is a parcel locker available and how to register)
 - Suggested action 2: Signage on 32 Malcolm St, 35 Malcolm St Mailbox and main door to not leave parcels unattended.

- Noted: The existing parcel locker is sufficient and OCX will include the details on registering for the parcel locker in the new building introduction process.
 - **PROJECT NOT APPROVED**
9. Signage like "area under CCTV surveillance" in lifts, b3 lobby, throughout car park. Clearly current protocols aren't a deterrent.
- Suggested action: Install CCTV monitoring signage.
 - The committee agreed to the following format: "CCTV operation in operation". Use a security camera icon and A/5 size. The proposed locations are areas at the front of the building and B3.
 - **PROJECT APPROVED**
10. Much brighter lights, obvious cctv cameras and signage on Malcolm St entrance points. From a safety perspective as a woman, it's scary at times to approach the entry - it's dark, the big posts disrupt line of sight and make situational awareness harder.
- Suggested action: Replace light fittings to match the new light fittings installed towards River St.
 - **PROJECT DEFERRED (COMMITTEE MEMBERS TO INSPECT NEW LIGHTING ON RIVER STREET AND CONSIDER PROPOSAL THEN).**
11. Dedicated signage and CCTV at the bike storage area, including tv screens showing what is being recorded
- Suggested action 2: Signage on 32 Malcolm St, 35 Malcolm St Mailbox and main door to not leave parcels unattended.
 - **PROJECT APPROVED ON THE FOLLOWING BASIS:**
 - i. **SUPPORTIVE OF SIGN SAME AS ABOVE**
 - ii. **SUPPORTIVE OF EXTRA CAMERA**
 - iii. **NOT SUPPORTIVE OF TV SCREEN.**
12. Better lighting/flood light motion sensors at car park entries
- Suggested action: Investigate why the energy-saving light fittings installed in the past bypassed the original lighting system. Establish what actions are required to restore acceptable lighting on level B3.
 - Noted: Oki has advised that SFM are currently investigating the project. The committee agreed that the automatic lights should come on in blocks instead of one at a time.
 - **PROJECT APPROVED (OKI TO UPDATE)**

13. Fob access to and from the elevator lobby areas on B3

- Suggested action: Establish cost to run three cables and access points to 31 and 35 Malcolm level B3 doors (the glass doors in the carpark)
- Concerns: residents could still be followed. Other, more cost-effective measures will be prioritised. Subject to pricing, the committee will consider approval.
- **PROJECT APPROVED (OKI TO GET QUOTE)**

14. Extending hours of security on weekends

- Already actioned for weekends.
- Suggested action: Address in the Building Introduction process and include in the letter noted under point 6 above.
- **PROJECT APPROVED**

15. Moving the bicycle racks into one of the rooms scattered along the side of level B3.

These are mostly ventilation rooms but may be able to have a dual purpose. My suggestion for consideration is to move all the bicycle racks to this room (photo attached) and add a fob reader to the door and a camera or two inside. This will make it less obvious that bicycles are stored on level B3 and provide controlled access. Considerations would need to be made on the usability of this room so as not to impede the ventilation function.

- Thinking for this one is to place the bicycles in a more secure room out of sight to avoid temptation.
- Oki noted that the building consultant verbally confirmed that the proposed area could be utilised for bike storage without a building permit (from auxiliary to storage purposes)
- Suggested action: SFM will investigate the cost and propose a solution.
- It was proposed that the ten racks in the walkway should be relocated as a start.
- **PROJECT APPROVED (OKI TO GET QUOTE).**

16. Communication to lot owners of the importance of reporting lost access cards

- Suggested action: Address in Building Introduction
- Suggested action: Post a notice on the notice boards and iCondo
- Peter noted that according to a detective he spoke to in Prahran, Airbnb bookings are being abused by thieves.
- OCX will remind residents in the proposed letter under point 6 to report lost or stolen access devices.
- **PROJECT APPROVED**

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Vogue Special Rules

**Owners Corporation No. 1 ("OC 1") on
PS 631823J**

2

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1. Preface

This document comprises the rules of Owners Corporation as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the model rules relating to such a matter.

2. Definitions and interpretation

2.1 Definitions

In these Rules:

Act means *Owners Corporation Act 2006* (Vic), or any subsequent amendments, additions or substitutions that may be enacted from time to time;

Building means the building constructed on the Land and includes a structure and part of a building or a structure, walls, out-buildings, service installations and other appurtenances of that building;

Building Manager means the person engaged by the Owners Corporation to assist on site with the day to day running of the building, such as providing access to respective maintenance contractors, reporting breaches to the Manager, advising the Manager of any areas of concern;

Common Property means the area shown as Common Property No. 1 (CP No. 1) on Plan of Subdivision PS 631823J;

Easement has the meaning given to the term pursuant to Rule 7.1.

Essential Services means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council;

Government Agency means any unit of any government of Victoria or Australia and includes any Council, the State Government of Victoria, the Government of Australia and any of the branches and/or units within such governments or any body delegated power by such governments;

Land means the whole of the land contained in the Plan;

Lot means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately;

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 must, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;

Occupier means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

Owners Corporation means Owners Corporation No 1 on the Plan of Subdivision 631823J (“PS 631823J”);

Plan or Plan of Subdivision means plan of subdivision PS 631823J;

Proprietor means an owner of a Lot affected by the Owners Corporation;

Vogue Plaza Lot means Lot S2 on the Plan or any part of parts thereof;

Retail Lot means Lot TG1, T102 and T103 on the Plan;

Rules mean these rules and any rules adopted by the Owners Corporation from time to time.

Rules of Use means the rules of use reasonably set by the Manager from time to time.

Security Access Key means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas.

2.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.
- (e) The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or 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.
- (f) where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive.

If any rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that rule or part thereof shall be struck down and shall have no further force and effect, however all remaining rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

3. Compliance with Rules and Rules of Use

- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor’s Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor’s

Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.

- 3.3 A Proprietor and/or Occupier uses the Common Property at their own risk.
- 3.4 The Proprietor must pay, within 7 (seven) days of Notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
 - (a) remedying any breach of these Rules; and
 - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot or a licensee, invitee or contractor of the Proprietor or Occupier.

4. Access to Lots

- 4.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

5. Compliance with Laws

- 5.1 A Proprietor must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

6. Notification

- 6.1 Each Proprietor must advise the Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager or Building Manager of any change in such address or telephone number.

7. Right of Way

- 7.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
 - (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988*, they grant an easement of way ("**Easement**") over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;

- (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the façade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
- (c) they must not unreasonably interfere with or prevent the use of the Easement.

8. Owners Corporation Fees

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Proprietor according to his Lot liability or as otherwise directed by the Owners Corporation or the Manager.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Support and provision of Services

- 9.1 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 which results in:
 - (a) the structural and functional integrity of any part of the Common Property is altered, changed or impaired; or
 - (b) the passage or provision of services through the Lot or the Common Property is interfered with.
- 9.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation.
- 9.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the costs of supply, consumption and maintenance of any gas facility or power supply required for heating or cooling the Lots to:
 - (a) a Lot or Lots;
 - (b) a car parking space;
 - (c) a storage space; or
 - (d) any other area of the Common Property.

- 9.4 Where any Lot is not separately metered in relation to any such service, then the Proprietor must pay the Owners Corporation in its annual fee a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service and by no other reference.
- 9.5 For the avoidance of doubt, the Manager reserves its rights pursuant to section 49(2) of the Act.

10. Behaviour by Proprietors and Occupiers

10.1 A Proprietor or Occupier of a Lot must not:

- (a) create any undue noise, odours, vibrations 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; or
- (b) obstruct the lawful use of Common Property by any person; or
- (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends; or
- (d) unless a lot is part of the Vogue Plaza Lot or a Retail Lot, make or permit to be made any undue noise in or about the Common Property or any Lot; or
- (e) unless a lot is part of the Vogue Plaza Lot or a Retail Lot, use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
- (f) allow the entry door or any other external door (other than a sliding door to a balcony) of any Lot or on Common Property to be physically restrained from closing in any way; or
- (g) unless a lot is part of the Vogue Plaza Lot, allow bicycles to be stored in other than the areas of the Common Property designated (if any) by the Owners Corporation or its Manager for such purpose; or
- (h) unless a lot is part of the Vogue Plaza Lot or a Retail Lot, make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am Saturday and Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
- (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or

- 10.2 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.

- 10.3 unless a lot is part of the Vogue Plaza Lot or a Retail Lot, a Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to 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 the Manager may designate from time to time.
- 10.4 a Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, scooters, motor scooter, bicycles, skateboards, rollers skates, roller blades or the like.
- 10.5 nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows and on any Common Property.
- 10.6 use their balcony/terrace without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

11. Plants

- 11.1 A Proprietor who has plants on its Lot, whether on a balcony, terrace or otherwise must:
 - (a) ensure that the plants are properly maintained and securely fixed or tethered; and
 - (b) refrain from watering the plants and the soil in such pots in such a way that water may escape onto the Lot, Common Property or other Lots.

12. Leasing or Licensing a Lot

- 12.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
 - (a) provide that person with an up to date copy of these Rules;
 - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
 - (c) take all action available to the Proprietor to ensure compliance with these Rules.

13. Cleaning of a Lot (including windows)

- 13.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 13.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace within their Lot clean, tidy and well maintained.
- 13.3 A Proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass in windows (including louvres) and doors on the boundary of the Lot, unless the glass in windows and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.
- 13.4 A Proprietor or Occupier of a Lot must allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.

14. Damage to Common Property

- 14.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 14.2 A Proprietor or Occupier of a Lot must promptly notify the Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

15. Interference with Common Property

- 15.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, 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.
- 15.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 15.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.
- 15.4 A Proprietor or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 15.5 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 15.6 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

16. Security of Common Property

- 16.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 16.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un-accompanied by them to follow them through the security doors or carpark to the lobby or any other Common Property.

17. Notification of defects

- 17.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager or the Building Manager on becoming aware of any damage to or defect in the Common Property and/or Common Property facility.

18. Compensation to Owners Corporation

- 18.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

19. Restricted use of Common Property

- 19.1 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. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:
- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
 - (b) 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;
 - (c) restrict by means of key or other security device the access of Proprietors or Occupiers;
 - (d) 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.

20. Garbage

- 20.1 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 garbage.
- 20.2 A Proprietor or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or Proprietors of other Lots.

21. Pets and animals

- 21.1 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 21.2 A Proprietor or Occupier of a Lot must:
- (a) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
 - (b) comply with the *Domestic Animals Act 1984 (Vic)* and take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).

- 21.3 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

22. Consent of Owners Corporation

- 22.1 A consent given by the Owners Corporation under these Rules must be made in writing. It may be revocable and subject to conditions.

23. Complaints and applications

- 23.1 A Proprietor may make a complaint in respect of the Building, the Manager, the Building Manager or other Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

24. Infectious diseases

- 24.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25. Storage of bicycles

- 25.1 A Proprietor or Occupier of a Lot must not use the lifts in the Building for taking bicycles to and from a Lot.
- 25.2 A Proprietor or Occupier of a Lot must not store any bicycle other than in their own Lot but cannot store any bicycle on the Proprietor or Owner's balcony/terrace.
- 25.3 A Proprietor or Occupier of a Lot may store a bicycle in the areas of the Common Property (if any) which may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks.
- 25.4 A Property or Occupier of a Lot must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, walkways, or other parts of the Common Property as may be excluded by the Owners Corporation or its Manager from time to time.
- 25.5 Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

26. Insurance premiums

- 26.1 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 (other than normal use of their Lot or use of the

Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

- 26.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspend, or increase the premium then the Proprietor or Occupier will:
- (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
 - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

27. Fire control

- 27.1 A Proprietor or Occupier of a Lot must not:
- (a) use or interfere with any fire safety equipment except in the case of an emergency;
 - (b) obstruct any fire stairs or fire escape;
 - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 27.2 The Proprietor of Occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
- (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
 - (b) that back up batteries relating to smoke detectors are replaced when required.
- 27.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its Manager may designate from time to time;
- 27.4 For the avoidance of doubt, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

28. No painting, finishing, etc of external façade or Common Property

- 28.1 Subject to Rule 28.2, a Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their Lot.
- 28.2 Notwithstanding rule 28.1, a Proprietor or Occupier of a Retail Lot or the Proprietor of the Vogue Plaza Lot may paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their Retail Lot or Vogue Plaza Lot, subject to obtaining the written consent of the Owners Corporation, such consent not to be unreasonably withheld and subject to satisfying any requirements of any relevant authority.

29. Appearance of a Lot

- 29.1 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 29.2 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack store items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

30. Compliance with rules by invitees

- 30.1 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.
- 30.2 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.

31. Compliance with laws

- 31.1 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, notice or order of any governmental authority.
- 31.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.

32. Conduct of meeting

- 32.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and *Owners Corporation Regulations 2007*.

33. Recovery of Owners Corporation contribution fees/legal costs

- 33.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

34. Penalty interest

- 34.1 Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*.

35. Use of appurtenances/apparatus

35.1 A Proprietor or Occupier of a Lot must not:

- (a) use the toilets, pipes and drains, for any other purpose other than those which they were constructed;
- (b) sweep or dispose of rubbish or other unsuitable substances into them,

Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay, then the Proprietor will be held responsible for payment.

36. No trade or business

36.1 The Proprietor or Occupier of all or any part of the Vogue Plaza Lot and the Retail Lots may carry on a trade or business from the relevant Lot, provided:

- (a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.

37. Signage licence

37.1 A Proprietor or Occupier of a Vogue Plaza Lot or a Retail Lot may erect or fix a sign or notice to the Vogue Plaza Lot or Retail Lot which is associated with the business carried out from that particular Retail Lot provided the Proprietor or Occupier has obtained:

- the necessary authority consents; and
- the written consent of the Owners Corporation, such consent not to be unreasonably withheld.

38. Breach of these Rules

38.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:

- (a) do all things; or
- (b) cease doing such things; or
- (c) comply with such reasonable requests made by the Manager or Building Manager,

to remedy such breach without delay.

- 38.2 Where the Proprietor or Occupier breaches a Rules which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the Manager or the Building Manager.
- 38.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 38.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 38.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation the Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

39. Health, Safety and Security

- 39.1 A Proprietor or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.

40. Management and Administration

- 40.1 The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Proprietor or Occupier that is more than the amount that the supplier would have charged the Proprietor or Occupier for the same goods or services.

41. Selling or Leasing Activities

- 41.1 Except for a Proprietor or Occupier of a Retail Lot or the Vogue Plaza Lot a Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:

- (a) at the entry way to the Lot;
- (b) in the Building;
- (c) in or on the Common Property; or
- (d) in front of the Building

without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion)

- 41.2 A Proprietor or Occupier of a Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.

42. Special Rights

42.1 Definitions

In this rule:

Developer means Ryssal-Three Pty Ltd ACN 006 196 685 or any subsidiary or related entity of that company.

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.

42.2 Special rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

42.3 **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 and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

42.4 **Owners Corporation's obligations**

The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots and the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be 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.

42.5 **Developer's obligations**

The Developer and any third party authorised by it under this Rule 42, or any party to which it assigns all or part of the benefits of its rights under this Rule 42 must not in exercising its right and entitlements under this Rule 42 which unduly restricts or limits the use of any Lot.

43. **Dispute Resolution**

- 43.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
 - 43.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
 - 43.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
 - 43.4 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - 43.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - 43.6 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
 - 43.7 This process is separate from and does not limit any further action under Part 10 of the Act.
-

Annexure 2 – Storage Area Specifications

CHAIN WIRE FENCES

A Generally:

Chain-wire fences and screens suitable for the location and use, and conforming with the relevant Standards. Unless otherwise indicated, chain mesh must be 2.5 mm diameter wire, with helical-wound and inter-woven wires forming continuous chain link mesh with top and bottom selvedge. Selvedges generally must be knuckled, and barbed for security applications.

Bottom of mesh must be securely fixed and parallel to the slope of the ground, and: 20 mm maximum above floor or ground in protected locations and 50 mm maximum from ground in external locations.

Provide nominal mesh size of: 50 mm generally.

B Wires:

Tension wires to support mesh at top, centre and bottom must be twin 4 mm helical-laid wire over 3.15 mm wire core, and must be standard galvanised for indoor locations (AS 2423).

C Posts:

Nominal size and maximum spacing of posts must comply with the relevant Standards (AS 1725).

Posts must be galvanised steel tubes fitted with matching galvanised end caps as follows:

- (a) Generally: 40 mm nominal diameter at 3 m centres.
- (b) End and corner posts: 50 mm nominal diameter.
- (c) Gate posts: 50 mm nominal diameter up to 3600 mm opening.
- (d) Bracing stays at corner posts: 32 mm nominal diameter.
- (e) Gate posts: 80 mm nominal diameter from 3600 to 6000 mm opening.
- (f) Intermediate bracing stays (75 metre maximum spacing): 32 mm nominal diameter.

Provide connection flanges to adjacent masonry and concrete work.

D Footings / base connections:

Footings / base connections must comply with the relevant Standards (AS 1725).

In concrete: Bolt the post flange with masonry anchorages.

E Rails (Post and rail type barriers):

Rails must be of nominal size DN32 (light) in accordance with AS 1074. Attach to posts with galvanised bolted split fittings and purpose-made caps and brackets with rail apertures.

I hereby certify that the attached 36 pages of these Rules to be a true and correct copy of the Rules made at the special resolution dated 8/12/2011.

42.3 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 and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

42.4 Owners Corporation's obligations

The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots and the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be 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.

42.5 Developer's obligations

The Developer and any third party authorised by it under this Rule 42, or any party to which it assigns all or part of the benefits of its rights under this Rule 42 must not in exercising its right and entitlements under this Rule 42 which unduly restricts or limits the use of any Lot.

43. Dispute Resolution

- 43.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
 - 43.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
 - 43.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
 - 43.4 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - 43.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - 43.6 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
 - 43.7 This process is separate from and does not limit any further action under Part 10 of the Act.
-

I hereby certify that the attached 17 pages of these Rules to be a true and correct copy of the Rules made at the special resolution dated 8/12/2011.

Owners Corporation Manager
Owners Corporation No. 2 Plan Number 631823J

COMMITTEE OF MANAGEMENT MEETING MINUTES

Owners Corporation PS 631823J OC2 - Vogue Apartments
23 - 35 Malcolm Street South Yarra VIC 3141

1. MEETING DETAILS OC2

Date	27 November 2024
Time	12:00 PM
Venue	Laurent Bakery (South Yarra 279 Toorak Rd, South Yarra VIC 3141) Later Como Green

2. MEETING ATTENDANCE OC2

Committee members invited	Alexis Lambis Bonita Ling Hector Lewis Kerry Pearson Philip Klejn via proxy to Alexis Lambis
Proxies	A member of the committee who is a lot owner may appoint a proxy for the purpose of the meeting.
Apologies	Rodney Teague

Non-Members invited	Adam Holovics - OCX
Quorum present	With 5 of the 6 members present or represented via proxy at the meeting, a quorum was achieved, and all decisions are immediately binding on the Owners Corporation.
Meeting Chair	Hector Lewis
Minute Taker	Adam Holovics - OCX
Votes	NOTE: The word ' RESOLVED ', where used in the committee meeting minutes means agreement without dissent or agreement by a majority vote.

3. PENDING COMMITTEE APPROVAL OC2

Agenda item	Trello card	Proposed motion for the meeting
FM Tender	https://trello.com/c/egZ2QFeS	NOTED: Discussion regarding FM services and next steps. It has been approximately four weeks since SFM was notified that the committee is planning to renew their contract and appointment. During that conversation, Hector explained to Oki, that SFM would need to improve their service level, especially around communication, following up on projects and being more proactive in identifying issues in the building (both FM and cleaning issues). Despite this, members expressed that the service level has not improved, and they still need to follow up on projects that remain unattended for weeks. As a result, the committee made the difficult decision that a change of FM service providers is required.

RESOLVED:

The Owners Corporation resolves to terminate the agreement with SFM effective **28/02/2025** and appoint Henderson Brown as the new service provider, effective **14/02/2025**.

POST-MEETING NOTE:

Henderson Brown has confirmed that a two-week handover period is satisfactory and is prepared to commence services on **14/02/2025**. They will provide an updated proposal with the recently agreed-upon pricing.

4. FUTURE MEETING DATES OC2

Meeting	Date and time	Venue
Committee meeting	09/12/2024 5:00 PM	The Residents Lounge
AGM	TBC	TBC

5. CLOSE OF MEETING

The meeting was closed:	12:45 PM.
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CONFIRMATION OF INSURANCE CERTIFICATE

Owners Corporation Elite Package

This is to certify that the undermentioned Insurance policy has been issued and is current until 4:00pm on the **28th February 2025**.

Insured Name: Owners Corporation PS 631823J (including Owners Corporation 1 & 2), Vogue Plaza & Apartments

Situation of Risk(s): 35 Malcolm St, South Yarra VIC 3141

Interest Insured:

Building	\$428,120,000
Contents Sum Insured	\$2,000,000
Loss of rent/ Temporary Accommodation	\$64,218,000
Machinery Breakdown	\$1,000,000
Building Catastrophe Cover	\$64,218,000
Management Committee Liability	\$5,000,000
Voluntary Workers	\$200,000
Professional Expenses	\$25,000
General Liability	\$20,000,000

Insurer(s): Chubb Insurance Australia Limited – Lead 40%
AXA XL – Follow 40%
CHU – Follow 20%

Policy Number: 02GS025403

Date: 28 February 2024

This is to certify that the above policy is current to the expiry date shown above unless cancelled in the meantime, subject to Terms & Conditions of the policy.

DISCLAIMER

The information provided is a summary only and does not amend, extend, alter or set out the full terms of the policy referred to nor do we confirm or warrant the Insurance cover is in force at the date of this advice. You must always refer to the policy for full details and to the extent of any inconsistency the policy prevails. The policy is also subject to the operation of the Insurance Contracts Act 1984 (cth), including in particular, the insurer's rights under section 28 in relation to pre contractual non-disclosure or misrepresentation. We will not provide any updates in relation to the policy to any third party unless we specifically agree to do so in writing with that third party.

Yours faithfully,



Dominique Fittock

Senior Account Executive

Authorised Representative Number: `1256533

Residential rental agreement

no more than 5 years



Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed.

29/10/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2 Premises let by the rental provider

Address of premises

303/35 Malcolm Street, South Yarra

Postcode 3141

3 Rental provider details

Full name(s) or

Company name

303/35 Malcolm Street, South Yarra, VIC 3141

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

Address

C/O Casa Real Estate, Level 1, 1 Queens Road, Melbourne

Postcode 3004

Phone number

03 9863 7523

Email address

admin@casarealestate.com.au

Rental provider's agent's details (if applicable)

Full name

Mario Setiawan

Address

Level 1, 1 Queens Road, Melbourne

Postcode 3004

Phone number

0422 234 725

ACN (if applicable)

Email address

mario.s@casarealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4 Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1	Kerri-Ann O'Sullivan		
Current address	23 Dawson St, Taroom QLD 4420	Postcode	4420
Phone number	0427624627		
Email address	kerriosullivan2@gmail.com		
Full name of renter 2	Lauren Hearne		
Current address	32 Dawson St, Taroom QLD 4420	Postcode	4420
Phone number	0427023273		
Email address	hearnelauren1@gmail.com		
Full name of renter 3			
Current address		Postcode	
Phone number			
Email address			
Full name of renter 4			
Current address		Postcode	
Phone number			
Email address			

Note: If there are more than four renters, include details on an extra page.

5 Length of the agreement

☒ Fixed term agreement Start date **30 October 2024** (this is the date the agreement starts and you may move in)

End date **29 October 2025**

☐ Periodic agreement (monthly) Start date

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

Rent amount (\$) **\$2,520 In Advance**
(payable in advance)

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid **30th of each month** (e.g. each Thursday or the 11th of each month)

Date first rent payment due **30 October 2024**

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$) \$2,520

Date bond payment due 30 October 2024

Part B – Standard terms

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Casa Real Estate Trust Account (ANZ Bank)
BSB 013-435
Account No. 5264 92521

**Please put on your full name on the description when you do the transfers*

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- ☒ Yes - insert email address, mobile phone number or other electronic contact details
- ☐ No

admin@casarealestate.com.au
mario.s@casarealestate.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

- Renter 1** ☒ Yes - insert email address, mobile phone number or other electronic contact details
- ☐ No

0427624627
kerriosullivan2@gmail.com

Renter 2 ☒ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

0427023273
hearnelauren1@gmail.com

Renter 3 ☐ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

Renter 4 ☐ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name **Mario Setiawan**

Emergency phone number **0422 234 725**

Emergency email address **Mario.s@casarealestate.com.au**

11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ No ☐ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
 - (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
 - (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
 - (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.
-

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or

- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional terms

21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Tenants acknowledge that no smoking is allowed at the premises.

Tenants acknowledge that no pets are allowed at the premises without express permission beforehand from the Landlord.

The Tenant will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the vacating / full cleaning inside and outside the property including carpet or rugs in the premises to be professionally clean and steam cleaned by a reputable carpet cleaning contractor and provide Agent with an invoice/receipt for such work. The cleanliness of the property and carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

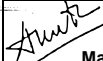
22 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

Signature of
rental provider 1


Mario Setiawan - on behalf of rental provider

Date

30 October 2024

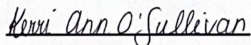
Signature of
rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

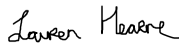
Signature of renter 1



Date

29/10/2024

Signature of renter 2



Date

29/10/2024

Signature of renter 3

Date

Signature of renter 4

Date

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የከስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ፖዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.