Contract of Sale of Land

Property:

Unit 9, 352 CANTERBURY Road, St Kilda VIC 3182

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:05679

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 ...../…..……/2023

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 ...../…..……/2023

Print names(s) of person(s) signing: **SUSAN CAROL BRADSHAW**

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: SUSAN CAROL BRADSHAW

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: 05679

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	10642	Folio	686	9	PS 432208Q

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 9, 352 CANTERBURY Road, St Kilda VIC 3182

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

.....

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 9, 352 CANTERBURY ROAD, ST KILDA VIC 3182

Vendor's name	SUSAN CAROL BRADSHAW	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 cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10642 FOLIO 686

Security no : 124105586102C
Produced 24/04/2023 10:48 AM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 432208Q.
PARENT TITLE Volume 10372 Folio 798
Created by instrument PS432208Q 19/04/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SUSAN CAROL BRADSHAW of 6 CORNER STREET EAST BRIGHTON VIC 3187
AB363847F 24/06/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB363848D 24/06/2002
COMMONWEALTH BANK OF AUSTRALIA

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 PS432208Q 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 9 352 CANTERBURY ROAD ST KILDA VIC 3182

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS432208Q
OWNERS CORPORATION 2 PLAN NO. PS432208Q

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PLAN OF SUBDIVISION

Stage No.	LTO use only	Plan Number
	EDITION 7	PS432208Q

Location of Land

Parish: MELBOURNE SOUTH (AT ST KILDA)
Township: ———
Section: 10[K]
Crown Allotment: 2[K]
Crown Portion: ———

LTO base record: SDMB-C (METRO)
Title References:
Vol 10372 Fol 798

Last Plan Reference: ———
Postal Address: 60 FITZROY STREET
ST KILDA

AMG Co-ordinates: N 5 807 730
(Of approx. centre of plan) E 321 920 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref:

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section (K7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~
3. This is a statement of compliance issued under section [illegible] of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied

(iii) ~~The requirement is to be satisfied in Stage~~ ———

Council Delegate
~~Council seal~~
Date 19/ 3 / 20

~~Re-certified under section (K7) of the Subdivision Act 1988~~
~~Council delegate~~
~~Council seal~~
~~Date / /~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Notations

Depth Limitation: LIMITED TO 15 METRES BELOW THE SURFACE

Other Notations

* BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS : LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
MEDIAN:
EXTERNAL FACE: BOUNDARIES SHOWN E
INTERIOR FACE: ALL OTHER BOUNDARIES OF LOTS, COMMON PROPERTY No.2 & No.3 (WALLS,FLOORS & CEILINGS) EXCEPT WHERE OTHERWISE SHOWN.
* LOTS 4, 13, 69 HAVE BEEN OMITTED FROM THIS PLAN
LOTS 1 TO 3, 5 TO 12, 14 TO 26, 26A, 27, 27A, 28 TO 38, 38A, 38B, 38C, 39 TO 49, 49A & 50 TO 68 CONTAIN 2 PARTS
* ALL INTERNAL HORIZONTAL & VERTICAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 UNLESS OTHERWISE SHOWN.
THE POSITION OF THESE DUCTS AND SHAFTS HAVE NOT BEEN NECESSARILY SHOWN ON THE DIAGRAMS AND CROSS-SECTIONS CONTAINED WITHIN.
* ABBREVIATIONS USED IN THIS PLAN : CM - COMMON PROPERTY : PT - PART
* COMMON PROPERTY NO.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY NO.2 & NO.3

Staging This is/is ~~not~~ a staged subdivision
Planning Permit No. 240/2000

SURVEY : THIS PLAN IS BASED ON SURVEY

THE UPPER BOUNDARY OF LOTS 302 TO 309 IS DEFINED BY THE CEILING OR A PLANE IN WHICH THE CEILING LIES. THE LOWER BOUNDARY OF LOTS 302 TO 309 IS DEFINED BY THE TOPSIDE OF THE FLOOR WITHIN THE BUILDING.
LOT 301 IS UNLIMITED AS TO HEIGHT AND DEPTH.

LOTS IN THIS PLAN MAYBE AFFECTED BY ONE OR MORE CORPORATIONS
FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE & WATER	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-2	SEWERAGE & WATER	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
	ELECTRICITY	SEE DIAG	THIS PLAN (S.88 ELECTR. INDUSTRY ACT 2000)	CITIPOWER PTY
	GAS & DATA TRANSMISSION	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-3*	SEWERAGE & WATER	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
	ELECTRICITY	SEE DIAG	THIS PLAN (S.88 ELECTR. INDUSTRY ACT 2000)	CITIPOWER PTY
	GAS & DATA TRANSMISSION	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-4	GAS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-5*	DATA TRANSMISSION	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
	SEWERAGE & WATER	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
	ELECTRICITY	SEE DIAG	THIS PLAN (S.88 ELECTR. INDUSTRY ACT 2000)	CITIPOWER PTY
E-6	ELECTRICITY	SEE DIAG	THIS PLAN (S.88 ELECTR. INDUSTRY ACT 2000)	CITIPOWER PTY
E-7*	PASSAGEWAY	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN

* EASEMENT LIMITED IN HEIGHT AND/OR DEPTH - SEE CROSS SECTIONS E-E' AND R-R'

LTO use only
Statement of Compliance / Exemption Statement
Received ✓
Date 20/ 3 /2002

THIS IS A LAND REGISTRY COMPILED PLAN.
CHECKED: 11/10/2002
ROBERT McBAIN

SHEET 1 OF 32 SHEETS

Hellier McFarland
Land Surveyors*Property Consultants*Town Planners
3-2 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9950 Facsimile: 03 9532 9944
Internet: www.hmf.com.au Email: hmf@hmf.com.au
CAD REF: PC\n_DATA\279\279A_1.GDZ

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE ——— DATE / /
REF 4279A/1 VERSION L

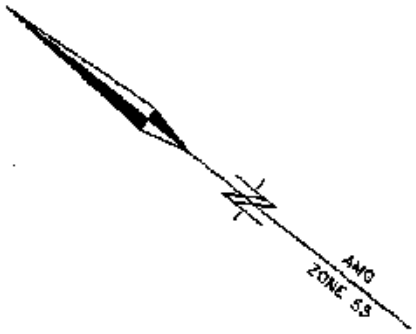
DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Delivered by LANDATA®, timestamp 16/05/2023 14:08 Page 2 of 31

PLAN OF SUBDIVISION	Stage No.	Plan Number PS432208Q

DIAGRAM 1



136°54'40" 48·15 142°20' 104·68

52°20' 8·10m

37°32' 11·74

63°56' 1·87

16·01m 321°53'

13·68 357°58'

65°15' 7·10

39·80 231°57'40"

FITZROY STREET

SEE SUBSEQUENT SHEETS FOR LOT BOUNDARIES, LOT DIMENSIONS AND EASEMENTS

123·10 321°52'40"

CANTERBURY ROAD

SHEET 2 OF 32 SHEETS

Heller McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: K:\LDATA\4200\4279A_L.dgn

ORIGINAL SHEET SIZE A3 | SCALE 1:500

SCALE 5 0 5 10 15 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ...../...../.....

REF 4279A/1 VERSION L

DATE ...../...../.....

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

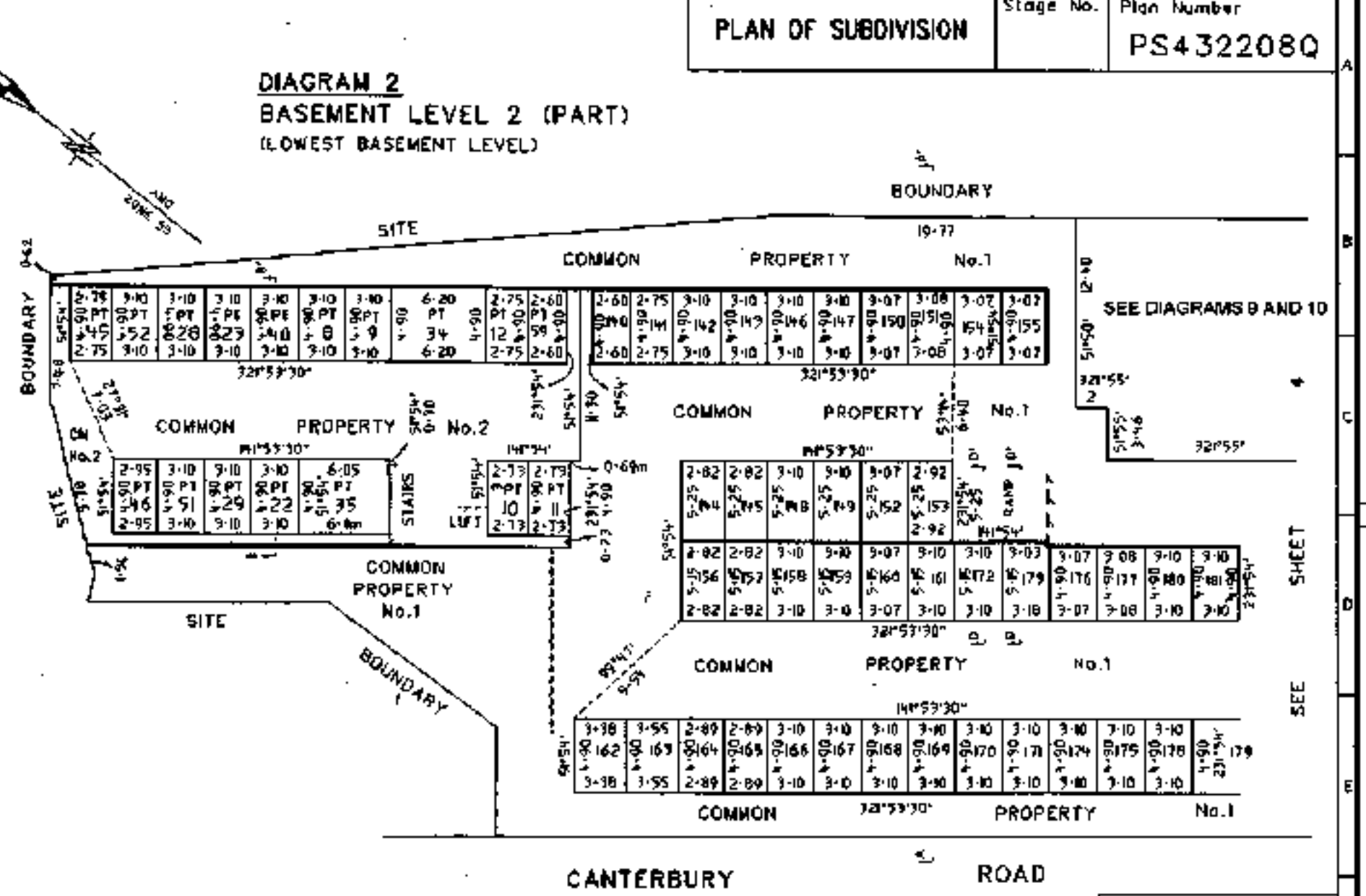
Stage No.

Plan Number PS432208Q

DIAGRAM 2

BASEMENT LEVEL 2 (PART)

(LOWEST BASEMENT LEVEL)



SHEET 3 OF 32 SHEETS

Land Surveyors • Property Consultants • Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9572 9999 Facsimile: 03 9572 0944
Website: www.mcfarland.com.au Email: mail@mcfarland.com.au

SHEET SIZE: A3

SCALE: 1:250

SCALE 2·5 0 2·5 5 7·5 10

LENGTH IN METRES

LICENSED SURVEYOR: STUART ANDREW McFARLAND

SIGNATURE _____ DATE __/__/__

REF 4279A/1 VERSION L

DATE __/__/__

COUNCIL DELEGATE SIGNATURE

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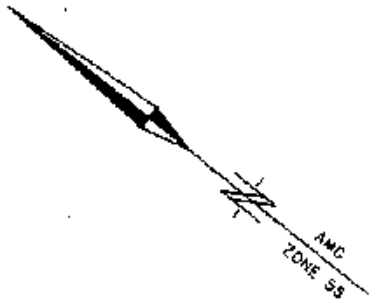
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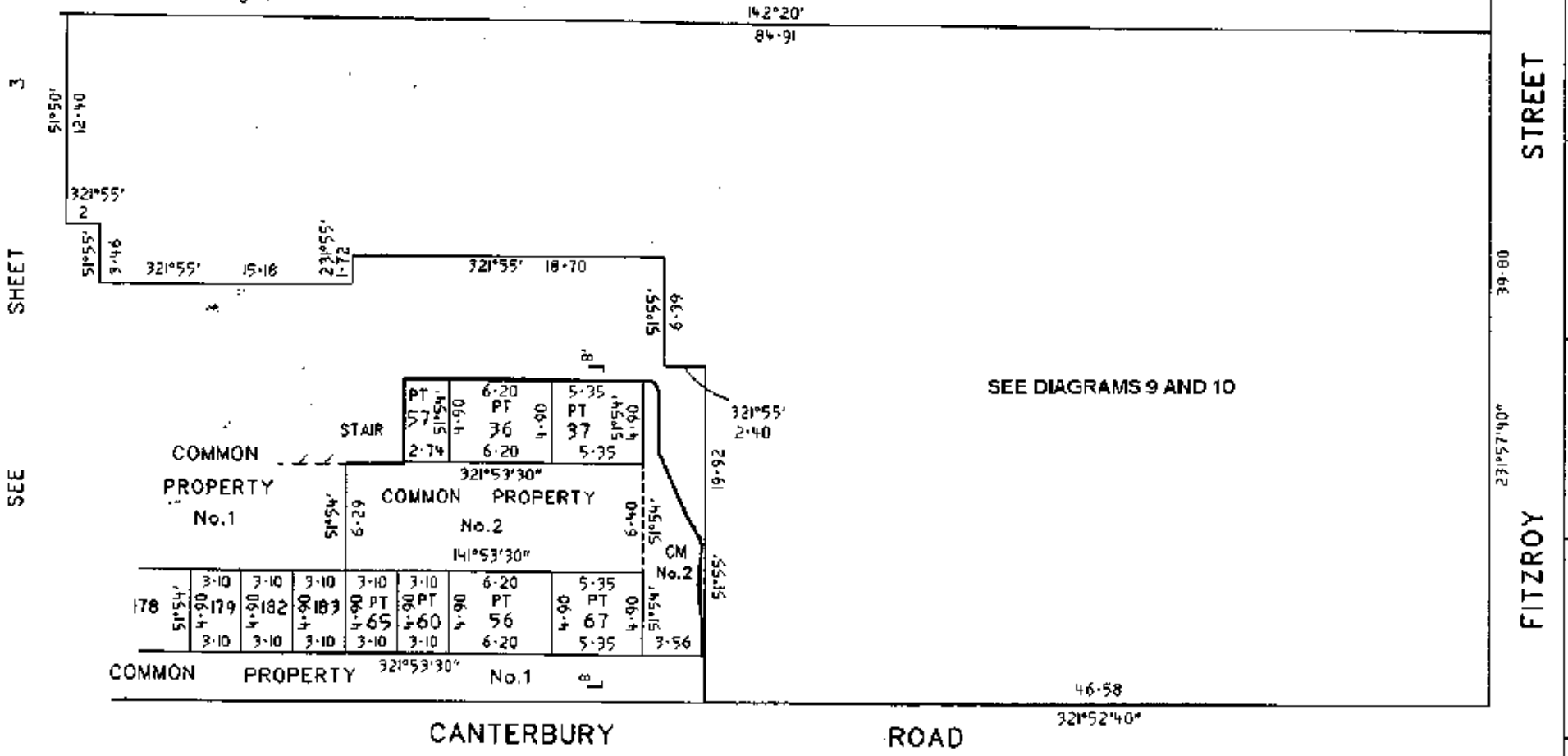
PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

DIAGRAM 3
BASEMENT LEVEL 2 (PART)
(LOWEST BASEMENT LEVEL)





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942 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au
CAD REF: PC44\DATA\4200\4279A_1.001

ORIGINAL SHEET SIZE A3 | SCALE 1:250

SCALE 2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE _____ DATE __/__/__

REF 4279A/1 VERSION 1

SHEET 4 OF 32 SHEETS

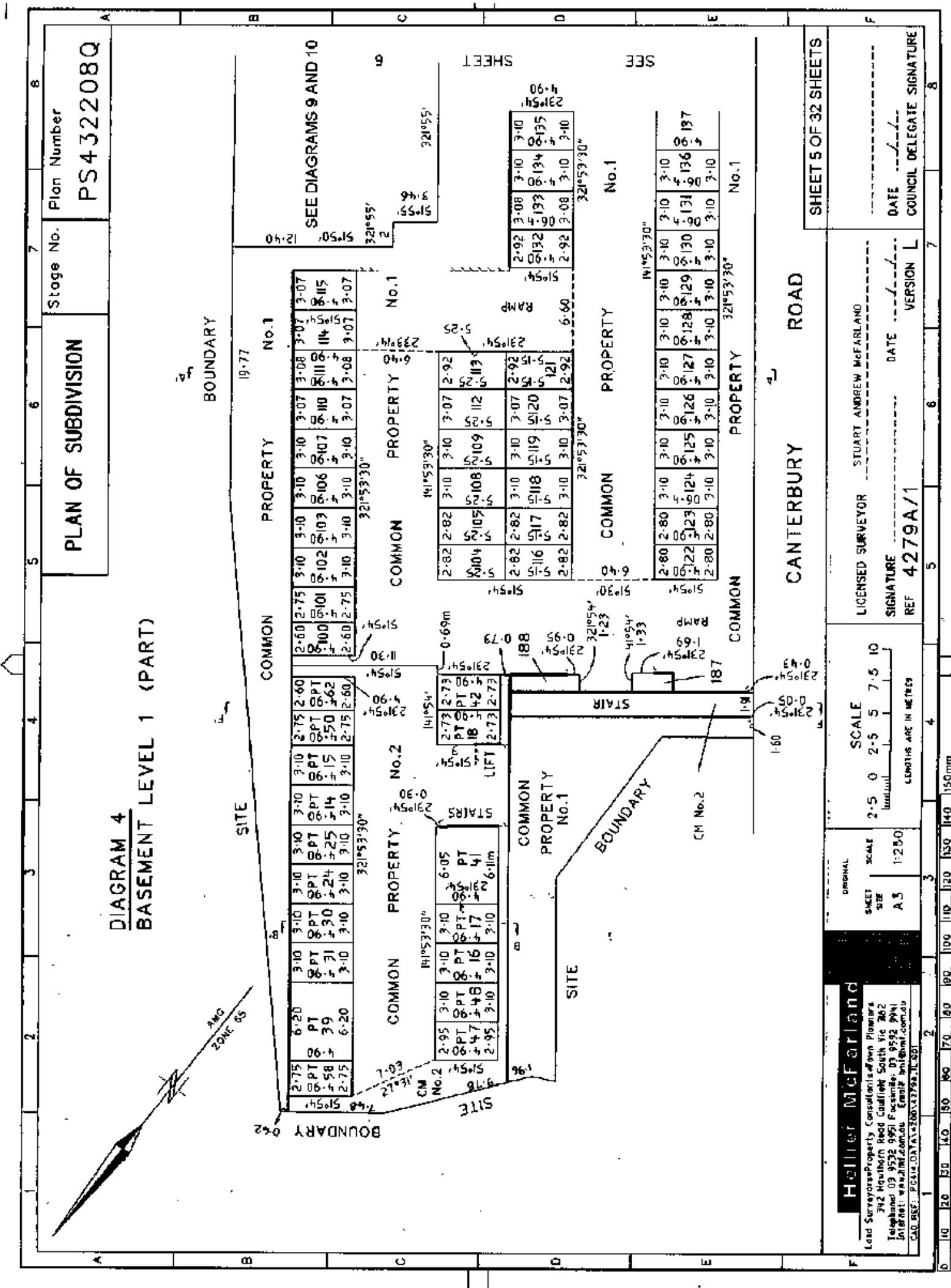
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PLAN OF SUBDIVISION

Stage No.

Plan Number PS4322080

DIAGRAM 5
BASEMENT LEVEL 1 (PART)



SEE DIAGRAMS 9 AND 10

COMMON PROPERTY No.1

COMMON PROPERTY No.2

STAIRS

SHEET 5

SEE SHEET 5

FITZROY STREET

CANTERBURY ROAD

COMMON PROPERTY No.1

Holmes Mc Farland	A3	1:250

SCALE 2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

SHEET 6 OF 32 SHEETS

DATE ../../..

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

SCALE OF ENLARGEMENT 0 1 2

DIAGRAM 6
GROUND STOREY (PART)

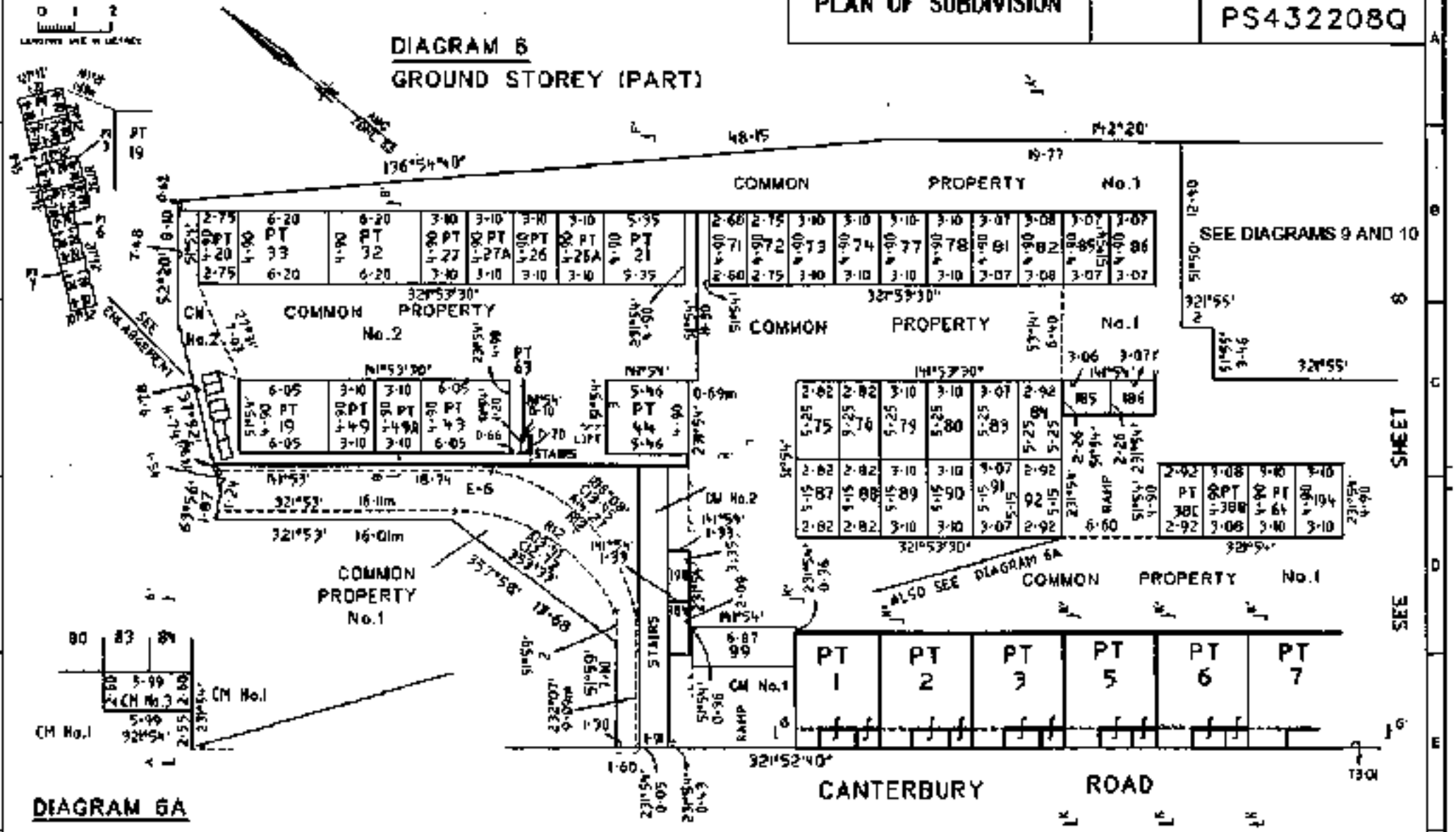


DIAGRAM 6A
GROUND STOREY (PART)

CM NO.3 LIES ABOVE LOTS 91 & 92 - SEE CROSS SECTION A-A FOR DETAILS

SHEET 7 OF 32 SHEETS

ORIGINAL SHEET SIZE A3 SCALE 1:250

SCALE 2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

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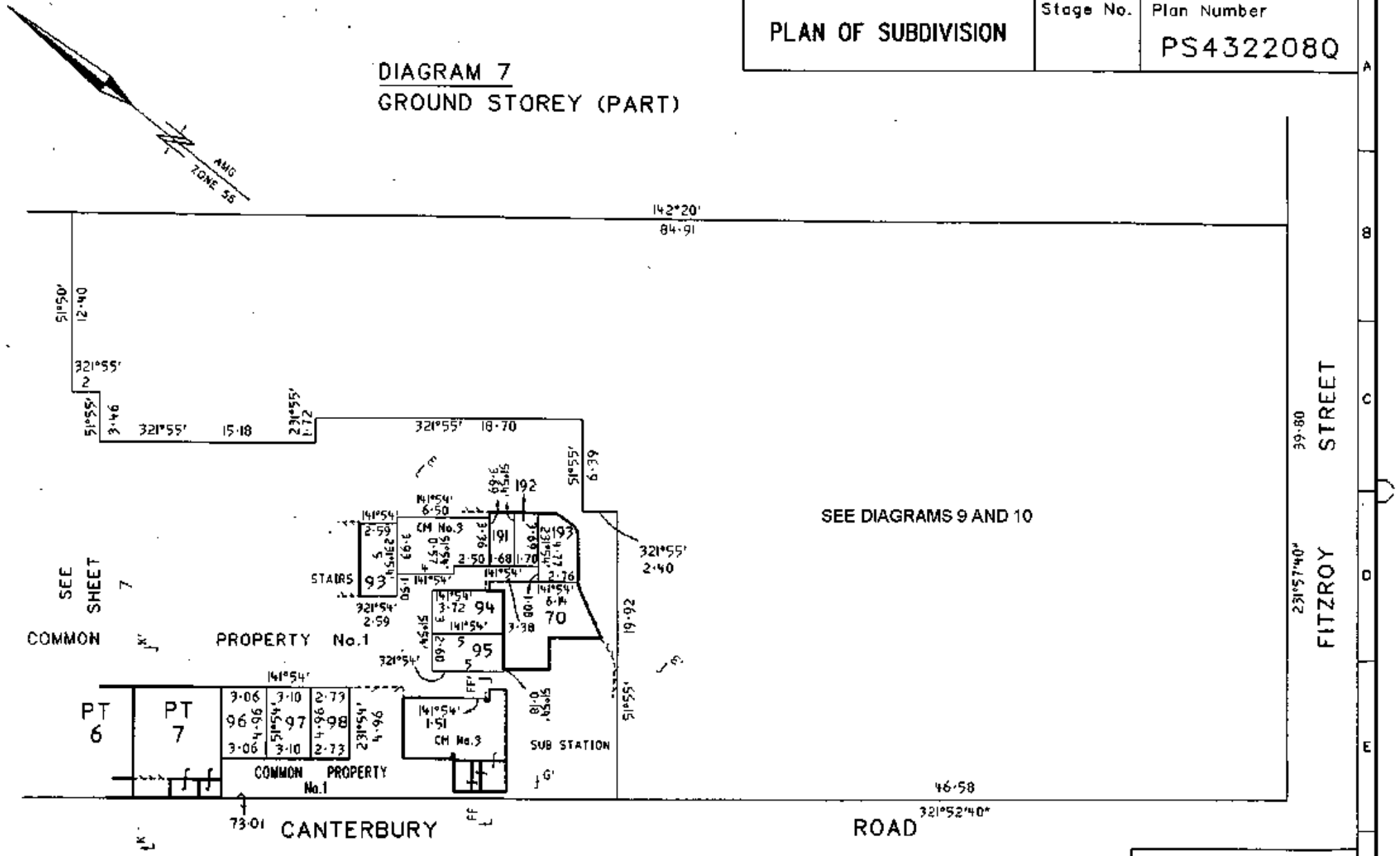
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS432208Q

DIAGRAM 7
GROUND STOREY (PART)



SHEET 8 OF 32 SHEETS

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9944
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PC414_DATA\4200\4279A_1L.001

ORIGINAL SHEET SIZE	SCALE
A3	1:250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE _____ DATE ___/___/___

REF 4279A/1 VERSION L

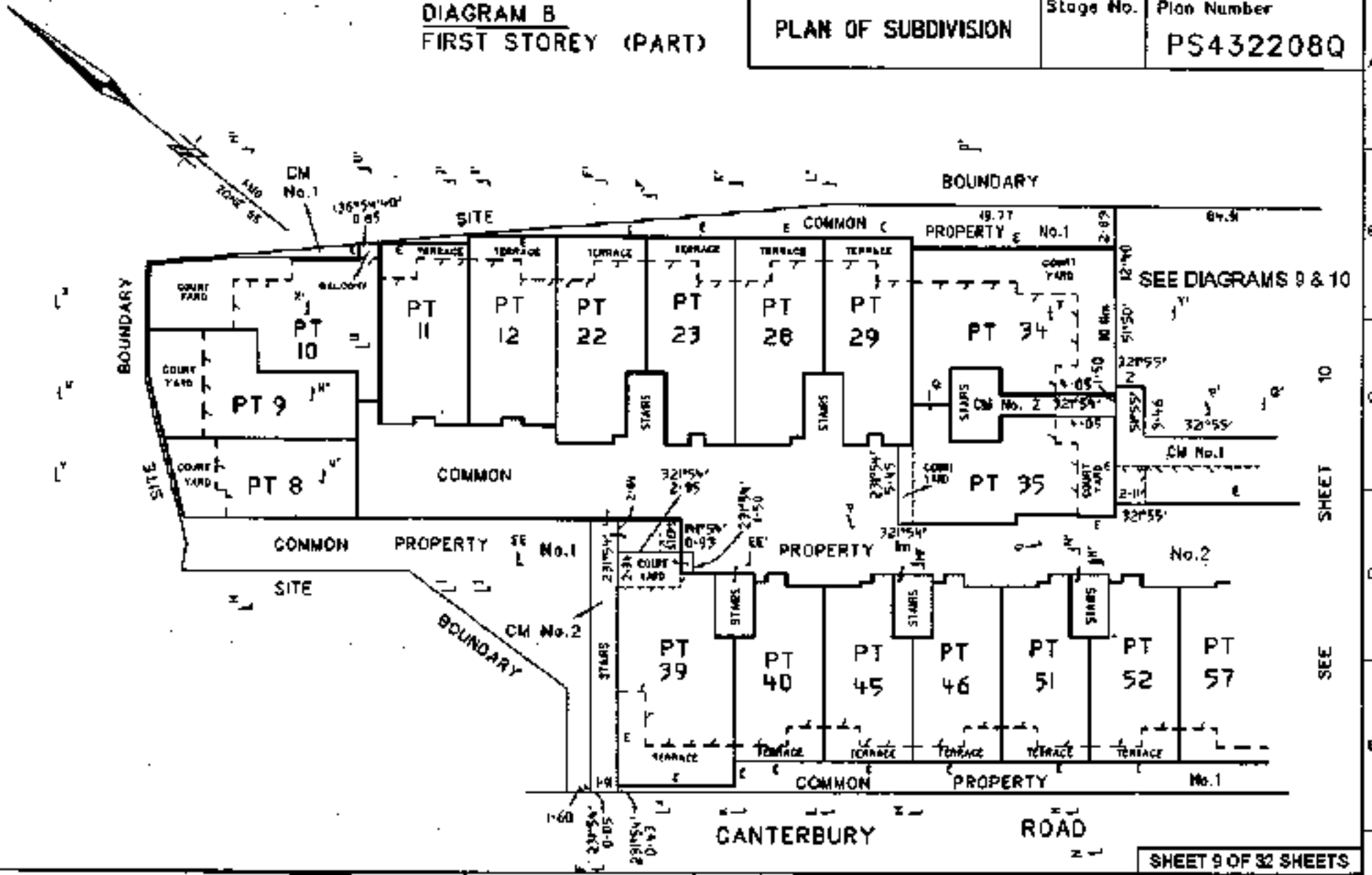
DATE ___/___/___

COUNCIL DELEGATE SIGNATURE

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DIAGRAM B
FIRST STOREY (PART)

PLAN OF SUBDIVISION | Stage No. | Plan Number PS432208Q



SHEET 9 OF 32 SHEETS

Peter McFarland Land Surveyors/Property Consultants/Town Planners 312 Hawthorn Road Caulfield South Vic 3162 Telephone 03 9532 9958 Facsimile 03 9532 0960 Internet: www.peterm.com.au Email: mail@peterm.com.au	ORIGINAL SHEET SIZE A3	SCALE 1:250	SCALE 2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE ..... DATE ../../..
REF 4279A/1 VERSION L

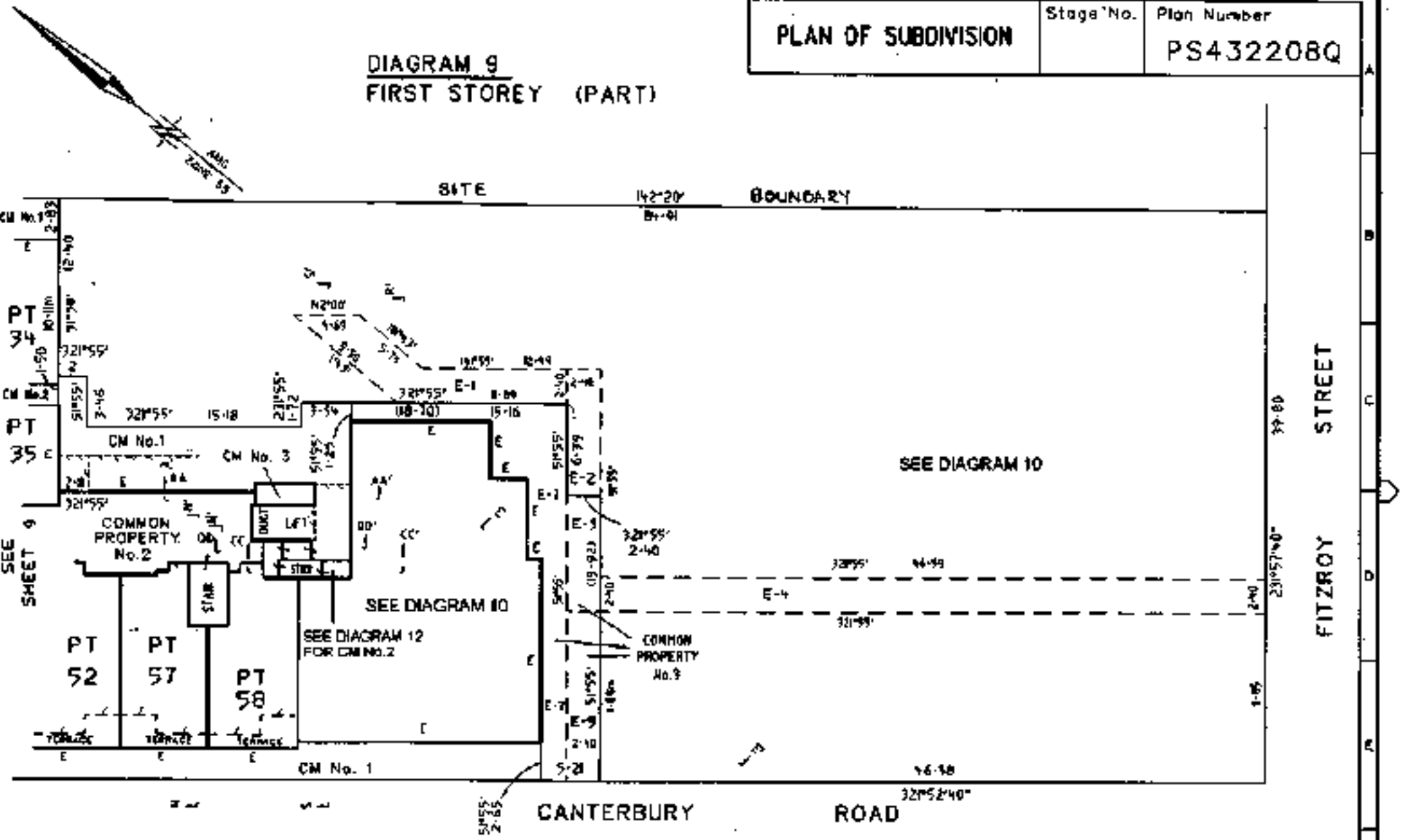
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COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS432208Q

DIAGRAM 9
FIRST STOREY (PART)



SHEET 10 OF 32 SHEETS

SHEET SIZE: A3	SCALE: 1:250	SCALE 2·5 0 2·5 5 7·5 10 (metres)	LICENSED SURVEYOR: STUART ANDREW McFARLAND
			SIGNATURE ..... DATE ../../..
			REF 4279A/1 VERSION L
			DATE ../../.. COUNCIL DELEGATE SIGNATURE

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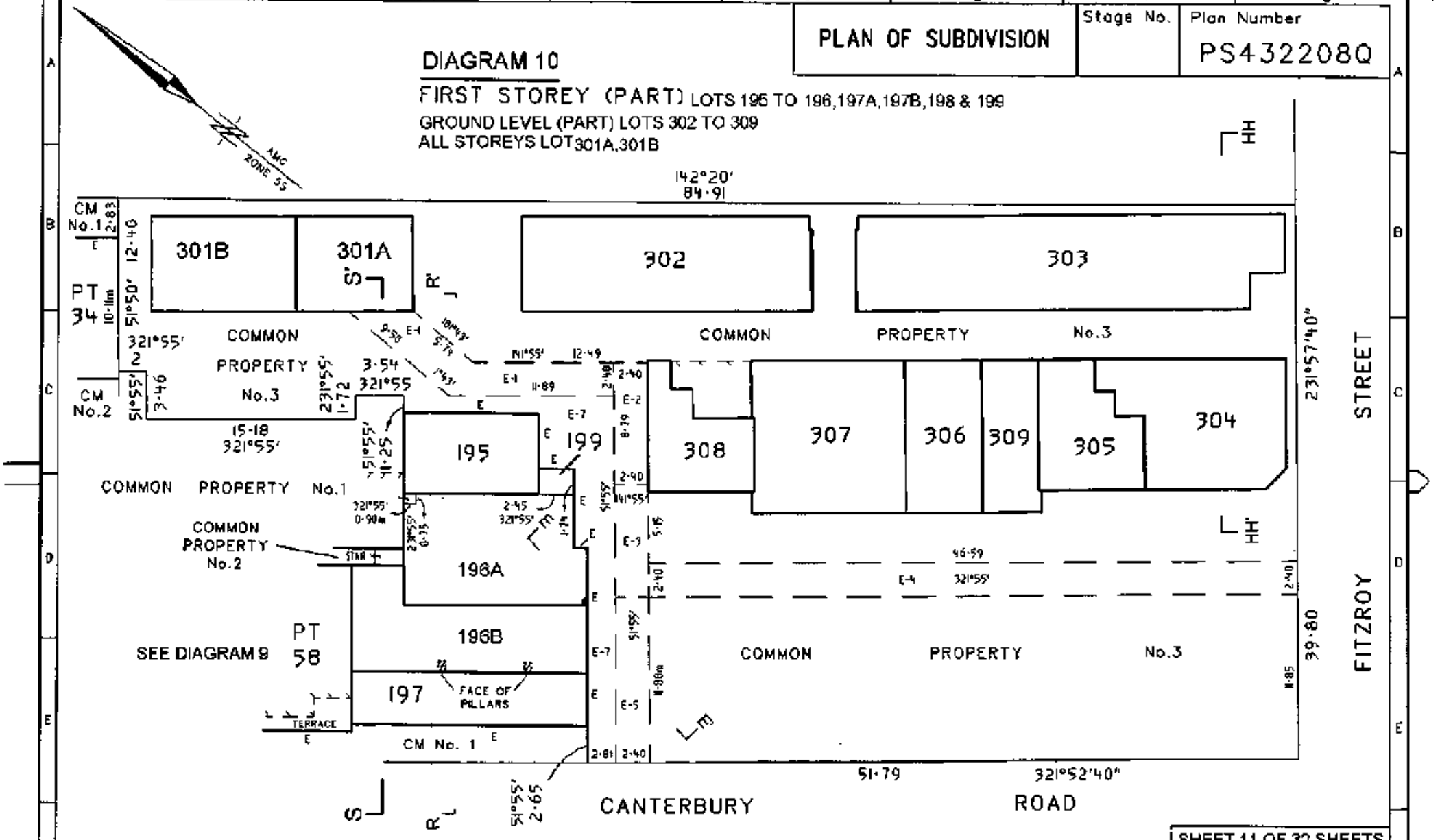
PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

DIAGRAM 10

FIRST STOREY (PART) LOTS 195 TO 196,197A,197B,198 & 199
GROUND LEVEL (PART) LOTS 302 TO 309
ALL STOREYS LOT 301A,301B



SHEET 11 OF 32 SHEETS

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au
SAD REF: PCG-GNS_DATA\49\4966\4966_K.DGN

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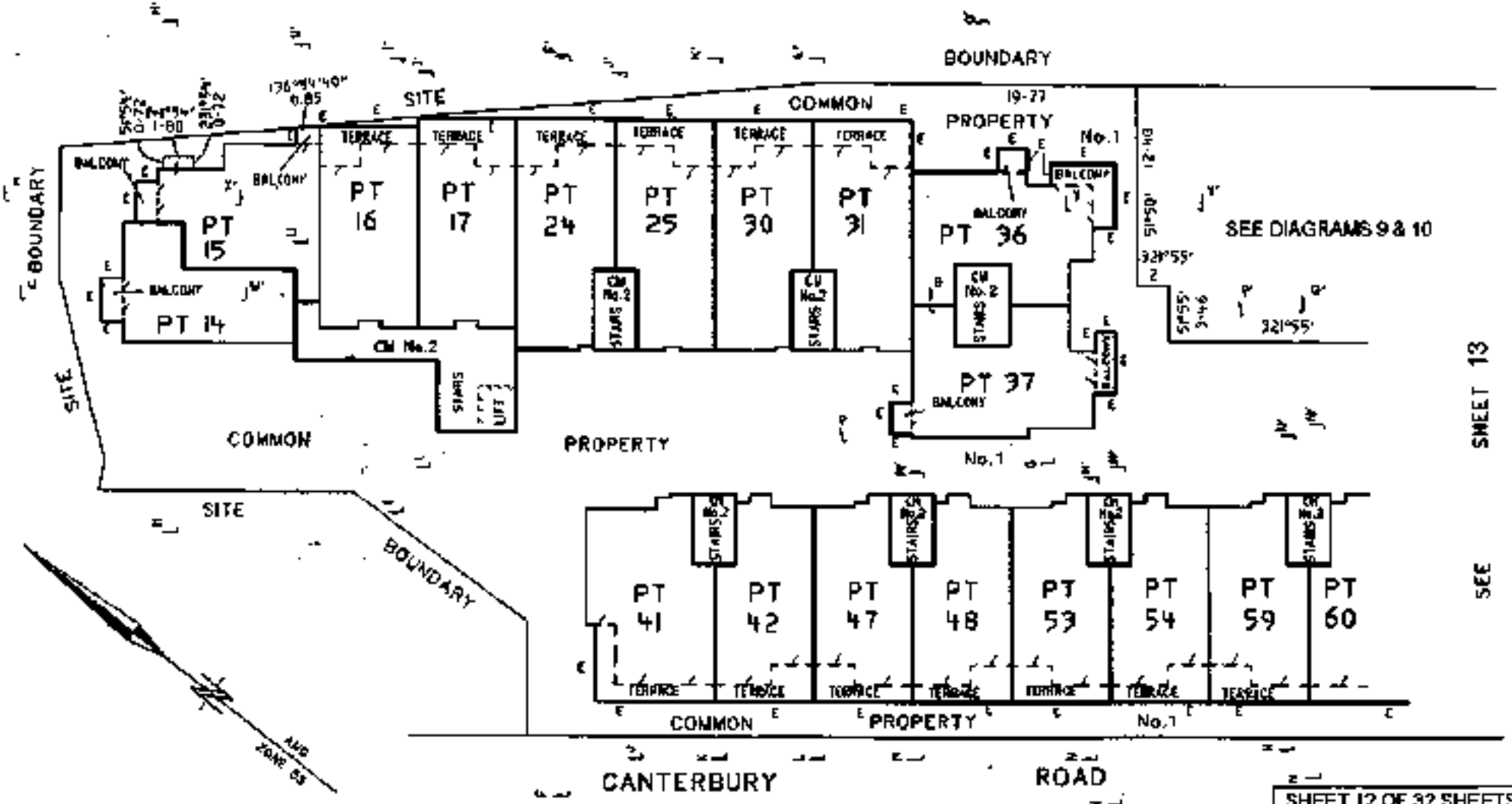
SCALE 2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE ..... DATE ../../..
REF 4966/1 VERSION K

DATE ../../..
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS432208Q

DIAGRAM 11
SECOND STOREY (PART)



SHEET 12 OF 32 SHEETS

Meyer Mollard	SHEET SIZE A3	SCALE 1:250	LICENSED SURVEYOR STUART ANDREW McFARLAND	DATE / /
Land Surveyors & Property Consultants & Town Planners 142 Hawthorn Road Caulfield South Vic 3162 Telephone: 03 9532 9911 Facsimile: 03 9532 9911 Internet: www.mmf.com.au Email: mmf@mmf.com.au		SCALE 2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES	SIGNATURE ..... DATE	COUNCIL DELEGATE SIGNATURE
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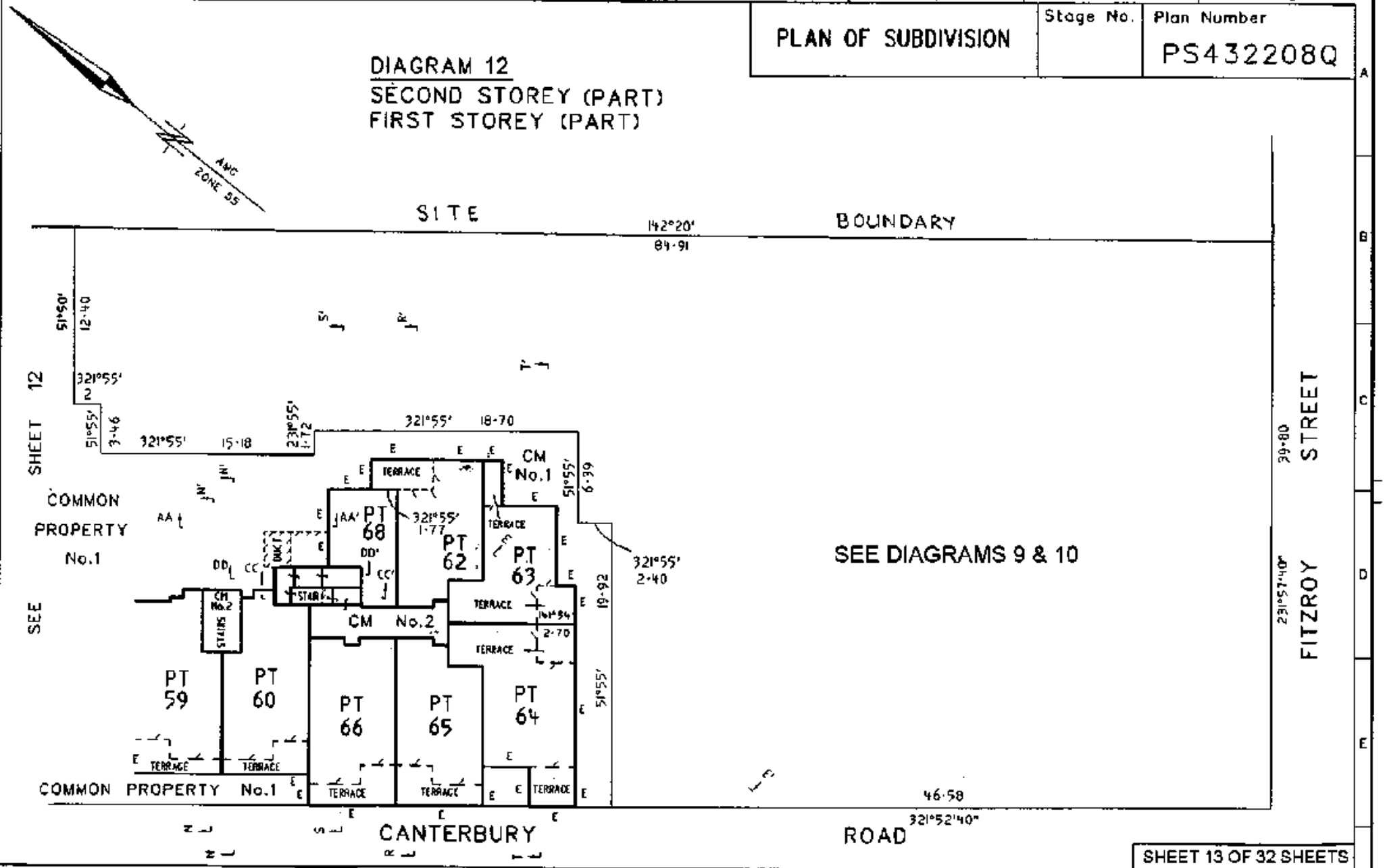
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PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS432208Q

DIAGRAM 12

SECOND STOREY (PART)
FIRST STOREY (PART)



SHEET 13 OF 32 SHEETS

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9911
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PC414_DATA\4200\4279A_R.C01

ORIGINAL SHEET SIZE A3 | SCALE 1:250

SCALE 2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
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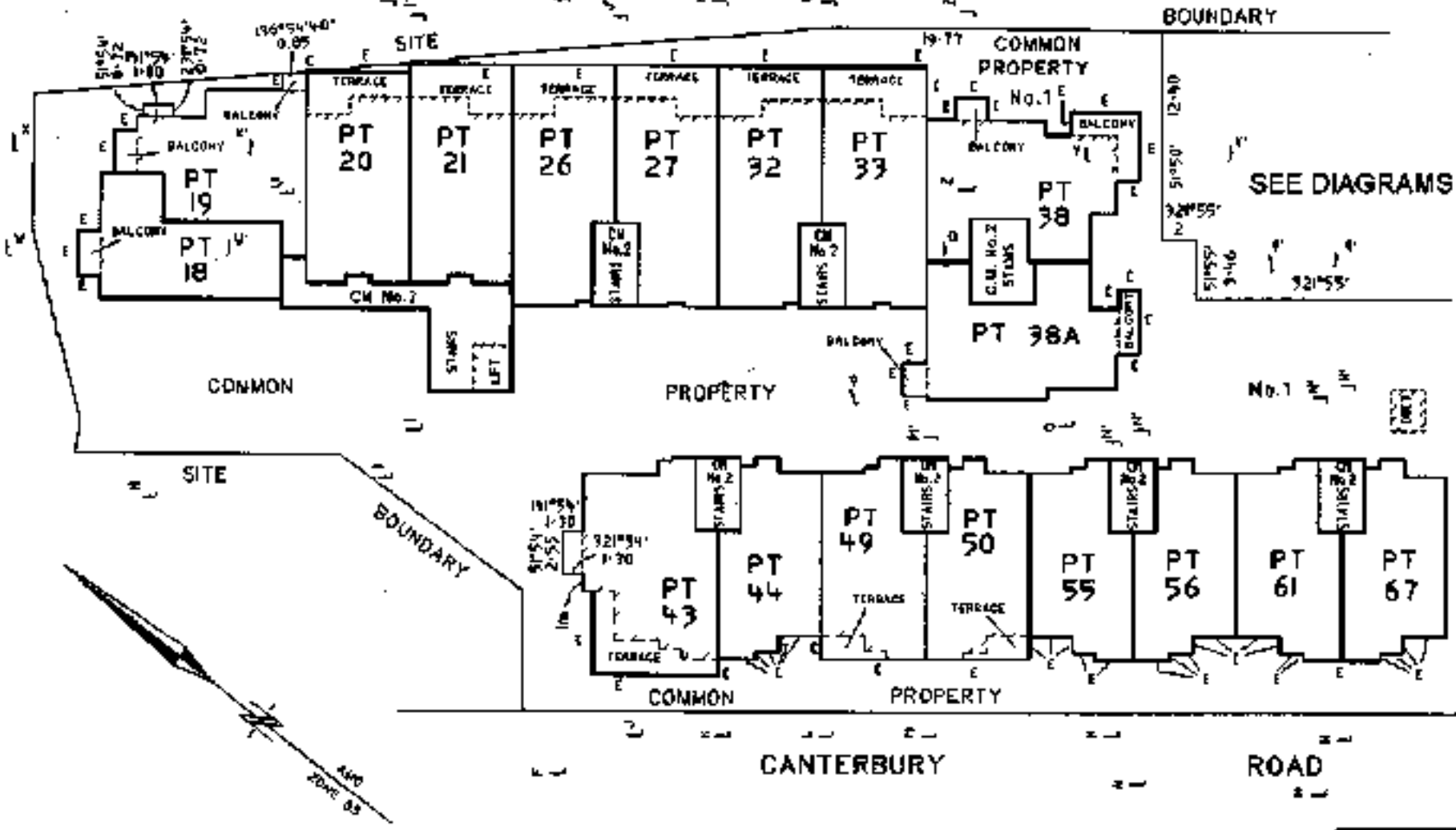
DATE ../../..
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

DIAGRAM 13
THIRD STOREY



SHEET 14 OF 32 SHEETS

Hall & Wilcox
Land Surveyors Property Consultants Town Planners
342 Waverley Road Oakleigh South Vic 3167
Telephone: 03 9562 3939 Facsimile: 03 9562 4011
Internet: www.hwl.com.au Email: hwl@hwl.com.au

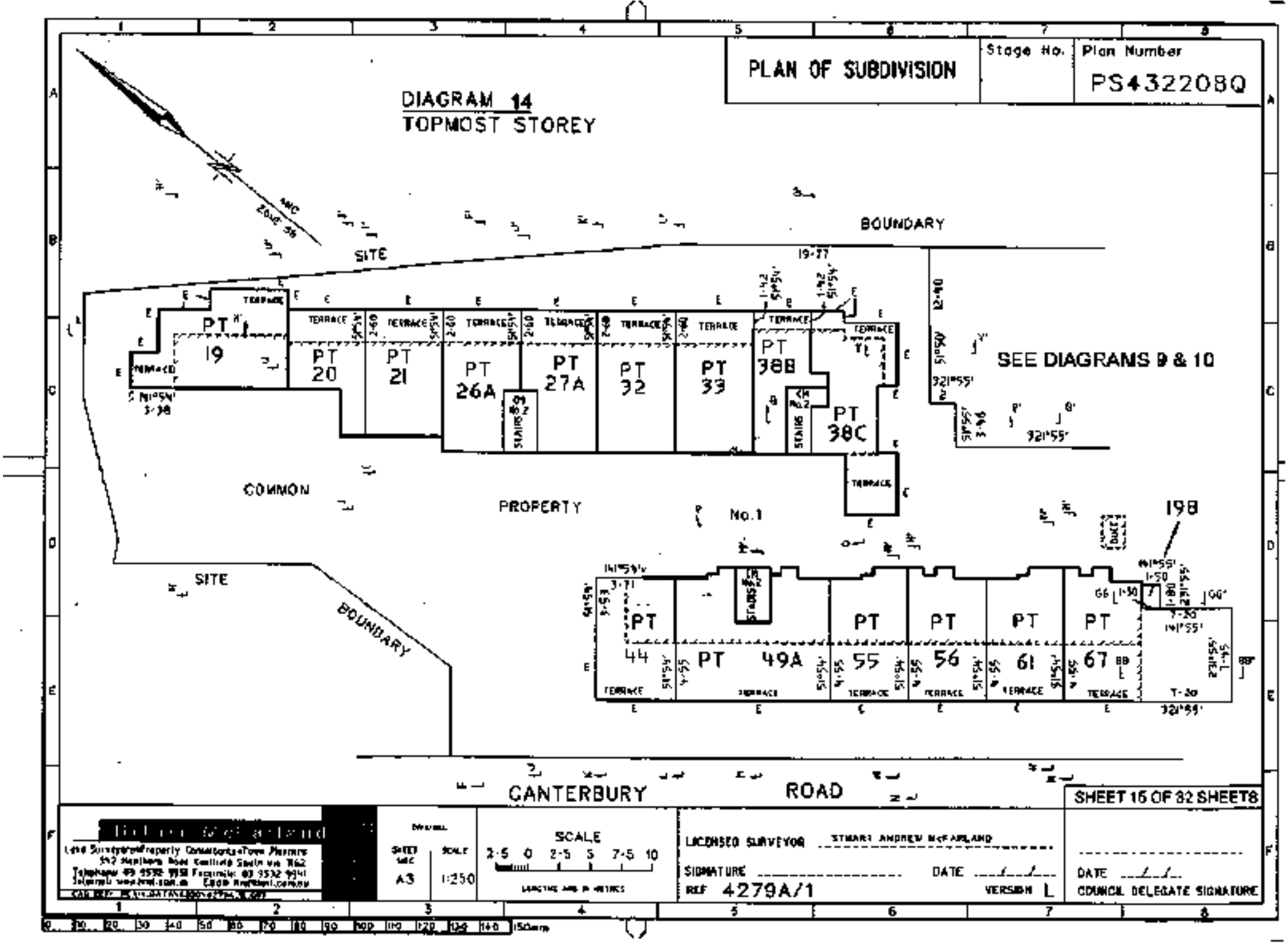
DRAWING SHEET SIZE A3 SCALE 1:250

SCALE 2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE ..... DATE ../../..
REF 4279A/1 VERSION 1

DATE ../../..
COUNCIL DELEGATE SIGNATURE

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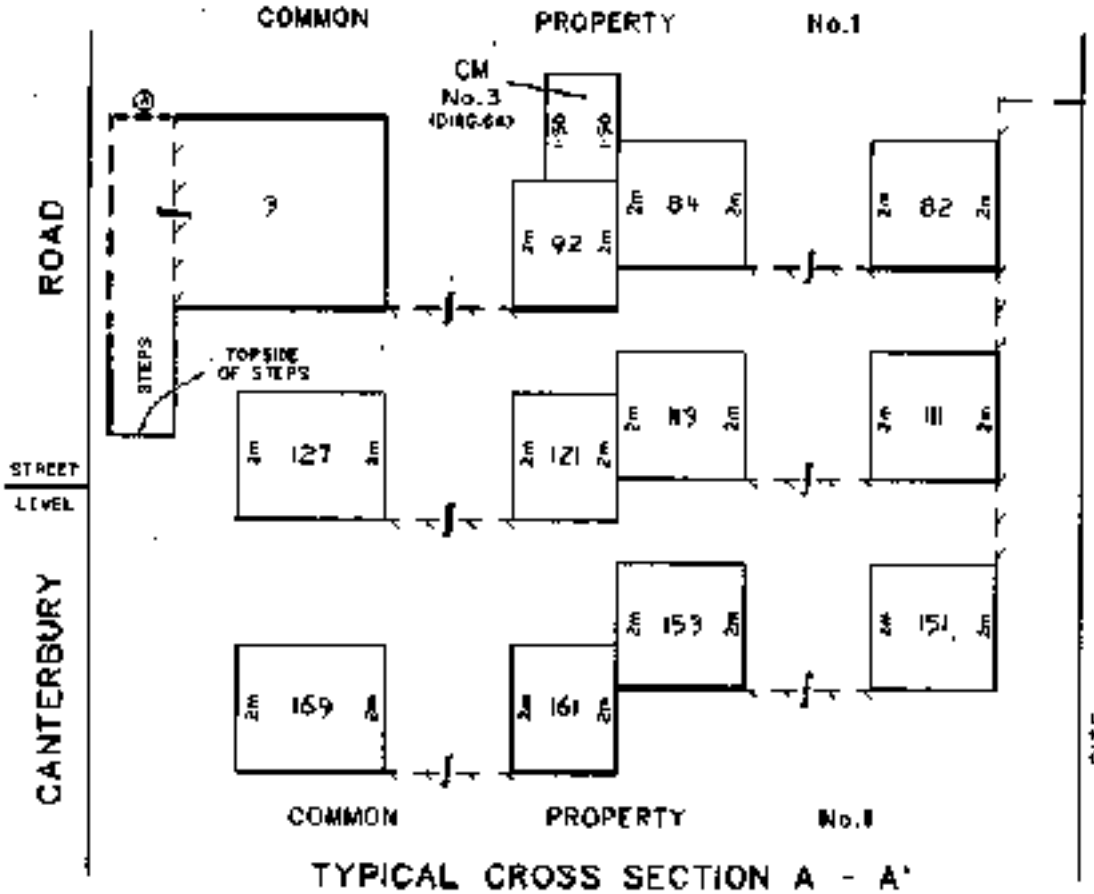

PLAN OF SUBDIVISION
Stage No.
Plan Number
PS432208Q
DIAGRAM 14
TOPMOST STOREY
BOUNDARY
SITE
SEE DIAGRAMS 9 & 10
COMMON
PROPERTY
No.1
198
SITE
BOUNDARY
CANTERBURY
ROAD
PT 19
PT 20
PT 21
PT 26A
PT 27A
PT 32
PT 33
PT 38B
PT 38C
PT 44
PT 49A
PT 55
PT 56
PT 61
PT 67
TERRACE
STAIRS
SCALE
1:250
A3
LICENSED SURVEYOR
STUART ANDREW McFARLAND
SIGNATURE
DATE
REF 4279A/1
VERSION L
SHEET 16 OF 32 SHEETS
DATE
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

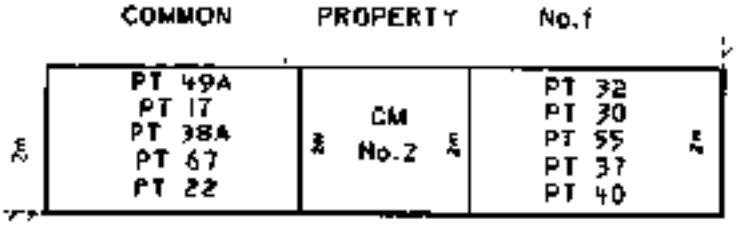
Plan Number PS432208Q



TYPICAL CROSS SECTION A - A'

NOT TO SCALE

THIS CROSS SECTION IS TYPICAL FOR LOTS 71 TO 190 AND 194 ON DIAGRAMS 2 TO 7
AND
PART LOTS 1 TO 3, PART LOTS 5 TO 12, PART LOTS 14 TO 26, PART LOT 26A, PART LOT 27, PART LOT 27A, PART LOTS 28 TO 38, PART LOT 38A, PART LOT 38B, PART LOT 38C, PART LOTS 39 TO 48, PART LOT 48A, PART LOTS 50 TO 68 ON DIAGRAMS 2 TO 7.



TYPICAL CROSS SECTION B - B'

NOT TO SCALE

(TYPICAL FOR COMMON PROPERTY No.2 - BASEMENT LEVEL 2
- BASEMENT LEVEL 1
- GROUND STOREY)

Land Surveyors•Property Consultants•Town Planners
712 Horsham Road Cranbourne South Vic 3977
Telephone 03 5572 9951 Facsimile 03 5572 9991
[illegible]

SHEET 16 OF 32 SHEETS

ORIGINAL SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

DATE ../../..

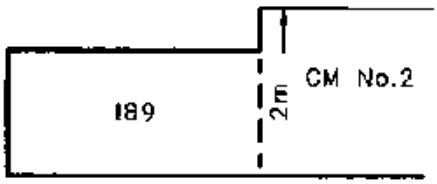
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS432208Q

COMMON PROPERTY No.1



COMMON PROPERTY No.1

DIAGRAM 5
BASEMENT LEVEL 1

CROSS SECTION C - C'

NOT TO SCALE

COMMON PROPERTY No.1

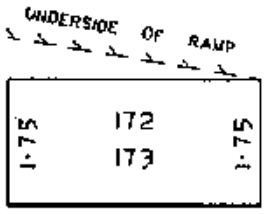
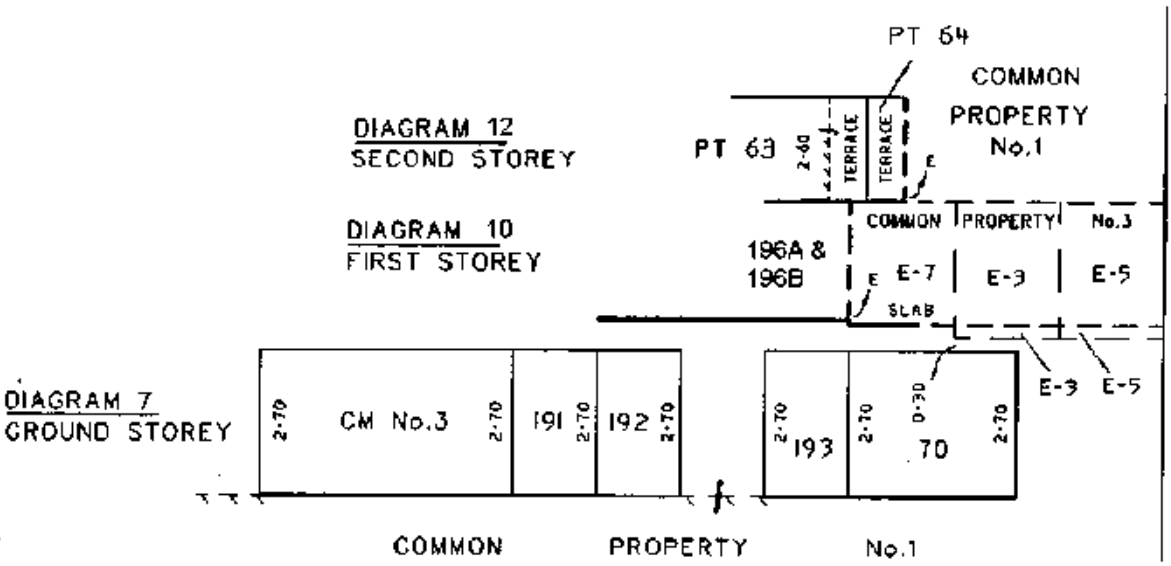


DIAGRAM 2
BASEMENT LEVEL 2

COMMON PROPERTY No.1

CROSS SECTION D - D'

NOT TO SCALE



CROSS SECTION E - E'

NOT TO SCALE

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9958 Facsimile: 03 9532 9940
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PCS:\DATA\4200\N279A.K.002

ORIGINAL SHEET SIZE A3 | SCALE | SCALE — LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE _____ DATE __/__/__

REF 4279A/1 VERSION L

SHEET 17 OF 32 SHEETS

DATE __/__/__

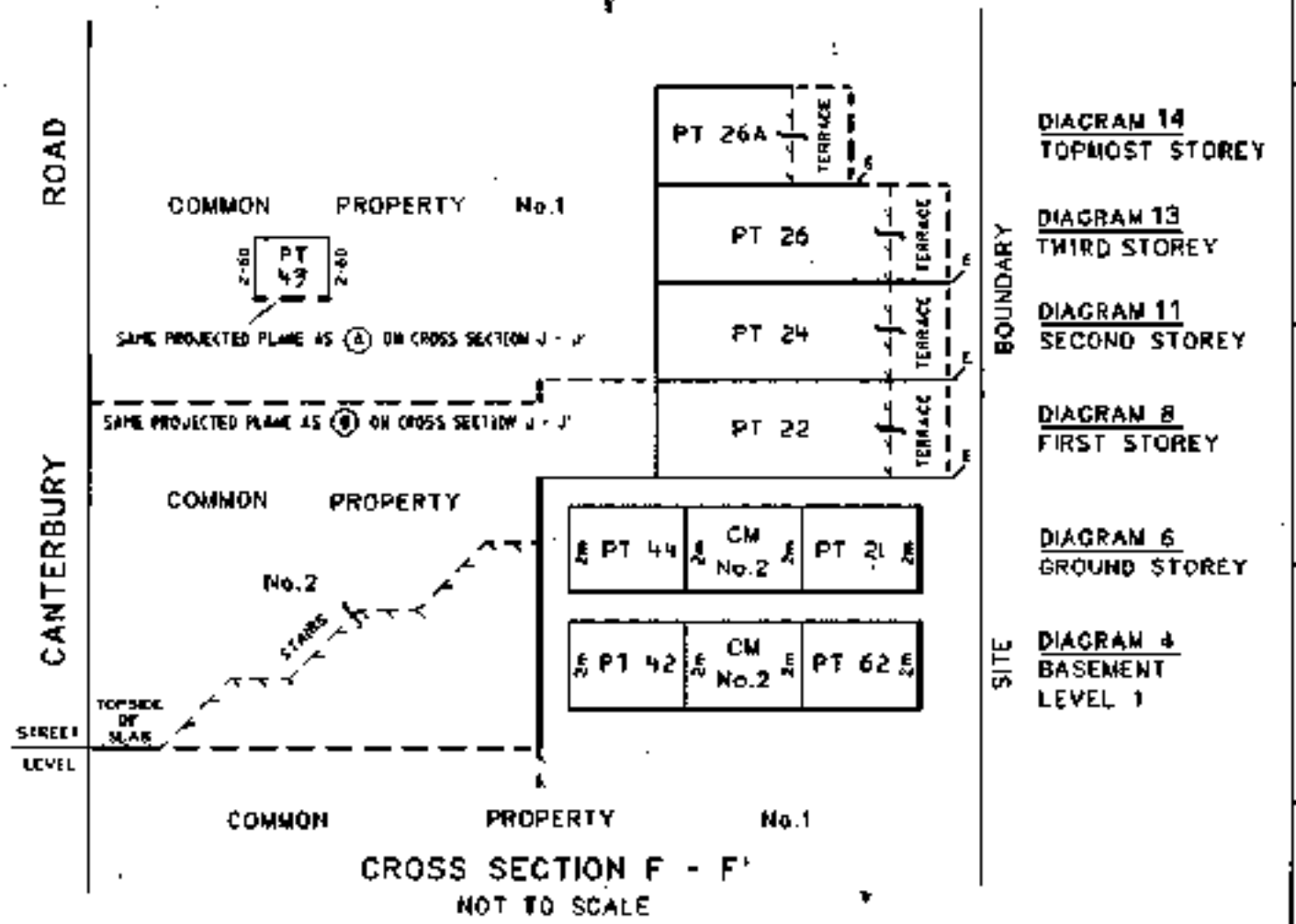
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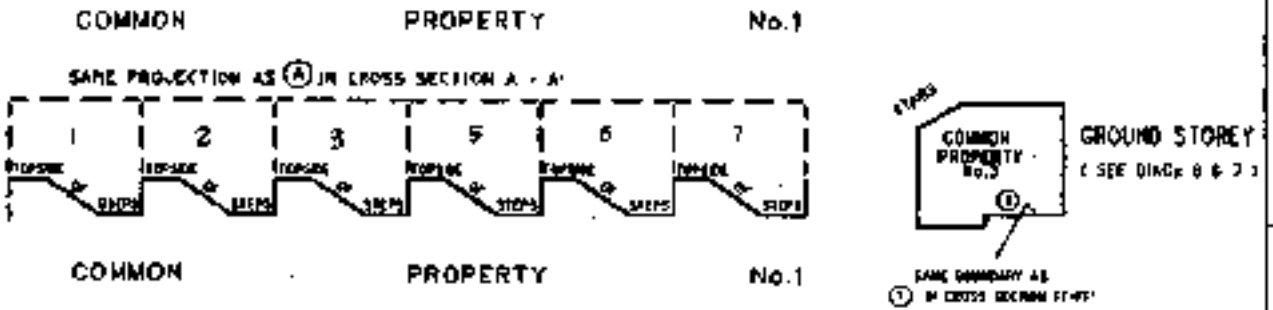
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS432208Q



CROSS SECTION F - F'
NOT TO SCALE



CROSS SECTION G - G'
NOT TO SCALE

Harrison Partners
Land Surveyors-Property Consultants-Town Planners
392 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9999 Facsimile: 03 9532 9990
Internet: www.harrisonpartners.com.au Email: harrison@harrisonpartners.com.au

ORIGINAL SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ...../...../.....

REF 4279A/1 VERSION L

SHEET 18 OF 32 SHEETS

DATE ...../...../.....

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

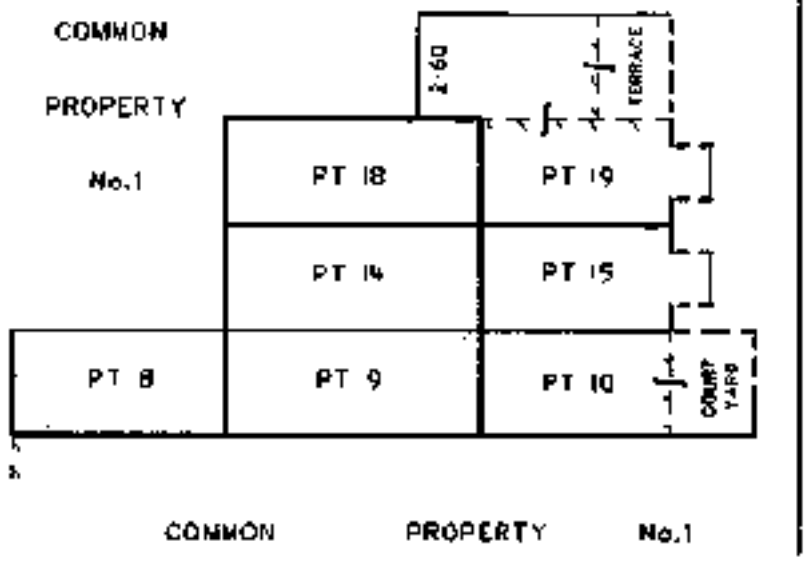


DIAGRAM 14
TOPMOST STOREY

DIAGRAM 13
THIRD STOREY

DIAGRAM 11
SECOND STOREY

DIAGRAM 8
FIRST STOREY

CROSS SECTION H - H'
NOT TO SCALE

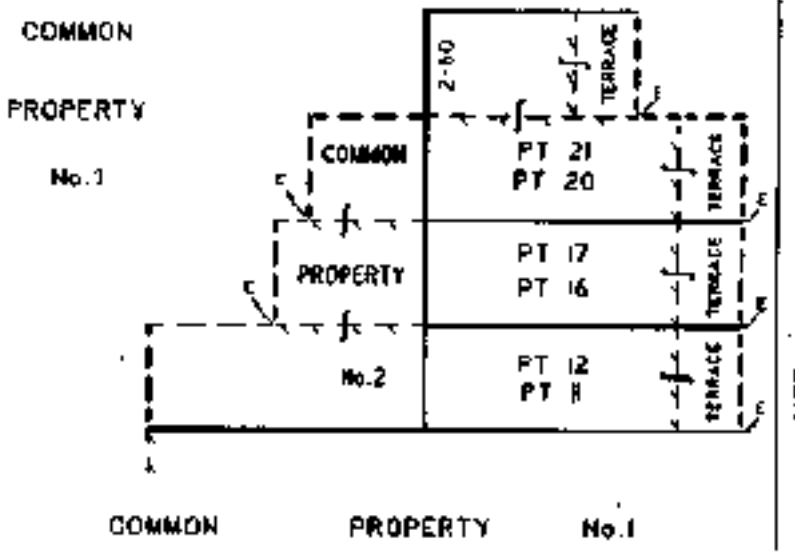


DIAGRAM 14
TOPMOST STOREY

DIAGRAM 13
THIRD STOREY

DIAGRAM 11
SECOND STOREY

DIAGRAM 8
FIRST STOREY

CROSS SECTION I - I'
NOT TO SCALE

[redacted]

SHEET 19 OF 32 SHEETS

SCALE

SHEET SIZE A3

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE .../.../...

REF 4279A/1 VERSION L

DATE .../.../...

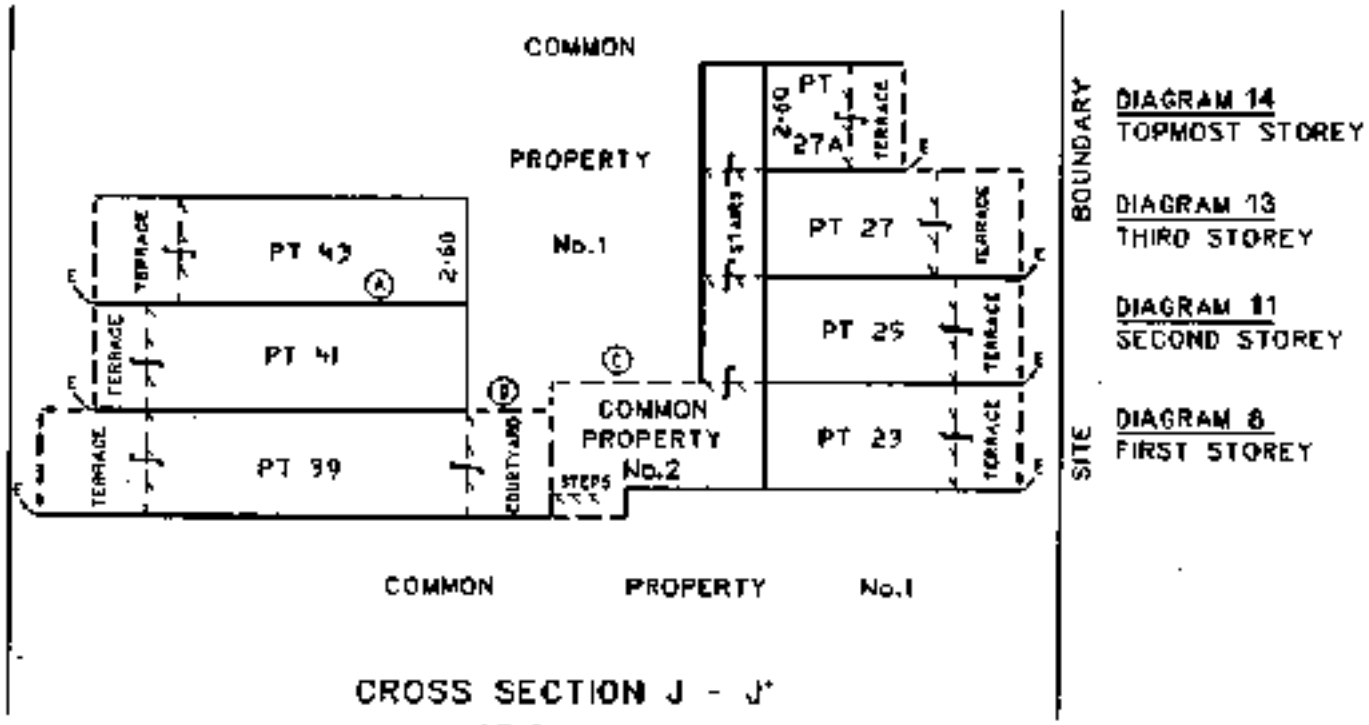
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

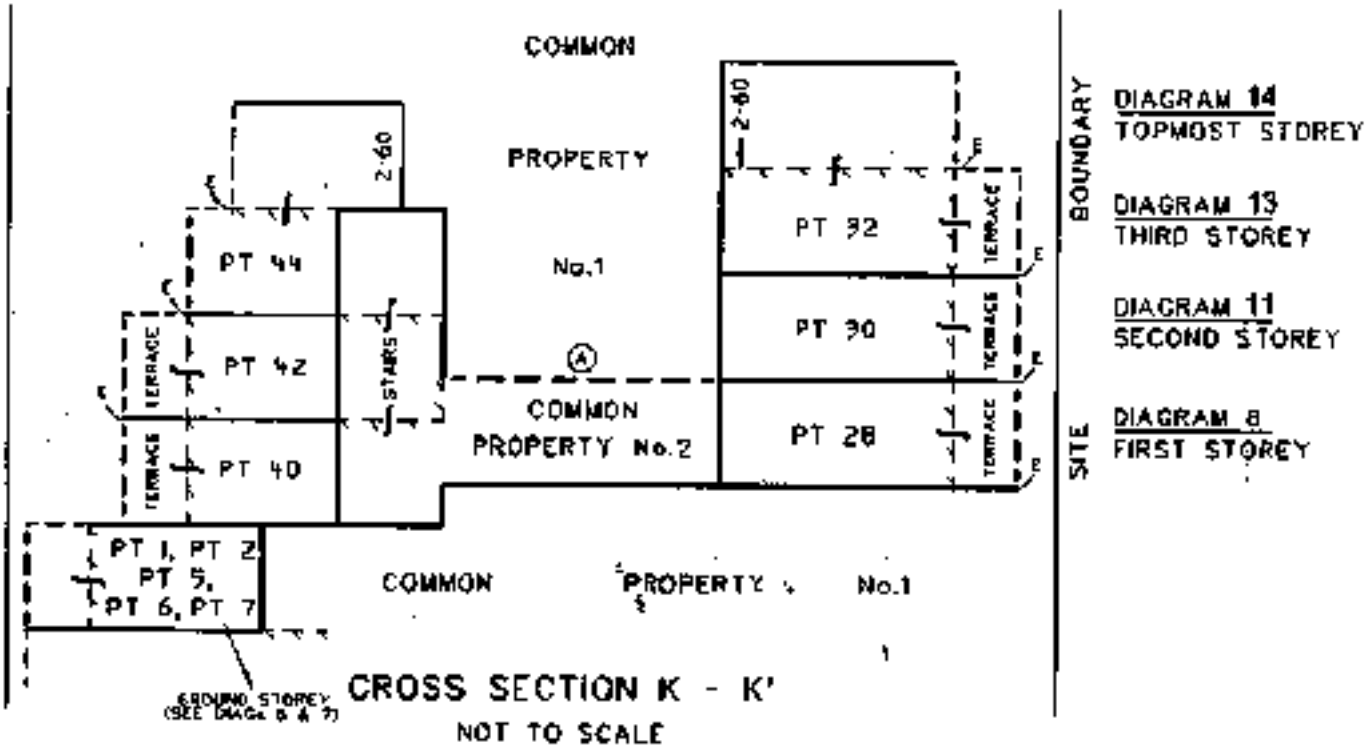
Stage No.

Plan Number PS432208Q



CROSS SECTION J - J'

NOT TO SCALE



CROSS SECTION K - K'

NOT TO SCALE

Hollier McFarland
Land Surveyors Property Consultants Town Planners
342 Ringwood Road Croydon South Vic 3142
Telephone 03 9533 9451 Facsimile 03 9533 9344
Internet www.hollier.com.au Email hollier@hollier.com.au

SHEET 20 OF 32 SHEETS

SCALE

SHEET SIZE A3

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

DATE ../../..

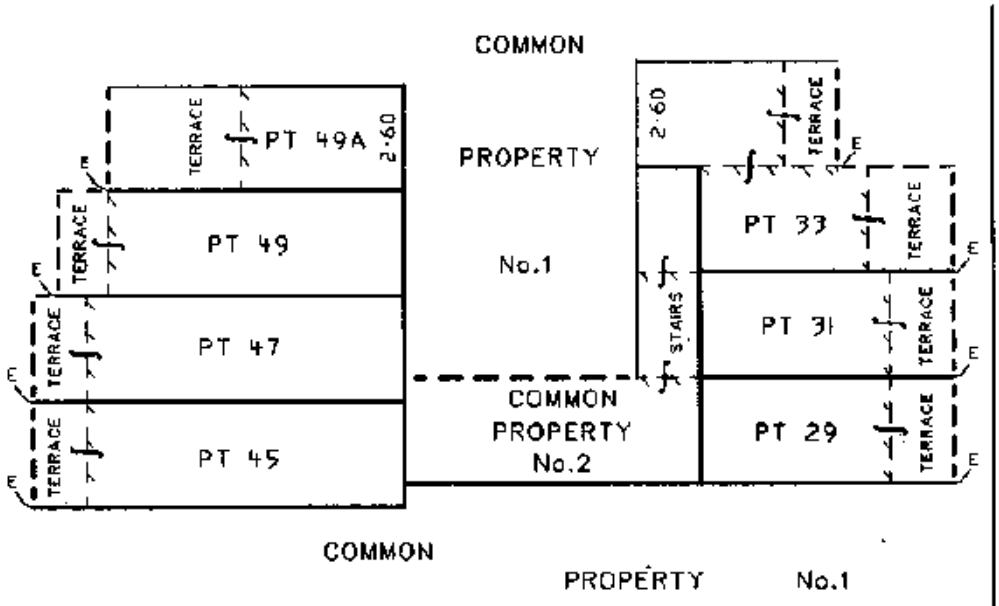
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 10/05/2023 14:08 Page 21 of 31

PLAN OF SUBDIVISION

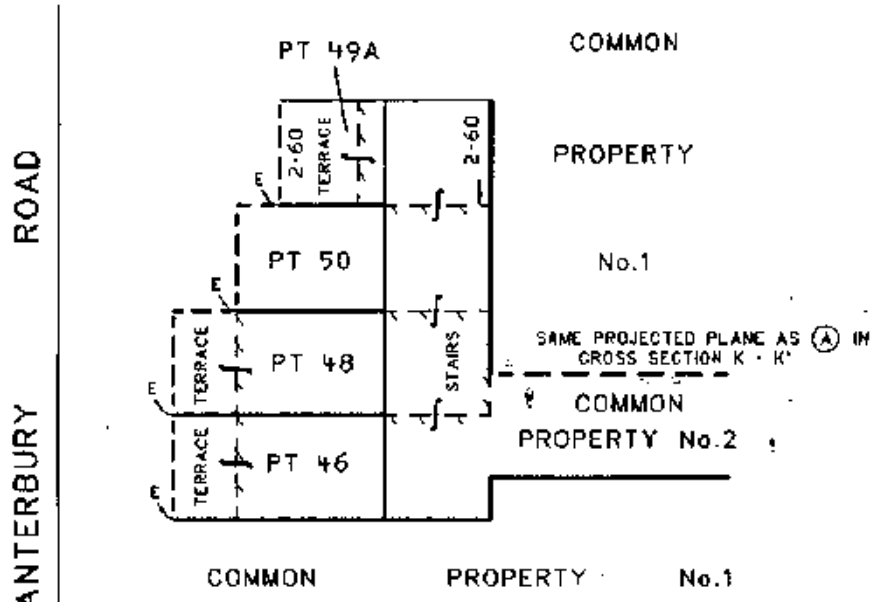
Stage No.

Plan Number PS432208Q



CROSS SECTION L - L'

NOT TO SCALE



CROSS SECTION M - M'

NOT TO SCALE

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9941
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: P:\cad\DATA\4200\4279A\8.002

ORIGINAL

SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE _____ DATE ___/___/___

REF 4279A/1 VERSION 1

SHEET 21 OF 32 SHEETS

DATE ___/___/___

COUNCIL DELEGATE SIGNATURE

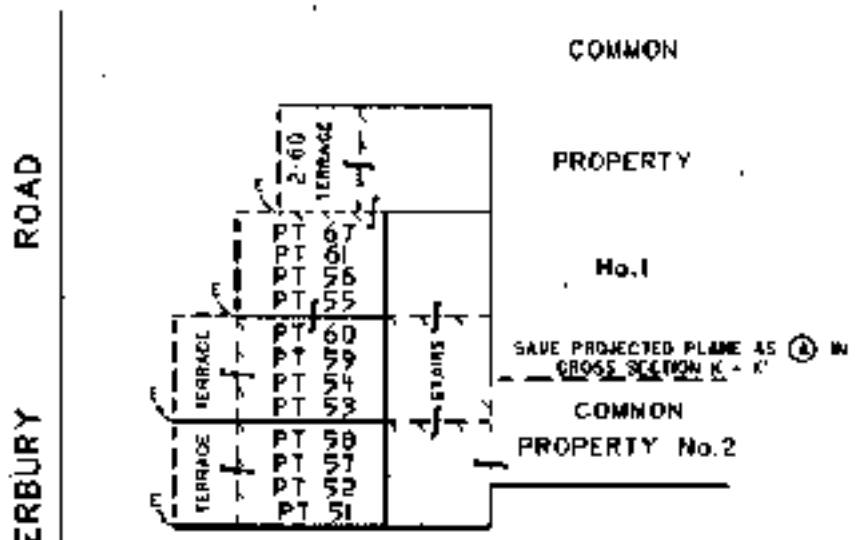
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Delivered by LANDATA® timestamp 10/05/2023 14:05 Page 22 of 32

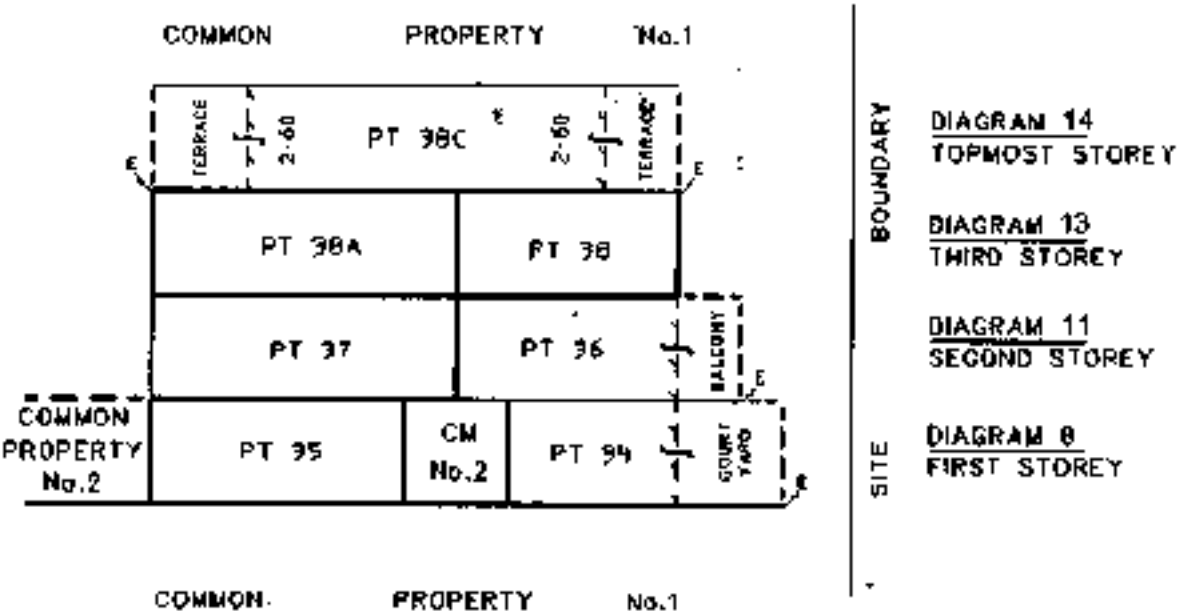
PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q



TYPICAL
CROSS SECTION N - N'
NOT TO SCALE



CROSS SECTION O - O'
NOT TO SCALE

[redacted]
Land Surveyors Property Consultants Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9576 9951 Facsimile: 03 9532 3914
Internet: www.mal.com.au Email: [redacted]

SHEET 22 OF 32 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE | LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

DATE ../../..
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 10/05/2023 14:05 Page 23 of 31

PLAN OF SUBDIVISION

Stage No.

Plan Number PS432208Q

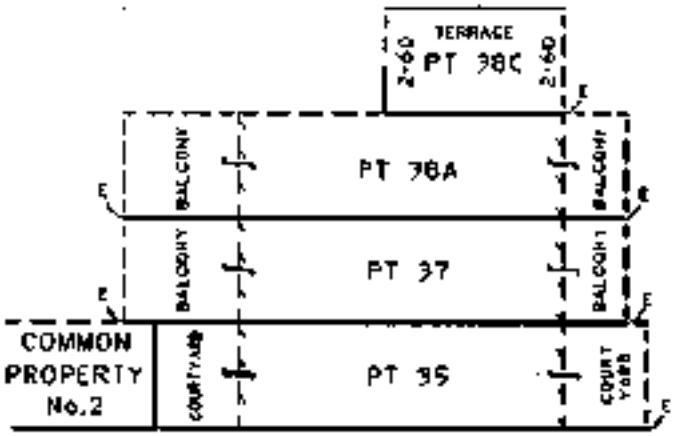
COMMON PROPERTY No.1

DIAGRAM 14 TOPMOST STOREY

DIAGRAM 13 THIRD STOREY

DIAGRAM 11 SECOND STOREY

DIAGRAM 8 FIRST STOREY



SEE DIAGRAMS 9 & 10

COMMON PROPERTY No.1

CROSS SECTION P - P'

NOT TO SCALE

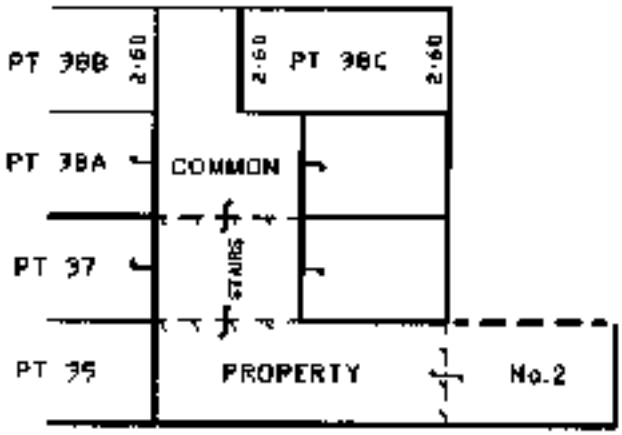
COMMON PROPERTY No.1

DIAGRAM 14 TOPMOST STOREY

DIAGRAM 13 THIRD STOREY

DIAGRAM 11 SECOND STOREY

DIAGRAM 8 FIRST STOREY



SEE DIAGRAMS 9 & 10

COMMON PROPERTY No.1

CROSS SECTION Q - Q'

NOT TO SCALE

[redacted]

SHEET SIZE A3

SCALE

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION 1

SHEET 23 OF 32 SHEETS

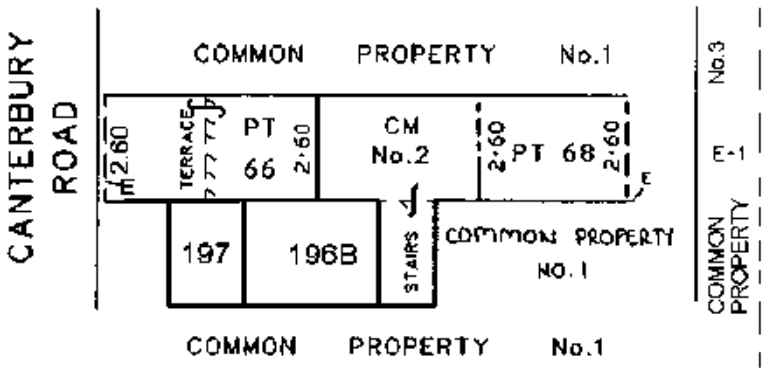
DATE ../../..

COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 10/05/2023 14:08 Page 24 of 31

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS432208Q



301A

DIAGRAM 12
SECOND STOREY

DIAGRAM 10
FIRST STOREY

CROSS SECTION S - S'

NOT TO SCALE

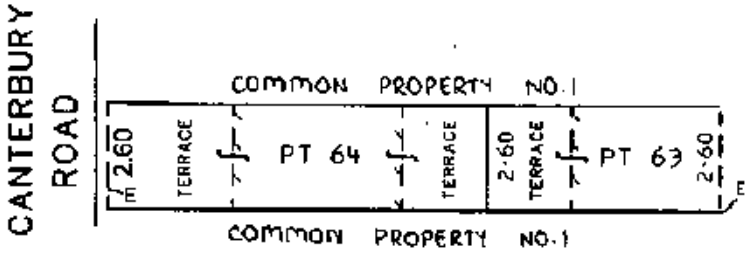


DIAGRAM 12
SECOND STOREY

CROSS SECTION T - T'

NOT TO SCALE

Hellier McFarland
Land Surveyors•Property Consultants•Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9944
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: P:\HM_DATA\4200\4279A\A.DGN

ORIGINAL

SHEET SIZE: A3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE ..... DATE ../../..

REF 4279A/1 VERSION L

SHEET 24 OF 32 SHEETS

DATE ../../..

COUNCIL DELEGATE SIGNATURE

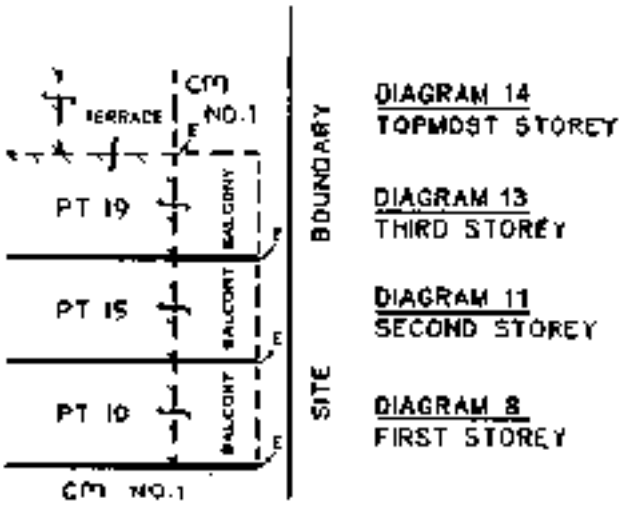
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Delivered by LANDATA®, timestamp 10/05/2023 14:06 Page 25 of 31

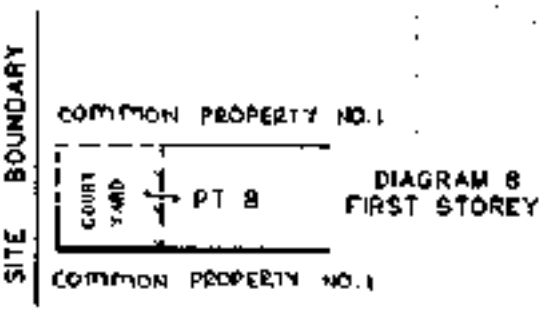
PLAN OF SUBDIVISION

Stage No.

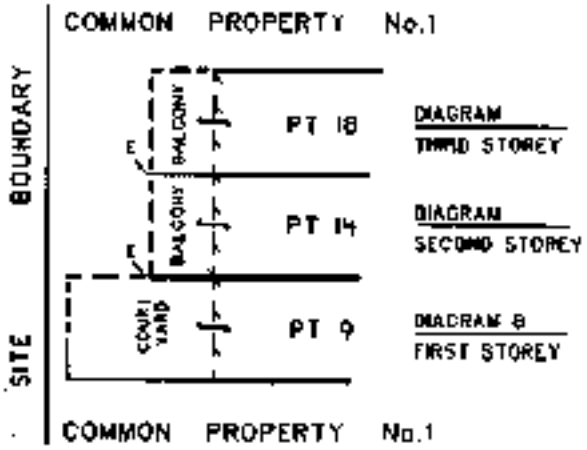
Plan Number PS432208Q



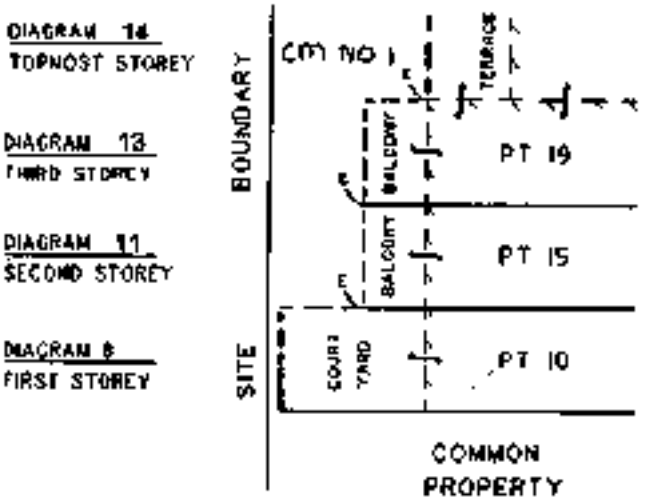
CROSS SECTION U - U'
NOT TO SCALE



CROSS SECTION V - V'
NOT TO SCALE



CROSS SECTION W - W'
NOT TO SCALE



CROSS SECTION X - X'
NOT TO SCALE

Land Surveyors/Property Consultants/Town Planners
302 Hawthorn Road Caulfield South Vic 3162

SHEET SIZE: A3
SCALE
LENGTHS ARE IN METRES

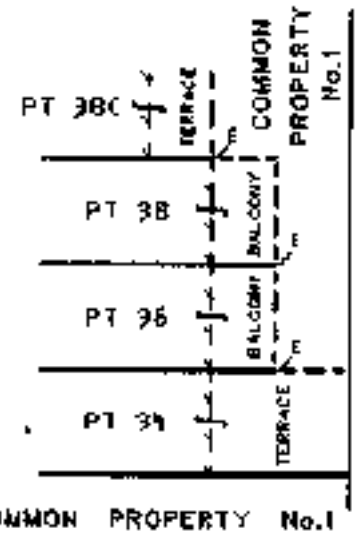
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REF 4279A/1 VERSION L

SHEET 25 OF 32 SHEETS
DATE ../../..
COUNCIL DELEGATE SIGNATURE

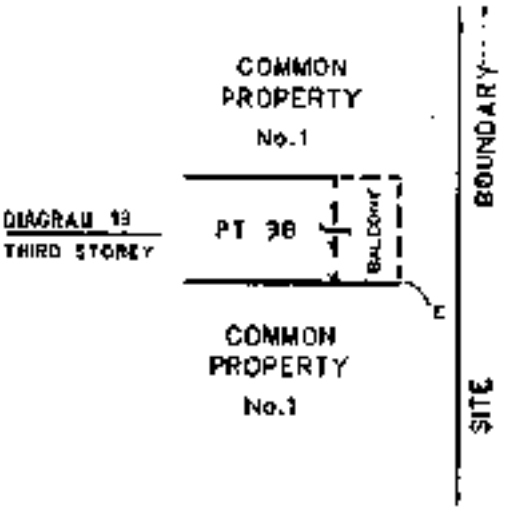
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PLAN OF SUBDIVISION

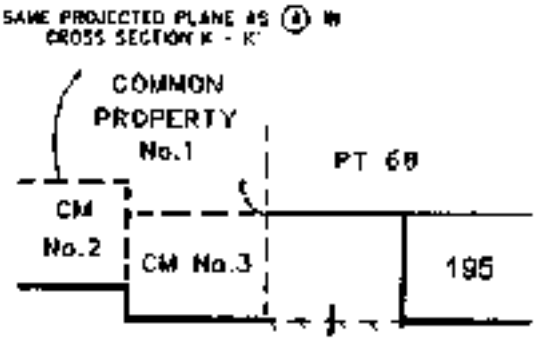
Stage No.	Plan Number
	PS432208Q



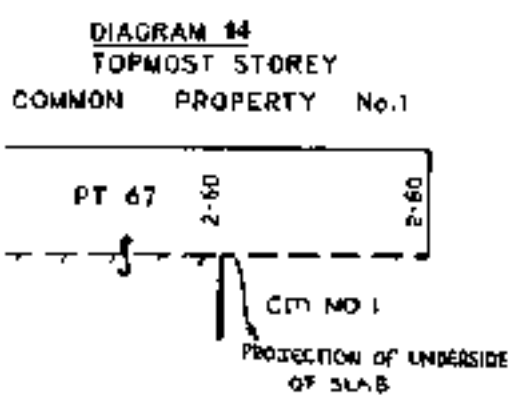
CROSS SECTION Y - Y'
NOT TO SCALE



CROSS SECTION Z - Z'
NOT TO SCALE



CROSS SECTION AA - AA'
NOT TO SCALE



CROSS SECTION BB - BB'
NOT TO SCALE

Land Surveyors•Property Consultants•Town Planners
Telephone: 03 9702 9999 Facsimile: 03 9702 9991

ORIGINAL SHEET SIZE A3 | SCALE | SCALE | LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE ..... DATE ...../...../.....
REF 4279A/1 VERSION 1

SHEET 28 OF 32 SHEETS

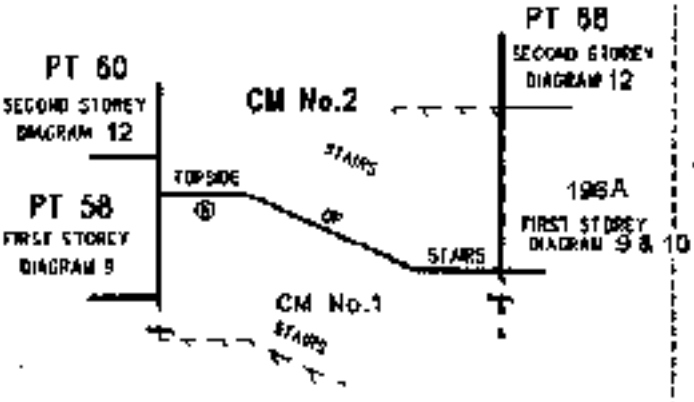
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COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

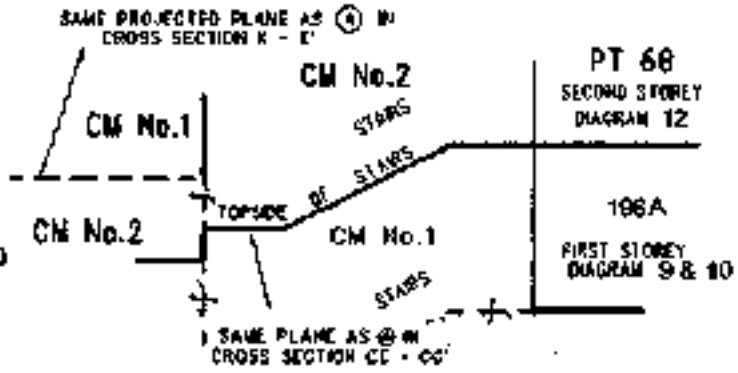
Stage No.

Plan Number PS432208Q



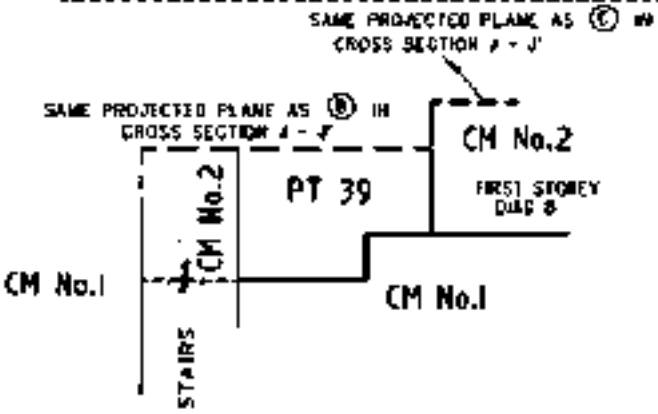
CROSS SECTION CC - CC'

NOT TO SCALE



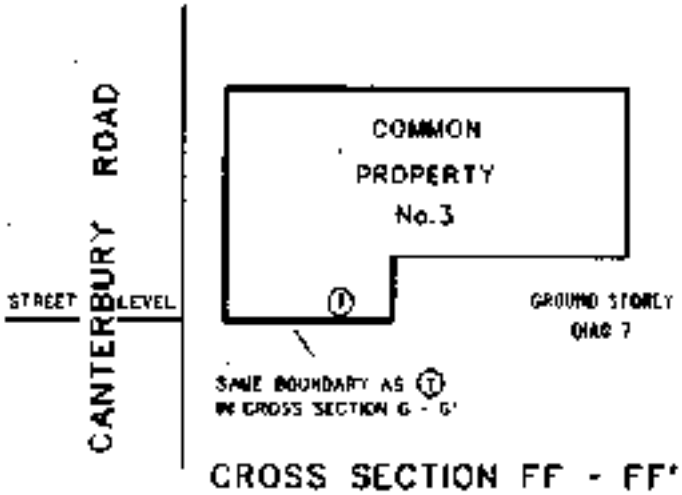
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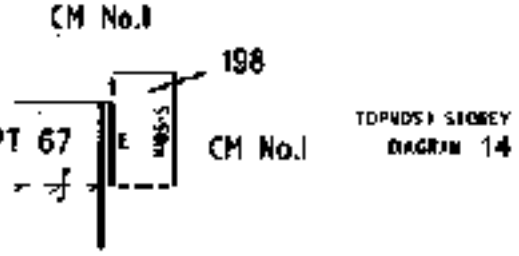
CROSS SECTION EE - EE'

NOT TO SCALE



CROSS SECTION FF - FF'

NOT TO SCALE



CROSS SECTION GG - GG'

NOT TO SCALE

[redacted]
Land Surveyors/Property Consultants/Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone 03 9524 8888 Facsimile 03 9524 8844
Internet www.[redacted].com.au Email [redacted]@[redacted].com.au

SHEET 27 OF 32 SHEETS

ORIGINAL SHEET SIZE A3

SCALE

LICENSED SURVEYOR STUART ANDREW McFARLAND

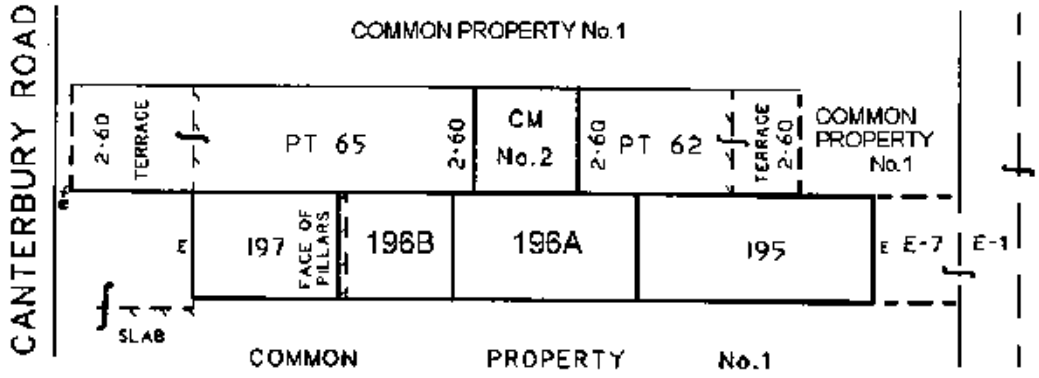
SIGNATURE _____ DATE __/__/__

REF 4279A/1 VERSION L

DATE __/__/__

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No.	Plan Number PS432208Q



CROSS SECTION R - R'
NOT TO SCALE

COMMON PROPERTY No.3

DIAGRAM 12
SECOND STOREY

DIAGRAM 9 & 10
FIRST STOREY

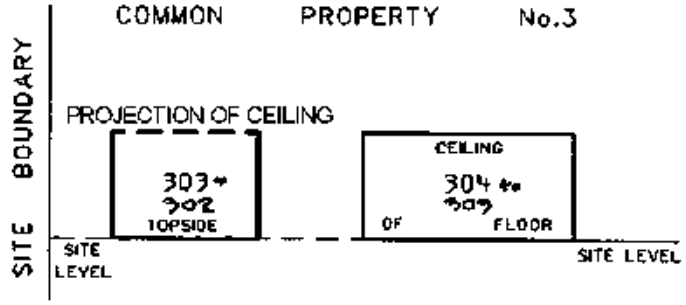


DIAGRAM 9 & 10

TYPICAL CROSS SECTION
(FOR LOTS 302 TO 309)
NOT TO SCALE

SHEET 28 OF 32 SHEETS

Hellier McFarland
Land Surveyors • Property Consultants • Town Planners
342 Hawthorn Road Caulfield South Vic 3162
Telephone: 03 9532 9951 Facsimile: 03 9532 9944
Internet: www.hmf.com.au Email: hmf@hmf.com.au
CAD REF: PCBOOK DATA\5\4966\4966_PLOT

ORIGINAL SHEET SIZE A3 SCALE

SCALE
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE _____ DATE __/__/__
REF 4966/1 VERSION K

DATE __/__/__
COUNCIL DELEGATE SIGNATURE

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Owners corporation information formerly contained on Sheets

29, 30, 31, 32

of this plan is now available in the Owners Corporation Search Report

Sheets

30, 31, 32

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE: 19/04/02 TIME: 11.45AM

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

PLAN NUMBER

PS432208Q

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
~~THIS PLAN BODY CORP No.1~~	MADE IN ERROR	~~SPECIAL RULES RECORDED~~	~~AB484685E~~	~~19.8.02~~		2	GREG NEWMAN
~~THIS PLAN BODY CORP No.2~~	MADE IN ERROR	~~SPECIAL RULES RECORDED~~	~~AB484700M~~	~~19.8.02~~			GREG NEWMAN
~~THIS PLAN BODY CORP No.3~~	MADE IN ERROR	~~SPECIAL RULES RECORDED~~	~~AB484718R~~	~~19.8.02~~			GREG NEWMAN
LOT S2	LOTS 195 TO 197, 199 & 301 TO 309	STAGE 2	PS432208Q/S2	2/10/02	10.00AM	3	ROBERT McBAIN
THIS PLAN		RECTIFICATION	AB746032V	9/12/2002		4	GREG NEWMAN
BODY CORPORATE No. 1		ADDITIONAL RULES APPLY	AB 484685E	21/03/03		5	Robert Redman
BODY CORPORATE No. 2		ADDITIONAL RULES APPLY	AB 484700M	21/03/03		5	Robert Redman
BODY CORPORATE No. 3		ADDITIONAL RULES APPLY	AB 484718R	21/03/03		5	Robert Redman
LOT 196	LOTS 196A & 196B	AMENDMENT SEC.32 SUB. ACT 1988	PS432208Q/D1	16/05/03	15:01	6	H.L.
LOT 301	LOTS 301A & 301B	AMENDMENT SEC.32 SUB. ACT 1988	PS432208Q/D1	16/05/03	15:01	6	H.L.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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PLAN NUMBER

PS432208Q

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BODY CORPORATE No. 3	---	ADDITIONAL RULES RECORDED	AC874660P	1/6/04		7	ROBERT REDMAN

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

The land in PS432208Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1 - 3, Lots 1 - 3, 5 - 12, 14 - 26, 26A, 27, 27A, 28 - 38, 38A, 38B, 38C, 39 - 49, 49A, 50 - 68, 70 - 195, 196A, 196B, 197 - 199, 301A, 301B, 302 - 309.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL421797L 15/10/2014

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. AB484685E 25/03/2003

Additional Owners Corporation Information:
NIL

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

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
Common Property 3	0	0
Lot 1	14	14
Lot 2	14	14
Lot 3	15	15

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	14	14
Lot 6	14	14
Lot 7	14	14
Lot 8	22	22
Lot 9	25	25
Lot 10	25	25
Lot 11	24	24
Lot 12	23	23
Lot 14	25	25
Lot 15	27	27
Lot 16	24	24
Lot 17	24	24
Lot 18	25	25
Lot 19	42	42
Lot 20	36	36
Lot 21	39	39
Lot 22	24	24
Lot 23	24	24
Lot 24	24	24
Lot 25	24	24
Lot 26	25	25
Lot 26A	20	20
Lot 27	25	25
Lot 27A	20	20
Lot 28	24	24
Lot 29	23	23
Lot 30	24	24
Lot 31	24	24
Lot 32	42	42

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 33	40	40
Lot 34	32	32
Lot 35	32	32
Lot 36	30	30
Lot 37	33	33
Lot 38	32	32
Lot 38A	32	32
Lot 38B	17	17
Lot 38C	25	25
Lot 39	34	34
Lot 40	23	23
Lot 41	32	32
Lot 42	24	24
Lot 43	34	34
Lot 44	38	38
Lot 45	23	23
Lot 46	23	23
Lot 47	24	24
Lot 48	25	25
Lot 49	26	26
Lot 49A	29	29
Lot 50	27	27
Lot 51	23	23
Lot 52	24	24
Lot 53	24	24
Lot 54	24	24
Lot 55	39	39
Lot 56	39	39
Lot 57	24	24

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

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 58	23	23
Lot 59	24	24
Lot 60	24	24
Lot 61	39	39
Lot 62	24	24
Lot 63	16	16
Lot 64	23	23
Lot 65	22	22
Lot 66	25	25
Lot 67	44	44
Lot 68	21	21
Lot 70	9	9
Lot 71	4	4
Lot 72	4	4
Lot 73	4	4
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Lot 80	4	4
Lot 81	4	4
Lot 82	4	4
Lot 83	4	4
Lot 84	4	4
Lot 85	4	4
Lot 86	4	4
Lot 87	4	4

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 88	4	4
Lot 89	4	4
Lot 90	4	4
Lot 91	4	4
Lot 92	4	4
Lot 93	4	4
Lot 94	4	4
Lot 95	4	4
Lot 96	4	4
Lot 97	4	4
Lot 98	4	4
Lot 99	4	4
Lot 100	4	4
Lot 101	4	4
Lot 102	4	4
Lot 103	4	4
Lot 104	4	4
Lot 105	4	4
Lot 106	4	4
Lot 107	4	4
Lot 108	4	4
Lot 109	4	4
Lot 110	4	4
Lot 111	4	4
Lot 112	4	4
Lot 113	4	4
Lot 114	4	4
Lot 115	4	4
Lot 116	4	4

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

Owners Corporation Search Report

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 117	4	4
Lot 118	4	4
Lot 119	4	4
Lot 120	4	4
Lot 121	4	4
Lot 122	4	4
Lot 123	4	4
Lot 124	4	4
Lot 125	4	4
Lot 126	4	4
Lot 127	4	4
Lot 128	4	4
Lot 129	4	4
Lot 130	4	4
Lot 131	4	4
Lot 132	4	4
Lot 133	4	4
Lot 134	4	4
Lot 135	4	4
Lot 136	4	4
Lot 137	4	4
Lot 138	4	4
Lot 139	4	4
Lot 140	4	4
Lot 141	4	4
Lot 142	4	4
Lot 143	4	4
Lot 144	4	4
Lot 145	4	4

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 146	4	4
Lot 147	4	4
Lot 148	4	4
Lot 149	4	4
Lot 150	4	4
Lot 151	4	4
Lot 152	4	4
Lot 153	4	4
Lot 154	4	4
Lot 155	4	4
Lot 156	4	4
Lot 157	4	4
Lot 158	4	4
Lot 159	4	4
Lot 160	4	4
Lot 161	4	4
Lot 162	4	4
Lot 163	4	4
Lot 164	4	4
Lot 165	4	4
Lot 166	4	4
Lot 167	4	4
Lot 168	4	4
Lot 169	4	4
Lot 170	4	4
Lot 171	4	4
Lot 172	4	4
Lot 173	4	4
Lot 174	4	4

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

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 175	4	4
Lot 176	4	4
Lot 177	4	4
Lot 178	4	4
Lot 179	4	4
Lot 180	4	4
Lot 181	4	4
Lot 182	4	4
Lot 183	4	4
Lot 184	4	4
Lot 185	3	3
Lot 186	3	3
Lot 187	3	3
Lot 188	3	3
Lot 189	3	3
Lot 190	3	3
Lot 191	3	3
Lot 192	3	3
Lot 193	3	3
Lot 194	4	4
Lot 195	136	2
Lot 196A	220	4
Lot 196B	202	3
Lot 197	231	4
Lot 198	1	1
Lot 199	9	1
Lot 301A	145	2
Lot 301B	145	3
Lot 302	352	6

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Owners Corporation Search Report

Produced: 10/05/2023 02:07:57 PM

OWNERS CORPORATION 1
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 303	496	8
Lot 304	236	4
Lot 305	142	2
Lot 306	144	2
Lot 307	278	4
Lot 308	112	2
Lot 309	106	2
Total	**5337.00**	**2432.00**

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

Statement End.

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/05/2023 02:07:58 PM

OWNERS CORPORATION 2
PLAN NO. PS432208Q

The land in PS432208Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1 - 3, 5 - 12, 14 - 26, 26A, 27, 27A, 28 - 38, 38A, 38B, 38C, 39 - 49, 49A, 50 - 68.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL421797L 15/10/2014

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. AB484700M 25/03/2003

Additional Owners Corporation Information:
NIL

Notations:
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.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	14	14
Lot 2	14	14
Lot 3	15	15
Lot 5	14	14
Lot 6	14	14

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/05/2023 02:07:58 PM

OWNERS CORPORATION 2
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	14	14
Lot 8	22	22
Lot 9	25	25
Lot 10	25	25
Lot 11	24	24
Lot 12	23	23
Lot 14	25	25
Lot 15	27	27
Lot 16	24	24
Lot 17	24	24
Lot 18	25	25
Lot 19	42	42
Lot 20	36	36
Lot 21	39	39
Lot 22	24	24
Lot 23	24	24
Lot 24	24	24
Lot 25	24	24
Lot 26	25	25
Lot 26A	20	20
Lot 27	25	25
Lot 27A	20	20
Lot 28	24	24
Lot 29	23	23
Lot 30	24	24
Lot 31	24	24
Lot 32	42	42
Lot 33	40	40
Lot 34	32	32

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	32	32
Lot 36	30	30
Lot 37	33	33
Lot 38	32	32
Lot 38A	32	32
Lot 38B	17	17
Lot 38C	25	25
Lot 39	34	34
Lot 40	23	23
Lot 41	32	32
Lot 42	24	24
Lot 43	34	34
Lot 44	38	38
Lot 45	23	23
Lot 46	23	23
Lot 47	24	24
Lot 48	25	25
Lot 49	26	26
Lot 49A	29	29
Lot 50	27	27
Lot 51	23	23
Lot 52	24	24
Lot 53	24	24
Lot 54	24	24
Lot 55	39	39
Lot 56	39	39
Lot 57	24	24
Lot 58	23	23
Lot 59	24	24

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/05/2023 02:07:58 PM

OWNERS CORPORATION 2
PLAN NO. PS432208Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 60	24	24
Lot 61	39	39
Lot 62	24	24
Lot 63	16	16
Lot 64	23	23
Lot 65	22	22
Lot 66	25	25
Lot 67	44	44
Lot 68	21	21
Total	**1886.00**	**1886.00**

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Statement End.

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 May 2023 02:01 PM

PROPERTY DETAILS

Address:	**9/352 CANTERBURY ROAD ST KILDA 3182**
Lot and Plan Number:	**Lot 9 PS432208**
Standard Parcel Identifier (SPI):	**9\PS432208**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**226314**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2P A4**

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

View location in VicPlan

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ)
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 (CDZ2)



0 150 m

C1Z - Commercial 1	CDZ - Comprehensive Development	GRZ - General Residential
NRZ - Neighbourhood Residential	PPRZ - Public Park and Recreation	PUZ2 - Public Use-Education
RGZ - Residential Growth	TRZ1 - State Transport Infrastructure	TRZ2 - Principal Road Network
Tram line		

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

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PLANNING PROPERTY REPORT

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO123)



0 150 m

HO - Heritage Overlay **Tram line**

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

OTHER OVERLAYS

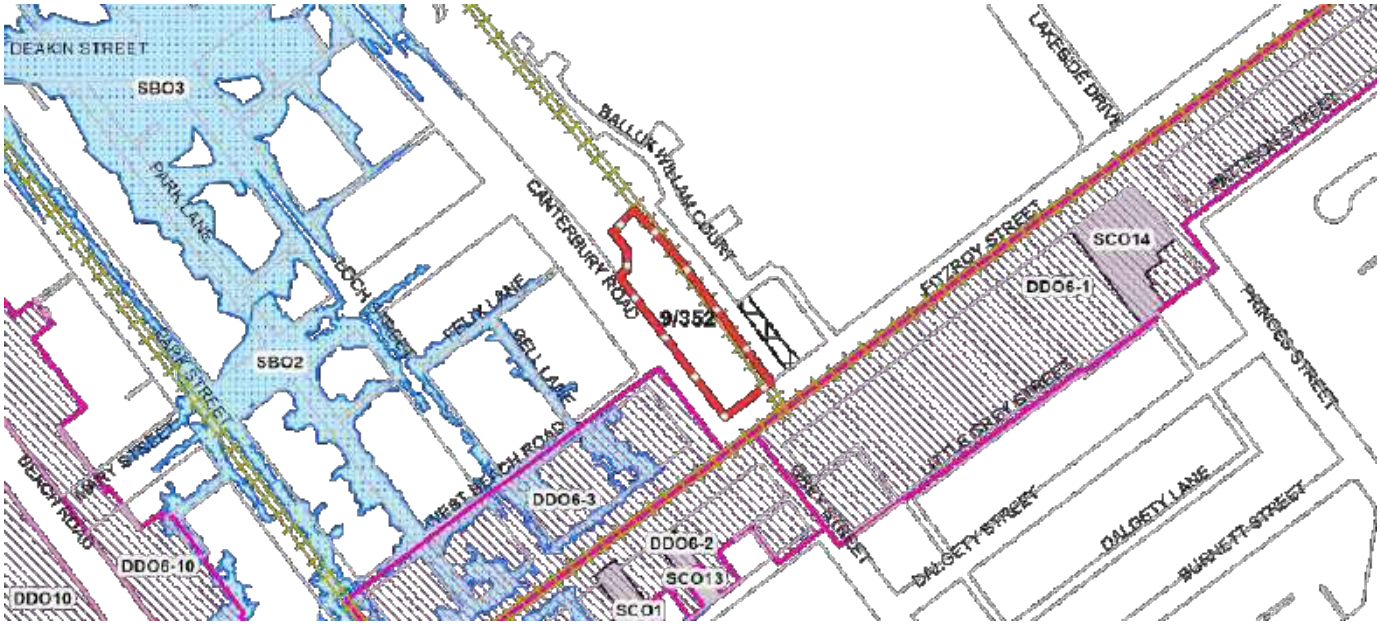
Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

ROAD CLOSURE OVERLAY (RXO)

SPECIAL BUILDING OVERLAY (SBO)

SPECIFIC CONTROLS OVERLAY (SCO)



0 150 m

DDO - Design and Development Overlay **RXO - Road Closure Overlay** **SBO - Special Building Overlay**

SCO - Specific Controls Overlay **Tram line**

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

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PLANNING PROPERTY REPORT

Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

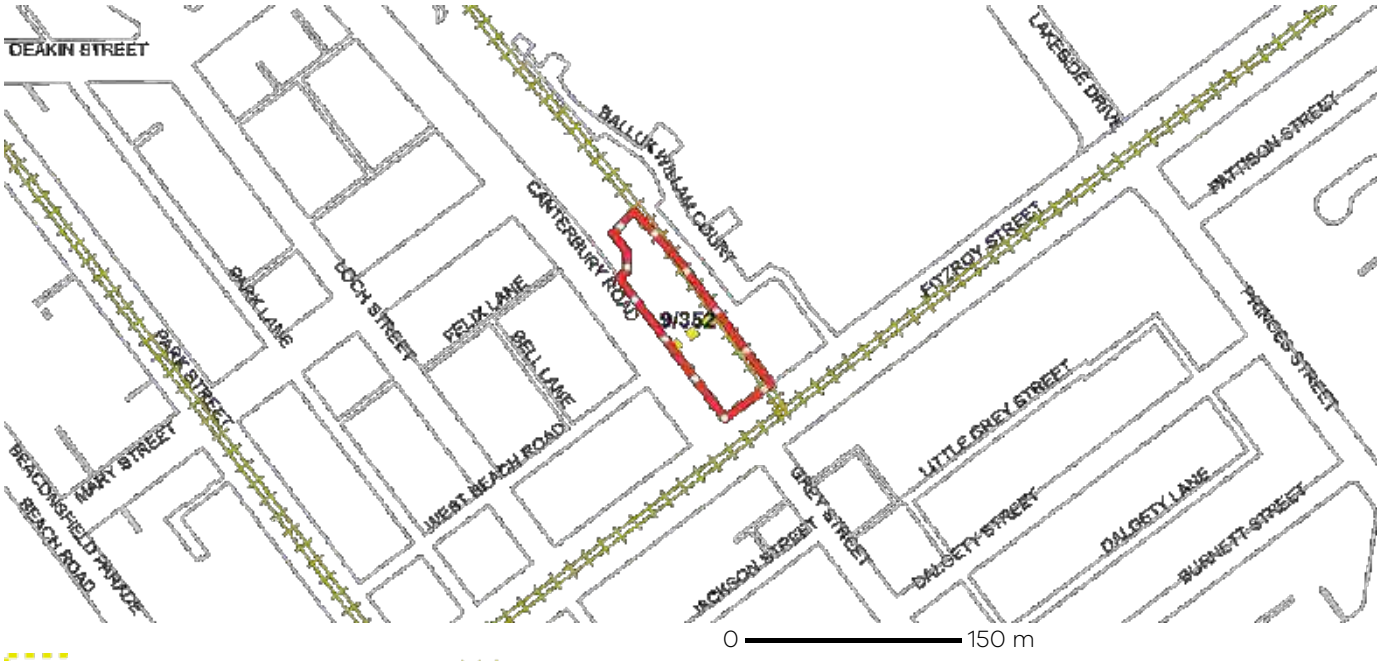
View information about VHR Number H1719 - FORMER ST KILDA RAILWAY STATION COMPLEX

Heritage Register data last updated on 3 May 2023.

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995.
It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to Victorian Heritage Database

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from Heritage Victoria



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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 3 May 2023.

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

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

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

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

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

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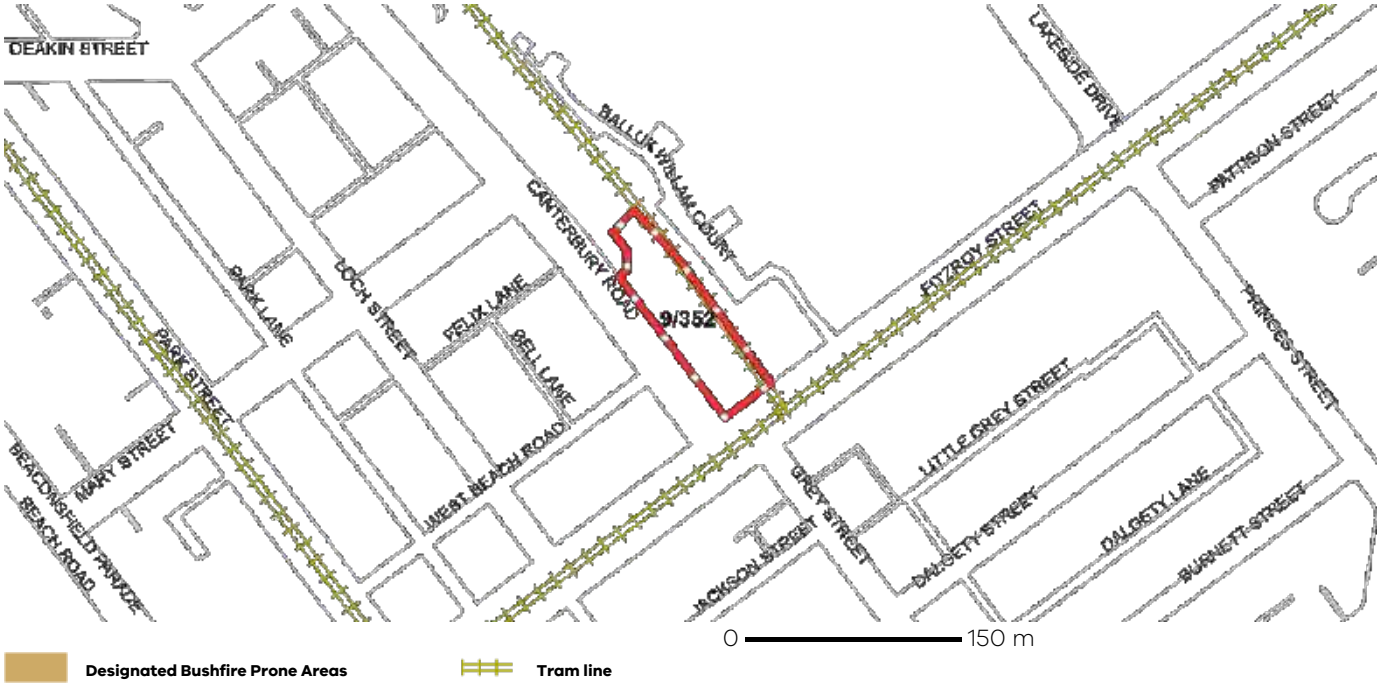
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

From www.planning.vic.gov.au at 10 May 2023 02:01 PM

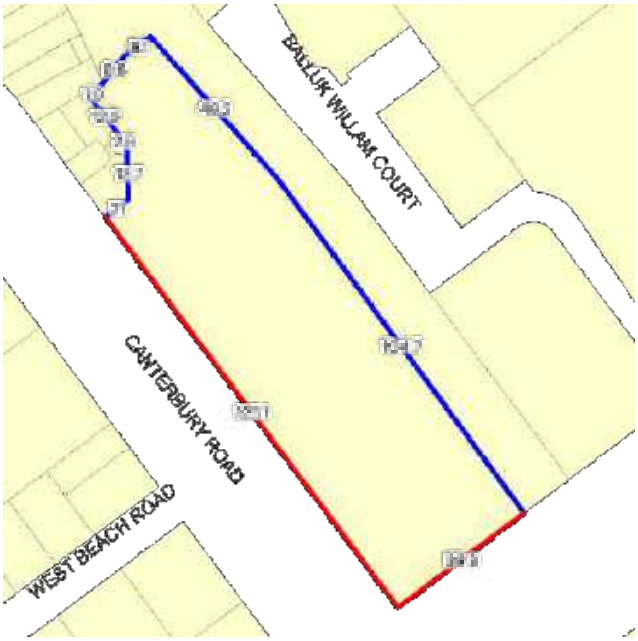
PROPERTY DETAILS

Address:	**9/352 CANTERBURY ROAD ST KILDA 3182**
Lot and Plan Number:	**Lot 9 PS432208**
Standard Parcel Identifier (SPI):	**9\PS432208**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**226314**
Directory Reference:	**Melway 2P A4**

Note: There are 211 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: 5634 sq. m
Perimeter: 374 m
For this property:
Site boundaries
Road frontages

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

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

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

PROPERTY REPORT

Area Map



South East Water

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

Bill note:
The total due will be debited from your nominated account. Thanks for using direct debit.

SUSAN C BRADSHAW
PO BOX 1981
NTH SYDNEY 2060

Account number:	**12930745**
Direct debit date:	**09 May 2023**

Last bill		Payments received		Balance	Current charges	Total due
$140.25	–	$140.25cr	=	$0.00	+ $140.25	$140.25

Your account breakdown

Issue date	20 April 2023
Property	Unit 9 352 Canterbury Road ST KILDA WEST VIC 3182
Property reference	10B//03759/00408
Last bill	$140.25
Payment received	$140.25cr
Balance brought forward	$0.00
Our charges (no GST)	$112.87
Other authorities' charges (no GST)	$27.42
Total due	$140.25

Your snapshot

Average daily cost $1.24

Payment options

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

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1001 2930 7400 004**

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

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **12930745**
Account name: **South East Water Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1001 2930 7400 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment. Go to **servicesaustralia.gov.au/centrepay**

Property ref: 10B//03759/00408
UNIT 9 352 CANTERBURY ROAD
ST KILDA WEST VIC 3182

*361 100129307400004

PN10B

Total due:	$140.25
Account number:	12930745
Date paid:	
Receipt number:	

+000000012930745> +009124+ <0000000000> <0000014025> +444+

Our charges

Service charges

For period 01/04/23 to 30/06/23	
Water service charge	$20.93
Sewerage service charge	$91.94
Total service charges	**$112.87**
Our charges	**$112.87**

Other authorities' charges

Waterways and Drainage charge 01/04/23 to 30/06/23	$27.42
Total other authorities	**$27.42**
Total current charges	**$140.25**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see **southeastwater.com.au/residentialprices**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/23 to 30/06/23**.

Additional information

Payment assistance

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

Our service guarantees

Learn about your rights and responsibilities as a South East Water customer including our customer and privacy charters at **southeastwater.com.au/policies**



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

S

Rates, charges and valuation notice 2022-23

For the period 1 July 2022 to 30 June 2023

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CITY OF PORT PHILLIP

S C Bradshaw
13 Piper Street
PEREGIAN BEACH QLD 4573

002
R0_950690

ABN: 21 762 977 945

Assessment number	**226314**
Date of issue	**25/08/2022**

Tax Invoice (no GST included)

Property details

9/352 CANTERBURY ROAD ST KILDA VIC 3182

Legal description: Lot 9 PS 432208Q, APARTMENT, Vol/Fol-10642/686

Site value	$120,000	Capital improved value	$440,000	Net annual value	$22,000
Level of value date	01/01/2022	Effective date	01/07/2022	Ward	LAKE

Details of account

OYO Subdivided Flat

Residential Rate (Rate on CIV .001615)	$710.60
Default Waste Charge	$176.20
Private Waste Collection Rebate	-$60.00
Victorian Government charges - Fire Service Property Levy	
Fire Serv Levy Residential (Rate on CIV .000053 + $117)	$140.30
Payments	-$901.20

Any payments made after 05/08/2022 will not be shown on this notice.

Total	**$65.90**

Paying your rates

Arrears due immediately
unless an agreement is in place.
$0.00

1 Paying in full

Excludes any arrears amount above.

Due date 15/02/2023	**$65.90**

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2022 will be accepted as part payment towards the in full amount due 15 February 2023

1st instalment 30 September 2022	**$0.00**
2nd instalment 30 November 2022	**$0.00**
3rd instalment 28 February 2023	**$0.00**
4th instalment 31 May 2023	**$65.90**

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

You are not registered for Direct Debit. If you would like to register, refer to methods of payment options below.

What are your payment options?

Assessment number	226314	Property address	9/352 CANTERBURY ROAD ST KILDA VIC 3182	Due date	30/09/2022	Amount due	$0.00

BPAY®

Biller Code: 356699
Ref: 2029 5360 2263 143

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2029 5360 2263 143
View your account and pay by credit card or request to pay by direct debit.

PHONE

Biller Code: 356699
Ref: 2029 5360 2263 143
1300 276 468

IN PERSON

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

*3178 202953602263143

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

Calculating general rates for residential properties

Council income from residential rates (1.75 per cent cap) $102 M ÷ **Combined value of all rateable residential properties** $63.5 B = **Differential rate for residential properties** $0.001615 × **Capital Improved Value of your property** See overleaf for your property's value as at 1 January 2022 = **Your general rates**

What else may I need to pay for?

Waste charge
Default waste charge is $176.20. Additional charges or rebates may apply.

Victorian Government Fire services property levy firelevy.vic.gov.au

Find out more:
portphillip.vic.gov.au/rates-valuations

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

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

Contact or visit us

ASSIST 03 9209 6777
portphillip.vic.gov.au

Please contact us for town hall opening times and locations.

National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

Notice of valuation / land tax

This property has been valued as at 1 January 2022 and is effective from 1 July 2022. Any amendment to the valuation may result in additional rates for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Appeal against valuation

Section 18 of the **Valuation of Land Act 1960** provides that the owner/ratepayer may object to the valuation within two months of the **date of issue** of this notice. **Objections must be lodged using the prescribed form**
ratingvaluationobjections.vic.gov.au

For any valuation enquiries contact the Rates Department **03 9209 6777.**

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

Review of Differential Rating

If you disagree with Councils decision to classify your land as a particular type or class for differential rating purposes, you can appeal to the Victorian Civil and Administrative Tribunal within 60 days of the issue date of this notice.

Special rates and charges

Properties subject to special rates have the levy details printed on the front of this notice. Currently the following special rate schemes are in place:

- Port Melbourne Business Precinct Special Rate and Charge Combined Scheme 1 July 2021 to 30 June 2026
- Fitzroy Street and Environs Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024
- Acland Street Village Precinct Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024.

Rate cap

Council has complied with the Victorian Government's rate cap of 1.75 per cent. The 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 municipality;
ii) the application of any differential rate by Council;
iii) the inclusion of waste charges not covered by the Victorian Government's rates cap.

Differential Rates

2022/23 Rate per $ Capital Improved Value

- General rate for rateable **residential** properties is $0.001615
- General rate for rateable **commercial** properties is $0.002062
- General rate for rateable **industrial** properties is $0.002073

Waste charges

- Default Waste Charge for all rateable properties $176.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $89.10
- Annual Garbage Charge for non-rateables using Council waste collection service $402
- 240-litre waste bin surcharge $221.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $70
- Private waste collection rebate (residential properties) $60
- One-occupancy residential carparks and/or storage areas waste rebate to avoid duplicate waste charges applied to owner $176.20
- One-occupancy commercial car park space (not applicable to commercial car park operators) waste rebate $156.50.

Penalties for late payments

Amounts not paid by the due dates on this notice will be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (including the full payment option, unless an agreement is in place).

All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

Are you a pensioner?

Council offers rates assistance for pensioners of $200 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifying TPI, War Widow, EDA or PDW). **Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.**

For further information visit services.dffh.vic.gov.au/municipal-rates-concession

Privacy The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

PLAN NO. 432208Q1

ABN: 66705681145
352 CANTERBURY ROAD
ST KILDA VIC 3182

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

OWNERS CORPORATION FEE NOTICE

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

S C Bradshaw
13 Piper Street
Peregian Beach Queensland 4573

Tax Invoice

Invoice No: 0004688 **Issue Date:** 16/02/23

Net Amount Payable: $ 930.85
Due Date: 01/04/2023

Payment is due within 28 days of the date of this Notice or by the Due Date.

New Charges for Owners Corporation for Plan No. 432208Q1 - ABN: 66705681145

Lot No. 9 **Unit** 9 sbradshaw@people.net.au
OC Address: 352 CANTERBURY ROAD, ST KILDA, VIC 3182
Lot Liability: 25 **Lot Entitlement:** 25

Previous Balance: 0.00
Penalty Interest: 0.00
Issued Levies Not Due: 0.00

Description	Transaction Type	Fund	Net	GST	Totals
01/04/2023 to 30/06/2023 for total Levy of $2919.41 pa	Normal	Admin	707.69*	970.79	778.68
01/04/2023 to 30/06/2023 for total Levy of $561.00 pa	Normal	Maint	136.34*	513.83	152.17

Arrears/Issued at time of printing 0.00
Gross Amount 930.85

Net Amount Payable $ 930.85

* Penalty interest at 10.00% per annum will apply if not paid by the Due Date.
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983* (Vic). This rate is subject to change.

Paid 27/3/23 Receipt # N232735496569

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. 432208Q1

DEFT PAYMENT SYSTEMS

DEFT Reference Number:
2661 3398 2336 1840 2036

60 FITZROY STREET
Lot No. 9 Unit 9
60 FITZROY STREET
Invoice No: 0004688

Net Amount Payable: $ 930.85
Due Date: 01/04/2023

How to Pay

By post: Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 141, BRISBANE QLD 4001

Bpay: Contact your bank, credit union or building society to make this payment from your cheque or savings account.

By phone: Please call 1300 301 090 to make your payment using Mastercard, Visa, Diners Club or American Express.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment by cheque or EFTPOS at any post office.

BPAY Biller Code: 96503
Reference: 2661 3398 2336 1840 2036

Post Billpay

*496 266133982 33618402036

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from cheque or savings accounts.
Registration forms available from www.deft.com.au

+266133982 33618402036< 000093085<3+

PLAN NO. 432208Q2

ABN: 78293471583
352 CANTERBURY ROAD
ST KILDA VIC 3182

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

OWNERS CORPORATION FEE NOTICE

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

S C Bradshaw
13 Piper Street
Peregian Beach Queensland 4573

Tax Invoice

Invoice No: 0001469 **Issue Date:** 16/02/23

Net Amount Payable: **$ 722.73**
Due Date: **01/04/2023**

Payment is due within 28 days of the date of this Notice or by the Due Date

New Charges for Owners Corporation for Plan No. 432208Q2 - ABN: 78293471583

Lot No. 9 **Unit** 9 sbradshaw@people.net.au
OC Address: 352 CANTERBURY ROAD, ST KILDA, VIC 3182
Lot Liability: 25 **Lot Entitlement:** 25

Previous Balance:					$17.00 DR
Penalty Interest:					0.00
Issued Levies Not Due:					0.00
Description	**Transaction Type**	**Fund**	**Net**	**GST**	**Totals**
01/04/2023 to 30/06/2023 for total Levy of $2070.62 pa	Normal	Admin	470.57*	$47.05	517.63
01/04/2023 to 30/06/2023 for total Levy of $752.41 pa	Normal	Maint	171.00*	$17.10	188.10
Arrears at time of printing					**17.00**
Gross Amount					**722.73**

Net Amount Payable **$ 722.73**

* Penalty interest at 10.00% per annum will apply if not paid by the Due Date.
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983* (Vic). This rate is subject to change.

Paid 27/3/23 Receipt # N232735660994

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. 432208Q2

DEFT PAYMENT SYSTEMS

DEFT Reference Number:
2118 0586 6336 1850 0724

60 FITZROY STREET
Lot No. 9 Unit 9
60 FITZROY STREET
Invoice No: **0001469**

Net Amount Payable: **$ 722.73**
Due Date: **01/04/2023**

How to Pay

By post: Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 141, BRISBANE QLD 4001

Bpay: Contact your bank, credit union or building society to make this payment from your cheque or savings account.

By phone: Please call 1300 301 080 to make your payment using Mastercard, Visa, Diners Club or American Express.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment by cheque or EFTPOS at any post office.

BPAY **Biller Code:** 96503
Reference: 2118 0586 6336 1850 0724

Post Billpay

*496 2118 0586 6336 1850 0724

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from cheque or savings accounts.
Registration forms available from www.deft.com.au

211805866 33618500724< 000072273<3+

OWNERS CORPORATION CERTIFICATE

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

As at 8th May 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 432208Q1

Address of Plan: 352 CANTERBURY ROAD ST KILDA VIC 3182

Lot Number this statement relates to: 9

Unit Number this statement relates to: 9

Postal Address: Level 14, 575 Bourke Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor: S C Bradshaw

Postal Address for Lot 9: 13 Piper Street Peregian Beach Queensland 4573

Person requesting Certificate: Link West Conveyancing

E-mail: JEFF@LINKWESTCONVEYANCING.COM.AU

3. CURRENT ANNUAL LEVY FEES FOR LOT 9

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 9 are **2,919.40 per annum** commencing on 1 July 2022. Levies for this plan are raised over **4 periods.**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	681.02	01/07/22	Paid
01/10/22 to 31/12/22	681.02	01/10/22	Paid
01/01/23 to 31/03/23	778.68	11/01/23	Paid
01/04/23 to 30/06/23	778.68	01/04/23	Paid
Year 2 Financial Period	**Amount**	**Due Date**	**Status**
01/07/23 to 30/09/23	729.85	01/07/23	To be Issued

*Subject to change at the next annual general meeting

Maintenance Fund

The annual maintenance levy fees for Lot 9 are **581.00 per annum** commencing on 1 July 2022. Levies for this plan are raised over **4 periods.**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	138.33	01/07/22	Paid
01/10/22 to 31/12/22	138.33	01/10/22	Paid
01/01/23 to 31/03/23	152.17	11/01/23	Paid
01/04/23 to 30/06/23	152.17	01/04/23	Paid
Year 2 Financial Period	**Amount**	**Due Date**	**Status**
01/07/23 to 30/09/23	145.25	01/07/23	To be Issued

*Subject to change at the next annual general meeting

4. CURRENT LEVY POSITION FOR LOT 9

Fund	Balance	Paid To
Administrative	0.00	30 June 2023
Maintenance Fund	0.00	30 June 2023
BALANCE	**0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 9.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 9 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 8 May 2023:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 8 MAY 2023	**$105,637.03**

8. INSURANCE

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

Policy	
Policy No.	VCS42798
Expiry Date	3-July-2023
Insurance Company	CHU/QBE COMMUNITYSURE
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	84894.88

Cover Type	**Amount of Cover**
Appeal Expenses	$100,000
Building Catastrophe	$17,816,940
Common Area Contents	$593,898
Damage (i.e. Building) Policy	$59,389,800
Fidelity Guarantee Insurance	$250,000
Floating Floors	Included
Flood	INCLUDED
Fusion Cover	$10,000
Government Audit Costs	$25,000
Legal Defence Expenses	$100,000
Loss of Rent	$8,908,470
Lot Owner's Fixtures and Improvements	$250000
Machinery Breakdown Insurance	$50,000
Office Bearers Liability Insurance	$10,000,000
Property, Death and Injury (Public Liability)	$30,000,000
Voluntary Workers Insurance	$300000/3000

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 entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
24/10/2022	BODY CORPORATE SERVICES (VIC)	Current	Management Agreement

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 made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/08/2020	Charmaine Farrugia, Schindler Lifts Australia Pty	Occupiers	Current	Lift maintenance contract

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

There was an outstanding grievance between three owners and the owner's corporation concerning the section 173 agreement affecting the car park at the property. The applicants have been working with the committee to resolve their grievance and have had the VCAT matter struck out as of May 2022.

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:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 14, 575 Bourke Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. 432208Q1, 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 2006.

R Vincent

Registered Manager

Full name: Rylie Vincent/AP
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

08/05/2023

Date



Common Seal
of Owners Corporation

ABN: 66705681145
352 CANTERBURY ROAD
ST KILDA VIC 3182

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

Link West Conveyancing

8th May 2023

Dear Link West Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 9, PLAN NO. 432208Q1

In response to your request, we now attach an Owners Corporation Certificate for Lot 9 in Plan No. 432208Q1 dated 8th May 2023. 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 bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

R Vincent

Registered Manager

Full name: Rylie Vincent/AP
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

08/05/2023

Date

Letter subject to copyright
Printed from Urbanise Strata - www.urbanise.com

Enhancing Community Living
Postal Address: LEVEL 14 575 BOURKE STREET MELBOURNE VIC 3000
Tel: 03 9616 1699 Fax: 03 9616 1698

Tax Invoice

Date: 08/05/2023

To: Link West Conveyancing

Owners Corporation Certificate for

Strata Plan OC 432208Q1, Q2 Lot 9

ABN Number 66705681145

Payment due for Supply of Owners Corporation Certificate $251.28

Taxable Amount	**$228.44**
GST 10%	**$22.84**
TOTAL PAYABLE	**$251.28**

THIS ACCOUNT HAS BEEN PAID IN FULL

Enhancing Community Living
Postal Address: LEVEL 14 575 BOURKE STREET MELBOURNE VIC 3000
Tel: 03 9616 1699 Fax: 03 9616 1698

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(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 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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**.

ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q

BODY CORPORATE RULES

Body Corporate No. 1 & 2

1. **DEFINITIONS**

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;

(f) "Plan" means Plan of Subdivision No. P.S. 432208Q

(g) "Retail Lot" means any of Lot numbers 195, 196 ,197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.

(h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan

(i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;

(j) Unless the context otherwise requires –

(vi) headings are for convenience only,

(vii) words importing a gender include any gender,

(vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;

(vii) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(vii) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vii) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

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

PRECEDENCE OF RULES

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created frm time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that Lot or the common property so that:

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

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

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

2.2 A proprietor or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a Lot must not:

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

3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;

3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;

3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or

3.1.5 Obstruct the lawful use of common property by any person.

3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be 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.

3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.

3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. CLEANING OF A LOT

4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.

7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.

7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.

7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.

7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 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; and

11.1.3 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

11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13. GARBAGE

13.1 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 that purpose.

13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. CONSENT OF BODY CORPORATE

14.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. STORAGE OF FLAMMABLE LIQUIDS

15.1 A proprietor or occupier of a Lot must not:

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

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

16. PETS AND ANIMALS

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

17. COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;

18.2 A proprietor or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

19. STORAGE OF BICYCLES

19.1 A proprietor or occupier of a Lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

21.3 A proprietor or occupier of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

22 SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.

22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.

22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

23. APPEARANCE OF A LOT

23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:

23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

23.1.2 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 body corporate;

23.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another Lot or another part of the Building;

23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;

23.1.5 install or operate any intruder alarm which emits an audible signal;

23.1.6 allow any glazed portions of the Residential Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

24. PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25. CLOTHES DRYING AND APPEARANCE OF A LOT

25.1 A proprietor or occupier of a Lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 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.

27. COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the body corporate to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

28 INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

28.1 A proprietor or occupier of a Lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

29 BUILDING WORKS

29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a body corporate member's Lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or 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 Lot owners and occupiers;

29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

29.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

29.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

29.2.4 Pays such reasonable costs to the body corporate;

29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate 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;

29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

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

29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

29.4.3 construction work must comply with all laws of the relevant Government Agencies;

29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

29.5.1 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 body corporate; and

29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;

29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31 SELLING AND LEASING

31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

32 USE OF APPURTENANCES

32.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Lot owner or occupier causing the damage or blockage.

33 INFECTIOUS DISEASES

33.1 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 of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the body corporate and shall pay to the body corporate 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.

34. ACCESS TO LOTS

34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its 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 Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

36. PENALTY INTEREST

36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

37 RESIDENTS MOVING IN OR VACATING

37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

Body Corporate Services (VIC) Pty Limited
ABN 35079654103

Level 14, 575 Bourke Street, Melbourne VIC 3000

www.bcssm.com.au
bcs_melbourne@bcssm.com.au

Ph:(03)96161699

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 432208Q1
60 FITZROY STREET
352 CANTERBURY ROAD, ST KILDA, VIC, 3182

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 432208Q1 held at Video Conference: https://meet.bcssm.com.au/708525229 commencing at 5:00 PM on Thursday 06 October 2022.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
1	David Rogozny - (pre-voted online)
6	David Rogozny - (pre-voted online)
12	Patricia Carney
45	Laura Georgiou
46	Delia Houlihan
48	Mae Allan & Simon Hurley
50	Daniel Burns
53	Rachael Binnie - Present From 5:33pm
56	Graham Herkess – Left at 5:42pm and gave proxy to Delia Houlihan for remaining time
58	Alfredo Calle - Present From 5:42pm
61	Ian Gibson
116	Kochay Amin - (Non-Financial)
184	David Rogozny - (pre-voted online)
195	George Vasiliadis - Left at 5:42pm and gave proxy to David Blakely for remaining time
197	David Blakely
301a	George Vasiliadis - Left at 5:42pm and gave proxy to David Blakely for remaining time
301b	George Vasiliadis- Left at 5:42pm and gave proxy to David Blakely for remaining time

Present by Proxy

Lot	In Favour of:
Eve Tauber - Lot 42	Patricia Carney
Konvol Pty Ltd - Lot 185	David Blakely
Konvol Pty Ltd - Lot 186	David Blakely
Volkon Pty Ltd - Lot 191	David Blakely
Volkon Pty Ltd - Lot 192	David Blakely
Claren Investments P/L - Lot 303	David Blakely
Volkon Pty Ltd - Lot 307	David Blakely
Volkon Pty Ltd - Lot 308	David Blakely

Apologies

John & Louise Barlow – Lots 96 & 97

In Attendance

Rylie Vincent representing Body Corporate Services (VIC) Pty Limited.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

Rylie Vincent

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 30 November 2021 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2 INSURANCES

2.1 Acknowledge Insurance — Ordinary Resolution

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Current To	Risk Type	Coverage Amount
03 Jan 2023	Property, Death and Injury (Public Liability)	$30,000,000.00
	Voluntary Workers Insurance	$300,000.00 / $3,000.00
	Fidelity Guarantee Insurance	$250,000.00
	Office Bearers Liability Insurance	$10,000,000.00
	Machinery Breakdown Insurance	$50,000.00
	Building Catastrophe	$17,816,940.00
	Government Audit Costs	$25,000.00
	Government Audit Costs - Appeal Expenses	$100,000.00
	Flood	Included
	Lot Owner's Fixtures and Improvements	$250,000.00
	Legal Defense Expenses	$100,000.00
	Loss of Rent	$8,908,470.00
	Common Area Contents	$593,898.00
	Fusion Cover	$10,000.00
	Damage (i.e. Building) Policy	$59,389,800.00
	Floating Floors	Included
	TOTAL PREMIUM:	$64,017.03

Motion Result: Passed by Simple Majority

2.2 Acknowledge Insurance Valuation — Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 16 April 2021 with a recommended building sum insured of $57,660,000.00.

Motion Result: Passed by Simple Majority

3 REPORTS

3.1 Receive Committee Report — Ordinary Resolution

That the Committee Report be received. Mae Allan presented an update on behalf of the maintenance sub-committee:

Committee Report OC1 – AGM 6th October 2022
CCTV – All cameras replaced.
Security – Improved service with Security Company sending reports to BCS and a Committee Member weekly. Awaiting quote to upgrade the fob access system as suggested by Koda.
Flag Replacement – If they can be replaced at no cost to the OC by a Council grant, we will proceed. David Blakeley confirmed that a grant was not possible.
Unit 37 – wooden panel fallen down. Unit 37 owner has been issued a notice to repair their property.
Car Park – A tender has been submitted by a Company to run the "public" part of the carpark area. The Carpark Committee have been requested to update the committee within 14 days. What type of gate/barrier to be erected is an ongoing discussion.
Car Park Floors – further quotes to be obtained to clean.
Outstanding Debts – mainly involves Car Park owners. Very difficult to find funds for items such as installing a barrier at carpark entrance and cleaning floors, when around $100,000 in fees not paid.
Canterbury Road Terrace – Ongoing. Some work has been completed but has not entirely stopped water ingress to Units 1 – 7. The Committee needs to study reports received from an Owner, Project Manager and Waterproofing Company. Owners of Canterbury Road units have been put in touch with each other to arrange repairs to their windows.
Canterbury Road Stairs x 2 – Anti-slip nosing needs replacing. Quotes to be sought.
Canterbury Road Utility Doors – Need replacing. Quotes to be sought.
Canterbury Road Bluestone Wall – Wall is leaning again, confirmed from past legal advice to be OC1 responsibility. One quote has been obtained and second quote being sought. Committee resolved to revisit asking the council to contribute to the cost by way of a Heritage Grant.
349 Canterbury Road – Owner of this property has left builder's rubbish on OC1 land. They will be asked to remove it.

Motion Result: Passed by Simple Majority

3.2 Receive Manager's Report — Ordinary Resolution

That the Manager's Report be received.

Motion Result: Passed by Simple Majority

3.3 Receive Dispute Resolution Report/Arrears Waiver of Interest Report — Ordinary Resolution

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

3.4 Report on Approved Maintenance Plan — Ordinary Resolution

That the owners corporation report to the annual general meeting in relation to the implementation of its approved maintenance plan.

Motion Result: Passed by Simple Majority

4 AUDITOR

4.1 Annual Financial Review / Audit — Ordinary Resolution

That the Owners corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financials reports for the financial year ending **30/06/2023**.

Motion Result: Passed by Simple Majority

5 FINANCIAL STATEMENTS

5.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending **30 June 2022** (which report total members' funds of **$143,730.64** as per report attached) be adopted.

Motion Result: Passed by Simple Majority

6 BUDGET

6.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing **1 July 2022**, enclosed within the meeting documents, be adopted.

Please note that the Administration budget will increase from **$265,000.00** per year to **$284,000.00** to accommodate the rising costs.

See Attachment 1

Motion Result: Passed by Simple Majority

7 Fees in Relation to Insurance — Ordinary Resolution

In addition to the annual fees, an owners corporation may resolve to levy fees to cover the costs of insurance premiums. The fees may be based on lot entitlement. Members to discuss and vote whether or not to raise the insurance premium fees under section 23A of the OC Act.

Motion Result: Motion DEFEATED.

Poll Voting: Affirmative: 55 Negative: 1739 Abstained: 63

8 FEES

8.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at **$284,000.00** (incl. GST) towards the **Administration Fund**, to commence on **1 July 2022**.

Motion Result: Passed by Simple Majority

8.2 Fee Instalment Periods - Administration Fund **Ordinary Resolution**

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending **30 June 2023**, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2022	30 Sep 2022	01 Jul 2022	$66,250.00	$27.24
Already Issued	Current	01 Oct 2022	31 Dec 2022	01 Oct 2022	$66,250.00	$27.24
To be Issued	Current	01 Jan 2023	31 Mar 2023	01 Jan 2023	$75,750.00	$31.15
To be Issued	Current	01 Apr 2023	30 Jun 2023	01 Apr 2023	$75,750.00	$31.15
Total					**$284,000.00**	**$116.78**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2023	30 Sep 2023	01 Jul 2023	$71,000.00	$29.19
To be Issued	Next	01 Oct 2023	31 Dec 2023	01 Oct 2023	$71,000.00	$29.19
Total					**$142,000.00**	**$58.39**

Motion Result: Passed by Simple Majority

8.3 Setting of Fees - Maintenance Fund **Ordinary Resolution**

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at **$56,520.00** (incl. GST) towards the **Maintenance Fund** to commence on **1 July 2022**.

Motion Result: Passed by Simple Majority

8.4 Fee Instalment Periods - Maintenance Fund **Ordinary Resolution**

That the **Maintenance Fund** fees be paid in advance by 4 instalments for the financial year ending **30 June 2023**, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Maintenance Fund:

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2022	30 Sep 2022	01 Jul 2022	$13,457.00	$5.53
Already Issued	Current	01 Oct 2022	31 Dec 2022	01 Oct 2022	$13,457.00	$5.53
To be Issued	Current	01 Jan 2023	31 Mar 2023	01 Jan 2023	$14,803.00	$6.09
To be Issued	Current	01 Apr 2023	30 Jun 2023	01 Apr 2023	$14,803.00	$6.09
Total					**$56,520.00**	**$23.24**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2023	30 Sep 2023	01 Jul 2023	$14,130.00	$5.81
To be Issued	Next	01 Oct 2023	31 Dec 2023	01 Oct 2023	$14,130.00	$5.81
Total					**$28,260.00**	**$11.62**

Motion Result: Passed by Simple Majority

9 PENALTY INTEREST AND DEBT RECOVERY

9.1 Charging of Penalty Interest **Ordinary Resolution**

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Passed by Simple Majority

9.2 Waiver of Penalty Interest and Late Payment Fees **Ordinary Resolution**

That the Owners Corporation No. 432208Q1 resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **$20** of penalty interest and **$62** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

Motion Result: Passed by Simple Majority

9.3 Payment Plans **Ordinary Resolution**

That the Owners Corporation No. 432208Q1 resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

Motion Result: Passed by Simple Majority

9.4 Debt Recovery Process — Ordinary Resolution

a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;

b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;

c. That 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, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;

d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

Motion Result: Passed by Simple Majority

10 MANAGER

10.1 Appointment of Manager — Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

a. Body Corporate Services (VIC) Pty Limited be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;

b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);

c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;

d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and

e. The common seal of the Owners Corporation be affixed to the Appointment.

Motion Result: Passed by Simple Majority

11 ENGAGEMENT OF CONTRACTORS

11.1 Engagement of Contractors — Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Passed by Simple Majority

12 ESSENTIAL SAFETY

12.1 Essential Safety — Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Members noted that the committee have recently engaged Fireshield to maintenance the property and ESS & FES have been terminated as of 31 October 2022. Fireshield will provide their opinion on any outstanding defects.

Motion Result: Passed by Simple Majority

13 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

13.1 Use of Common Seal and Execution of Documents — Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

Motion Result: Passed by Simple Majority

14 COMMITTEE

14.1 To Elect a Committee — Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of nine (9) members.

Members elected:

Trish Carney	Lot 1
Eve Tauber	Lot 42
Laura Georgiou	Lot 45
Delia Houlihan	Lot 46
Mae Allan	Lot 48
Daniel Burns	Lot 50
John Barlow	Lot 96
George Vasiliadis	Lot 195
David Blakeley	Lot 197

Motion Result: Passed by Simple Majority

14.2 Committee To Elect a Chairperson — Ordinary Resolution

That the Committee elect David Blakeley as the Chairperson of the Owners Corporation.

Motion Result: Passed by Simple Majority

14.3 Committee To Elect a Secretary — Ordinary Resolution

That the Owners Corporation appoint BCS as Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Motion Result: Passed by Simple Majority

14.4 Delegation of Powers to Committee **Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Passed by Simple Majority

14.5 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Passed by Simple Majority

15 GENERAL BUSINESS

Nil actionable general business items were discussed, outside of the committee report discussion.

16 NEXT MEETING

The next Annual General Meeting is to be held around October 2023.

Closure

There being no further business the Chairperson declared the meeting closed at 06:00 PM.

Approved Annual Budget

Owners Corporation for Plan No. 432208Q1

352 CANTERBURY ROAD ST KILDA VIC 3182

1 July 2022 to 30 June 2023

Expenditure	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
Accountant - audit fees	1,700.00	1,700.00	1,700.00	-
Bank-Service Fees	9.88	-	10.00	10.00
Caretaker-Contractor	41,132.71	37,000.00	43,300.00	6,300.00
Consultant	5,170.00	4,000.00	4,000.00	-
Electricity	7,187.03	9,000.00	8,000.00	(1,000.00)
Fire Protection Services	7,960.98	15,000.00	15,000.00	-
Garden/Lawn Maintenance - gutter clearing	-	320.00	-	(320.00)
General Repairs	1,946.70	9,000.00	9,000.00	-
Insurance Claim - excess	-	2,500.00	2,500.00	-
Legal Costs - debt recovery	6,266.36	2,500.00	2,000.00	(500.00)
Lift Maintenance	8,530.81	6,000.00	6,000.00	-
Management - accounting fees	1,773.20	1,700.00	1,700.00	-
Management - additional services	1,236.00	900.00	1,000.00	100.00
Management - after hours meeting	-	-	600.00	600.00
Management - certificate fees	5,498.56	-	-	-
Management - management fees	21,463.96	22,490.00	23,840.00	1,350.00
Management - work order/quotes	210.00	500.00	300.00	(200.00)
Mutual Revenue - penalty interest	5.45	-	-	-
Pest Control Services	440.00	-	440.00	440.00
Premium	109,964.15	115,000.00	130,000.00	15,000.00
Security Services	10,065.00	10,000.00	10,000.00	-
Sundry Expenditure	16.36	-	-	-
Telephone & Internet Services	1,799.06	2,500.00	2,500.00	-
Water - charges	962.45	1,600.00	1,000.00	(600.00)
Total Administrative Fund Expenditure	**233,338.66**	**241,710.00**	**262,890.00**	**21,180.00**

Additional Revenue	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
Investment Transactions - interest received	5.63	-	-	-
Mutual Revenue - security devices	436.37	-	-	-
Non-Mutual Revenue - certificates	5,790.50	-	-	-
Taxes - GST rounding	1.68	-	-	-
Total Administrative Fund Additional Revenue	**6,234.18**	**-**	**-**	**-**

Owners Corporation for Plan No. 432208Q1

1 July 2022 to 30 June 2023

352 CANTERBURY ROAD ST KILDA VIC 3182

Administrative Fund Summary		Budget 07/22 - 06/23	
Opening balance (Surplus)		107,298.88	
Expenditure during budget period		262,890.00	
		155,591.12	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	102,590.70	
Plus	Allowance for GST on levies	25,818.18	**Per Ent**
Budgeted levies to be raised $		**284,000.00**	116.7763
Last years budgeted levies raised		265,000.00	108.9638
Variance $		19,000.00	
Total Lot Liability		2432	

*May include insurance contributions

Approved Annual Budget

Maintenance Fund

Owners Corporation for Plan No. 432208Q1

1 July 2022 to 30 June 2023

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
Car Park (Basement) - lighting, power	10,170.13	-	-	-
Exterior Finishes	-	-	40,000.00	40,000.00
General Repairs	-	27,000.00	20,000.00	(7,000.00)
Mutual Revenue - penalty interest	0.39	-	-	-
Structural - rectification	-	40,000.00	-	(40,000.00)
Water Penetration/Waterproofing	22,996.00	-	-	-
Total Maintenance Fund Expenditure	**33,166.52**	**67,000.00**	**60,000.00**	**(7,000.00)**

Maintenance Fund Summary		Budget 07/22 - 06/23	
Opening balance (Surplus)		36,431.76	
Expenditure during budget period		60,000.00	
		23,568.24	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	27,813.58	
Plus	Allowance for GST on levies	5,138.18	**Per Ent**
Budgeted levies to be raised $		**56,520.00**	23.2401
Last years budgeted levies raised		53,828.00	22.1332
Variance $		2,692.00	
Total Lot Liability		2432	

OWNERS CORPORATION CERTIFICATE

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

As at 8th May 2023

1. OWNERS CORPORATION DETAILS

Plan Number: 432208Q2

Address of Plan: 352 CANTERBURY ROAD ST KILDA VIC 3182

Lot Number this statement relates to: 9

Unit Number this statement relates to: 9

Postal Address: Level 14, 575 Bourke Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor: S C Bradshaw

Postal Address for Lot 9: 13 Piper Street Peregian Beach Queensland 4573

Person requesting Certificate: Link West Conveyancing

E-mail: JEFF@LINKWESTCONVEYANCING.COM.AU

3. CURRENT ANNUAL LEVY FEES FOR LOT 9

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 9 are **2,070.52 per annum** commencing on 1 July 2022. Levies for this plan are raised over **4 periods.**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	517.63	01/07/22	Paid
01/10/22 to 31/12/22	517.63	01/10/22	Paid
01/01/23 to 31/03/23	517.63	11/01/23	Paid
01/04/23 to 30/06/23	517.63	01/04/23	Paid
Year 2 Financial Period	**Amount**	**Due Date**	**Status**
01/07/23 to 30/09/23	517.63	01/07/23	To be Issued

*Subject to change at the next annual general meeting

Maintenance Fund

The annual maintenance levy fees for Lot 9 are **752.40 per annum** commencing on 1 July 2022. Levies for this plan are raised over **4 periods.**

Period	Amount	Due Date	Status
01/07/22 to 30/09/22	188.10	01/07/22	Paid
01/10/22 to 31/12/22	188.10	01/10/22	Paid
01/01/23 to 31/03/23	188.10	11/01/23	Paid
01/04/23 to 30/06/23	188.10	01/04/23	Paid
Year 2 Financial Period	**Amount**	**Due Date**	**Status**
01/07/23 to 30/09/23	188.10	01/07/23	To be Issued

*Subject to change at the next annual general meeting

4. CURRENT LEVY POSITION FOR LOT 9

Fund	Balance	Paid To
Administrative	0.00	30 June 2023
Maintenance Fund	0.00	30 June 2023
BALANCE	**0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 9.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 9 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 8 May 2023:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 8 MAY 2023	**$129,781.67**

8. INSURANCE

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

Policy	
Policy No.	See OC 1
Expiry Date	3-July-2023
Insurance Company	CHU/QBE COMMUNITYSURE
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	0.00

Cover Type	**Amount of Cover**
Building Catastrophe	$17,816,940
Common Area Contents	$593,898
Damage (i.e. Building) Policy	$59,389,800
Fidelity Guarantee Insurance	$250,000
Flood	Included
Loss of Rent	$8,908,470
Machinery Breakdown Insurance	$50,000
Office Bearers Liability Insurance	$10,000,000
Property, Death and Injury (Public Liability)	$30,000,000
Voluntary Workers Insurance	$300,000/$3,000

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 entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
24/10/2022	BCS (VIC) PTY LTD	Current	Management Agreement

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 made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/01/2020	Charmaine Farrugia, Schindler Lifts Australia Pty	Occupiers	Current	Lift maintenance contract

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:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 14, 575 Bourke Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. 432208Q2, 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 2006.

R Vincent

Registered Manager

Full name: Rylie Vincent/AP
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

08/05/2023

Date



Common Seal
of Owners Corporation

ABN: 78293471583
352 CANTERBURY ROAD
ST KILDA VIC 3182

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

Link West Conveyancing

8th May 2023

Dear Link West Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 9, PLAN NO. 432208Q2

In response to your request, we now attach an Owners Corporation Certificate for Lot 9 in Plan No. 432208Q2 dated 8th May 2023. 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 bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

R Vincent

Registered Manager

Full name: Rylie Vincent/AP
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

08/05/2023

Date

Letter subject to copyright
Printed from Urbanise Strata - www.urbanise.com

Enhancing Community Living
Postal Address: LEVEL 14 575 BOURKE STREET MELBOURNE VIC 3000
Tel: 03 9616 1699 Fax: 03 9616 1698

Tax Invoice

Date: 08/05/2023

To: Link West Conveyancing

Owners Corporation Certificate for

Strata Plan OC 432208Q1, Q2 Lot 9

ABN Number 66705681145

Payment due for Supply of Owners Corporation Certificate $251.28

Taxable Amount	**$228.44**
GST 10%	**$22.84**
TOTAL PAYABLE	**$251.28**

THIS ACCOUNT HAS BEEN PAID IN FULL

Enhancing Community Living
Postal Address: LEVEL 14 575 BOURKE STREET MELBOURNE VIC 3000
Tel: 03 9616 1699 Fax: 03 9616 1698

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(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 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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**.

ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q

BODY CORPORATE RULES

Body Corporate No. 1 & 2

1. **DEFINITIONS**

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;

(f) "Plan" means Plan of Subdivision No. P.S. 432208Q

(g) "Retail Lot" means any of Lot numbers 195, 196 ,197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.

(h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan

(i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;

(j) Unless the context otherwise requires –

(vi) headings are for convenience only,

(vii) words importing a gender include any gender,

(vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;

(vii) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(vii) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vii) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

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

PRECEDENCE OF RULES

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created frm time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that Lot or the common property so that:

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

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

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

2.2 A proprietor or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a Lot must not:

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

3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;

3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;

3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or

3.1.5 Obstruct the lawful use of common property by any person.

3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be 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.

3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.

3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. CLEANING OF A LOT

4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.

6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.

7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.

7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.

7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.

7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 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; and

11.1.3 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

11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13. GARBAGE

13.1 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 that purpose.

13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. CONSENT OF BODY CORPORATE

14.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. STORAGE OF FLAMMABLE LIQUIDS

15.1 A proprietor or occupier of a Lot must not:

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

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

16. PETS AND ANIMALS

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

17. COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;

18.2 A proprietor or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

19. STORAGE OF BICYCLES

19.1 A proprietor or occupier of a Lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Manager from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

21.3 A proprietor or occupier of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

22 SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.

22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.

22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

23. APPEARANCE OF A LOT

23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:

23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

23.1.2 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 body corporate;

23.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another Lot or another part of the Building;

23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;

23.1.5 install or operate any intruder alarm which emits an audible signal;

23.1.6 allow any glazed portions of the Residential Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

24. PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25. CLOTHES DRYING AND APPEARANCE OF A LOT

25.1 A proprietor or occupier of a Lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 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.

27. COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the body corporate to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

28 INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

28.1 A proprietor or occupier of a Lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

29 BUILDING WORKS

29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a body corporate member's Lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or 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 Lot owners and occupiers;

29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

29.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

29.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

29.2.4 Pays such reasonable costs to the body corporate;

29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate 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;

29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

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

29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

29.4.3 construction work must comply with all laws of the relevant Government Agencies;

29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

29.5.1 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 body corporate; and

29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;

29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31 SELLING AND LEASING

31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

32 USE OF APPURTENANCES

32.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Lot owner or occupier causing the damage or blockage.

33 INFECTIOUS DISEASES

33.1 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 of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the body corporate and shall pay to the body corporate 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.

34. ACCESS TO LOTS

34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its 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 Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS

35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

36. PENALTY INTEREST

36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

37 RESIDENTS MOVING IN OR VACATING

37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

Body Corporate Services (VIC) Pty Limited
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MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 432208Q2
60 FITZROY STREET
352 CANTERBURY ROAD, ST KILDA, VIC, 3182

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 432208Q2 held at Video Conference: https://meet.bcssm.com.au/460176299 commencing at 6:00 PM on Thursday 06 October 2022.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
1	David Rogozny (pre-voted online)
6	David Rogozny (pre-voted online)
12	Patricia Carney
45	Laura Georgiou
46	Delia Houlihan
48	Mae Allan & Simon Hurley
50	Daniel Burns
56	Rylie Vincent
58	Alfredo Calle
61	Ian Gibson

Present by Proxy

Lot	In Favour of:
Eve Tauber - Lot 42	Patricia Carney
Graham Herkess - Lot 56	Rylie Vincent

Apologies

Nil

In Attendance

Rylie Vincent representing Body Corporate Services (VIC) Pty Limited.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

Rylie Vincent

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held **30 November 2021** be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2 INSURANCES

2.1 Acknowledge Insurance **Ordinary Resolution**

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Current To	Risk Type	Coverage Amount
03 Jan 2023	Appeal Expenses	$100,000.00
	Building Catastrophe	$17,816,940.00
	Machinery Breakdown Insurance	$50,000.00
	Office Bearers Liability Insurance	$10,000,000.00
	Fidelity Guarantee Insurance	$250,000.00
	Voluntary Workers Insurance	$300,000.00 / $3,000.00
	Property, Death and Injury (Public Liability)	$30,000,000.00
	Floating Floors	Included
	Fusion Cover	$10,000.00
	Common Area Contents	$593,898.00
	Loss of Rent	$8,908,470.00
	Damage (i.e. Building) Policy	$59,389,800.00
	Flood	Included
	Lot Owner's Fixtures and Improvements	$250,000.00
	Legal Defense Expenses	$100,000.00
	Government Audit Costs	$25,000.00
	TOTAL PREMIUM:	paid by OC1

Motion Result: Passed by Simple Majority

2.2 Acknowledge Insurance Valuation **Ordinary Resolution**

That the Owners Corporation acknowledge the insurance valuation report dated **16 April 2021** with a recommended building sum insured of **$57,660,000.00**.

Motion Result: Passed by Simple Majority

3 REPORTS

3.1 Receive Committee Report — Ordinary Resolution

That the Committee Report be received.
Mae Allan presented a report on behalf of the maintenance sub-committee:

Committee Report OC2 – AGM 6th October 2022
CCTV – All cameras replaced.
Tiles in courtyard - Eventually replaced after covid and weather created delays.
Sloping Wall – An ongoing problem. More tests being conducted
Lift – Finally seems to be working properly. Daniel to confirm if lift phone is now working.
Stormwater Drain Flush – Completed but follow up required as some private car parks are still very wet and dirty.
Carpark Floors – Need to be cleaned after above item is finalised. Further quotes to be obtained.
Garden bed Waterproofing – Ongoing as it is taking time to establish exactly where and how water is entering Unit 51.
Timber Cladding – Ongoing. A big expense and there are many options for replacement material for which quotes need to be sourced. Need to establish which OC is responsible for which areas.
Following the meeting the manager has reviewed the plan of subdivision and is of the opinion that the timber cladding has different boundaries. Areas on balconies and ground floor private courtyards are private property to the owners of those units. Ground floor common central courtyard is OC2 common property, and from first floor up in the central courtyard, Canterbury Road & tram track side the plan shows the façade as OC1 common property. The owners corporation may like to pass the relevant resolutions for a particular OC to assume responsibility and costs of replacing the cladding for logistical reasons. The manager has asked Daryl Clee (project manager) to review the maintenance plans to advise whether they have sufficiently allowed for the cladding replacement costs in 2023.
Entry Stoops – Looking very shabby. Quotes to fill, repair, sand and paint to be obtained.
Plants in Courtyard - Committee suggests a few inexpensive large pots would soften the utilitarian look of the courtyard. Members approved for pots and plants to be purchased. The committee will also discuss possibly installing seating in the courtyard.

Motion Result: Passed by Simple Majority

3.2 Receive Manager's Report — Ordinary Resolution

That the Manager's Report be received.

Motion Result: Passed by Simple Majority

3.3 Receive Dispute Resolution Report/Arrears Waiver of Interest Report — Ordinary Resolution

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

3.4 Report on Approved Maintenance Plan — Ordinary Resolution

That the owners corporation report to the annual general meeting in relation to the implementation of its approved maintenance plan.

Motion Result: Passed by Simple Majority

4 AUDITOR

4.1 Annual Financial Review / Audit — Ordinary Resolution

That the Owners corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financials reports for the financial year ending 30/06/2023.

Motion Result: Passed by Simple Majority

5 FINANCIAL STATEMENTS

5.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending **30 June 2022** (which report total members' funds of **$78,660.22** as per report attached) be adopted.

Motion Result: Passed by Simple Majority

6 BUDGET

6.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing **1 July 2022**, enclosed within the meeting documents, be adopted.

See Attachment 1

Motion Result: Passed by Simple Majority

7 FEES

7.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at **$156,200.00** (incl. GST) towards the **Administration Fund**, to commence on **1 July 2022**.

Motion Result: Passed by Simple Majority

7.2 Fee Instalment Periods - Administration Fund — Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending **30 June 2023**, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2022	30 Sep 2022	01 Jul 2022	$39,050.00	$20.71
Already Issued	Current	01 Oct 2022	31 Dec 2022	01 Oct 2022	$39,050.00	$20.71
To be Issued	Current	01 Jan 2023	31 Mar 2023	01 Jan 2023	$39,050.00	$20.71
To be Issued	Current	01 Apr 2023	30 Jun 2023	01 Apr 2023	$39,050.00	$20.71
Total		**01 Jul 2022**	**30 Jun 2023**		**$156,200.00**	**$82.82**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2023	30 Sep 2023	01 Jul 2023	$39,050.00	$20.71
To be Issued	Next	01 Oct 2023	31 Dec 2023	01 Oct 2023	$39,050.00	$20.71
Total		**01 Jul 2023**	**31 Dec 2023**		**$78,100.00**	**$41.41**

Motion Result: Passed by Simple Majority

7.3 Setting of Fees - Maintenance Fund **Ordinary Resolution**

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at **$56,762.00** (incl. GST) towards the **Maintenance Fund** to commence on **1 July 2022**.

Motion Result: Passed by Simple Majority

7.4 Fee Instalment Periods - Maintenance Fund **Ordinary Resolution**

That the **Maintenance Fund** fees be paid in advance by 4 instalments for the financial year ending **30 June 2023,** and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Maintenance Fund:

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2022	30 Sep 2022	01 Jul 2022	$14,190.50	$7.52
Already Issued	Current	01 Oct 2022	31 Dec 2022	01 Oct 2022	$14,190.50	$7.52
To be Issued	Current	01 Jan 2023	31 Mar 2023	01 Jan 2023	$14,190.50	$7.52
To be Issued	Current	01 Apr 2023	30 Jun 2023	01 Apr 2023	$14,190.50	$7.52
Total		**01 Jul 2022**	**30 Jun 2023**		**$56,762.00**	**$30.10**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2023	30 Sep 2023	01 Jul 2023	$14,190.50	$7.52
To be Issued	Next	01 Oct 2023	31 Dec 2023	01 Oct 2023	$14,190.50	$7.52
Total		**01 Jul 2023**	**31 Dec 2023**		**$28,381.00**	**$15.05**

Motion Result: Passed by Simple Majority

8 PENALTY INTEREST AND DEBT RECOVERY

8.1 Charging of Penalty Interest **Ordinary Resolution**

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Passed by Simple Majority

8.2 Waiver of Penalty Interest and Late Payment Fees **Ordinary Resolution**

That the Owners Corporation No. 432208Q2 resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **$20** of penalty interest and **$62** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

Motion Result: Passed by Simple Majority

8.3 Payment Plans **Ordinary Resolution**

That the Owners Corporation No. 432208Q2 resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

Motion Result: Passed by Simple Majority

8.4 Debt Recovery Process **Ordinary Resolution**

a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;

b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;

c. That 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, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;

d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

Motion Result: Passed by Simple Majority

9 MANAGER

9.1 Appointment of Manager **Ordinary Resolution**

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

a. Body Corporate Services (VIC) Pty Limited be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;

b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);

c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;

d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and

e. The common seal of the Owners Corporation be affixed to the Appointment.

Motion Result: Passed by Simple Majority

10 ENGAGEMENT OF CONTRACTORS

10.1 Engagement of Contractors **Ordinary Resolution**

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Passed by Simple Majority

11 ESSENTIAL SAFETY

11.1 Essential Safety — Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Passed by Simple Majority

12 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

12.1 Use of Common Seal and Execution of Documents — Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

Motion Result: Passed by Simple Majority

13 COMMITTEE

13.1 To Elect a Committee — Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of eight (8) members.

Members:

Trish Carney	Lot 12
Eve Tauber	Lot 42
Laura Georgiou	Lot 45
Delia Houlihan	Lot 46
Mae Allan	Lot 48
Daniel Burns	Lot 50
Vacant	
Vacant	

Motion Result: Passed by Simple Majority

13.2 Committee To Elect a Chairperson — Ordinary Resolution

That the Committee elect Delia Houlihan as the Chairperson of the Owners Corporation.

Motion Result: Passed by Simple Majority

13.3 Committee To Elect a Secretary — Ordinary Resolution

That the Owners Corporation appoint Mae Allan as Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Motion Result: Passed by Simple Majority

13.4 Delegation of Powers to Committee — Ordinary Resolution

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Passed by Simple Majority

13.5 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Passed by Simple Majority

14 GENERAL BUSINESS

14.1 Obtaining Quotes
Members noted that a committee member should be present whenever contractors are onsite quoting on requested works. If a committee member is not available then a detailed brief will be provided by the committee.

14.2 Hard Rubbish
Members noted that hard rubbish should not be left on common property by residents.

14.3 Electric Vehicles
Members requested BCS obtain a quote for a consultant to provide a feasibility study on installing EV chargers in the future.

BCS Task: 6660387

15 NEXT MEETING

The next Annual General Meeting is to be held around **October 2023.**
The committee will hold a meeting on **1 December 2022, at 5:30pm** online, the invitation is to be sent to OC1 committee members.

Closure

There being no further business the Chairperson declared the meeting closed at **07:00 PM**.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 432208Q2

352 CANTERBURY ROAD ST KILDA VIC 3182

1 July 2022 to 30 June 2023

Expenditure	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
Accountant - audit fees	1,200.00	1,200.00	1,200.00	-
Caretaker-Contractor	52,131.51	50,000.00	54,830.00	4,830.00
Cleaning Service - bins, garbage chutes	3,048.00	3,000.00	3,000.00	-
Cleaning Service - windows	1,100.00	-	1,100.00	1,100.00
Electricity	8,933.79	10,000.00	10,000.00	-
Exterior Finishes - ceramic tiles	-	10,000.00	-	(10,000.00)
Fire Protection Systems - evacuation systems	4,370.00	-	-	-
Floor Coverings - carpet	-	8,000.00	-	(8,000.00)
Garage Door Maintenance	3,680.00	1,500.00	3,500.00	2,000.00
Garden/Lawn Maintenance	28.60	1,200.00	-	(1,200.00)
Gas	931.21	1,000.00	1,000.00	-
General Repairs	4,415.42	15,000.00	15,000.00	-
Intercom & Security System	140.00	-	-	-
Legal Costs - debt recovery	1,922.58	1,500.00	1,500.00	-
Lift Maintenance	1,470.22	5,830.00	5,500.00	(330.00)
Management - accounting fees	1,732.00	1,500.00	1,770.00	270.00
Management - additional services	274.68	440.00	440.00	-
Management - disbursements	43.96	-	-	-
Management - management fees	8,610.00	8,767.00	9,293.00	526.00
Management - work order/quotes	300.00	270.00	300.00	30.00
Mutual Revenue - penalty interest	22.57	-	-	-
Pest Control Services	880.00	2,500.00	2,500.00	-
Plumbing	3,815.00	20,000.00	15,000.00	(5,000.00)
Prior Period Adjustment	1,874.55	-	-	-
Reimbursement	-	15.75	-	(15.75)
Television Systems - antenna repairs	222.73	-	-	-
Water	827.90	1,000.00	1,000.00	-
Total Administrative Fund Expenditure	**101,974.72**	**142,722.75**	**126,933.00**	**(15,789.75)**

Additional Revenue	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
Mutual Revenue - security devices	109.09	-	-	-
Taxes - GST rounding	1.34	-	-	-
Total Administrative Fund Additional Revenue	**110.43**	**-**	**-**	**-**

Body Corporate Services (VIC) Pty Limited | ABN 35079654103 | **a:** Level 14, 575 Bourke Street, Melbourne VIC 3000
e: bcs_melbourne@bcssm.com.au| **w:** www.bcssm.com.au | **p:** (03)96161699

Owners Corporation for Plan No. 432208Q2

1 July 2022 to 30 June 2023

352 CANTERBURY ROAD ST KILDA VIC 3182

Administrative Fund Summary		Budget 07/22 - 06/23	
Opening balance (Surplus)		78,660.22	
Expenditure during budget period		126,933.00	
		48,272.78	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	93,727.22	
Plus	Allowance for GST on levies	14,200.00	**Per Ent**
Budgeted levies to be raised $		**156,200.00**	82.8208
Last years budgeted levies raised		156,200.00	82.8208
Variance $		0.00	
Total Lot Liability		1886	

*May include insurance contributions

Approved Annual Budget

Maintenance Fund

Owners Corporation for Plan No. 432208Q2

1 July 2022 to 30 June 2023

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/21 - 06/22	Budget 07/21 - 06/22	Budget 07/22 - 06/23	Variance $
General Repairs	-	-	50,000.00	50,000.00
Total Maintenance Fund Expenditure	**-**	**-**	**50,000.00**	**50,000.00**

Maintenance Fund Summary		Budget 07/22 - 06/23	
Opening balance		0.00	
Expenditure during budget period		50,000.00	
		50,000.00	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	1,601.82	
Plus	Allowance for GST on levies	5,160.18	**Per Ent**
Budgeted levies to be raised $		**56,762.00**	30.0965
Last years budgeted levies raised		0.00	0.0000
Variance $		56,762.00	
Total Lot Liability		1886	

XYNERGY REALTY Residential Tenancy Agreement - Schedule A

Residential Tenancies Act 1997 – Section 26
Residential Tenancies Regulations 2008 – Schedule 1 Form 1

OWNER	Name:	**Ms Sue Bradshaw**
AGENT	Name:	**Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
	Business Address:	**19 Station Street, Oakleigh, VIC, 3166**
	Telephone:	**03 9017 5881**
	Email:	**Rental.oakleigh@xynergy.com.au**
	ABN:	**37 615 705 621**
TENANT(S)	Name:	**Mark Bishop**
	Email:	bish1979@me.com
PREMISES Address		**9/352 Canterbury Road, ST KILDA, VIC, 3182**
RENTAL		**$1,695.00 Per Month** Payable on the **20TH** of each month

BOND
The TENANT(S) must pay the bond amount specified below. The TENANT(S) must provide a separate bank cheque or money order for the bond amount made out to the Residential Tenancies Bond Authority (RTBA). In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond. If the TENANT(S) does not receive a Bond Receipt from the RTBA within 15 business days of handing over the bond money, they should contact the RTBA by either calling 1300137164 between 8.30am and 5.00pm Monday to Friday OR emailing rtba@justice.vic.gov.au
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Bond Amount:	**$1,695.00 PAID**
PERIOD:	**Twelve (12) Months**

Fixed Period ☑ - *The period of the Agreement*
Commences on: **21/06/2019** Ends on: **20/06/2020**
Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

URGENT REPAIRS
The Owner authorises the Agent to undertake urgent repairs in accordance with the *Residential Tenancies Act 1997* up to $1,800 (plus GST).

SIGNATURES

OWNER
Signature of Owner/Agent Kai *Name:* ***Kai Zhong*** *Date:* 01/07/2019

TENANT(S)
Signature of TENANT MBish *Name:* ***Mark Bishop*** *Date:* 1/7/19

WITNESS
Signature of Witness Margaret Bish *Name:* Margaret Bishop *Date:* 2/7/19.

Initial MB

3.43. The TENANT(S) agrees to take all reasonable steps to ensure that the premises are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the TENANT(S), all costs incurred including fumigation will be payable by the TENANT(S).

3.44. Should the TENANT(S) finds it necessary to withdraw the agreement prior to commencement date as specified in Schedule A, she/he will:
a) Immediately inform their property manager in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) Reimburse the OWNER all advertising costs incurred in obtaining a new tenant; and
c) If the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the TENANT(S) agrees to pay a one-week rental fee for the opportunity cost of the OWNER.

3.45. Should the TENANT(S) finds it necessary to vacate the premises prior to the expiry date of the lease, she/he will:
a) Immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises;
b) Reimburse the OWNER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new tenant, and rental tenancy database reference check on new applicants;
c) Continue maintaining the said premises, and pay rental in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
d) Leave the premises in a clean and undamaged state as on the Entry Condition Report.

3.46. The TENANT(S) hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The TENANT(S) hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.47. The TENANT(S) acknowledges that he/she is responsible for arranging private contents insurance (and/ or tenant insurance), as the OWNER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to the clause 3.6 and clause 3.35 accordingly.

3.48. The TENANT(S) agrees to inform the agent in writing prior to any tenant transfers and/or changes taking place. The TENANT(S) understands and agrees that an application form and supporting documents as required must be completed by each ingoing tenant and must be approved by the OWNER, prior to the tenant transfer taking place. The ingoing and/or outgoing tenants agree to pay in advance a fee of $275 including GST (reimbursement of the OWNER's cost as stated on clause 2.5) once the tenant transfer is approved. The TENANT further agrees to ensure all documentation formalising the tenant transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy. *The transfer will take in place until the new Agreement is binding and unconditional.*

3.49. The TENANT(S) acknowledges that ALL requests for maintenance to the premises, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.50. No consent or waiver of any breach by the TENANT(S) of the TENANT(S)' obligations under the *Residential Tenancies Act 1997* shall prevent the OWNER from subsequently enforcing any of the provisions of this Agreement.

3.51. The TENANT(S) acknowledges that the leased premises are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.52. This Agreement may be amended only by an Agreement in writing signed by the OWNER and the TENANT(S).

Please return the signed Residential Tenancy Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station Street, Oakleigh, VIC 3166

Initial MS

3.30. If the TENANT(S) remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the TENANT(S) must give written notice of the TENANT(S)' intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT(S) gives notice.

3.31. The TENANT(S) shall allow the OWNER or AGENT to put on the premises a notice *'to let'* during the last month of the term of this Agreement. The TENANT(S) shall also allow the OWNER or the OWNER'S AGENT to put on the premises a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises by the OWNER or the OWNER'S AGENT to present the premises to prospective purchasers or TENANT(S) upon 24 hours notice or by Agreement with the TENANT(S) and the OWNER or the OWNER'S AGENT.

3.32. The TENANT(S) acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The TENANT(S) further acknowledges that failure to abide by this section of the Act renders the TENANT(S) liable to a penalty of $1,000.

3.33. The TENANT(S) agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises including common property. The TENANT(S) also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the PREMISES or the land or common property on which it is situated to their original condition forthwith.

3.34. The TENANT(S) must:
- a) Check each smoke detector in the PREMISES on a six monthly basis to confirm that it is kept entirely operated. These checks are to ensure the safety of the TENANT(S) and the security to the PREMISES.
- b) Immediately notify the OWNER/AGENT of any faulty smoke detector and confirm this advice to the OWNER/AGENT in writing on the same day.

3.35. The TENANT(S) agrees that the person or persons who sign the Tenancy Agreement together with their dependent children are to be the ONLY occupants of the premises.

3.36. The TENANT(S) agrees:
- a) Payments are to be made monthly in advance on or before the due date by *BPAY system*.
- b) Rent will be paid up to **three (3)** days prior to the TENANT(S) due date, as monies take three business days to clear into the trust account.
- c) EXACT rental payments in full are to be tendered.
- d) Receipts will not be sent in the mail unless specifically requested.
- e) If the TENANT(S) fail to make a payment under the terms of this agreement on the due date for payment and the OWNER and/or the OWNER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the TENANT(S) will reimburse the OWNER and/or the OWNER'S AGENT the full amount of those fees and/or charges on demand.
- f) In accordance with the *Residential Tenancies Act 1997*, any costs incurred by the AGENT to retrieve rental arrears will be met by the TENANT(S).

3.37. For the purpose of clause 3.36 - point E and F, the fees and/or charges includes additional interest (if any) paid or payable by the OWNER and/or OWNER'S AGENT to an authorised deposit-taking institution, financier, service provider, or contractor.
"Authorised deposit-taking institution" has the same meaning as in the *Banking Act 1959 (Cth)*.

3.38. In accordance with the *Residential Tenancies Act 1997*, if the TENANT(S) changes the locks at the premises, the TENANT(S) agrees to provide a duplicate key to the AGENT immediately. The TENANT(S) is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with the clause 3.24.

3.39. The TENANT(S) hereby agrees to be responsible for all breakages at the premises whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.40. The TENANT(S) agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.41. The TENANT(S) agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises occupied. Parking on any lawn areas is NOT permitted.

3.42. The TENANT(S) agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises are those nominated on the Tenancy Application Form and that the TENANT(S) will make a written application to the AGENT in the event that any increase is required.

Initial MD

3.11. The TENANT(S) must not grant a license or part with occupation of the premises, or a part of the premises to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the OWNER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The TENANT(S) shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The TENANT(S) shall not keep ANY animal, bird, or pet on the premises without the written consent of the OWNER. *(Note: written consent of the Owners Corporation Committee will be necessary for an own-your-own unit.)*

3.14. The TENANT(S) shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT(S) for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.15. The TENANT(S) shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

3.16. The TENANT(S) shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises.

3.17. The TENANT(S) acknowledges and agrees that there will be NO SMOKING inside the rental premises during the term of the tenancy.

3.18. The TENANT(S) shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.19. The TENANT(S) acknowledges that no promise representations, warranties or undertakings have been given by the OWNER or AGENT in relation to the suitability of the premises for the TENANT(S)' purposes or in respect of the furnishings or fittings of the premises other than as provided herein.

3.20. The TENANT(S) agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises and the common property provided that the TENANT(S) shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the OWNER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.21. In accordance with the provisions of Section 44 of the *Residential Tenancies Act 1997*, the OWNER may from time to time and at any time, other than within the term specified in the Schedule A as the fixed term increase the rent by giving the TENANT(S) at least 60 days' notice of the increase.

3.22. The TENANT(S) shall at the TENANT(S)' expenses replace all lighting tubes, globes, and batteries to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.23. The TENANT(S) agrees to pay the administration fee *(non-reimbursable)* as on the clause 3.24 for the extra keys and to return all keys as given at the end of the tenancy.

3.24. The TENANT(S) agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the tenants' transfer processing fee as on the clause 3.48.

3.25. The TENANT(S) agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises in accordance with the water restrictions *if applicable to the premises.*

3.26. The TENANT(S) in the occupation of the premises is changed during the term of the tenancy, the TENANT(S) must as soon as practicable notify the OWNER or AGENT in writing and comply with clause 2.5.

3.27. The TENANT(S) assign the tenancy or sub-let in contrary to clause 2.5, or the TENANT(S) abandon the premises, the TENANT(S) may be required to reimburse the OWNER's letting expenses including:
- a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new tenant and rental tenancy database reference check on new applicants;
- b) Continue to pay rental in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- c) Leave the premises in a clean and undamaged state as on the Entry Condition Report.

3.28. The TENANT(S)' obligation to pay the OWNER's re-letting expenses is dependant upon the OWNER taking reasonable steps to mitigate any loss arising from the TENANT(S) default or due to the event on clause 3.27.

3.29. If the TENANT(S) wishes to vacate the premises at the expiration of this Agreement, the TENANT(S) shall give the OWNER or AGENT a written notice of the TENANT(S)' intention to vacate 28 days prior to the expiration of the Agreement.

Initial MB

2.2. CLEANLINESS OF THE PREMISES
a) The OWNER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT(S) is to enter into occupation of the premises.
b) The TENANT(S) must keep the premises in a reasonably clean condition during the period of Agreement.

2.3. USE OF PREMISES
a) The TENANT(S) must not use or allow the premises to be used for any illegal purpose.
b) The TENANT(S) must not use or allow the agent to be used in such a manner that causes a nuisance or interfere with the reasonable peace, comfort or privacy of any occupant(s) of neighbouring premises.

2.4. QUIET ENJOYMENT
The OWNER must take all reasonable steps to make sure that the TENANT(S) has quiet enjoyment of the premises.

2.5. ASSIGNMENT OR SUB-LETTING
a) The TENANT(S) must NOT assign or sub-let the whole or any part of the premises without the consent of the OWNER. The OWNER'S consent must not be unreasonably withheld.
b) The OWNER must not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the OWNER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated on clause 3.48 in order to transfer a tenant within an existing agreement that has more than three months expiration term.

3. *RESIDENTIAL TENANCIES ACT 1997*
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party (Note: reference should be made to the *Residential Tenancies Act 1997* for further Rights and Duties). ADDITIONAL TERM(S) which do not take away the rights and duties included in the *Residential Tenancies Act 1997* may be set out in this Section. Moreover, additional terms must also comply with the Unfair Contract Terms under the *Fair Trading Act 1999*.

3.1. The TENANT(S) shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The TENANT(S) shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The TENANT(S) shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the TENANT(S) shall pay the OWNER all increased premiums and any other expenses incurred as a consequence of this term.

3.4. The TENANT(S) agrees to pay the OWNER any excess amount or any additional premium charged by the OWNER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises where the damage has been caused by the TENANT(S), or by anyone on the premises with the consent of TENANT(S).

3.5. The TENANT(S) shall indemnify the OWNER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT(S) or anyone on the premises with the consent of the TENANT(S). Without limiting the generality of the foregoing, the TENANT(S) shall indemnify the OWNER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the TENANT(S), or by anyone on the premises with the consent of the TENANT(S).

3.6. The TENANT(S) shall notify the OWNER or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983*.

3.7. The TENANT(S) shall indemnify the OWNER against all liabilities in respect of injury or damage to any third person or third party to the premises arising from any conduct, act, or omission by the TENANT(S), or the TENANT(S)'S servants, agents and/or invitees.

3.8. The TENANT(S) shall not paint, or affix any sign, or any antenna onto the premises, or any installation of National Broadband Network, or affix any nail, screw, fastening, or adhesive to the interior of the premises without the prior written consent of the OWNER or AGENT. The TENANT(S) acknowledges and agrees that any damages done to the rental premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.9. The TENANT(S) acknowledges that it is the TENANT(S)' responsibility upon the termination of the Agreement to deliver the keys of the premises held by the TENANT(S) to the AGENT'S office in person, and that rent on the premises is payable until such time as the keys are delivered.

3.10. The TENANT(S) shall not use the premises for any purpose other than for residential purposes without the written consent of the OWNER. If the TENANT(S) wants to use the premises as a residence and for an ancillary purpose, the TENANT(S) must first obtain the OWNER's written consent. Consent is at the OWNER's discretion. If consent is given it may be subject to reasonable conditions, and before this agreement terminates, the TENANT(S) must comply with Section 64 (2) of the *Residential Tenancies Act 1997*.

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RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.5.0.0/0119

1. GENERAL CONDITION

This form is the written record of your Tenancy Agreement. This is a binding contract under the *Residential Tenancies Act 1997*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the OWNER/AGENT and TENANT(S) must complete an Entry Condition Report, and both keep a copy for their records. TENANT(S) must return the *Entry Condition Report within 3 (three) business days*; beyond that TENANT(S) agreed and accepted the condition of the premises as on the Entry Condition Report.

1.1. PREMISES AND RENT

The OWNER lets the TENANT(S) of the PREMISES specified in Schedule A together with those items indicated in Schedule A, for which the RENTAL shall be the amount specified in Schedule A commencing on the date specified in Schedule A and payable by the TENANT(S) to the party specified in Schedule A.

1.2. BOND

The TENANT(S) shall pay a BOND of the amount specified in Schedule A to the OWNER/AGENT on or before the signing of this Agreement. In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the BOND with the Residential Tenancies Authority within 10 business days after receiving the BOND.

1.3. FIXED TERM TENANCY

The term of this Agreement must be as specified in Schedule A. COMMENCING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the Provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

OR

PERIODIC TENANCY

The Agreement must commence on the date specified in Schedule A and continue until terminated in accordance with the *Residential Tenancies Act 1997*.

1.4. CONSENT TO ELECTRONIC SERVICE

a) Express Consent
The OWNER and the TENANT(S) consent to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8 at the email address specified in Schedule A.

b) Inferred Consent
The OWNER or the TENANT(S) must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications if the LANDLORD or the TENANT(S) has not consented to electronic service.

c) Change of Electronic Address
The OWNER or the TENANT(S) must immediately give notice in writing to the other party if the email address for electronic service specified in Schedule A changes.

d) Withdrawal of Consent
1. The LANDLORD or the TENANT(S) may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic communication.

e) Additional Terms
"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. CONDITION OF THE PREMISES

The OWNER must ensure that the premises are maintained in good repair. If the OWNER owns or controls the common areas relating to those premises, the OWNER must take reasonable steps to ensure that the common areas are maintained in good repair.

2.1. DAMAGE TO THE PREMISES

a) The TENANT(S) must ensure that care is taken to avoid any damage to the premises.
b) The TENANT(S) must take reasonable care to avoid damage to the premises and any common areas.
c) The TENANT(S) who becomes aware of damage to the rented premises must give notice to the OWNER of any damage to the premises as soon as practicable.

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