
Contract of Sale of Land

Property address: 301/2-6 St Kilda Road, St Kilda, Victoria 3182

Vendor: Symona Gingis

Purchaser:

Prepared by
W T Bown & Associates
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Ref: :SC:23-1718

SALE OF LAND REGULATIONS 2005

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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 purchaser of the property.

Important Notice to Interested Purchasers

The information included in Contract of Sale/ Section 32 has been supplied to us by vendor. W T Bown & Associates accepts no responsibility if there has been any errors or omission in the documents. The documents are prepared based on information provided by vendor and the information available from Land data. It is possible that more information relating to this document may be included a later date, i.e., after SALE of property. It is Purchaser's sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale, and they do their own due diligence to confirm the information provided in the documents.

Contract of Sale of Land 2025 edition

Part 1

Property address: 301/2-6 St Kilda Road, St Kilda, Victoria 3182

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way 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.

Exceptions

The 3-day cooling-off period does not apply if:

- **you bought the property at or within 3 clear business days before or after a publicly advertised auction; 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 have 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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

SIGNING THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a complete copy of the contract including the Particulars of Sale, Special Conditions (if any), and the General Conditions.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On

,
Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On

Symona Gingis,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name	ABLE Real Estate	Phone	0435944942	Fax	
Address	Level 8/220 Collins Street, Melbourne, 3000	Email	sean.cho@ablerealty.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Symona Gingis	Name	W T Bown & Associates		
		Address	55 Tulip Street, Sandringham VIC 3191		
Address		Contact	Dina Dybner		
		Email	dybner@optusnet.com.au		
ACN/ABN		Phone	0401408104	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below.

Certificate of Title reference		being lot	on plan
Volume 11594	Folio 695	301	PS720250L

If no title or plan references appear in the table above, the land is as described in the section 32 statement, or the register search statement and the diagram location document 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:

301/2-6 St Kilda Road, St Kilda

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixed floor coverings, window furnishings and fixtures, light fittings and fixtures as inspected

PAYMENT

General condition 11

Price:

Plus GST: Nil Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By _____ of which \$ _____ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor:

See general condition 15(f) and (g)

GST payable

General condition 13

No, because:

Vendor not registered or required to be registered

Existing residential premises

Not in the course or furtherance of an enterprise

Going concern

Farmland used for farming business or sale of subdivided farmland to an associate

Yes, because:

Purchaser entitled to input tax credit

Purchaser **NOT** entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

- Vendor not registered or required to be registered
- The premises are not new
- The premises were created by substantial renovation
- The premises are commercial residential premises

No withholding for potential residential land because:

- Vendor not registered or required to be registered
- The land includes a building used for commercial purposes
- The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Settlement 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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- Entitled to vacant possession.

OR

- Subject to a lease**, particulars of which are:
 - Attached; or
 - As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within from the contract date (approval period).

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special conditions

Yes No

1.

2.

3.

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 this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)
-

1. Acceptance of title

General condition 12.4 is added:

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.

2. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

3. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement 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.

3.1 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.1 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.

1.2 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

1.4 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.

1.5 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

1.7 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

(d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

1.8 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

4. Default Interest

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of fifteen per centum (15% per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under Condition 6 of the said Table A or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of Condition 4 of the said Table A shall not apply to this Contract of Sale.

5. Nomination

Should the Contract disclose the property as sold to a Named Purchaser "and/or Nominee" (or similar words), the Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale. Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.

6. The Purchaser acknowledges having inspected the property hereby sold and acknowledges that he is purchasing the property in this present condition and state of repair and the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

7. Change of Settlement date.

Should the purchaser make a request for an amendment to the settlement date, the purchaser hereby agrees to pay the Vendor's legal fees of \$220 by way of separate bank cheque at settlement.

8. Notwithstanding any other condition contained in this Contract, the Purchaser shall be responsible for any levy struck in respect of the property arising out in respect of the property arising out of the matter referred to in the Owners Corporation Certificate regardless of when the levy is struck.

9. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed to this Contract of Sale.

10. Foreign Acquisition

The Purchaser warrants that if he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

11. Foreign resident capital gains withholding

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

11.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.

11.3 This special condition only applies 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

11.4 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.

11.5 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 in this special condition; and
- (b) ensure that the representative does so.

11.6 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 special 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 special 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.

11.7 The representative is taken to have complied with the obligations in special condition 6.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

11.8 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.

11.9 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 of *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.

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

12. Notwithstanding any other condition contain in this Contract, the Purchaser shall be responsible for any levy struck in respect of the property arising out of the matter referred to in the Owners Corporation Certificate regardless of when the levy is struck.

13. Mathematical Miscalculations

13.1 Within 3 (three) months of the settlement date either party may give notice to the other party that a calculation or mathematical mistake occurred in calculation of settlement figures, rates taxes or Owners Corporation levies, this condition.

13.2 The parties must correct the mistake and the appropriate amount must be paid to the required party if notice is given under

14. LAND TAX

All COS that signed on or after 01/01/2024 Land Tax will not be adjusted.

Purchaser representative to provide a current Land Tax Certificate with SOA and to be deducted and paid at settlement.

15. CHRISTMAS and NEW YEAR PUBLIC HOLIDAYS PERIOD & OTHER OFFICE CLOSURE DAYS.

Please ensure you do NOT choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

14.1 Notwithstanding any other provisions in this Contract: -

a) For the purposes of this Contract, "Business Day" means a day that is not Saturday, a Sunday or a Public Holiday in Melbourne

b) It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and Weekend (for example, "Melbourne Cup Monday", being the 1st Monday in November), and during the period between 20/12/2024 and 13/01/2025 (inclusive as to the above range of dates, and thereafter jointly & severally called the "Office Closure Period"), that the great majority of Conveyancing Practices, law firms and Settlement Agents are Closed for Business, Estate Agents are often unable to arrange "Final Inspections" under GC 22 due to their own staff holidays or Vendors being away on Holidays themselves, Banks and most other Lenders are operating on severely restricted "skeleton staff" there are numerous Public Holidays are Land Registry have also in the past closed for some additional days (and are expected to do so again during the Office Closure Period);

c) If Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed nevertheless that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on 14th January , 2025;

d) The Purchaser and/or their Conveyancing Representative may not issue a Default Notice upon the Vendor or their Conveyancer/Legal Representative during the Office Closure Period arising from or in connection with the failure to complete this Contract or any other alleged breach during the Office Closure Period, or for any other reason, and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

e) Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income, outgoings or for any increased Land Tax liability by virtue of settlement falling into the next Calendar Year.

Contract of sale of land 2023 edition

Part 2

General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
 - (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

(b) The vendor further warrants that the vendor has no knowledge of any of the following:

- (i) Public rights of way over the land;
- (ii) Easements over the land;
- (iii) Lease or other possessory agreement affecting the land;
- (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.

(c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (i) 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
- (ii) 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
- (iii) 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.

(e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

(a) 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.

(b) The purchaser may not:

- (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

(a) 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.

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

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

(a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

(b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.

(c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

(a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

- (ii) Amount to be withheld by the purchaser

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. 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.

19. 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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor Statement

Property address: 301/2-6 St Kilda Road, St Kilda, Victoria 3182

Vendor: Symona Gingis

Purchaser:

W T Bown & Associates

55 Tulip Street, Sandringham VIC 3191
Phone: (03)9597 0111
Email: dybner@optusnet.com.au
Ref: :SC:23-1718

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land	301/2-6 St Kilda Road, St Kilda 3182
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SIGNED BY THE VENDOR

Vendor's name	Symona Gingis	Date / /
Vendor's signature		

SIGNED BY THE PURCHASER

Purchaser's name		Date / /
Purchaser's signature		

SIGNED BY THE PURCHASER

Purchaser's name		Date / /
Purchaser's signature		

FINANCIAL MATTERS

(a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**

(i) Their total does not exceed:

(b) **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.**

N/A To N/A

Other particulars, including dates and times of payments:
N/A

(c) **Terms contract**

This section 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.

(d) **Sale subject to mortgage**

This section 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.

(e) **Commercial and Industrial Property Tax Reform Act 2024**

(i)	Is the land Tax Reform Scheme Land within the meaning of the Act?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(ii)	The Australian Valuation Property Classification Code, within the meaning of the Act, most recently allocated to the land is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	AVPCC No. 125
(iii)	If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Act is set out in the attached municipal rates notice, property clearance certificate, or is as follows:	Entry Date: OR <input checked="" type="checkbox"/> Not applicable

INSURANCE

(a) **Damage and destruction**

This section 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.

(b) **Owner builder**

This section 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.

LAND USE

(a) **Easements, covenants or other similar restrictions**

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

Not Applicable.

(b) **Road access**

There is NO access to the property by road.

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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.

(b) **Agricultural chemicals**

Particulars of any 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 are as follows:

Not Applicable.

(c) **Compulsory acquisition**

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

Not Applicable.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

OWNERS CORPORATION

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

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services are NOT connected to the land:

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

Attached are copies of the following documents:

SUBDIVISION

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

This section 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.

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 affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth):

Not Applicable.

DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

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

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 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.

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

Signed by Council: Port Phillip City Council, Council Ref: P0673/2013, S/48/2013, Original Certification: 31/07/2015, S.O.C.: 31/07/2015

SUBDIVISION ACT 1988		LRS USE ONLY	PLAN NUMBER	
PLAN OF SUBDIVISION		EDITION 2	PS 720250L	
LOCATION OF LAND PARISH: PRAHRAN TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 68A (PART) TITLE REFERENCES: VOL.9524 FOL.313 LAST PLAN REFERENCE: LOT 1 ON TP202557K POSTAL ADDRESS: 2 - 6 St. KILDA ROAD <small>(at time of subdivision)</small> St. KILDA VIC 3182 MGA CO-ORDINATES: E 322 600 ZONE: 55 <small>(of approximate centre of land in plan)(D.C.M.B.)</small> N 5 808 100 GDA 94		COUNCIL NAME : PORT PHILLIP CITY COUNCIL S/48/2013 REF : S038794A SPEAR REF :		
VESTING OF ROADS OR RESERVES		ICON - 2-6 ST. KILDA ROAD		
IDENTIFIER	COUNCIL / BODY / PERSON	TOTAL AREA OF LAND IN THIS PLAN: 943m ²		
NIL	NIL	DEPTH LIMITATION: DOES NOT APPLY		
NOTATIONS				
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2. LOTS 4 AND 5 HAVE BEEN OMITTED FROM THIS PLAN. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: BOUNDARIES MARKED "M" - MEDIAN OF WALLS INTERIOR FACE: ALL OTHER BOUNDARIES EXCEPT FOR THOSE BOUNDARIES SHOWN MARKED M, THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY NO. 1.		ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.		
		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
EASEMENT INFORMATION			THIS IS A SPEAR PLAN	
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. P0673/2013 SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----	
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF
ORIGINAL SHEET SIZE A3		SHEET 1 OF 35 SHEETS		LICENSED SURVEYOR NEIL OLIVER
 Reeds Consulting Pty Ltd Lvl 4, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		DIGITALLY SIGNED		PLAN REGISTERED
		REF: 21730/1PS VERSION: K		TIME: 1:56 PM
		DATE: 28/07/15 1PS-K.DGN		DATE: 31 / 8 / 2015
				Laura Campbell Assistant Registrar of Titles

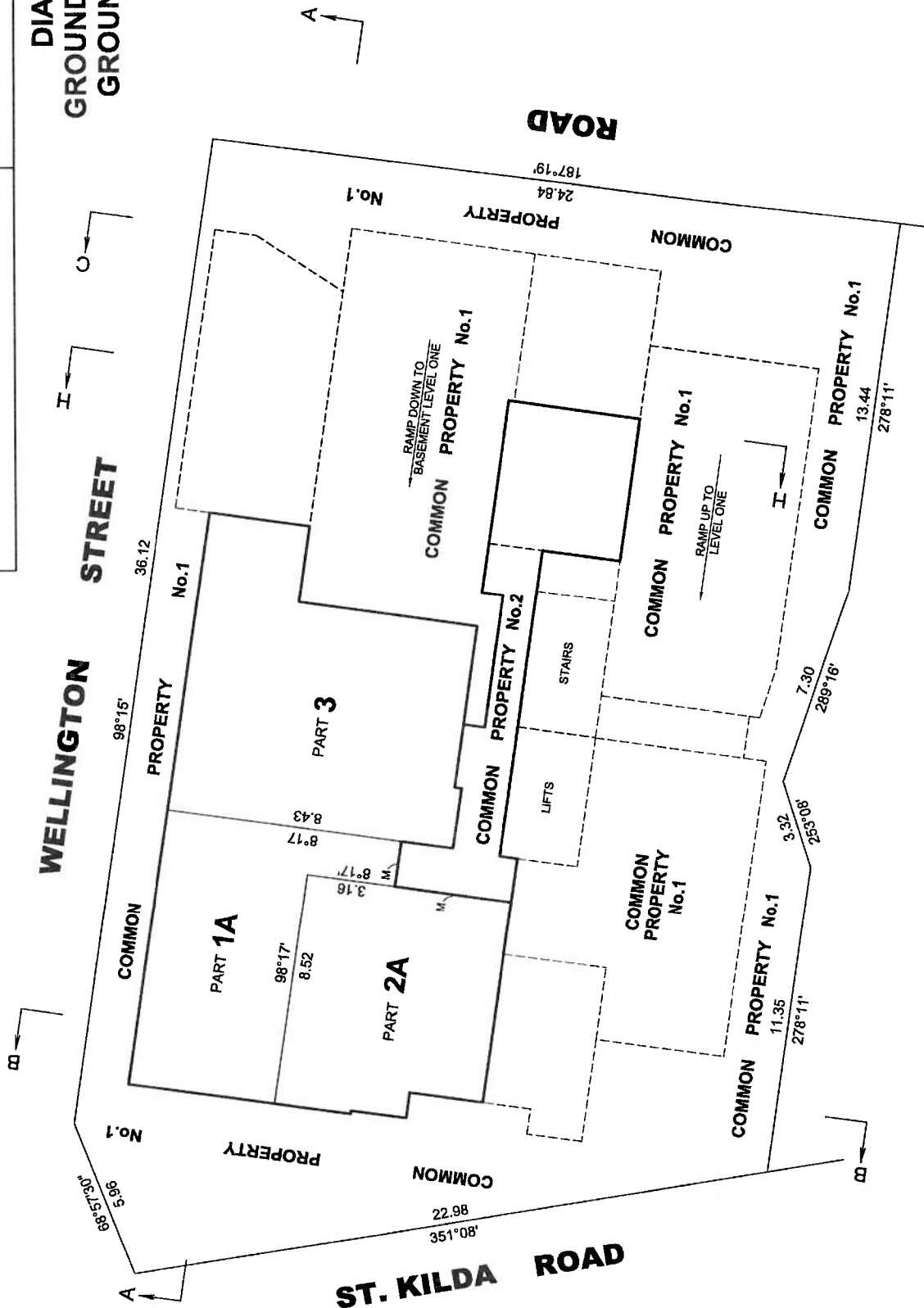
LOT INDEX SHEET				SUBDIVISION ACT 1988 PLAN OF SUBDIVISION				PLAN NUMBER PS 720250L			
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
1A	4	3, 4, 9	901	2	8, 17, (28)						
2A	2	3, 9	902	3	4, 7, 17, (26)						
3	3	3, 9	903	3	4, 7, 17, (26)						
4	1	7, (28)	904	3	4, 10, 17, (26)						
6	1	10	905	3	7, 17, (28)						
7	1	10	906	3	4, 10, 17, (26)						
8	1	10	907	3	4, 10, 17, (26)						
9	1	5, (27)	908	3	5, 17, (27)						
			909	3	4, 5, 17, (26)						
301	2	4, 11, (26)									
302	2	4, 11, (26)	1001	3	7, 18, (28)						
303	2	4, 11, (26)	1002	3	4, 6, 18, (26)						
304	2	4, 11, (26)	1003	3	6, 18, (27)						
305	3	4, 5, 11, (26)	1004	2	7, 18, (28)						
306	2	6, 11, (27)	1005	2	4, 18						
307	2	4, 11, (26)	1006	3	5, 18, (27)						
308	2	4, 11, (26)	1007	3	4, 10, 18, (26)						
309	2	6, 11, (27)									
310	3	5, 11, (27)	1101	3	8, 19, (28)						
311	3	5, 8, 11, (28)	1102	3	4, 7, 19, (26)						
312	2	5, 11	1103	3	4, 7, 19, (26)						
			1104	3	6, 19, (27)						
401	2	7, 12, (28)	1105	3	4, 6, 19, (26)						
402	3	8, 12, (28)	1106	2	8, 19						
403	3	8, 12, (28)	1107	3	5, 19, (27)						
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407	3	8, 12, (28)	1202	3	7, 20, (28)						
408	3	8, 12, (28)	1203	3	7, 20, (28)						
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411	3	5, 12, (27)	1206	3	5, 20, (27)						
412	2	10, 12	1207	3	4, 20, (26)						
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710	3	4, 10, 15, (26)	1703	2	6, 25						
711	2	10, 15	1704	2	8, 25						
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808	3	4, 10, 16, (26)									
809	3	6, 16, (27)									

(No.) - INDICATES ENLARGEMENT SHEET NUMBER

ORIGINAL SHEET SIZE A3	SHEET 2	LICENSED SURVEYOR NEIL OLIVER	COUNCIL NAME : PORT PHILLIP CITY COUNCIL
 Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		DIGITALLY SIGNED	REF : S/48/2013
		REF: 21730	VERSION:
		DATE: 02/02/16	SPEAR REF :
			TC-B.DGN

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PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 1
GROUND LEVEL AND
GROUND STOREY



SHEET 3		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR : NEIL OLIVER		REF : S/48/2013	
SCALE : 1:150		SPEAR REF :	
ORIGINAL SHEET SIZE : A3		DATE: 02/02/16	
SCALE BAR (METRES)		VERSION: TC-B.DGN	
LENGTHS ARE IN METRES		DATE: 02/02/16	
REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 P (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		DATE: 02/02/16	

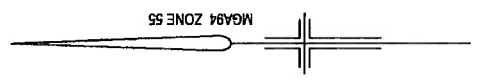
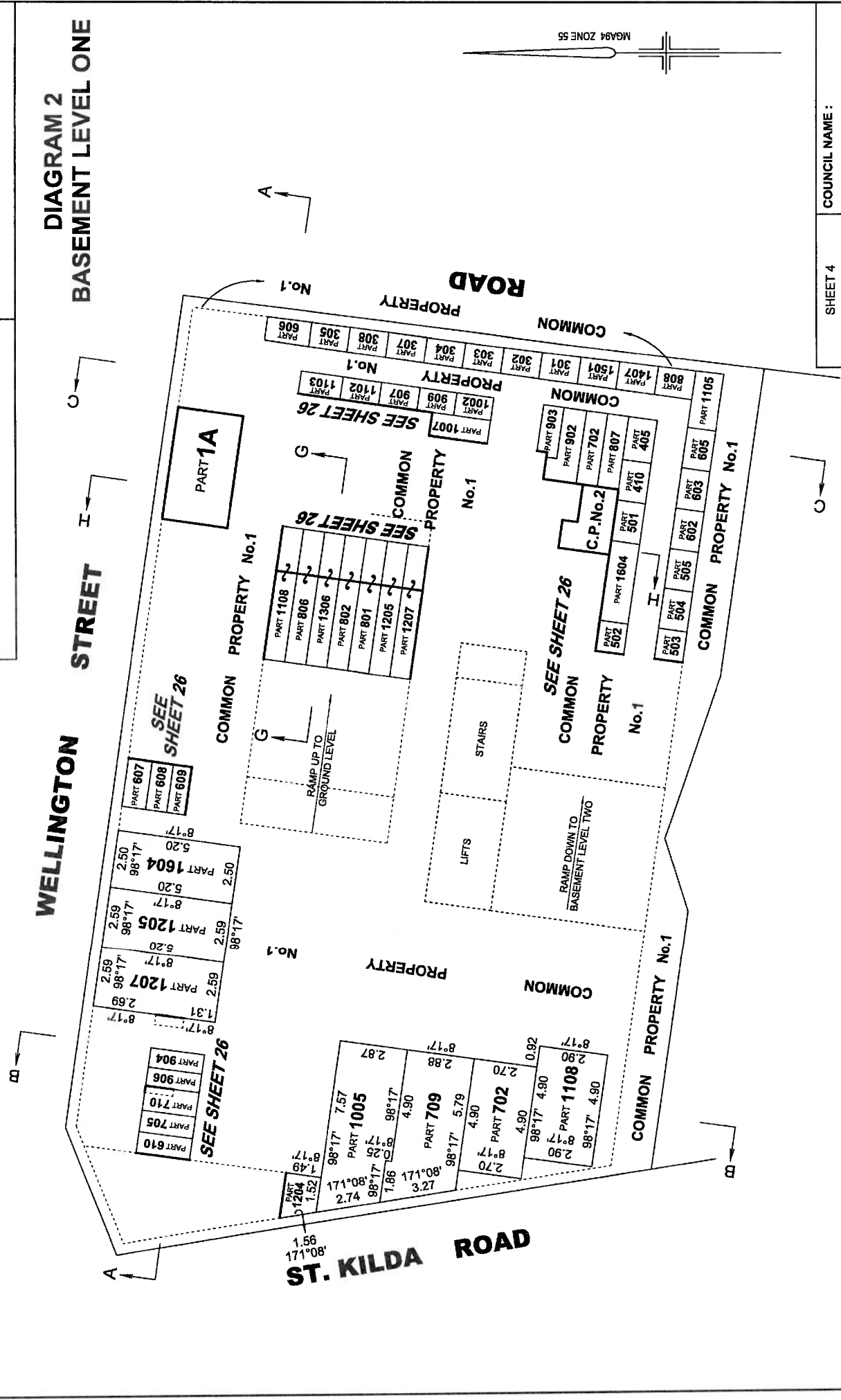
PLAN NUMBER
PS 720250L

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

**DIAGRAM 2
BASEMENT LEVEL ONE**

WELLINGTON STREET

ST. KILDA ROAD

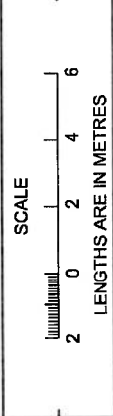


COUNCIL NAME :
PORT PHILLIP CITY COUNCIL
REF : S/48/2013
SPEAR REF :

SHEET 4
LICENSED SURVEYOR : NEIL OLIVER
DIGITALLY SIGNED
VERSION : DATE : 02/02/16
TC-B.DGN

ORIGINAL SCALE 1:150
SHEET SIZE A3

LENGTHS ARE IN METRES

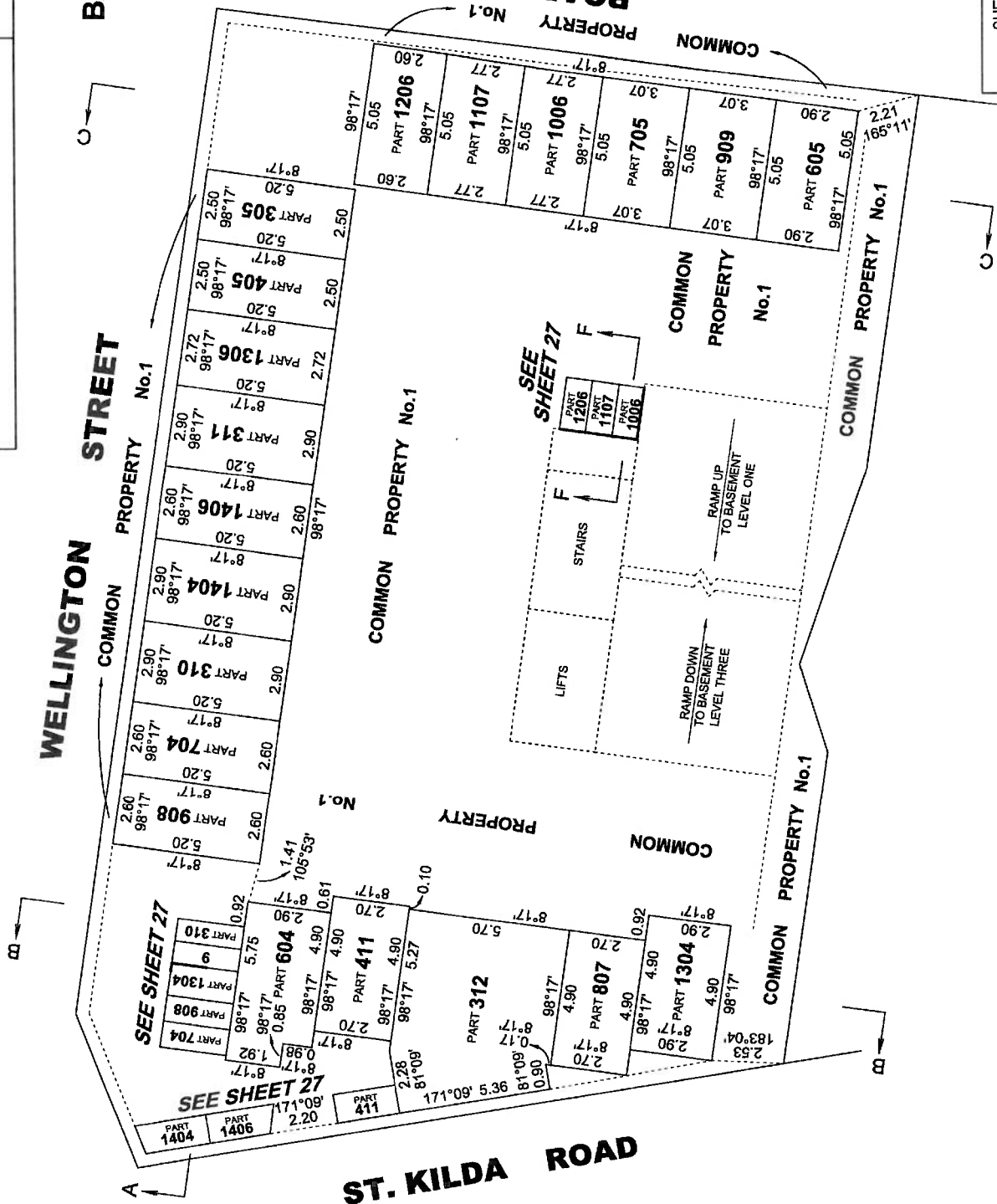


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 PLAN NUMBER
PS 720250L

DIAGRAM 3
BASEMENT LEVEL TWO



SHEET 5		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR : NEIL OLIVER		REF : S/48/2013	
ORIGINAL SCALE 1:150		SPEAR REF :	
SHEET SIZE A3		DATE: 02/02/16	
LENGTHS ARE IN METRES		TC-B.DGN	
DIGITALLY SIGNED		VERSION: 21730	

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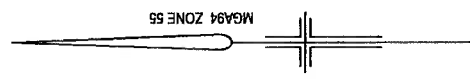
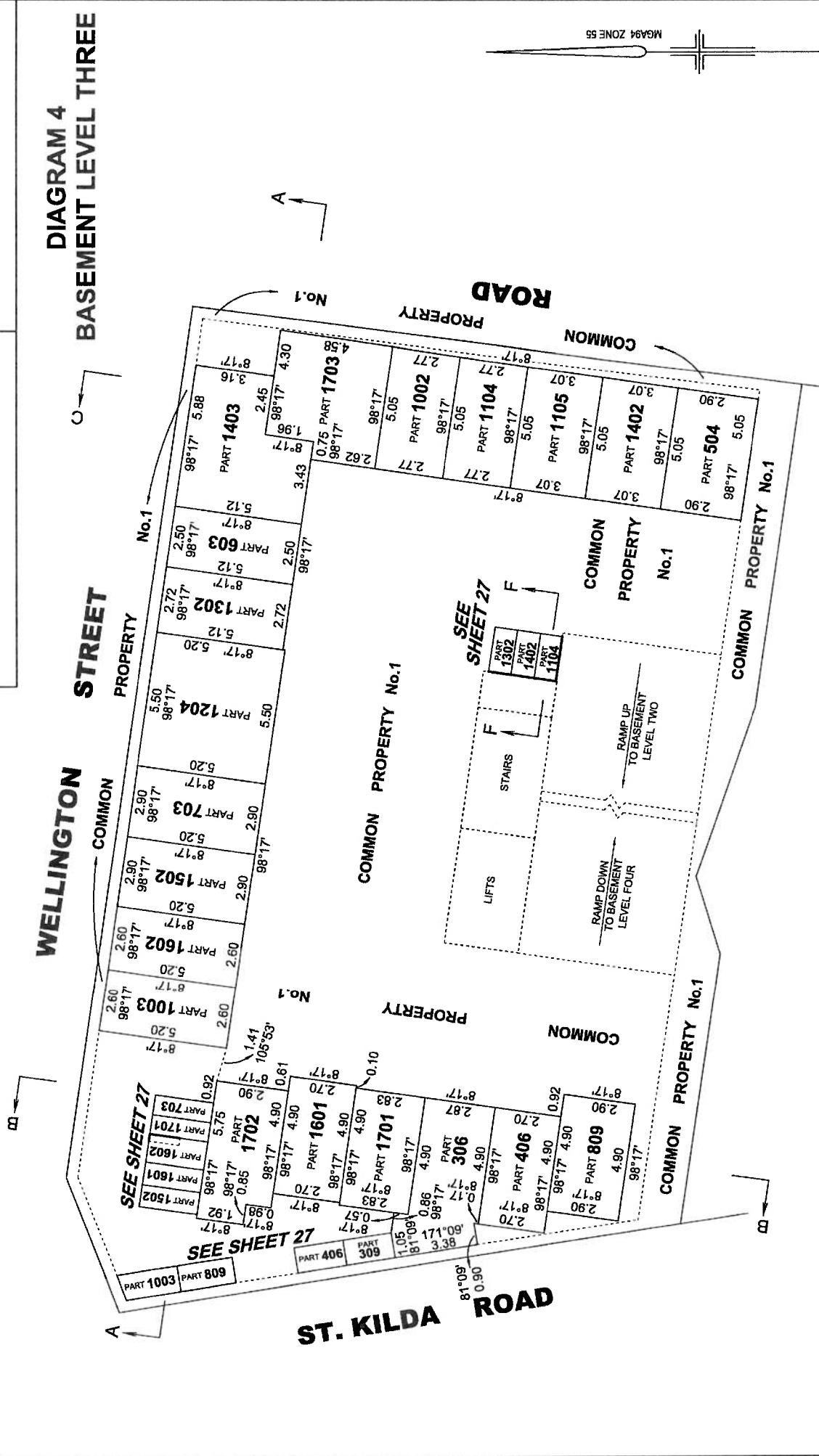


SCALE



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DIAGRAM 4
BASEMENT LEVEL THREE



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SCALE
2 0 2 4 6
LENGTHS ARE IN METRES

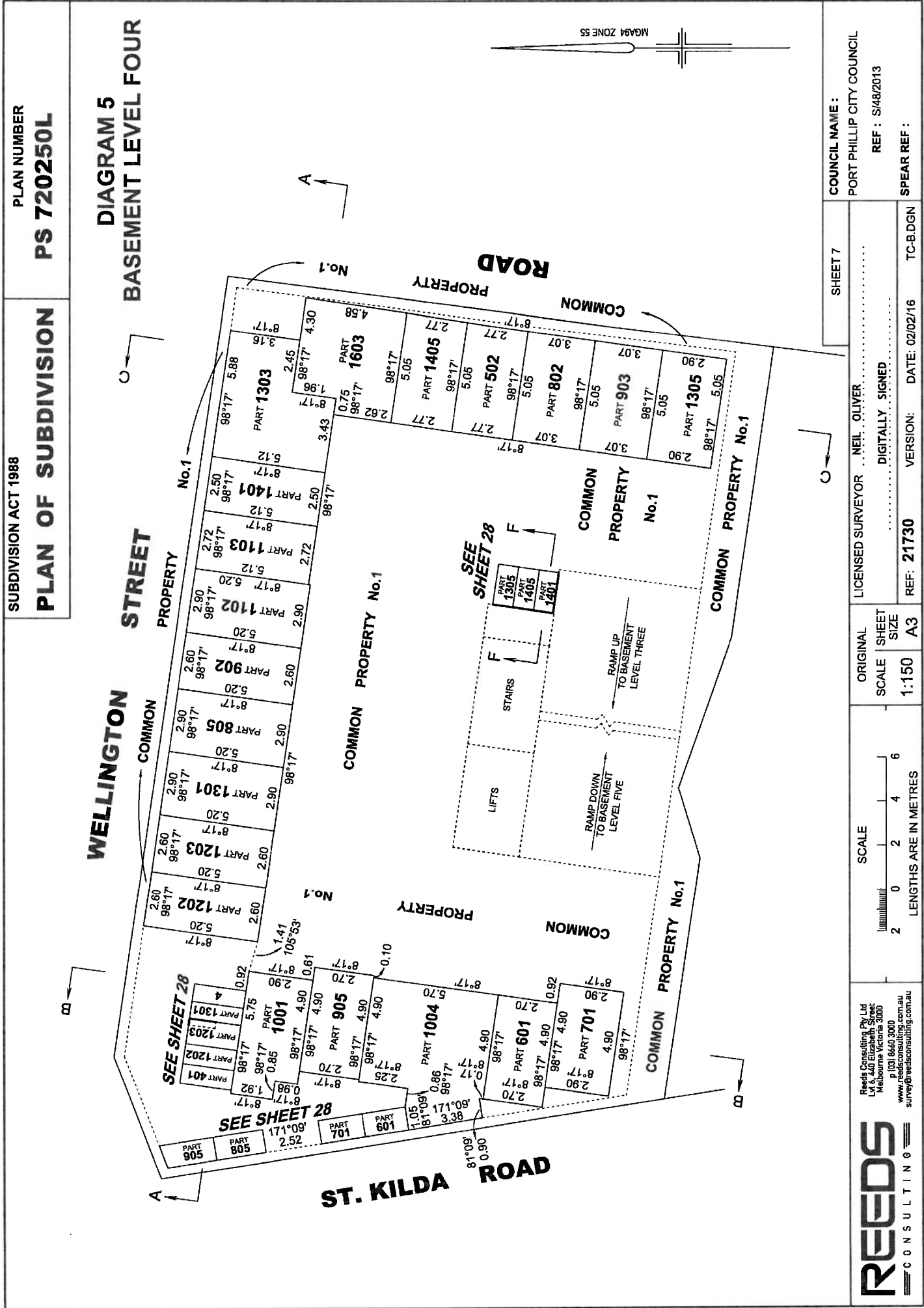
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SHEET SIZE A3

LICENSED SURVEYOR ... NEIL OLIVER
DIGITALLY SIGNED

REF: 21730 VERSION: DATE: 02/02/16 TC-B.DGN

SHEET 6

COUNCIL NAME :
PORT PHILLIP CITY COUNCIL
REF : S/48/2013
SPEAR REF :



SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 5
BASEMENT LEVEL FOUR

COUNCIL NAME :
 PORT PHILLIP CITY COUNCIL
REF : S/48/2013
SPEAR REF :

SHEET 7
 LICENSED SURVEYOR : NEIL OLIVER
 DIGITALLY SIGNED
VERSION : DATE: 02/02/16
TC-B.DGN

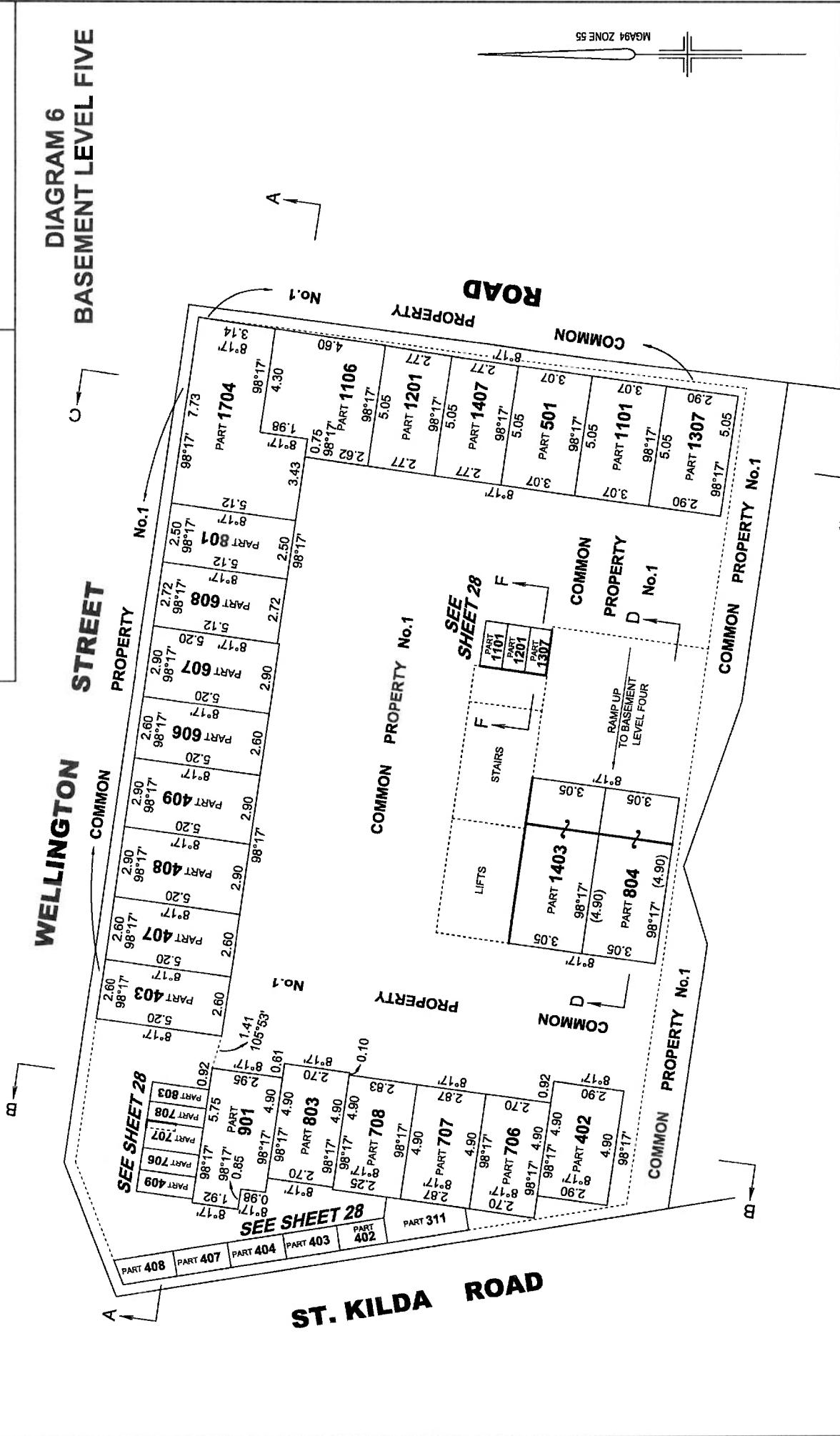
ORIGINAL SHEET SCALE SIZE
 1:150 A3

SCALE
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 LENGTHS ARE IN METRES

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DIAGRAM 6
BASEMENT LEVEL FIVE



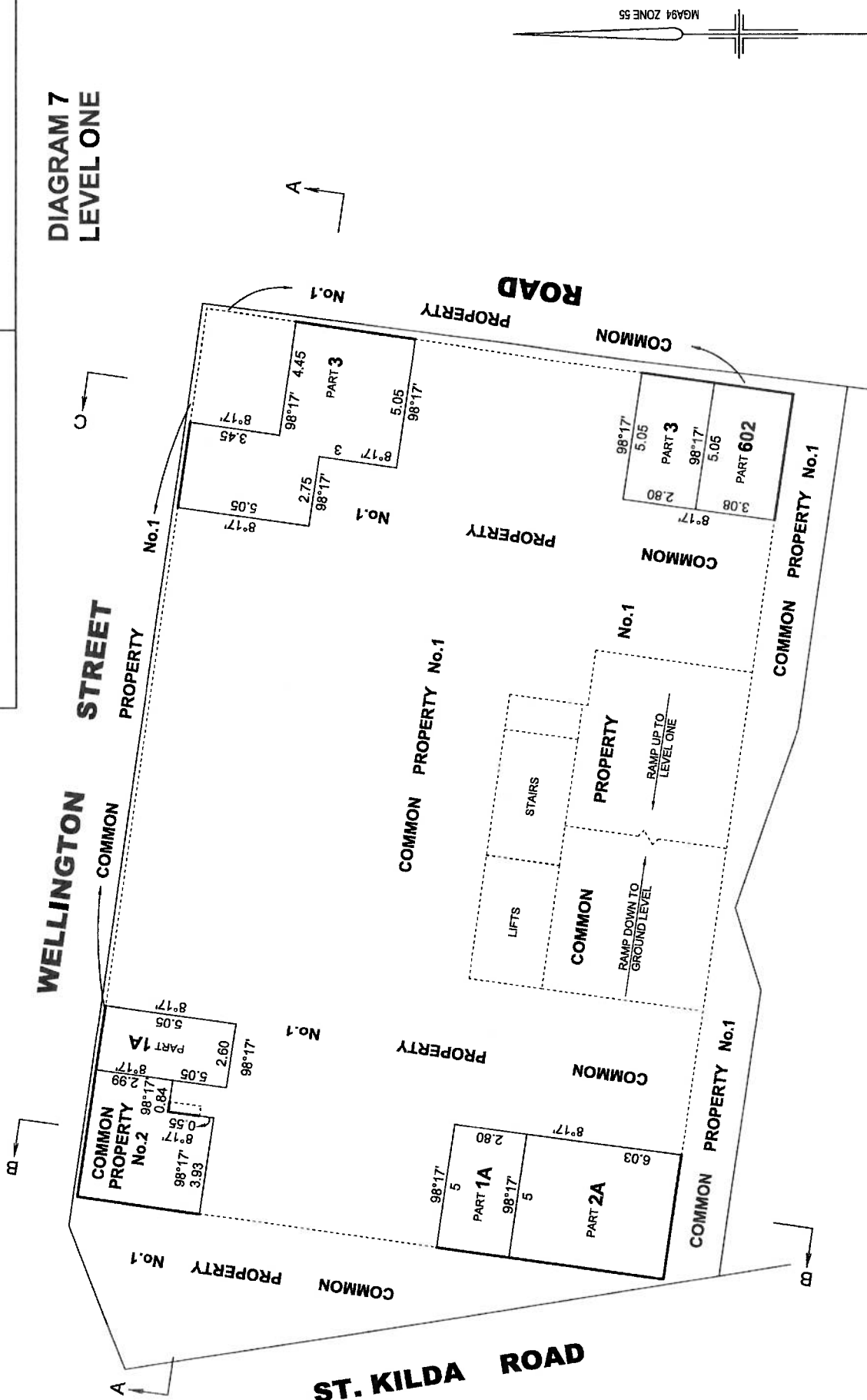
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LICENSED SURVEYOR : NEIL OLIVER		DATE: 02/02/16	
DIGITALLY SIGNED		VERSION: TC-B.DGN	
ORIGINAL SCALE	SHEET SIZE	REF: 21730	DATE: 02/02/16
1:150	A3		

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**DIAGRAM 7
 LEVEL ONE**



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SCALE
 2 0 2 4 6
 LENGTHS ARE IN METRES

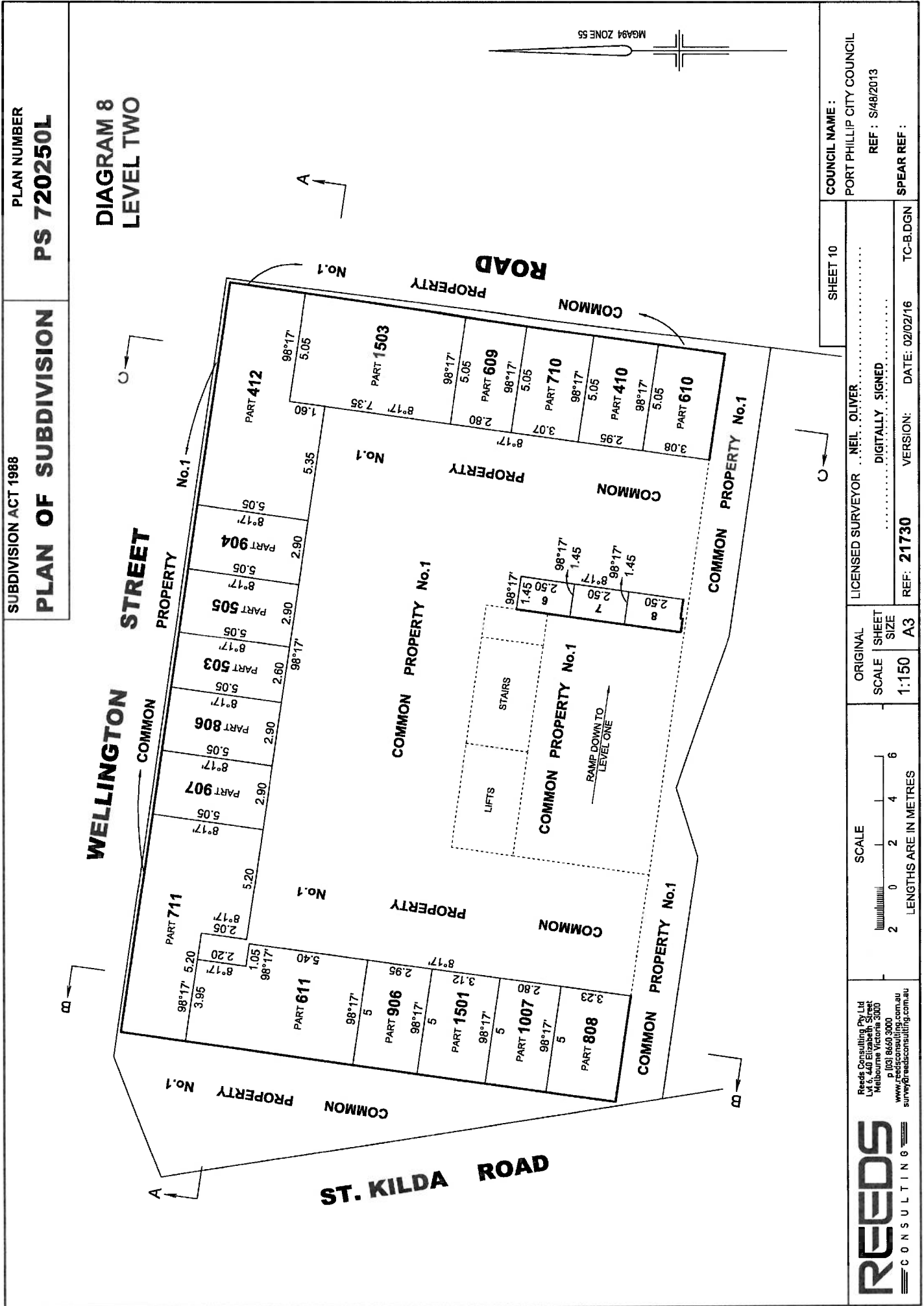
ORIGINAL SCALE SHEET SIZE
 1:150 A3

LICENSED SURVEYOR NEIL OLIVER
 DIGITALLY SIGNED

REF: 21730 VERSION: DATE: 02/02/16 TC-B.DGN

SHEET 9

COUNCIL NAME :
 PORT PHILLIP CITY COUNCIL
 REF: S/48/2013
 SPEAR REF: .



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PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 8
LEVEL TWO

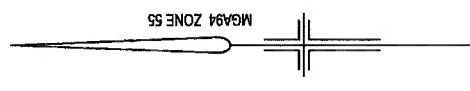
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 PORT PHILLIP CITY COUNCIL
 REF : S/48/2013
 SPEAR REF :

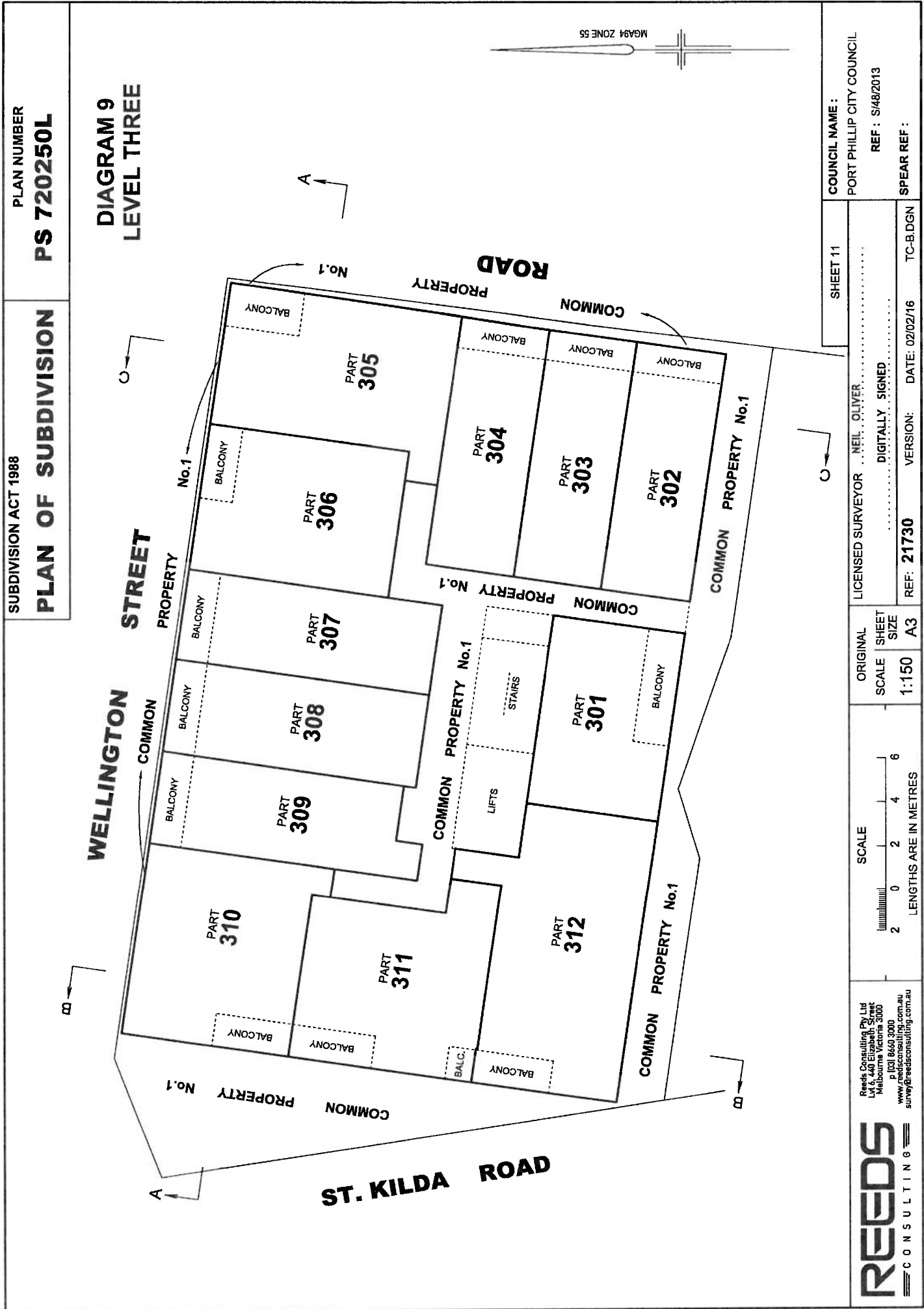
SHEET 10
 LICENSED SURVEYOR : NEIL OLIVER
 DIGITALLY SIGNED
 REF : 21730
 VERSION :
 DATE : 02/02/16
 TC-B.DGN

ORIGINAL SCALE 1:150
 SHEET SIZE A3

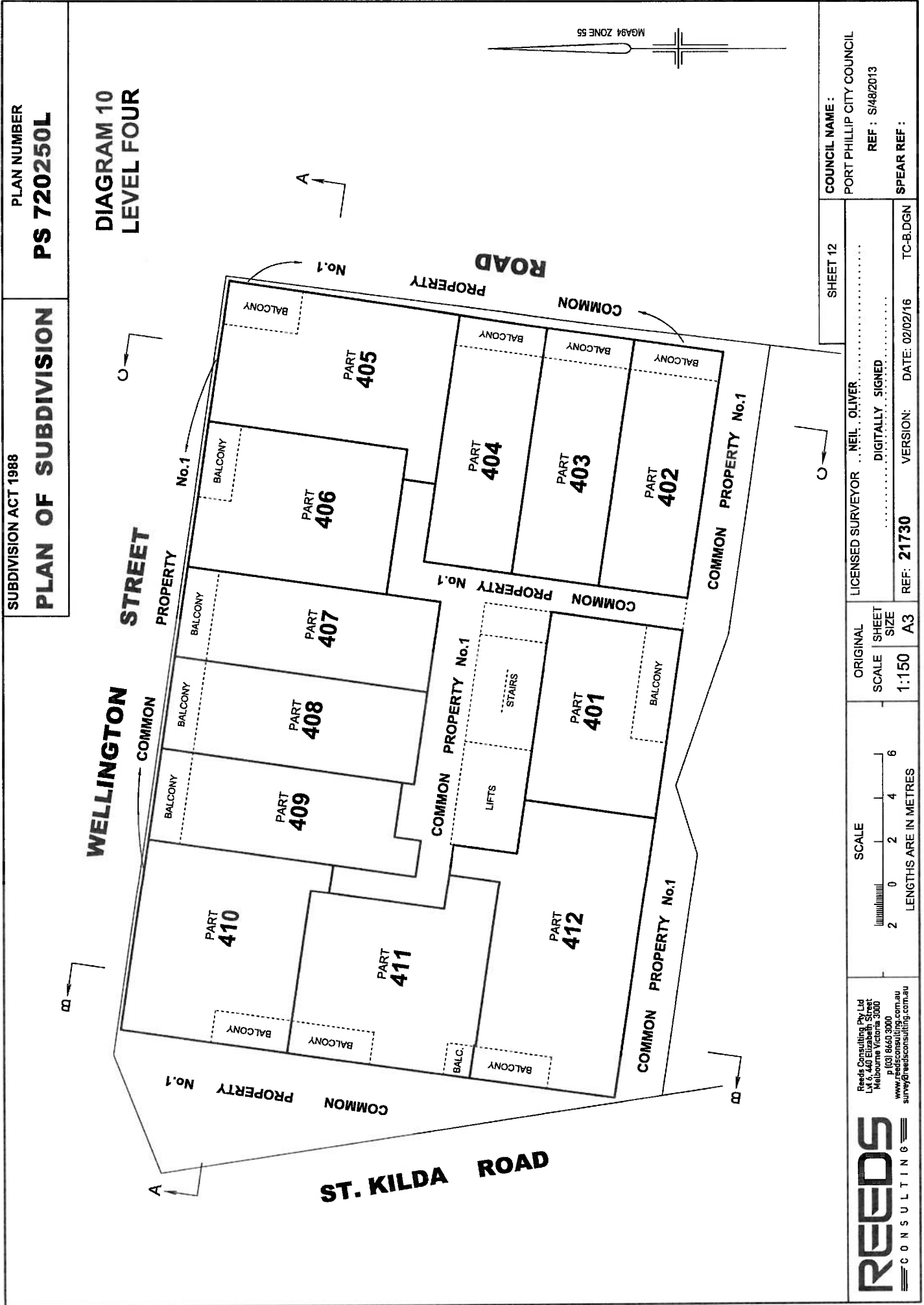
SCALE
 0 2 4 6
 LENGTHS ARE IN METRES

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<p>COUNCIL NAME : PORT PHILLIP CITY COUNCIL</p> <p>REF : S/48/2013</p> <p>SPEAR REF :</p>		<p>SHEET 11</p>	
<p>LICENSED SURVEYOR : NEIL OLIVER</p> <p>DIGITALLY SIGNED</p>		<p>VERSION : DATE: 02/02/16 TC-B.DGN</p>	
<p>ORIGINAL SCALE</p> <p>1:150</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p> <p>0 2 4 6</p>	
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**DIAGRAM 10
LEVEL FOUR**

COUNCIL NAME :
PORT PHILLIP CITY COUNCIL
REF : S/48/2013
SPEAR REF :

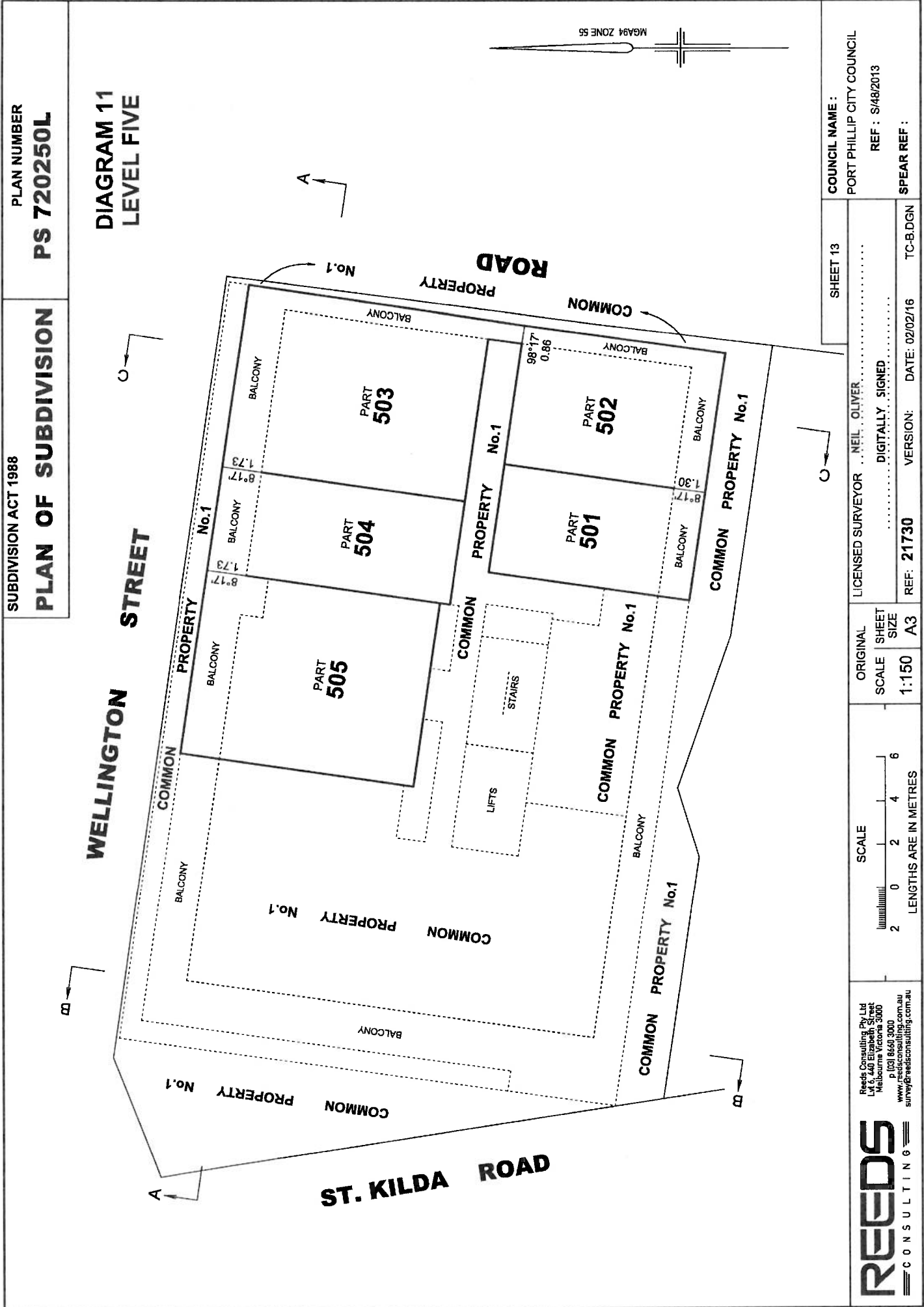
SHEET 12
LICENSED SURVEYOR : NEIL OLIVER
DIGITALLY SIGNED
VERSION : DATE : 02/02/16 TC-B.DGN

ORIGINAL SHEET SCALE SIZE
1:150 A3

SCALE
LENGTHS ARE IN METRES
0 2 4 6

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

**DIAGRAM 11
 LEVEL FIVE**

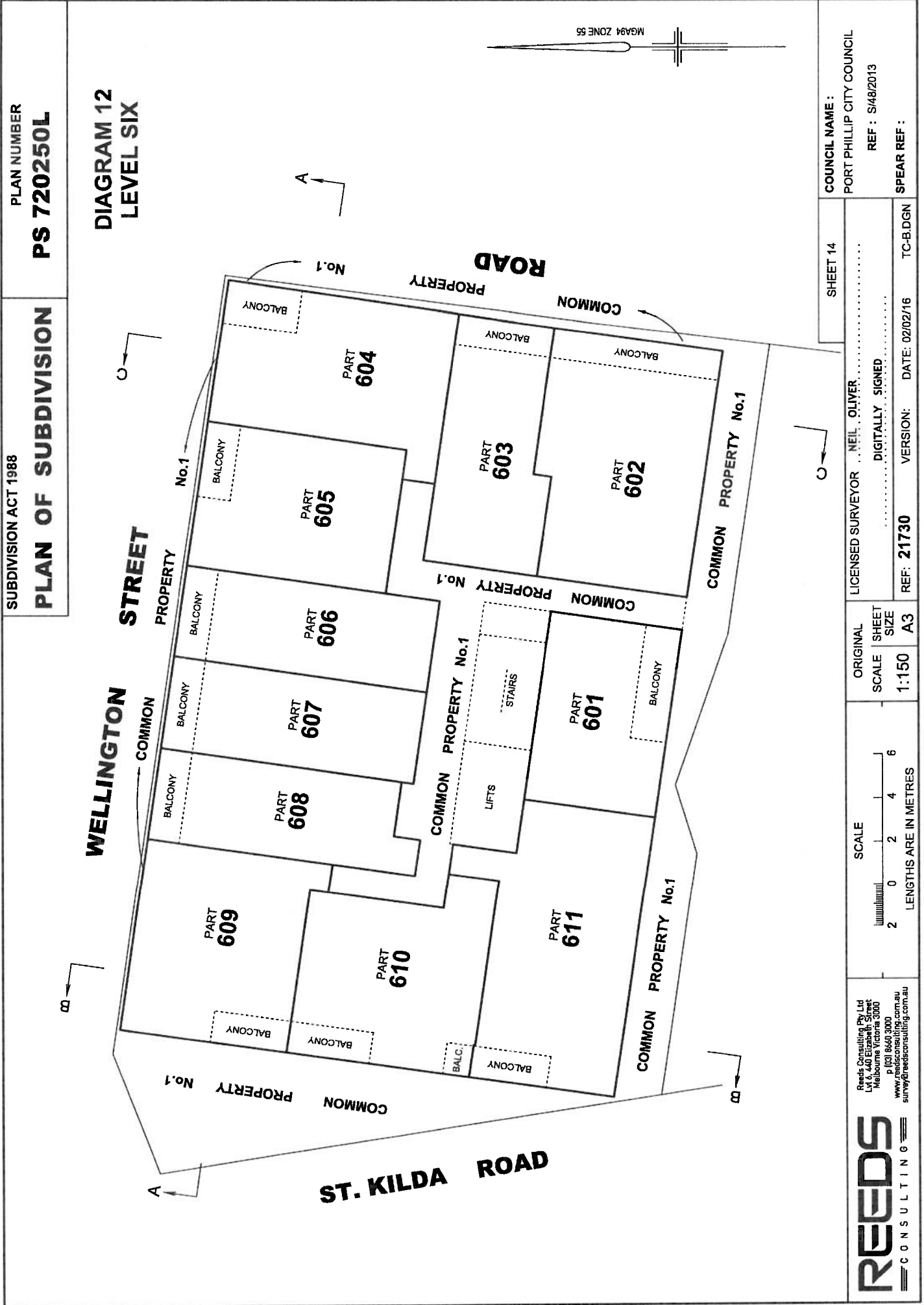
COUNCIL NAME :
 PORT PHILLIP CITY COUNCIL
 REF : S/48/2013
 SPEAR REF :

SHEET 13
 LICENSED SURVEYOR : NEIL OLIVER
 DIGITALLY SIGNED
 REF: 21730
 VERSION: DATE: 02/02/16
 TC-B.DGN

ORIGINAL SCALE 1:150
 SHEET SIZE A3

SCALE
 2 0 2 4 6
 LENGTHS ARE IN METRES

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 PLAN NUMBER
PS 720250L

DIAGRAM 12
LEVEL SIX

COUNCIL NAME :
 PORT PHILLIP CITY COUNCIL
REF : S48/2013
SPEAR REF :

SHEET 14

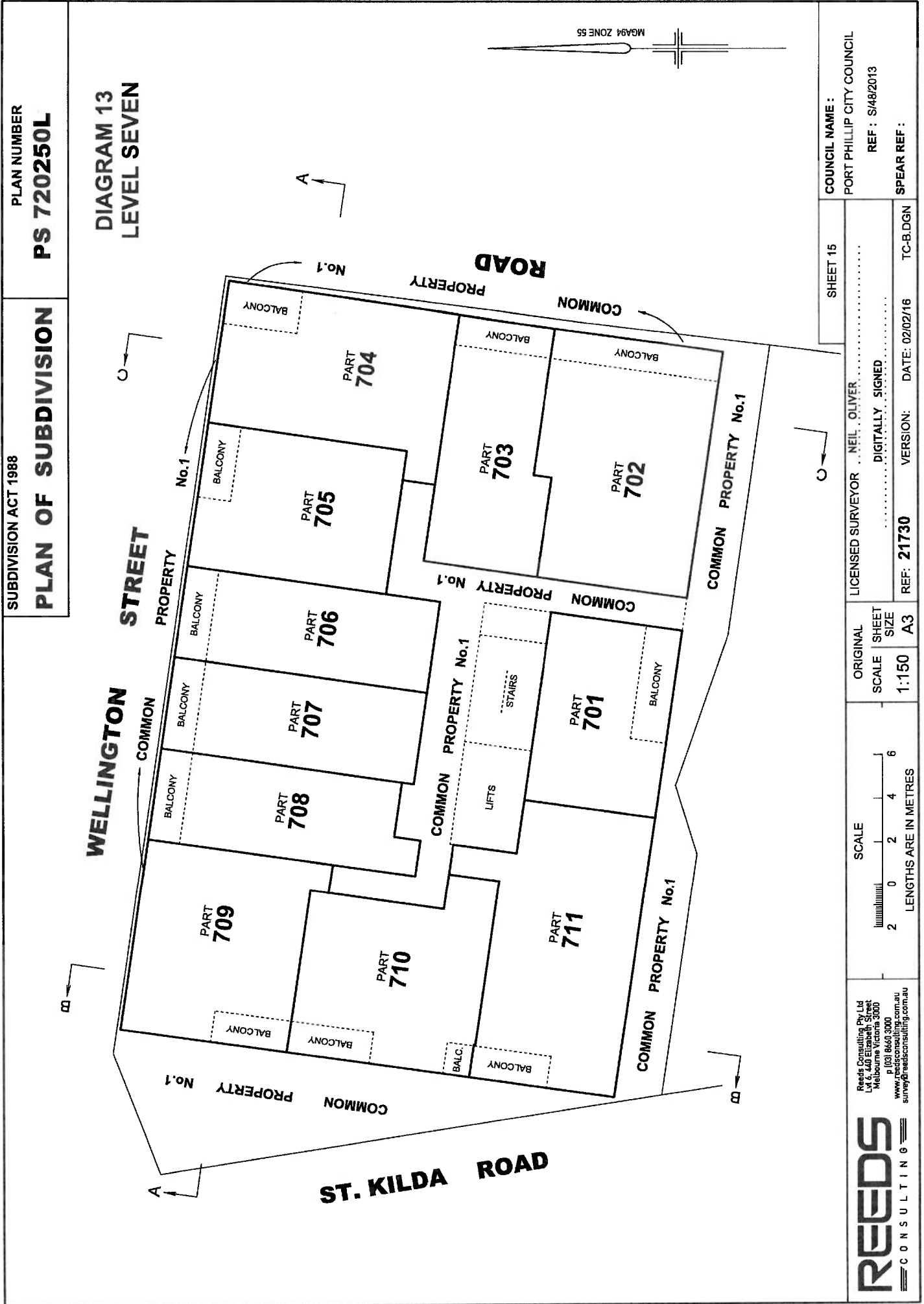
LICENSED SURVEYOR : NEIL OLIVER
DIGITALLY SIGNED
VERSION: DATE: 02/02/16
REF: 21730 TC-B.DGN

ORIGINAL SCALE: 1:150
SHEET SIZE: A3

SCALE
 2 0 2 4 6
 LENGTHS ARE IN METRES

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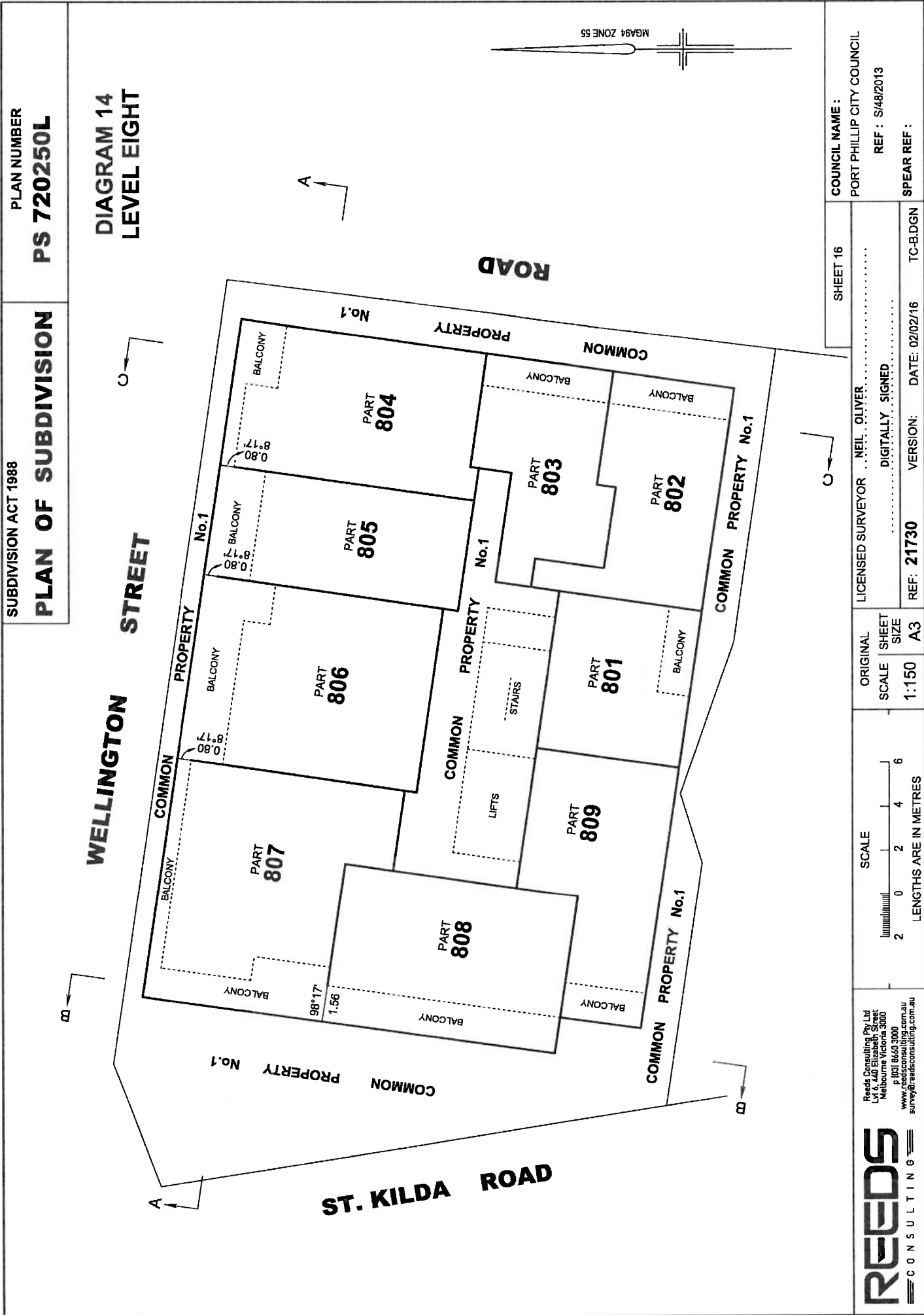


SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

**DIAGRAM 13
 LEVEL SEVEN**

SHEET 15		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
ORIGINAL SCALE 1:150		LICENSED SURVEYOR : NEIL OLIVER	
SHEET SIZE A3		DIGITALLY SIGNED	
LENGTHS ARE IN METRES		VERSION: DATE: 02/02/16 TC-B.DGN	
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		SPEAR REF :	



PLAN NUMBER
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PLAN OF SUBDIVISION

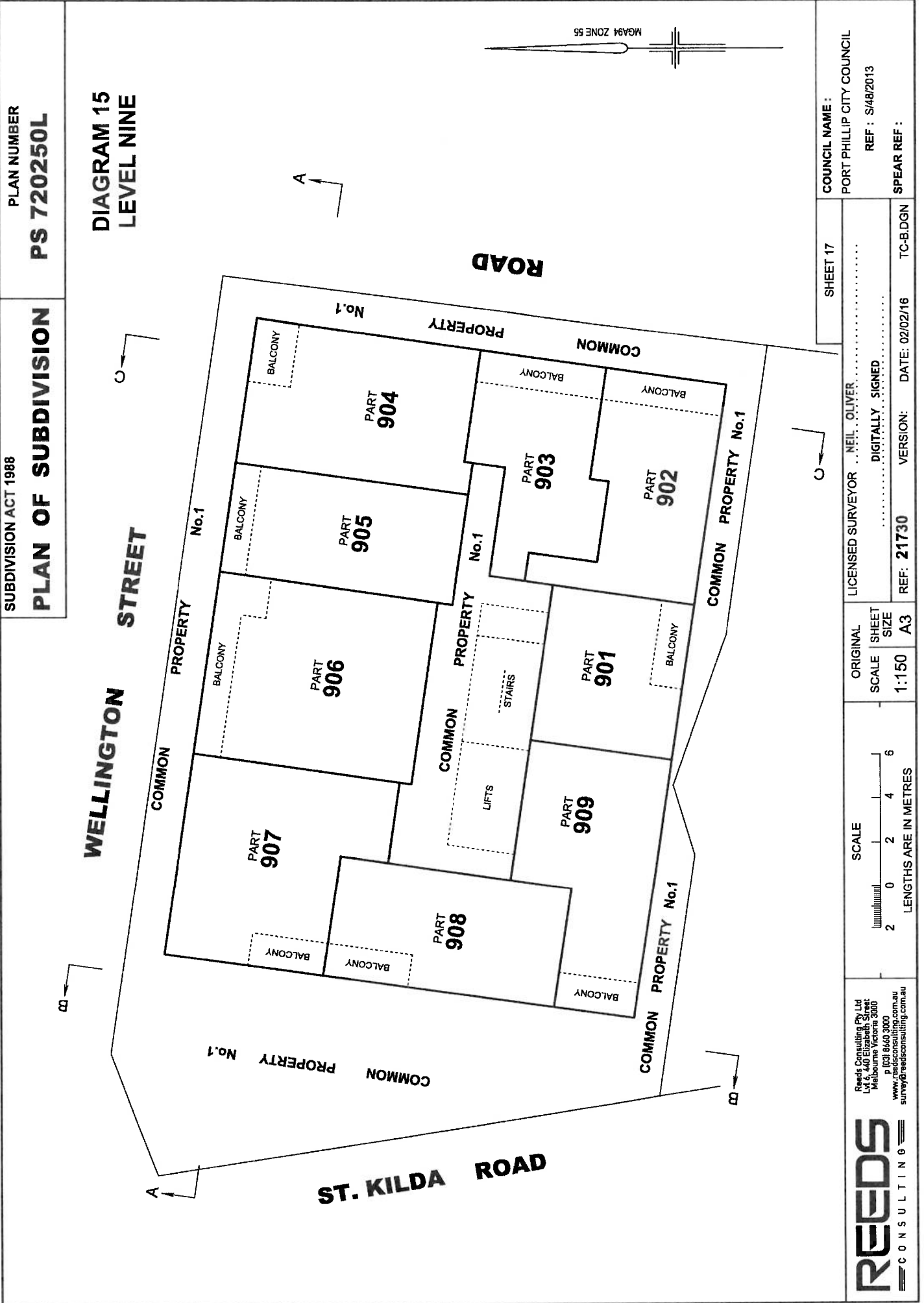
**DIAGRAM 14
LEVEL EIGHT**

WELLINGTON STREET

ST. KILDA ROAD

ROAD

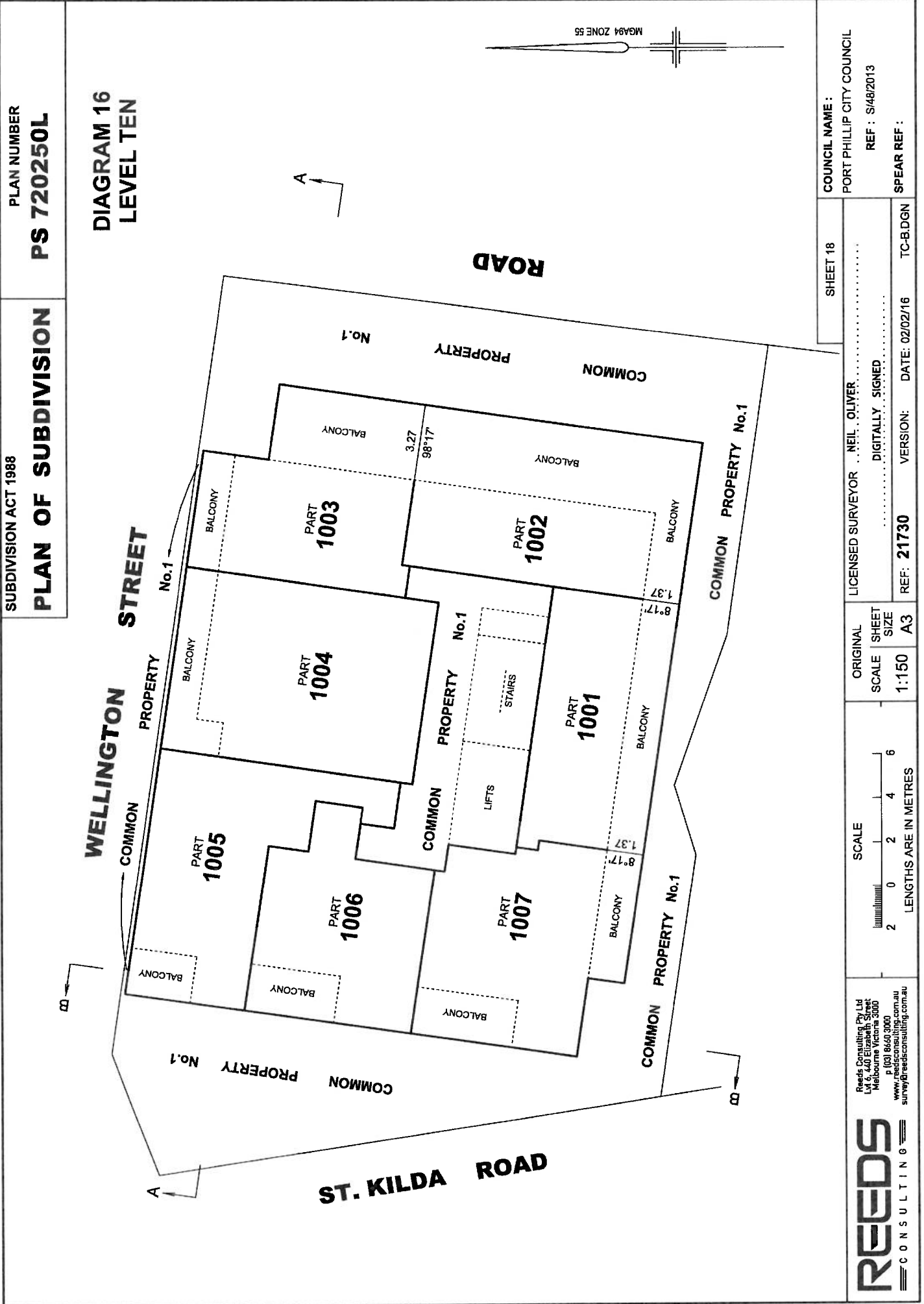
SHEET 16		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR : NEIL OLIVER		REF : S/48/2013	
ORIGINAL SCALE 1:150		SPEAR REF :	
SHEET SIZE A3		DATE: 02/02/16	
LENGTHS ARE IN METRES		TC-B.DGN	
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 PLAN NUMBER
PS 720250L

DIAGRAM 15
LEVEL NINE

COUNCIL NAME : PORT PHILLIP CITY COUNCIL REF : S/48/2013 SPEAR REF :	
SHEET 17	LICENSED SURVEYOR : NEIL OLIVER DIGITALLY SIGNED
ORIGINAL SCALE : 1:150 SHEET SIZE : A3	REF: 21730 VERSION: DATE: 02/02/16 TC-B.DGN
REEDS CONSULTING & SURVEY REEDS CONSULTING Pty Ltd LV 6, 440 Elizabeth Street Melbourne Victoria 3000 P (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	

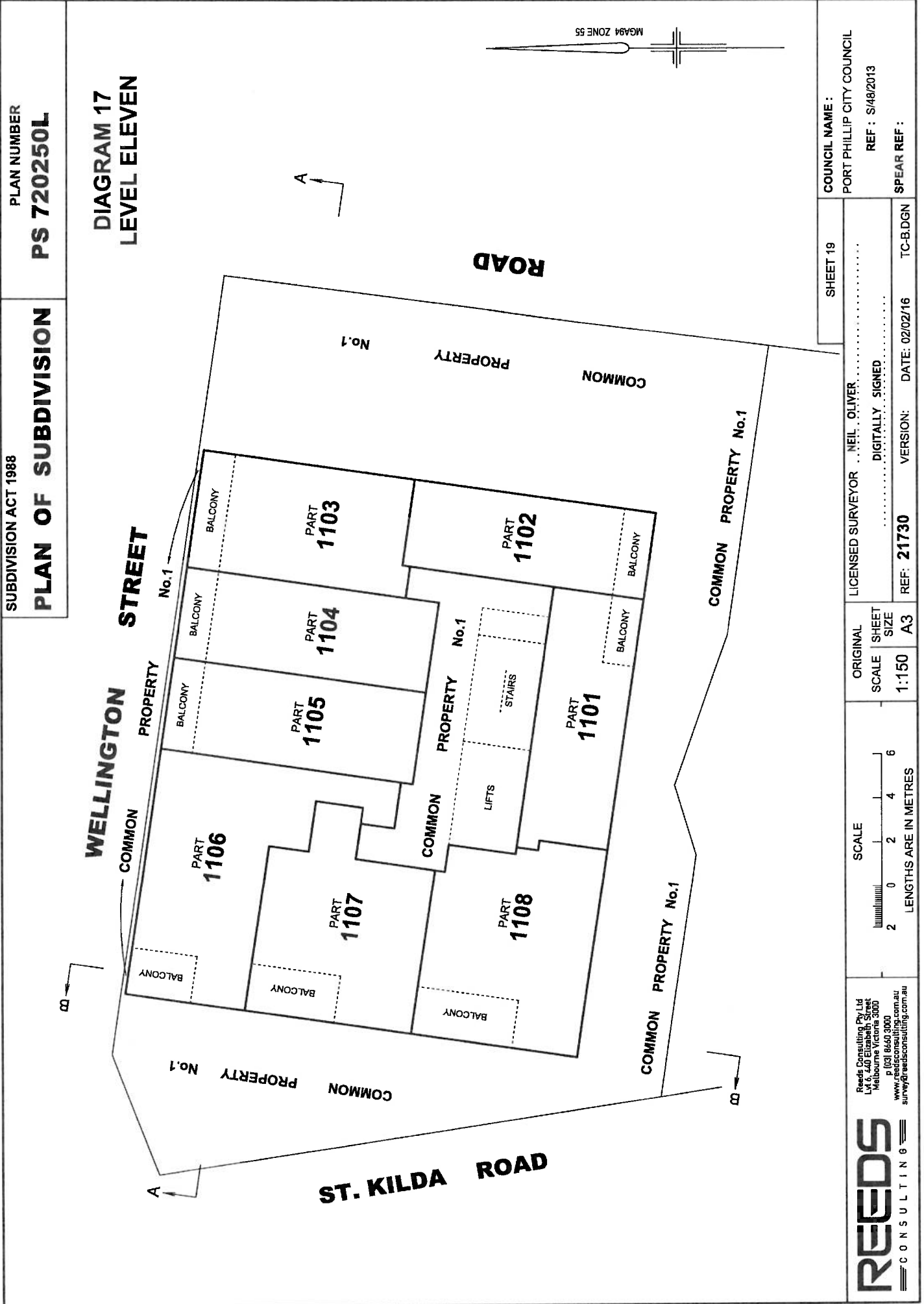


PLAN NUMBER
PS 720250L

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

**DIAGRAM 16
LEVEL TEN**

<p>COUNCIL NAME : PORT PHILLIP CITY COUNCIL</p> <p>REF : S/48/2013</p> <p>SPEAR REF :</p>	
<p>SHEET 18</p>	<p>LICENSED SURVEYOR : NEIL OLIVER</p> <p>DIGITALLY SIGNED :</p> <p>VERSION: DATE: 02/02/16 TC-B.DGN</p>
<p>ORIGINAL SCALE : 1:150</p> <p>SHEET SIZE : A3</p>	<p>SCALE : 0 2 4 6</p> <p>LENGTHS ARE IN METRES</p>
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<p>REEDS CONSULTING</p>	



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PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

**DIAGRAM 17
 LEVEL ELEVEN**

REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 140 Elizabeth Street Melbourne Victoria 3000 p 031 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		ORIGINAL SCALE 1:150 SHEET SIZE A3	LICENSED SURVEYOR NEIL OLIVER DIGITALLY SIGNED	SHEET 19	COUNCIL NAME : PORT PHILLIP CITY COUNCIL REF : S/48/2013 SPEAR REF :
LENGTHS ARE IN METRES SCALE 0 2 4 6		REF: 21730 VERSION: DATE: 02/02/16	REF: 21730 VERSION: DATE: 02/02/16	TC-B.DGN	TC-B.DGN

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 18
LEVEL TWELVE



COUNCIL NAME : PORT PHILLIP CITY COUNCIL		SHEET 20	
REF : S/48/2013		DATE: 02/02/16	
SPEAR REF :		TC-B.DGN	
LICENSED SURVEYOR	NEIL OLIVER	ORIGINAL SCALE	1:150
DIGITALLY SIGNED		SHEET SIZE	A3
REF: 21730	VERSION:	LENGTHS ARE IN METRES	

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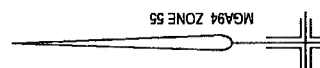
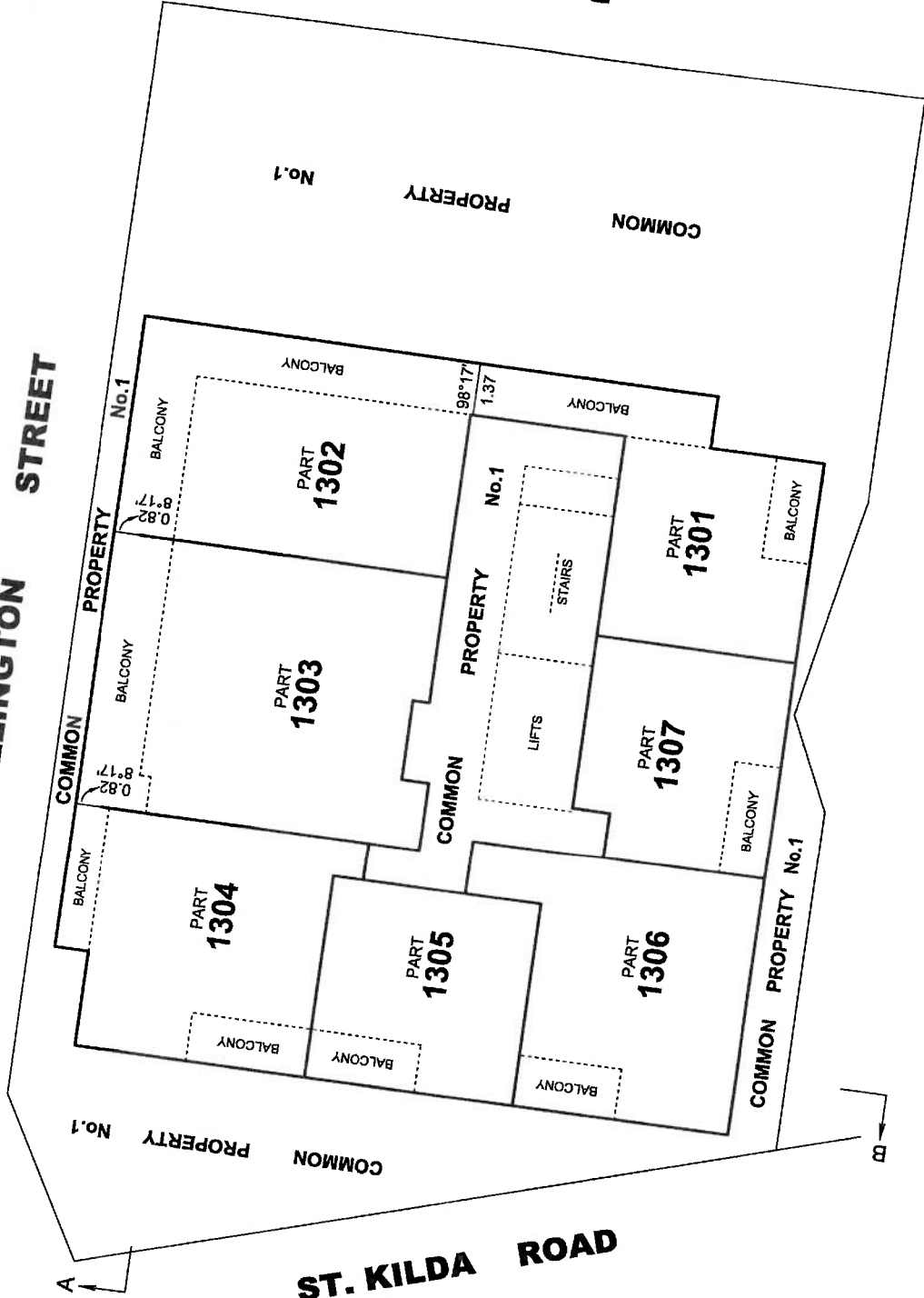
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 19
LEVEL THIRTEEN

WELLINGTON STREET

ROAD

ST. KILDA ROAD



REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 P (03) 8660 3000 www.reedsconsulting.com.au		ORIGINAL SCALE 1:150 SHEET SIZE A3 LENGTHS ARE IN METRES 0 2 4 6	LICENSED SURVEYOR NEIL OLIVER DIGITALLY SIGNED	COUNCIL NAME : PORT PHILLIP CITY COUNCIL REF : S/48/2013 SPEAR REF :
SHEET 21		DATE: 02/02/16	VERSION: 21730	TC-B.DGN

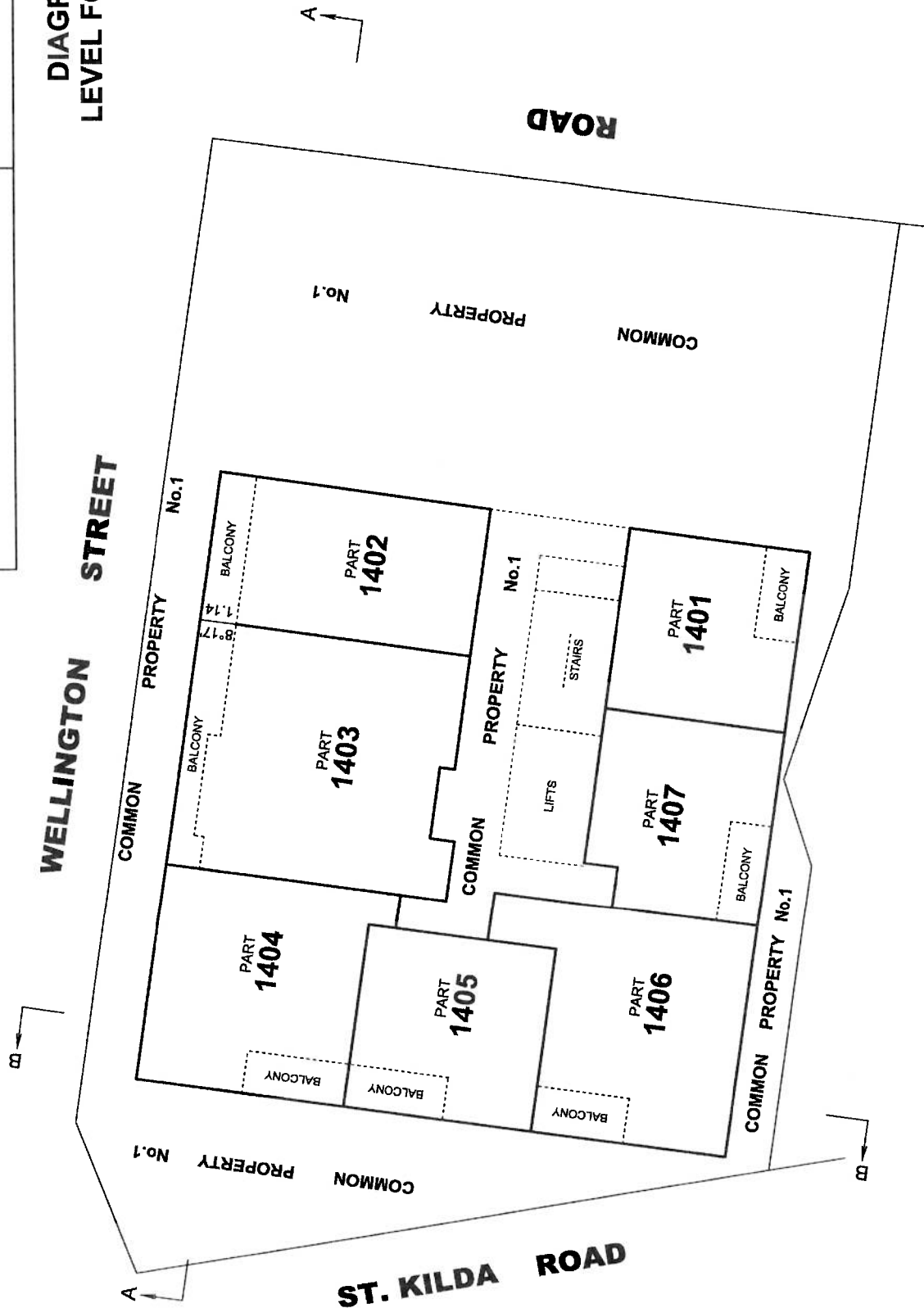
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 20
LEVEL FOURTEEN

WELLINGTON STREET

ROAD

ST. KILDA ROAD



MGA94 ZONE 55

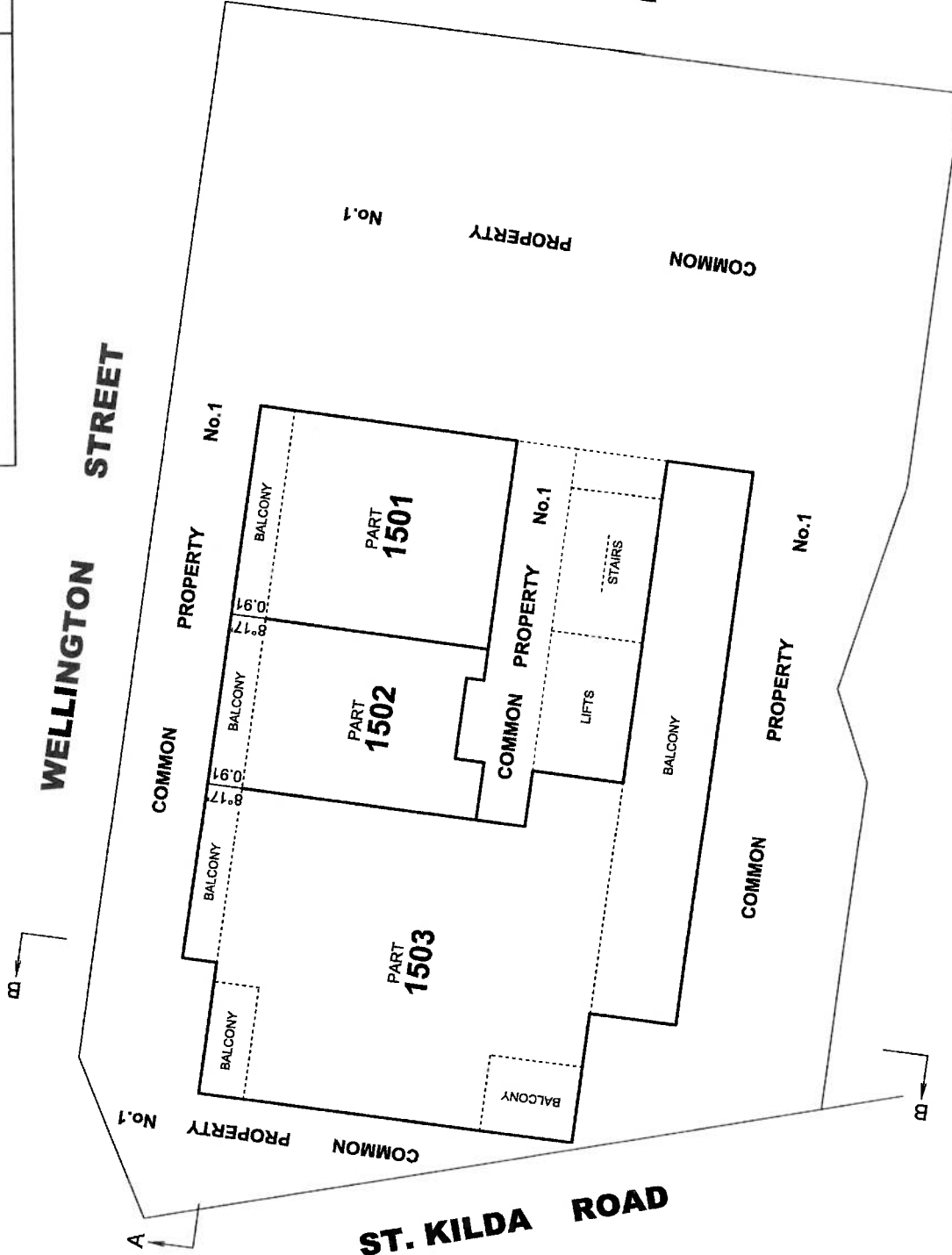
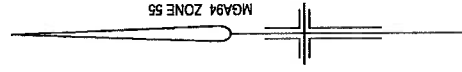
SHEET 22		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR NEIL OLIVER		REF : S/48/2013	
DIGITALLY SIGNED		SPEAR REF :	
VERSION: 21730	DATE: 02/02/16	TC-B.DGN	
ORIGINAL SCALE 1:150	SHEET SIZE A3		
SCALE 0 2 4 6 LENGTHS ARE IN METRES			
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p 031 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			
REEDS CONSULTING			

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PLAN NUMBER
PS 720250L

DIAGRAM 21
LEVEL FIFTEEN

WELLINGTON STREET

ROAD



ST. KILDA ROAD

SHEET 23		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR : NEIL OLIVER		REF : S/48/2013	
DIGITALLY SIGNED		SPEAR REF :	
ORIGINAL SCALE	SHEET SIZE	VERSION:	DATE: 02/02/16
1:150	A3	21730	TC-B.DGN

Reeds Consulting Pty Ltd
 LV 6, 440 Elizabeth Street
 Melbourne Victoria 3000
 p (03) 8640 3000
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au



SCALE
 2 0 2 4 6
 LENGTHS ARE IN METRES

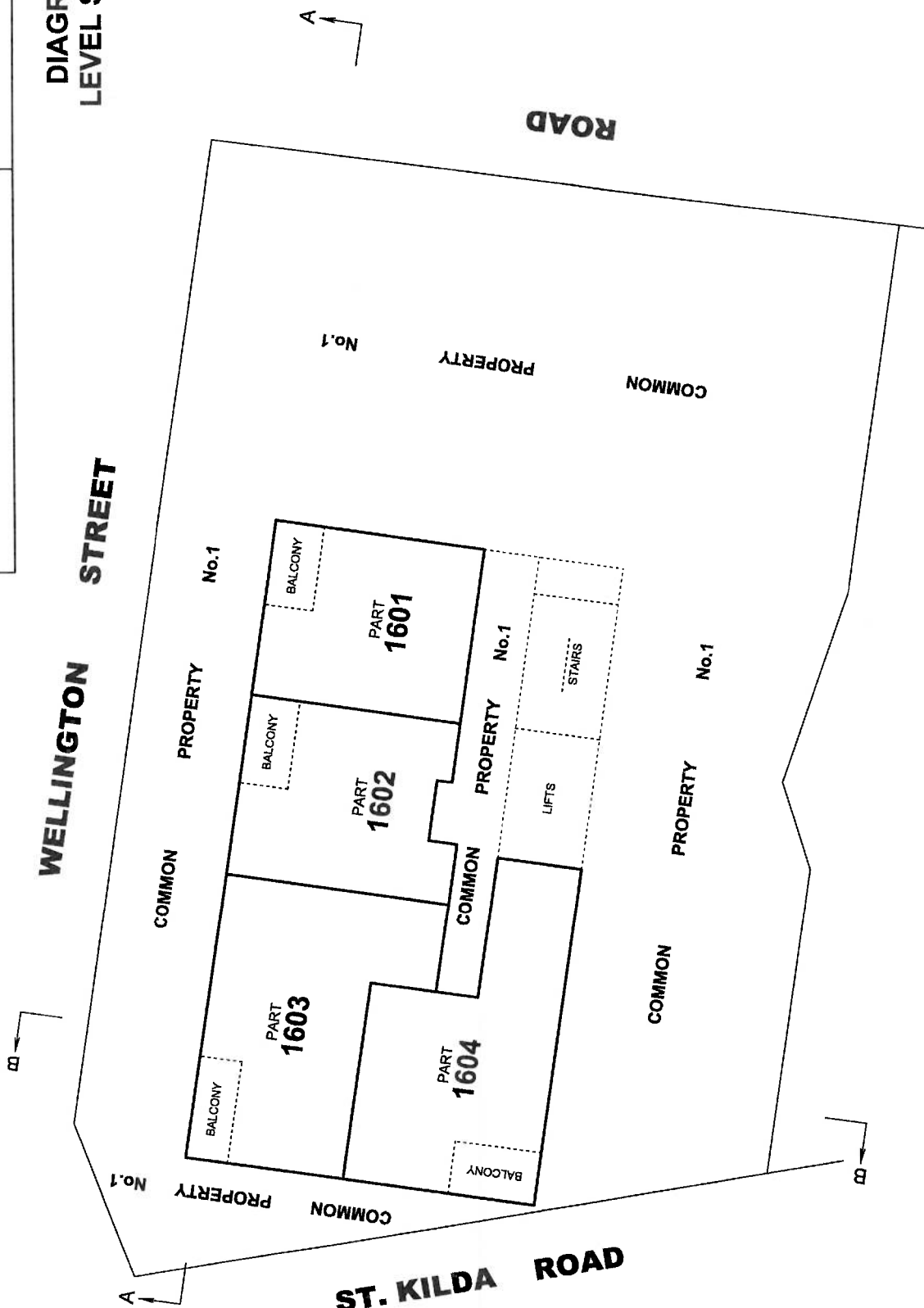
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 PLAN NUMBER
PS 720250L

DIAGRAM 22
LEVEL SIXTEEN

WELLINGTON STREET

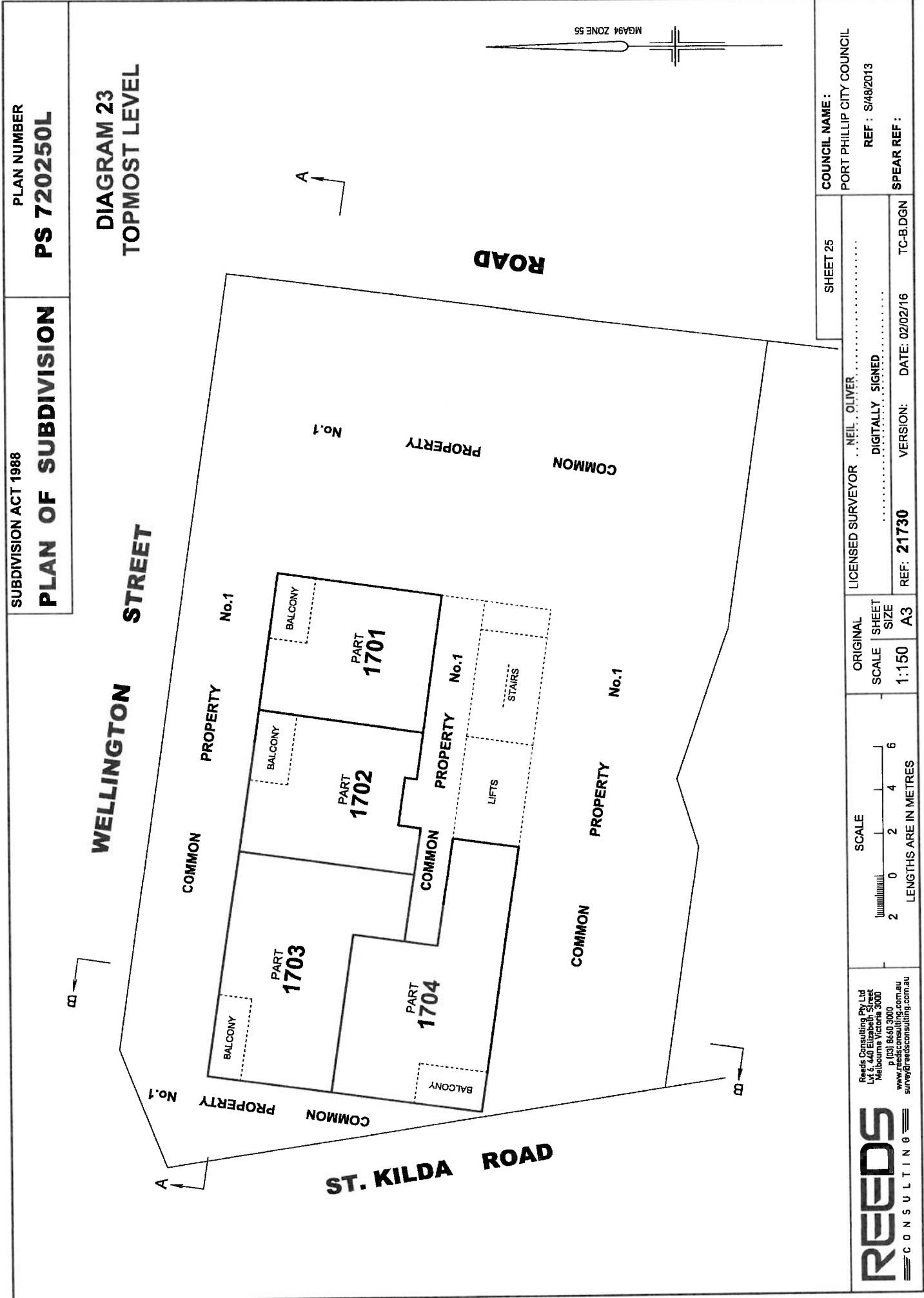
ROAD

ST. KILDA ROAD



MG94 ZONE 55

COUNCIL NAME : PORT PHILLIP CITY COUNCIL REF : S/48/2013 SPEAR REF :	
SHEET 24	LICENSED SURVEYOR : NEIL OLIVER DIGITALLY SIGNED REF: 21730 VERSION: DATE: 02/02/16 TC-B.DGN
ORIGINAL SCALE 1:150 SHEET SIZE A3	SCALE 0 2 4 6 LENGTHS ARE IN METRES
REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8640 3000 www.reedsconsulting.com.au sur@reedsconsulting.com.au	



PLAN NUMBER
PS 720250L

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

**DIAGRAM 23
TOPMOST LEVEL**

WELLINGTON STREET

ST. KILDA ROAD

ROAD

SHEET 25		COUNCIL NAME : PORT PHILLIP CITY COUNCIL	
LICENSED SURVEYOR : NEIL OLIVER		REF : S/48/2013	
DIGITALLY SIGNED		SPEAR REF :	
VERSION : 21730		DATE: 02/02/16	
TC-B.DGN		TC-B.DGN	
ORIGINAL SCALE	SHEET SIZE	LENGTHS ARE IN METRES	
1:150	A3	2 0 2 4 6	
REEDS CONSULTING			
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 P (03) 8640 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			

MGAG4 ZONE 55

ENLARGEMENTS DIAGRAM 2 BASEMENT LEVEL ONE

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

COMMON PROPERTY No.1

0.92	0.95	0.78	0.82	0.82
PART 610 8°17'	2.30 PART 705 8°17'	2.30 PART 710 8°17'	1.10 PART 906 8°17'	2.30 PART 904 2.30
0.92	0.95	1.08	0.82	0.82
98°17'		98°17'		

SEE SHEET 4

COMMON PROPERTY No.1

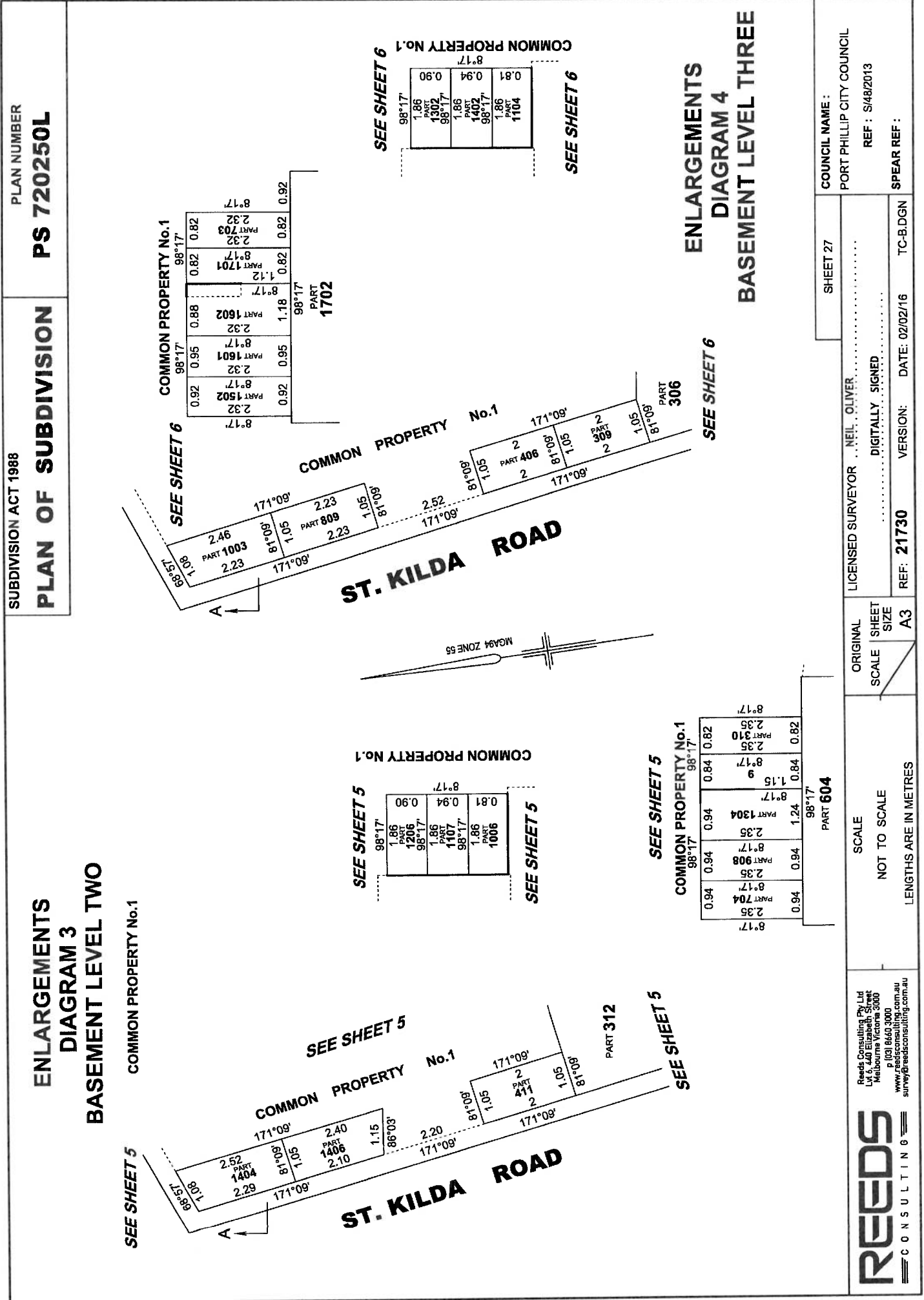
SEE SHEET 4



0.89	PART 1108	0.89
0.90	PART 806	0.90
0.90	PART 1306	0.90
0.90	PART 802	0.90
0.90	PART 801	0.90
0.90	PART 1205	0.90
0.88	PART 1207	0.88
98°17'		98°17'

COMMON PROPERTY No.1

1.03	PART 1103	1.83
1.03	PART 1102	1.65
1.03	PART 907	1.65
1.03	PART 909	1.59
1.03	PART 1007	2.52
1.03	PART 1002	1.61
1.03	PART 908	1.61
1.03	PART 903	2.04
1.03	PART 902	2.25
1.03	PART 702	3.20
1.03	PART 807	3.20
1.03	PART 410	1.26
1.03	PART 405	1.94
1.03	PART 503	1.24
1.03	PART 504	1.75
1.03	PART 505	1.75
1.03	PART 602	1.75
1.03	PART 603	1.75
1.03	PART 605	1.75
1.03	PART 1105	2.54
1.03	PART 1101	1.65
1.03	PART 1100	1.65
1.03	PART 1009	1.65
1.03	PART 1008	1.65
1.03	PART 1007	1.65
1.03	PART 1006	1.65
1.03	PART 1005	1.65
1.03	PART 1004	1.65
1.03	PART 1003	1.65
1.03	PART 1002	1.65
1.03	PART 1001	1.65
1.03	PART 1000	1.65
1.03	PART 999	1.65
1.03	PART 998	1.65
1.03	PART 997	1.65
1.03	PART 996	1.65
1.03	PART 995	1.65
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1.03	PART 982	1.65
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1.03	PART 980	1.65
1.03	PART 979	1.65
1.03	PART 978	1.65
1.03	PART 977	1.65
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1.03	PART 742	1.65
1.03	PART 741	1.65
1.03	PART 740	1.65
1.03	PART 739	1.65
1.03	P	



**ENLARGEMENTS
DIAGRAM 3
BASEMENT LEVEL TWO**

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
PS 720250L

PLAN NUMBER

COMMON PROPERTY No.1

SEE SHEET 5

COMMON PROPERTY No.1

SEE SHEET 6

SEE SHEET 5

COMMON PROPERTY No.1

SEE SHEET 5

ST. KILDA ROAD

ST. KILDA ROAD

SEE SHEET 5

COMMON PROPERTY No.1

SEE SHEET 5

SEE SHEET 6

COMMON PROPERTY No.1

SEE SHEET 6

SEE SHEET 5

COMMON PROPERTY No.1

SEE SHEET 5

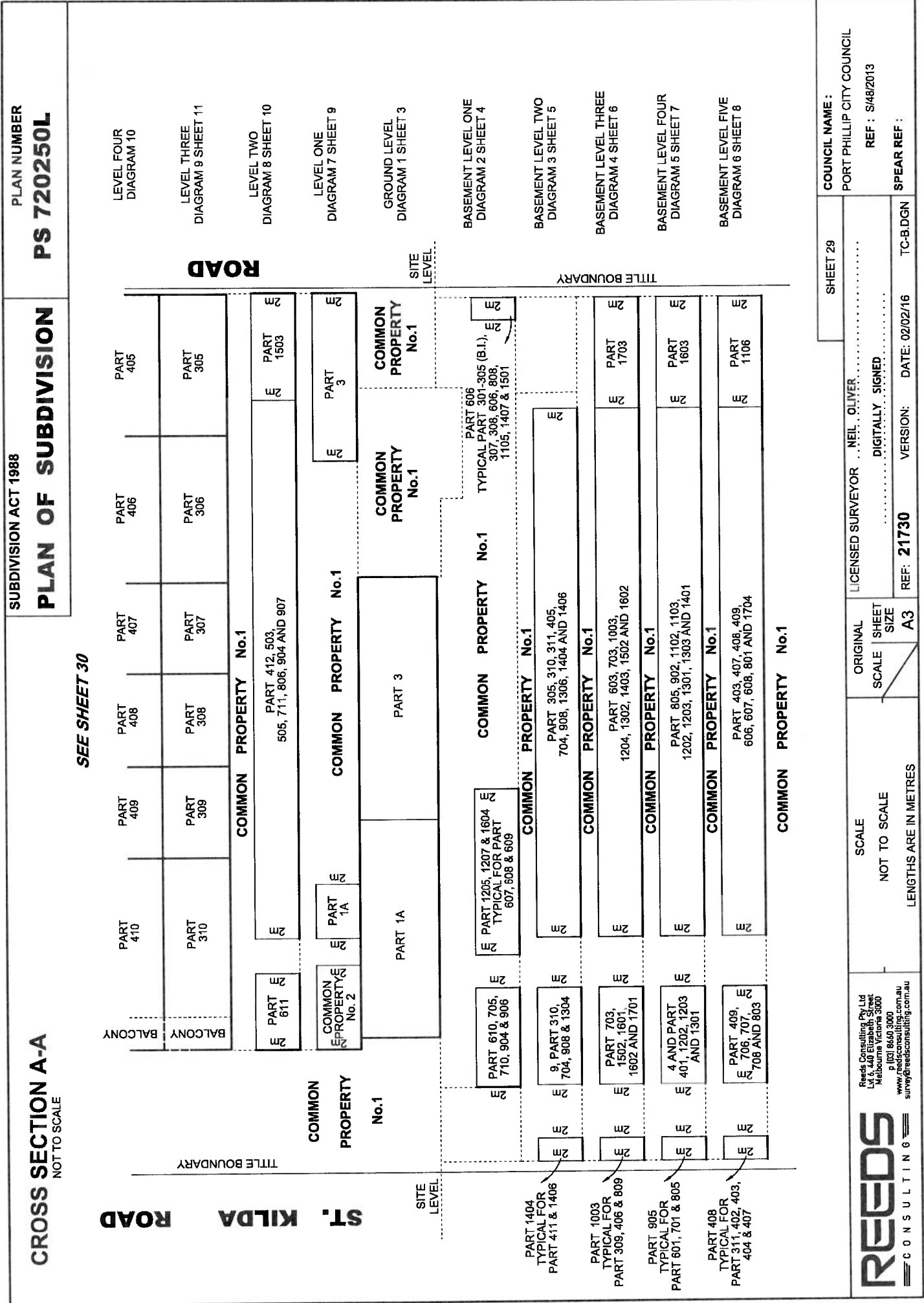
0.94	0.94	0.94	0.84	0.84	0.82
8°17'	8°17'	8°17'	8°17'	8°17'	8°17'
2.35	2.35	2.35	1.15	1.15	2.35
PART 704	PART 908	PART 1304	PART 9	PART 1310	PART 310
0.94	0.94	1.24	0.84	0.82	0.82
98°17'	98°17'	98°17'	98°17'	98°17'	98°17'
PART 604					

**ENLARGEMENTS
DIAGRAM 4
BASEMENT LEVEL THREE**

Reeds Consulting Pty Ltd
Level 6, 440 Elizabeth Street
Melbourne VIC 3000
P: (03) 8649 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au



COUNCIL NAME: PORT PHILLIP CITY COUNCIL		SHEET 27	
LICENSED SURVEYOR: NEIL OLIVER		DIGITALLY SIGNED	
REF: S/48/2013		REF: 21730	
SPEAR REF:		DATE: 02/02/16	
TC-B.DGN		VERSION:	
ORIGINAL SCALE		SHEET SIZE	
NOT TO SCALE		A3	
LENGTHS ARE IN METRES			



PLAN NUMBER
PS 720250L

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

SEE SHEET 30

CROSS SECTION A-A
NOT TO SCALE

ROAD **ST. KILDA ROAD**

LEVEL FOUR
DIAGRAM 10

LEVEL THREE
DIAGRAM 9 SHEET 11

LEVEL TWO
DIAGRAM 8 SHEET 10

LEVEL ONE
DIAGRAM 7 SHEET 9

GROUND LEVEL
DIAGRAM 1 SHEET 3

BASEMENT LEVEL ONE
DIAGRAM 2 SHEET 4

BASEMENT LEVEL TWO
DIAGRAM 3 SHEET 5

BASEMENT LEVEL THREE
DIAGRAM 4 SHEET 6

BASEMENT LEVEL FOUR
DIAGRAM 5 SHEET 7

BASEMENT LEVEL FIVE
DIAGRAM 6 SHEET 8

COUNCIL NAME :
PORT PHILLIP CITY COUNCIL
REF : S48/2013
SPEAR REF :

SHEET 29

LICENSED SURVEYOR : NEIL OLIVER
DIGITALLY SIGNED
VERSION: DATE: 02/02/16
REF: 21730
TC-B.DGN

ORIGINAL SCALE SHEET SIZE
A3

SCALE NOT TO SCALE
LENGTHS ARE IN METRES

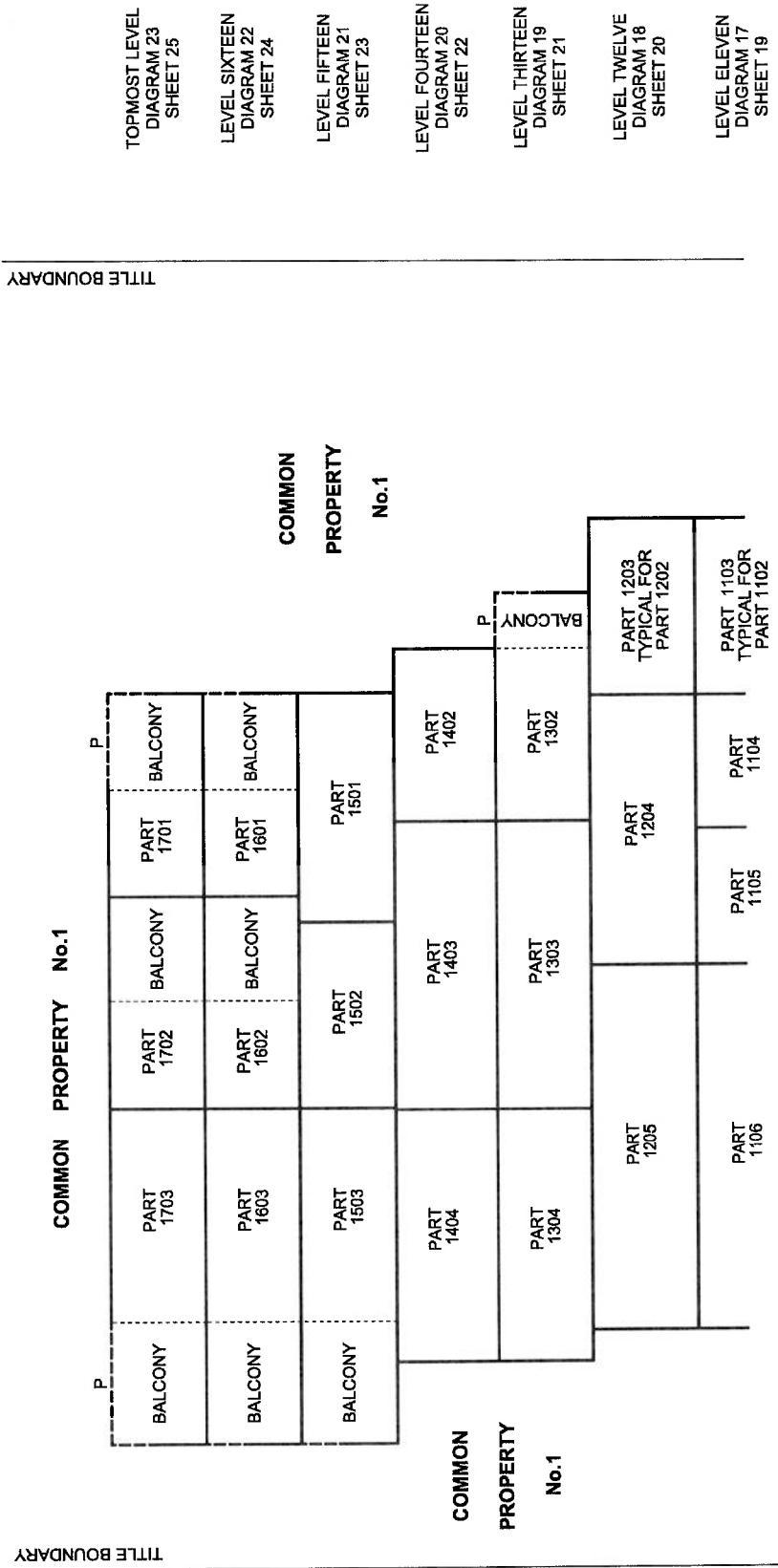
REEDS CONSULTING 6
Reeds Consulting Pty Ltd
17 & 44 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au



CROSS SECTION A-A
NOT TO SCALE

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L



SEE SHEET 30

"P" REFERS TO THE PROJECTION OF THE CEILING OF THE RELEVANT LOT

COUNCIL NAME : PORT PHILLIP CITY COUNCIL	REF : S/48/2013	SPEAR REF :
SHEET 31		
LICENSED SURVEYOR : NEIL OLIVER	DIGITALLY SIGNED	VERSION: DATE: 02/02/16
ORIGINAL SCALE	SHEET SIZE	TC-B.DGN
NOT TO SCALE	A3	
LENGTHS ARE IN METRES		

Reeds Consulting Pty Ltd
LV 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au



CROSS SECTION B-B

NOT TO SCALE

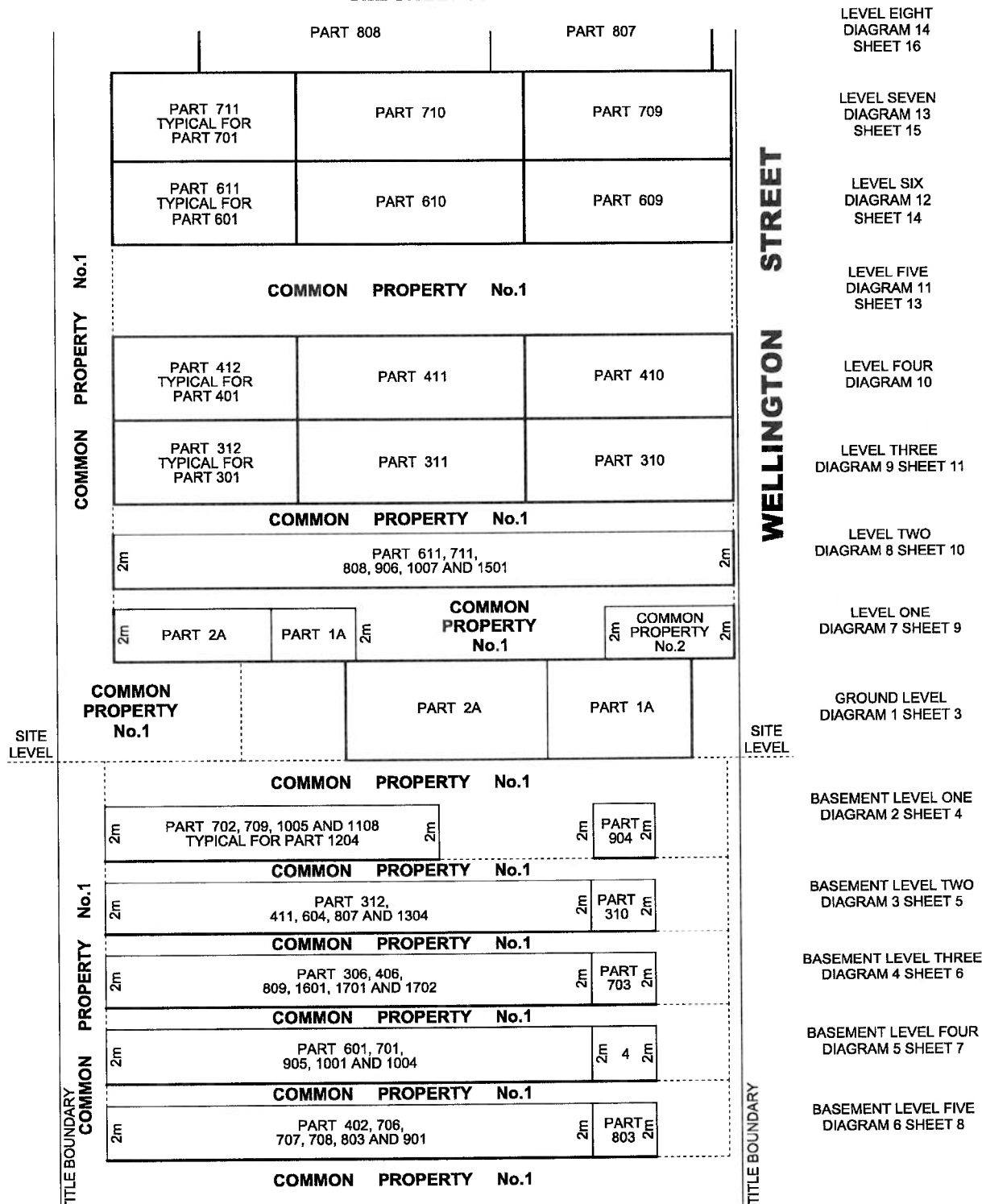
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

PLAN NUMBER

PS 720250L

SEE SHEET 33



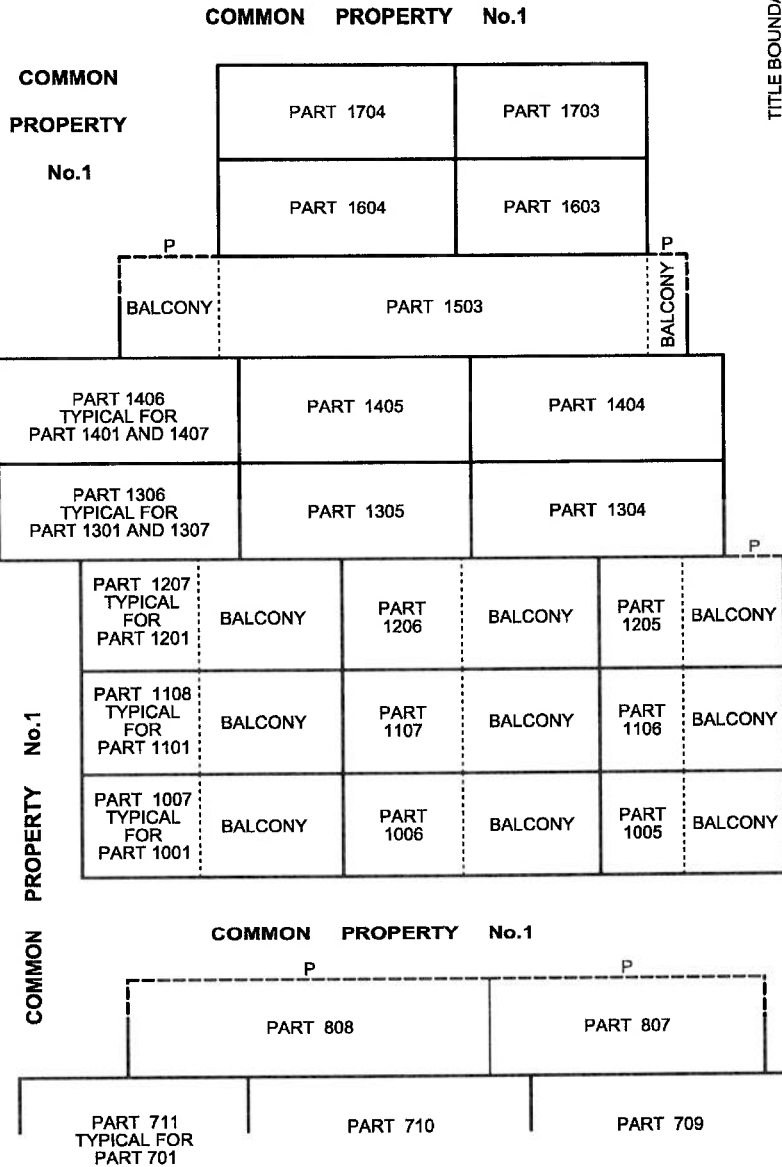
LICENSED SURVEYOR ... NEIL OLIVER ...	REF: 21730	VERSION:	SHEET 32
DIGITALLY SIGNED	DATE: 02/02/16	TC-B.DGN	COUNCIL NAME : PORT PHILLIP CITY COUNCIL
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>	SCALE NOT TO SCALE	ORIGINAL SCALE SHEET SIZE A3	REF : S/48/2013
	LENGTHS ARE IN METRES		SPEAR REF :

CROSS SECTION B-B
NOT TO SCALE

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

TITLE BOUNDARY



TITLE BOUNDARY

WELLINGTON STREET

- TOPMOST LEVEL
DIAGRAM 23
SHEET 25
- LEVEL SIXTEEN
DIAGRAM 22
SHEET 24
- LEVEL FIFTEEN
DIAGRAM 21
SHEET 23
- LEVEL FOURTEEN
DIAGRAM 20
SHEET 22
- LEVEL THIRTEEN
DIAGRAM 19
SHEET 21
- LEVEL TWELVE
DIAGRAM 18
SHEET 20
- LEVEL ELEVEN
DIAGRAM 17
SHEET 19
- LEVEL TEN
DIAGRAM 16
SHEET 18
- LEVEL NINE
DIAGRAM 15
SHEET 17
- LEVEL EIGHT
DIAGRAM 14
SHEET 16
- LEVEL SEVEN
DIAGRAM 13
SHEET 15

SEE SHEET 32

"P" REFERS TO THE PROJECTION
OF THE CEILING OF THE
RELEVANT LOT

LICENSED SURVEYOR ... NEIL OLIVER	REF: 21730	VERSION:	SHEET 33
DIGITALLY SIGNED	DATE: 02/02/16	TC-B.DGN	COUNCIL NAME : PORT PHILLIP CITY COUNCIL
<p>Reeds Consulting Pty Ltd Lvl 4, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>	SCALE NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	REF : S/48/2013 SPEAR REF :

CROSS SECTION C-C
NOT TO SCALE

SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

PLAN NUMBER
PS 720250L

TITLE BOUNDARY

COMMON PROPERTY No.1

TITLE BOUNDARY

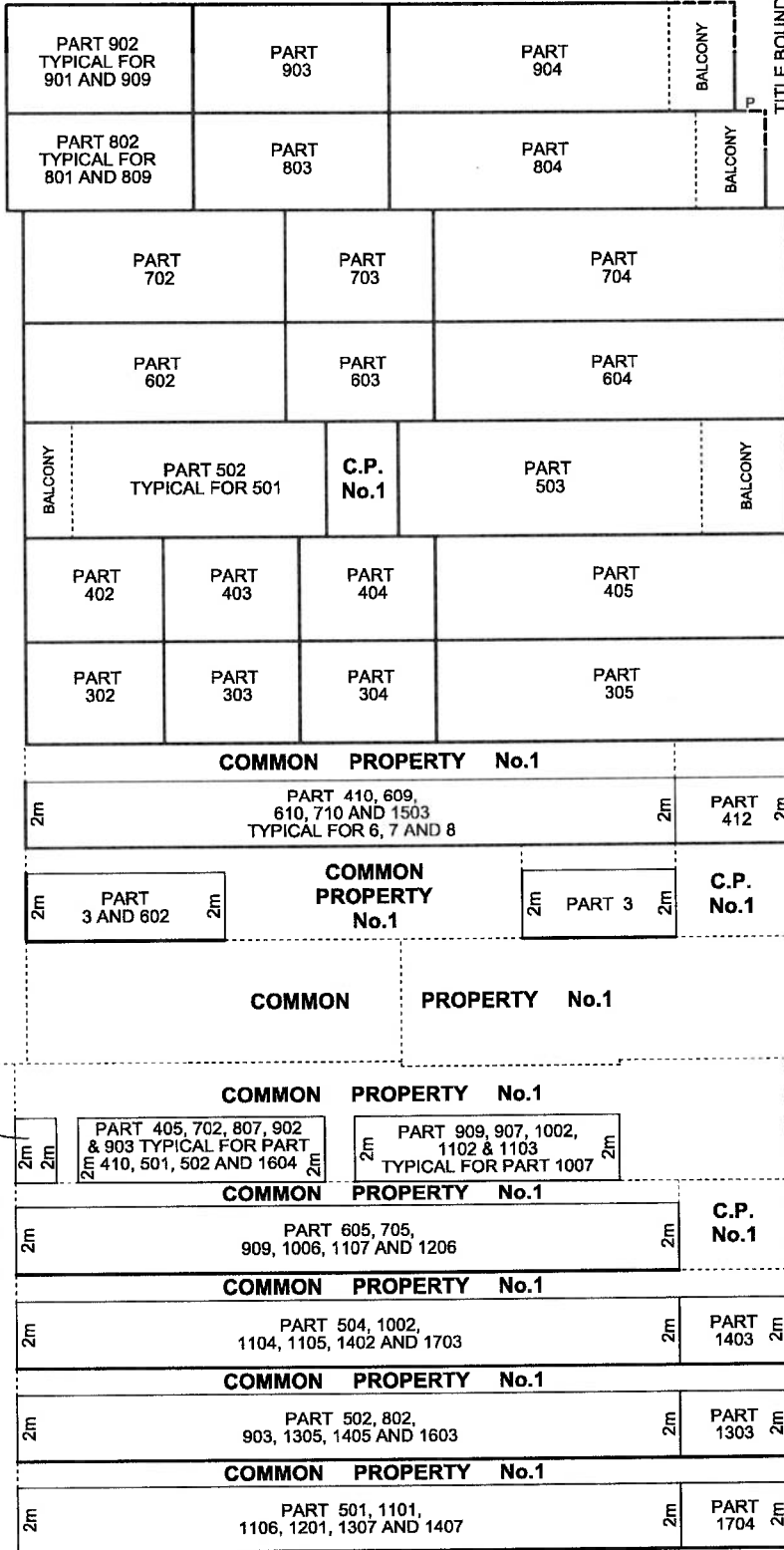
COMMON PROPERTY No.1

COMMON PROPERTY No.1

SITE LEVEL

SITE LEVEL

WELLINGTON STREET



LEVEL NINE
DIAGRAM 15
SHEET 17

LEVEL EIGHT
DIAGRAM 14
SHEET 16

LEVEL SEVEN
DIAGRAM 13
SHEET 15

LEVEL SIX
DIAGRAM 12
SHEET 14

LEVEL FIVE
DIAGRAM 11
SHEET 13

LEVEL FOUR
DIAGRAM 10

LEVEL THREE
DIAGRAM 9 SHEET 11

LEVEL TWO
DIAGRAM 8 SHEET 10

LEVEL ONE
DIAGRAM 7 SHEET 9

GROUND LEVEL
DIAGRAM 1 SHEET 3

BASEMENT LEVEL ONE
DIAGRAM 2 SHEET 4

BASEMENT LEVEL TWO
DIAGRAM 3 SHEET 5

BASEMENT LEVEL THREE
DIAGRAM 4 SHEET 6

BASEMENT LEVEL FOUR
DIAGRAM 5 SHEET 7

BASEMENT LEVEL FIVE
DIAGRAM 6 SHEET 8

P REFERS TO THE PROJECTION
OF THE CEILING OF THE
RELEVANT LOT

LICENSED SURVEYOR **NEIL OLIVER**

REF: **21730**

VERSION:

SHEET 34

DIGITALLY SIGNED

DATE: 02/02/16

TC-B.DGN

COUNCIL NAME :

PORT PHILLIP CITY COUNCIL



Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
A3

REF: S/48/2013

SPEAR REF :

SUBDIVISION ACT 1988

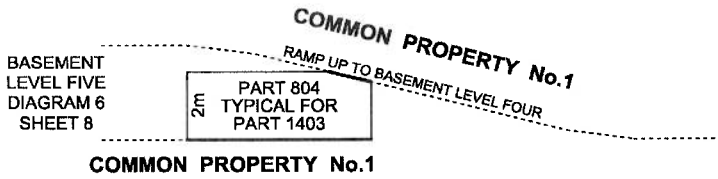
PLAN OF SUBDIVISION

PLAN NUMBER

PS 720250L

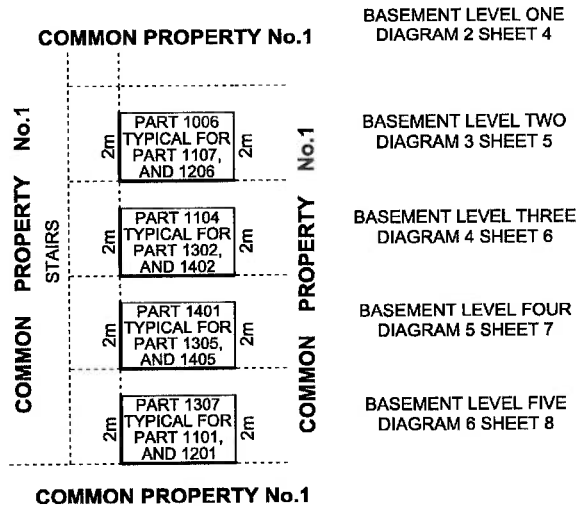
CROSS SECTION D-D

NOT TO SCALE



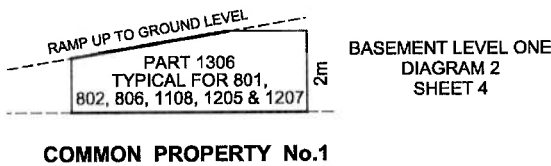
CROSS SECTION F-F

NOT TO SCALE



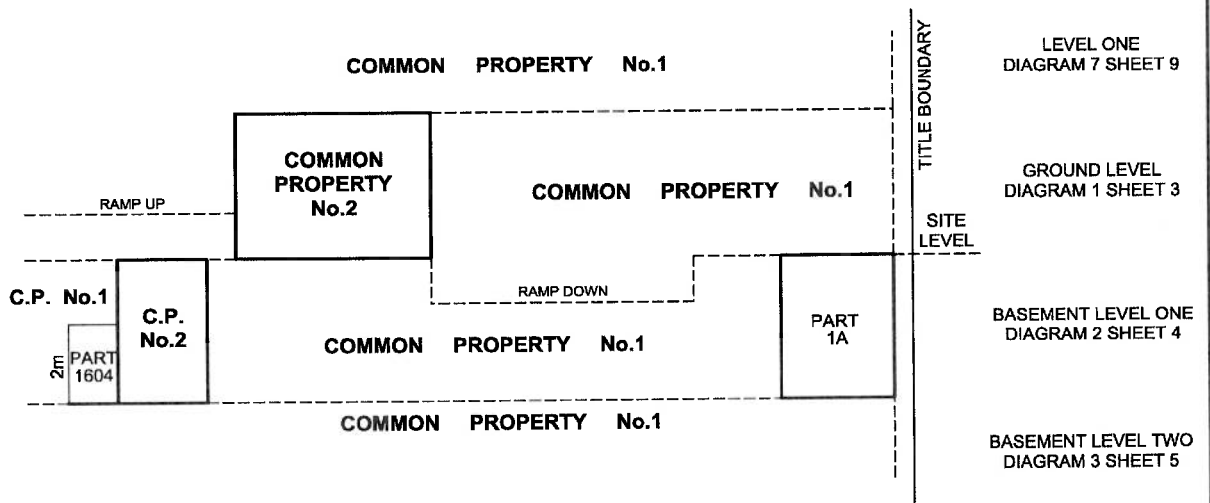
CROSS SECTION G-G

NOT TO SCALE



CROSS SECTION H-H

NOT TO SCALE



LICENSED SURVEYOR **NEIL OLIVER**

REF: **21730**

VERSION:

SHEET 35

DIGITALLY SIGNED

DATE: 02/02/16

TC-B,DGN

COUNCIL NAME :

PORT PHILLIP CITY COUNCIL



Reeds Consulting Pty Ltd
 Lvl 6, 440 Elizabeth Street
 Melbourne Victoria 3000
 p [03] 8660 3000
 www.reedsconsulting.com.au
 survey@reedsconsulting.com.au

SCALE
 NOT TO SCALE
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE SHEET SIZE
 A3

REF : S/48/2013

SPEAR REF :

Plan of Subdivision PS720250L
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S038794A
Plan Number: PS720250L
Responsible Authority Name: Port Phillip City Council
Responsible Authority Reference Number 1: P0673/2013
Responsible Authority Reference Number 2: S/48/2013
Surveyor's Plan Version: k

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Sandra Stewart
Organisation: Port Phillip City Council
Date: 31/07/2015



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 1
PLAN NO. PS720250L

The land in PS720250L is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1A, 2A, 3, 4, 6 - 9, 301 - 312, 401 - 412, 501 - 505, 601 - 611, 701 - 711, 801 - 809, 901 - 909, 1001 - 1007, 1101 - 1108, 1201 - 1207, 1301 - 1307, 1401 - 1407, 1501 - 1503, 1601 - 1604, 1701 - 1704.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SELECT OWNERSCORP MANAGEMENT 711 HIGH STREET KEW EAST VIC 3102

AM314532P 10/11/2015

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC027229Q 31/08/2015

Additional Owners Corporation Information:

OC027227U 31/08/2015

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1A	75	75
Lot 2A	100	100
Lot 3	125	125
Lot 4	1	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 1
PLAN NO. PS720250L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	2	5
Lot 7	2	5
Lot 8	2	5
Lot 9	2	5
Lot 301	88	90
Lot 302	85	90
Lot 303	85	90
Lot 304	85	90
Lot 305	134	125
Lot 306	119	110
Lot 307	87	90
Lot 308	87	90
Lot 309	87	90
Lot 310	138	125
Lot 311	136	125
Lot 312	166	150
Lot 401	89	90
Lot 402	102	100
Lot 403	100	100
Lot 404	87	90
Lot 405	136	125
Lot 406	121	110
Lot 407	99	100
Lot 408	99	100
Lot 409	99	100
Lot 410	139	125
Lot 411	137	125
Lot 412	167	150
Lot 501	95	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 1
PLAN NO. PS720250L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 502	104	100
Lot 503	146	125
Lot 504	107	100
Lot 505	146	125
Lot 601	105	100
Lot 602	151	125
Lot 603	108	100
Lot 604	138	125
Lot 605	123	110
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	142	125
Lot 610	139	125
Lot 611	169	150
Lot 701	107	100
Lot 702	152	125
Lot 703	109	100
Lot 704	139	125
Lot 705	124	110
Lot 706	102	100
Lot 707	102	100
Lot 708	102	100
Lot 709	143	125
Lot 710	141	125
Lot 711	171	150
Lot 801	104	100
Lot 802	107	100
Lot 803	105	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2025 03:46:47 PM

**OWNERS CORPORATION 1
PLAN NO. PS720250L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 804	144	125
Lot 805	104	100
Lot 806	149	125
Lot 807	152	125
Lot 808	147	125
Lot 809	123	110
Lot 901	105	100
Lot 902	108	100
Lot 903	107	100
Lot 904	144	125
Lot 905	105	100
Lot 906	149	125
Lot 907	149	125
Lot 908	138	125
Lot 909	124	110
Lot 1001	107	100
Lot 1002	112	100
Lot 1003	110	100
Lot 1004	201	145
Lot 1005	152	135
Lot 1006	126	110
Lot 1007	151	125
Lot 1101	107	100
Lot 1102	107	100
Lot 1103	107	100
Lot 1104	108	100
Lot 1105	108	100
Lot 1106	156	135
Lot 1107	127	110



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 1
PLAN NO. PS720250L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1108	152	125
Lot 1201	108	100
Lot 1202	108	100
Lot 1203	108	100
Lot 1204	201	145
Lot 1205	157	135
Lot 1206	128	110
Lot 1207	153	125
Lot 1301	105	100
Lot 1302	110	110
Lot 1303	159	125
Lot 1304	138	125
Lot 1305	107	100
Lot 1306	136	125
Lot 1307	104	100
Lot 1401	107	100
Lot 1402	112	110
Lot 1403	170	140
Lot 1404	138	125
Lot 1405	108	100
Lot 1406	137	125
Lot 1407	105	100
Lot 1501	151	125
Lot 1502	109	100
Lot 1503	324	150
Lot 1601	112	110
Lot 1602	110	110
Lot 1603	159	125
Lot 1604	156	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS720250L**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1701	113	110
Lot 1702	112	110
Lot 1703	161	125
Lot 1704	159	125
Total	14906.00	13395.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 2
PLAN NO. PS720250L

The land in PS720250L is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1A, 2A, 3.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
SELECT OWNERSCORP MANAGEMENT 711 HIGH STREET KEW EAST VIC 3102

AM314532P 10/11/2015

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC027228S 31/08/2015

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1A	75	75
Lot 2A	100	100
Lot 3	125	125
Total	300.00	300.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2025 03:46:47 PM

OWNERS CORPORATION 2
PLAN NO. PS720250L

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



**LAND INFORMATION CERTIFICATE
(Section 121 LGA 2020)
AND
VALUATION CERTIFICATE
(VLA 1960)**

Certificate No:
CTLI/02162/2025
Property No: 255455
Issue Date: 4/4/2025

ABN 21 762 977 945

PARKING PERMITS

PLEASE NOTE: That Owners or Occupiers of this property are not entitled to receive Resident or Visitor Parking Permits in any City of Port Phillip Parking Permit Scheme as the property is subject to Council's 'No Parking Permit' Policy. Contact the Senior Traffic Engineer on 03 9209 6445 to provide further clarification if required.

FLOOD LEVELS

Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 221 of the Local Government Act 2020. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 153 & 154 of the Building Regulations 2018.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 51(2) of the Building Regulations 2018 may be obtained from Councils Building Department ☎ (03) 9209 6253. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Building Regulations 2018 or is in an area of designated land or works within the meaning of Regulation 806 of the Building Regulations 2018.

Notices and Orders The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council: No Notices/Orders Applicable	
Cultural and Recreation Lands Act 1963 The potential liability for rates under the Cultural and Recreational Land Act 1963	Total Liability: \$ NIL
Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988	Total Money Owed: \$ NIL
Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989	Total Liability: \$ NIL

PRIVATE STREET SCHEMES

Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989

The property has not been subject to a Private Street Scheme.

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

This Certificate expires three (3) months from the date of issue.

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

David LLezellen
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 301 LOT 301 2-6 ST KILDA
ROAD ST KILDA 3182
301 PS 720250

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
10E//03845/00951	LANDATA CER 76388284-034-7	03 APRIL 2025	49017406

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>

TOTAL UNPAID BALANCE \$172.94

- The meter at the property was last read on 13/03/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$0.37 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

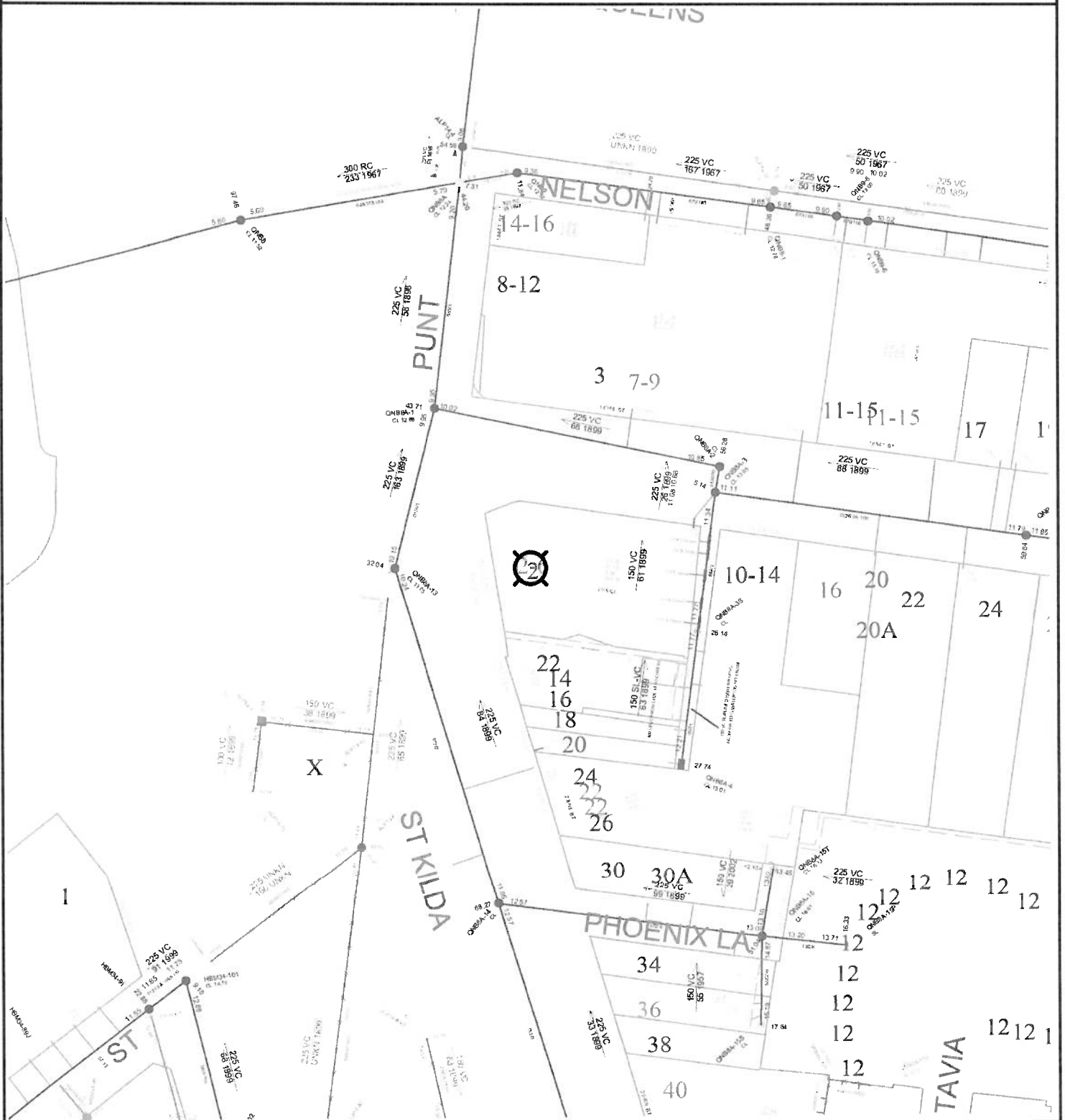
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 45539725



Date: 04DECEMBER2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

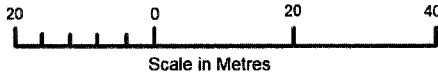
Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



ASSET INFORMATION - WATER

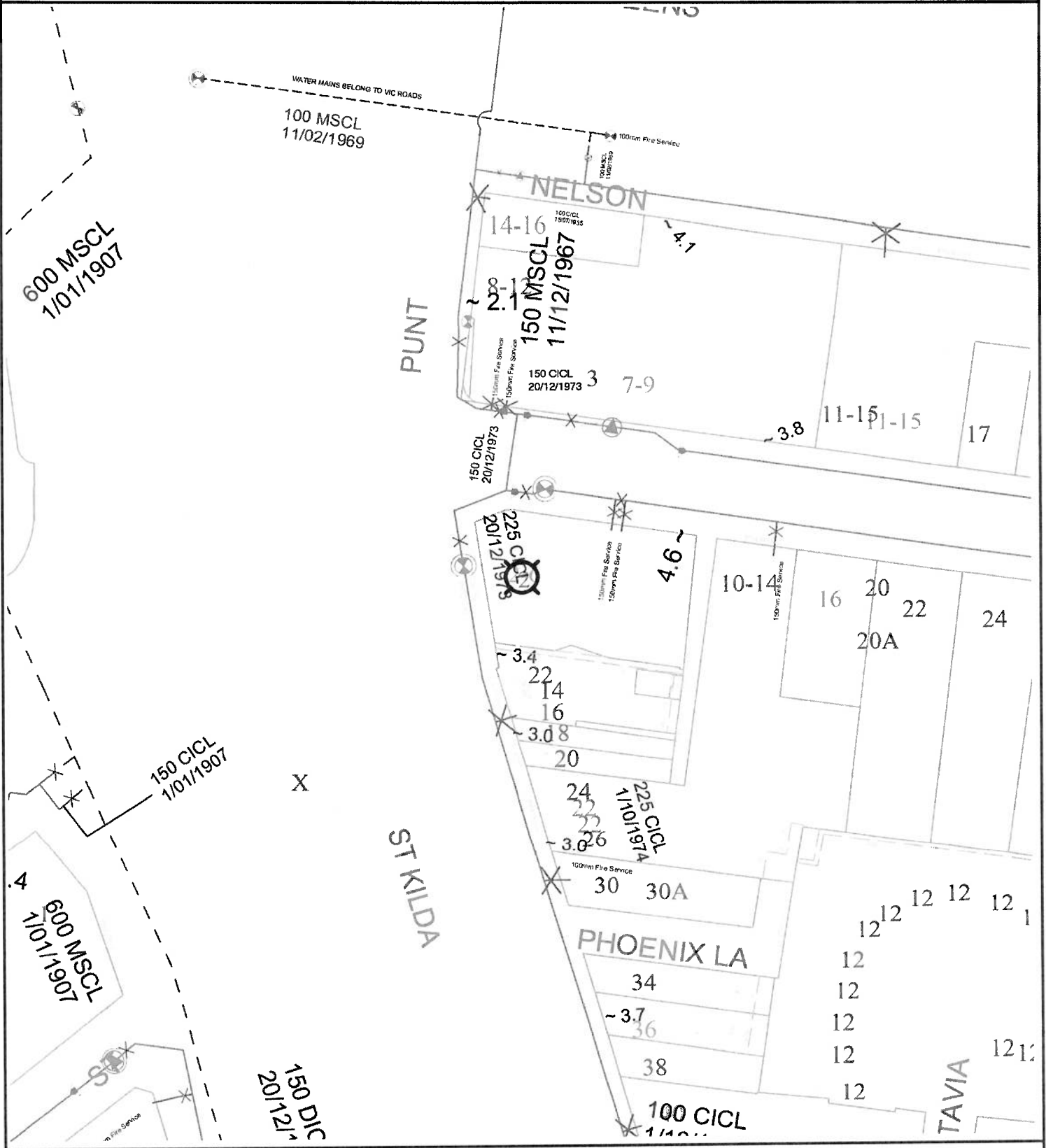


Property: Lot 301 UNIT 301 2-6 ST KILDA ROAD ST KILDA 3182



Case Number: 45539725

Date: 04DECEMBER2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

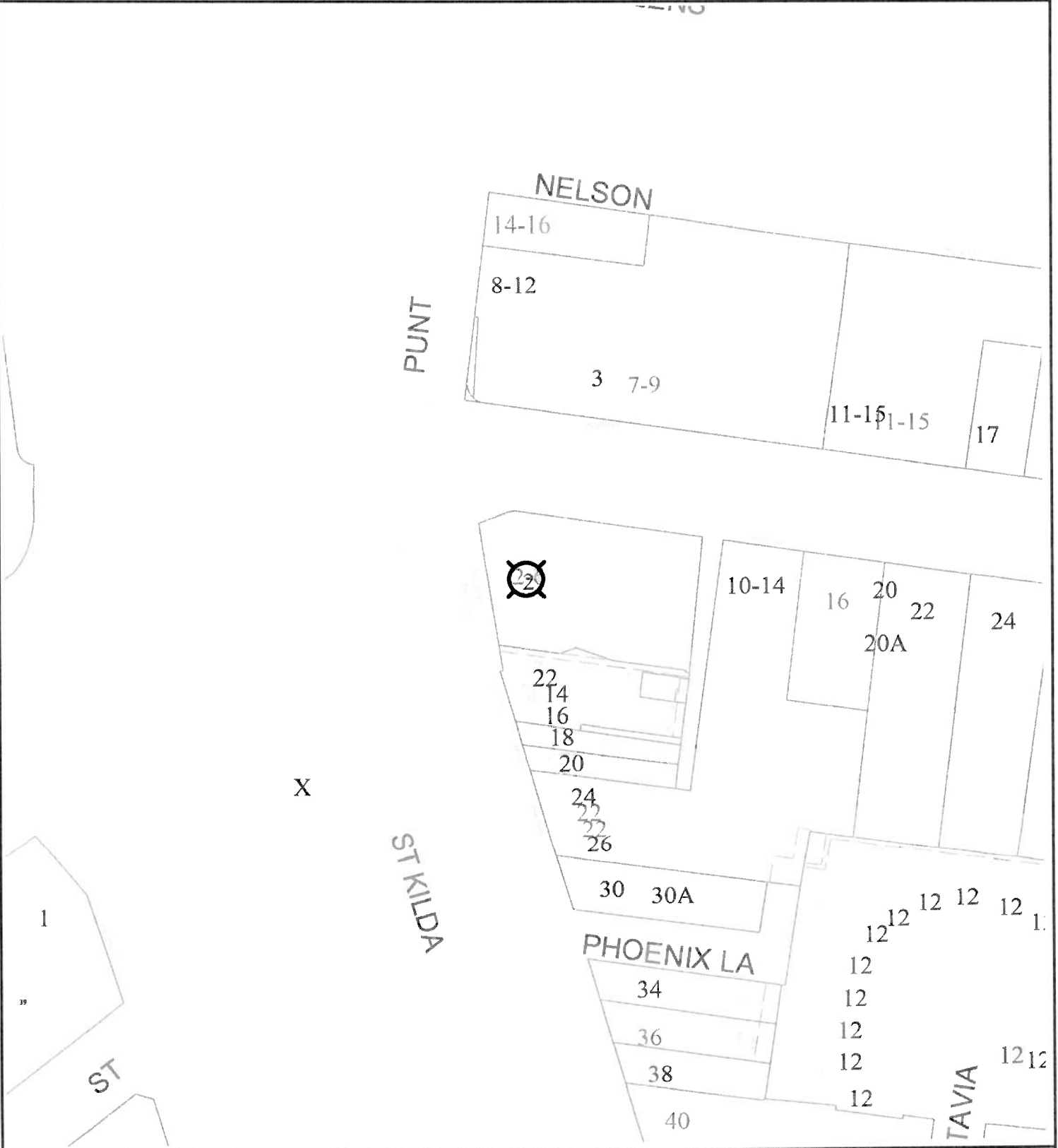
Property: Lot 301 UNIT 301 2-6 ST KILDA ROAD ST KILDA 3182



Case Number: 45539725



Date: 04DECEMBER2023



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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 04 December 2023 04:17 PM

PROPERTY DETAILS

Address: **301/6 ST KILDA ROAD ST KILDA 3182**
Lot and Plan Number: **Lot 301 PS720250**
Standard Parcel Identifier (SPI): **301\PS720250**
Local Government Area (Council): **PORT PHILLIP**
Council Property Number: **255455**
Directory Reference: **Melway 2P D3**

www.portphillip.vic.gov.au

Note: There are 125 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.

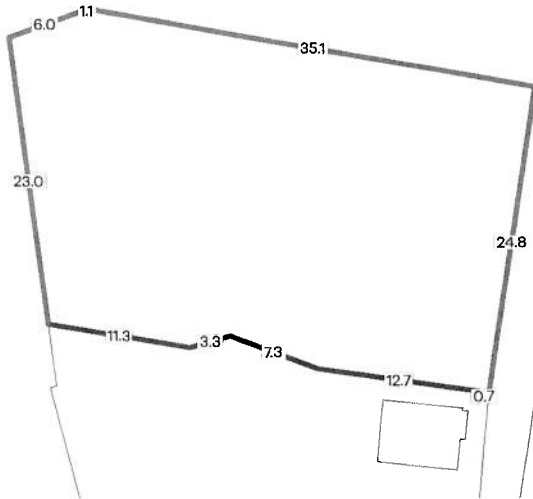
Area: 947 sq. m

Perimeter: 126 m

For this property:

— Site boundaries

— Road frontages



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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **PRAHRAN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

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PROPERTY REPORT: 301/6 ST KILDA ROAD ST KILDA 3182

Page 1 of 2

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 04 December 2023 04:26 PM

PROPERTY DETAILS

Address: **301/6 ST KILDA ROAD ST KILDA 3182**
Lot and Plan Number: **Lot 301 PS720250**
Standard Parcel Identifier (SPI): **301\PS720250**
Local Government Area (Council): **PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number: **255455**
Planning Scheme: **Port Phillip** [Planning Scheme - Port Phillip](#)
Directory Reference: **Melway 2P D3**

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **PRAHRAN**

OTHER

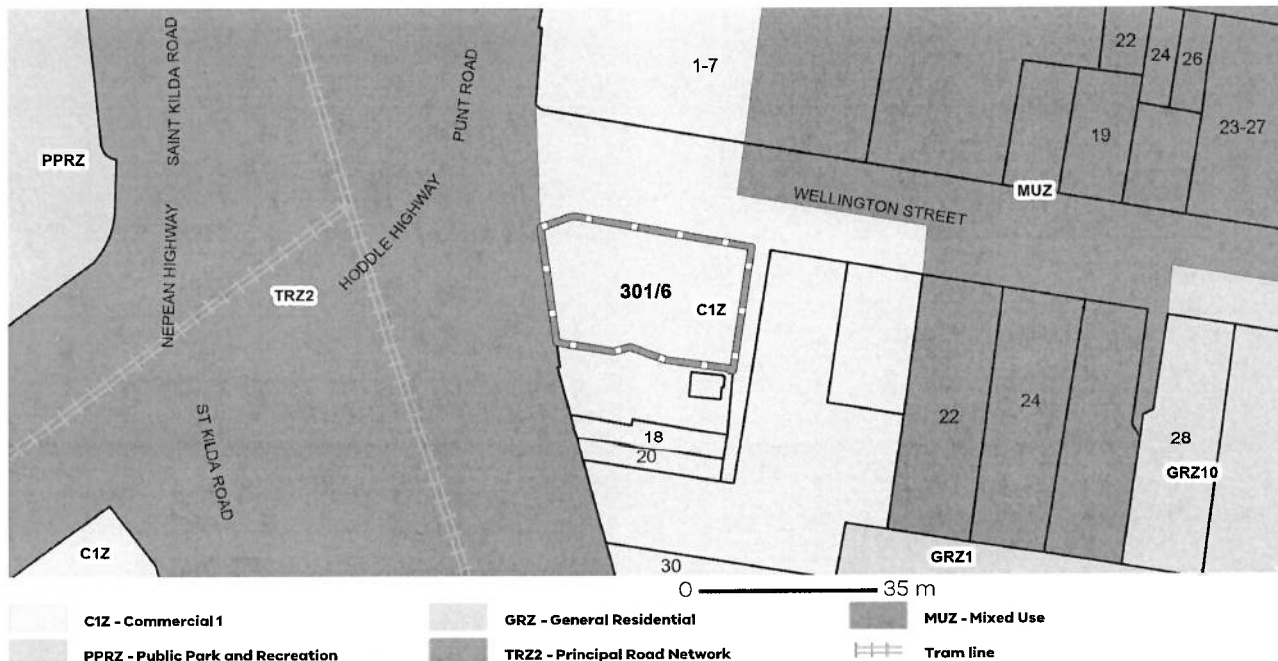
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 34 2I (DDO34-2I)



DDO - Design and Development Overlay Tram line

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

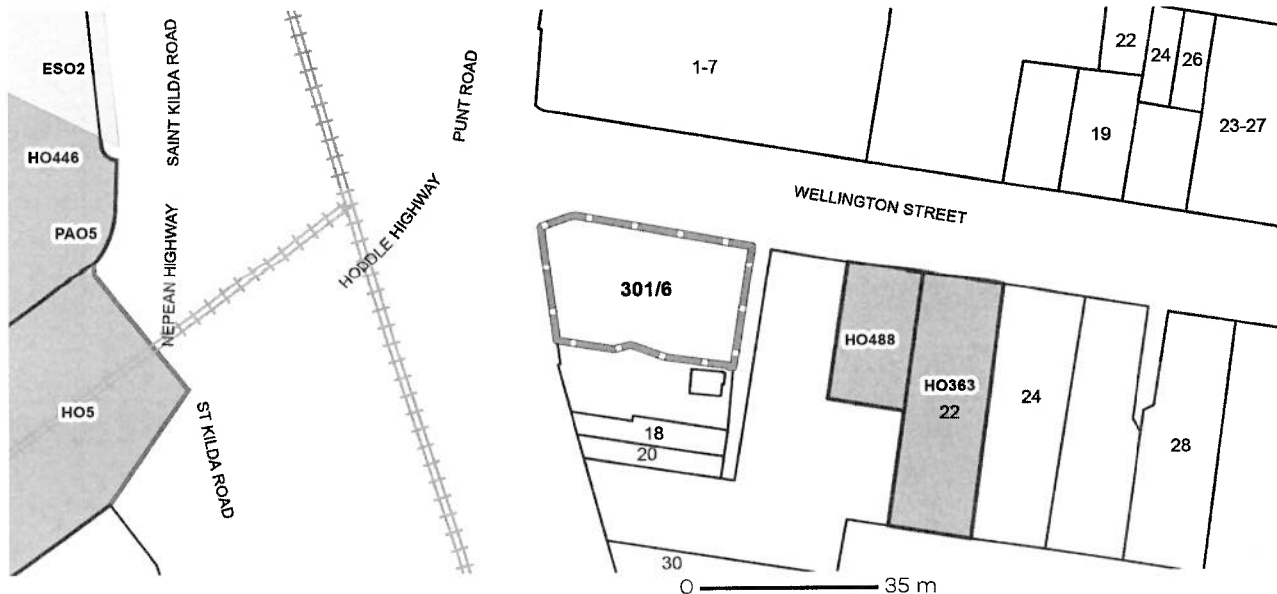
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)



ESO - Environmental Significance Overlay HO - Heritage Overlay PAO - Public Acquisition 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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Further Planning Information

Planning scheme data last updated on 27 November 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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



Domain Owners Corporation
1511/401 Docklands Drive,
Docklands VIC 3008
TEL: 03 9000 0868
Email: info@domainoc.com.au
ABN: 54 668 796 067

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No 1: **PS 720250L – ICON St Kilda - OC1**
Address: Lot 301, Unit 301/2-6 St Kilda Road, St Kilda VIC 3182
Postal address is: C/- Domain Owners Corporation
PO Box 1511/401 Docklands Drive, Docklands VIC 3008

Applicant for the certificate is: Landata
Address for delivery of certificate is: certificates@landata.vic.gov.au

Date that the application was received: **12 April 2025**

IMPORTANT:

The information in this certificate is issued on: **24 April 2025**

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

(a) The current fees for the lot are **\$1,416.75** per quarter, payable in advance.
Note: Quarterly fees are due: 1st March, 1st June, 1st September & 1st December
****Please note fees are subject to change at each AGM where the budget for the next 12 months will be reviewed and approved****

(b) The date up to which the fees for the lot have been paid is: **8th July 2024**

(c) The total of any unpaid fees or charges for the lot is: **\$6,064.59 Bpay details below**

Billar Code: 96503
Ref: 250574282 19124

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **Nil**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? According to previous records, there may be works required to remove ACP cladding around the building entrance.

(f) The Owners Corporation has the following insurance cover:
CHUBB Insurance Policy No. 02GS037063
As per Attached Certificate of Currency

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **No**

(h) The total funds held by the Owners Corporation as at **24 April 2025** are as follows:
Administration Fund: \$122,287.30 Maintenance Fund: \$388,092.12

- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: Nil
Are there any current contracts, leases, licences, or agreements affecting the common property? If so then provide details:
Owners Corporation 1 entered into a Common Property Signage Licence Agreement in relation to Common Property 1 on the Plan of Subdivision PS72050L with 2 – 12 St Kilda Road Pty Ltd for Lot 1, as tables and affixed the common seal of the Owners Corporation to the Licence.

Owners Corporation 1 entered into a Common Property Signage Licence Agreement in relation to Common Property 1 on the Plan of Subdivision PS72050L with 2 – 12 St Kilda Road Pty Ltd for Lot 2, as tables and affixed the common seal of the Owners Corporation to the Licence.

An agreement has been made for OC Energy to own and operate an electrical embedded network at the property for the supply of electricity to residents and the Common Property. (Period – 5 years, plus 5 year options).

Caretaking/Cleaning and Building Management – Enigma Property Services Specialist's

Fire & Essential Services – Link Fire

Lift Services – Kone

Garage Door Maintenance – Doormation

Waste Management – Kiddigan Pty Ltd

OC Manager – Domain Owners Corporation

Water – South East Water

Electricity - Embedded Network with OC Energy

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: Nil
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details: Nil
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details: Nil
- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, the provide details:
The manager is: Domain Owners Corporaiton
1511/401 Docklands Drive Docklands VIC 3008
- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? Nil
- (p) Documents required to be attached to the Owners Corporation certificate are:
A copy of the minutes of the recent Annual General Meeting of the Owners Corporation
A copy of the OC Rules
A copy of the Insurance Certificate of Currency
A copy of the Statement of Advice and Information for Prospective Purchasers and Lot Owners

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed below.

Date: 24 April 2025

This is Owners Corporation certificate was prepared by Calli Owners Corporation.



Signature of Hugh Yu
Owners Corporation Manager
For and behalf of Owners Corporation No. 1 PS720205L



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 02 August 2024

Certificate of Currency

This Certificate of Currency confirms the following Policy is current at the date stated below. Please refer to Policy documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 720250L	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS037063	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 31 July 2024, Local Standard Time
	To:	4.00pm on 31 July 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	2-6 & 2 St Kilda Road & Wellington Street, St Kilda VIC 3182	

Limits of Liability		
Section 1: Property Damage Insurance	Buildings and Common Property	AUD 69,540,000

	Common Contents	AUD 695,400
	Catastrophe	AUD 10,535,310
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 10,431,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 91,201,710	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 02 August 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

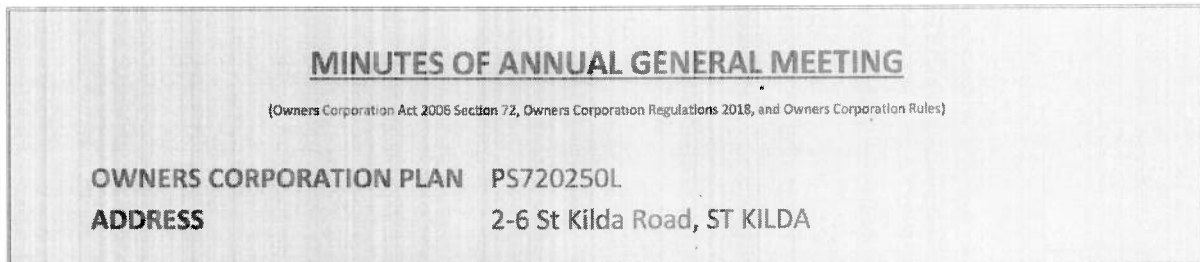
Signed:



Candace Higgins
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Date: 28th November 2023



Dear Lot Owner,

The Annual General Meeting (AGM) for your Owners Corporation (OC) was held on 22nd November 2023.

Thank you to those who attended the Meeting (in person or by proxy) and for your contribution.

Please find attached Minutes of the AGM. Kindly take the time to read through and acknowledge the items that were resolved.

With respect to levies for your Owners Corporation;

- **OC 1 Administrative Fund:** It was resolved to increase Levies from \$519,007 to \$577,450.00 for the Financial Year 01/09/2023 to 31/08/2024 and applied based on Units of Liability.
- **OC 1 Maintenance Fund:** It was resolved to increase Levies from \$80,000.00 to \$189,300.00 for the Financial Year and 01/09/2023 to 31/08/2024 applied based on Units of Liability.
- **OC 2 Administrative Fund:** It was resolved to increase Levies from \$20,142.00 to \$28,172.00 for the Financial Year 01/09/2023 to 31/08/2024 and applied based on Units of Liability.
- **OC 2 Maintenance Fund:** It was resolved to increase Levies from \$1,825.00 to \$1,872.00 for the Financial Year 01/09/2023 to 31/08/2024 and applied based on Units of Liability.
- **OC 1 Administrative Fund:** Due to cashflow purposes an Adjustment Levy will be struck for \$29,221.50 to cover the increased Levies associated with the quarters of the Financial Year 01/09/2023 – 30/11/2023 & 01/12/2023 - 29/02/24 and applied based on Units of Liability. The Adjustment Levy will be due and payable in two equal instalments of \$14,610.75 due 01/03/2024 and 01/06/2024.
- **OC 2 Administrative Fund:** Due to cashflow purposes an Adjustment Levy will be struck for \$3,079.00 to cover the increased Levies associated with the quarters of the Financial Year 01/09/2023 – 30/11/2023 & 01/12/2023 - 29/02/24 and applied based on Units of Liability. The Adjustment Levy will be due and payable in two equal instalments of \$1,539.50 due 01/03/2024 and 01/06/2024.

Should you have any questions, please do not hesitate to contact our office.

Kind regards,

Denise Tucker
Owners Corporation Manager



Commencement time of meeting: 5:38 PM

1. Welcome to Meeting

1.1 Attendance, Apologies and Proxies

Members Present	Apologies	Proxies
Lot 2A Zenth Pty Ltd		Denise Tucker
Lot 301 Symona Gingis		
Lot 302 Irynas Investment Trust		Andre Kogut
Lot 303 Menachem Mendel Shapiro		Jack Wu
Lot 307 Tatyana Vinarskaya		Melissa Jones
Lot 308 Tatyana Uskhopov		Melissa Jones
Lot 309 Natalia V Chicherina		Toli Pavlotski
Lot 311 Anna Liba Toropov		Melissa Jones
Lot 404 Olga Lazavera		Toli Pavlotski
Lot 601 Alexander Spielberg		
Lot 608 David Zemlinsky		Lot 801 Ilana Melnikov
Lot 1005	Sylvia Hawken	
Lot 1104 Zvi & Irena Peled		Lot 801 Ilana Melnikov
Lot 1105 Zvi & Irena Peled		Lot 801 Ilana Melnikov
Lot 1203	Chung Hin Aaron Chow	Denise Tucker
Lots 1206 David Jones		
Lot 1207 Natalia Chicherina		Toli Pavlotski
Lot 1302 Jemia Alyce McCarthy		
Lot 1403 Daniel Ischia		
Lot 1503 Papile Enterprises		Lot 1403 Daniel Ischia
Lot 1704	Kathryn Deyell	

1.2 In Attendance

Chris Boothroyd and Denise Tucker represented Ownerscorp Commercial.

1.3 Entitlement to Vote

All Members represented at the Meeting with the exception of Lots 404, 601, 608, 801, 1104 & 1105 possessed voting rights.

1.4 Quorum

Number of Lots	Number of Owners Represented	% of Lot Owners Represented
124	19	15.3

A quorum was not present as **15.3 %** of lot owners were represented therefore:

- All resolutions of the Meeting will be deemed Interim Resolutions but will become decisions of the Owners Corporation if not challenged within 29 days by way of a petition signed by 25% of the Owners calling for further meeting to be convened.

1.5 Minute Taker

Denise Tucker was elected as minute taker for the meeting.

2. Chairperson of Annual General Meeting

The Owners Corporation resolved to appoint Chris Boothroyd as Chairperson for the meeting.

Voting: On voices with no dissent

3. Minutes of Previous Annual General Meeting

It was resolved that: Pursuant to Section 71 of the Act, the Minutes of the previous AGM held on 28/11/2022 as attached to the Notice of Meeting be received and adopted.

A review of the 2022 AGM Minutes confirmed the meeting endorsed causal vacancies for the committee due to only two attending members. A third member was duly co-opted to the committee post meeting.

Moved: D. Ischia Seconded: D. Young Voting: On voices with no dissent

4. Report of the Committee, including Grievance Committee Report

It was resolved that: Pursuant to Section 115 and 159 of the Act, that the Committee's Report, including the Grievance Committee Report be received.

The chairperson delivered a verbal report on behalf of the committee and encouraged greater participation of Members noting the increased workload the Committee had undertaken. Key activities undertaken included tendering for new caretaking/building management as well as Owners Corporation Management.

Moved: J. Wu Seconded: D. Jones Voting: On voices with no dissent

5. Owners Corporation Manager's Report including use of Common Seal

It was resolved that: The Manager's Report be received.

Moved: D. Ischia Seconded: D. Young Voting: On voices with no dissent

It was resolved that: Pursuant to Section 18A (1) of the Act, the Common Seal no longer be used and be disposed of.

Voting: On voices with no dissent

6. Insurance and Valuations

6.1 Insurance held

It was resolved that: Pursuant to Division 6 – Insurance, of the Act, that the Owners Corporation accepts that the current strata insurance cover complies with its obligations to take out insurance.

It was noted that: Where a lot is responsible for an event resulting in an insurance claim being lodged, the lot may be responsible for payment of the applicable excess.

Voting: On voices with no dissent

6.2 Valuation

The Owners Corporation reviewed the valuation requirements.

It was noted that: An Insurance Valuation was completed 22/07/2023 resulting in a valuation amount of \$69,540,000.00. The current Building Insured amount is \$70,235,400.00.

6.3 Insurance renewal process

The Owners Corporation reviewed and discussed the insurance cover outlined in the Certificate of Currency attached to the Agenda.

It was noted that: The Owners Corporation maintain the current levels of cover and, at the expiry of the existing policy, obtain quotes from multiple insurers via a broker, with the committee to provide instruction on the preferred insurer.

Voting: On voices with no dissent

6.4 Insurance Disclosure

It was noted that: The Owners Corporation should read and consider the relevant Product Disclosure Statement (PDS) before making any decisions about the suitability of the insurance products. Copies of the relevant PDS(s) and Financial Services Guide(s) (FSG) are available upon request.

7. Essential Safety Measures (ESM)

Owners are reminded that maintenance of smoke detectors within residential units is a responsibility of the lot owner.

It was resolved that: The Owners Corporation continues to fulfil its legal obligations by maintaining the fire and essential safety measures within common property as listed on the certificate of occupancy and to obtain an independent Annual Essential Safety Measures Report.

Voting: On voices with no dissent

8. Occupational Health and Safety (OH&S)

It was noted that: Under the Occupational Health & Safety Act (1958), Owners Corporations are responsible for a duty of care to ensure working environments and their surrounds are not injurious to the health and/or safety of sub-contractors trade’s people, service providers, residents and visitors.

It was noted that: The Members will raise any Occupational Health & Safety issues to the Manager for investigation and remedy. Lot Owners are encouraged to communicate any concerns either to the Committee or Manager.

It was noted that: Occupiers of commercial lots are reminded of their obligation to provide a safe workplace including training for staff and emergency evacuation from the workplace. Multi story Owners Corporations also need to consider the impact of an emergency evacuation on the safety of the residents in the building(s) and resolve to take appropriate action.

Voting: On voices with no dissent

9. Financial Statements

It was resolved that: The Financial Statements for the year 01/09/2022 to 31/08/2023 be received and adopted.

Voting: On voices with no dissent

10. Proposed Annual Budget

It was resolved that: Proposed Budget & Levies including Maintenance Plan budgets be adopted with the following changes:

OC 1 Administrative Fund;

- Insurance increased from \$15,000 to \$90,000
- Security reduced from \$102,000 to \$5,000

Administration Budget

Owners Corporation (OC)	Approved Budget 01/09/2023 to 31/08/2024	% Change from previous year
OC1	\$ 577,450.00	11.3%
OC2	\$ 26,300.00	30.6%

Maintenance Budget

Owners Corporation (OC)	Approved Budget 01/09/2023 to 31/08/2024	% Change from previous year
OC1	\$189,300.00	136.6 %
OC2	\$ 1872.00	2.6 %

Voting: On voices with no dissent

OC 1 Administrative Fund: Due to cashflow purposes an Adjustment Levy will be struck for \$29,221.50 to cover the increased Levies associated with the quarters of the Financial Year 01/09/2023 – 30/11/2023 & 01/12/2023 - 29/02/24 and applied based on Units of Liability. The Adjustment Levy will be due and payable in two equal instalments of \$14,610.75 due 01/03/2024 and 01/06/2024.

OC 2 Administrative Fund: Due to cashflow purposes an Adjustment Levy will be struck for \$3,079.00 to cover the increased Levies associated with the quarters of the Financial Year 01/09/2023 – 30/11/2023 & 01/12/2023 - 29/02/24 and applied based on Units of Liability. The Adjustment Levy will be due and payable in two equal instalments of \$1,539.50 due 01/03/2024 and 01/06/2024.

***A Special Levy of \$30,000.00 was issued by the former manager was due 1/09/2023 to enable payment of the Insurance Renewal.**

11. Auditing

It was noted that: Section 35 of the Owners Corporation Act stipulates that:

- Tier 1 (100+ occupiable lots) owners corporations must have their annual financial statements audited.

It was resolved that: As a Tier 1 Owners Corporation an audit of annual financial statements is undertaken.

Voting: On voices with no dissent

12. GST Registration

It was noted that: The Owners Corporation proposed income exceeds \$150,000 (not-profit body threshold) therefore the Owners Corporation is required to be registered for GST.

13. Penalty Interest and Management of Arrears

It was resolved that: Pursuant to Section 29 (1) and (2) of the Act that the Owners Corporation charge penalty interest on overdue fees and other amounts greater than 30 days. Such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest as per Section 29 (3) of the Act.

It was resolved that: The Manager be empowered to issue legal proceedings against the owners of lots with arrears, where the amount is sufficient and proportionate to the cost of recovery and for all collection cost to be levied to those lot owners, including \$72.60 for issuing a Final Notice and a minimum charge of \$242.00 (1 hour) for preparing documents required for issuing a Letter of Demand and or VCAT or Court proceedings.

Voting: On voices with no dissent

14. Election of Committee, Chairperson and Secretary

It was resolved that: Pursuant to Section 100 of the Act, to elect a Committee of no more than 7 members. The following persons were elected:

[Back to top](#)

- 1) Daniel Ischia
- 2) Melissa Jones
- 3) Jack Wu
- 4) Anatoli Pavloski
- 5) Andre Kogut

It was resolved that: Committee to act as Grievance Committee unless otherwise agreed upon.

It was resolved that: The Committee is to be elected with all powers of the Owners Corporation other than those within Sections 11 (3) of the Act.

Voting: On voices with no dissent

15. Privacy

It was resolved that: The contact details of members (mobile phone or home phone number, and/or email address) be made available to tradespersons, insurance assessors and those who may request such information with regard to Owners Corporation matters and other persons who may be entitled to inspect documents, such as valuers, legal representatives, accountants.

Voting: On voices with no dissent

16. Appointment of Manager and delegation of powers under the Owners Corporations Act

Ownerscorp Commercial holds Certificate of Registration Number 000574 as an Owners Corporation Manager as required by Section 119 (2) of the Act. The current Contract of Appointment of Manager (CoA) matures on 21/08/2024.

It was resolved that: Pursuant to Section 11(2) of the Act, that the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment of the Owners Corporation Manager.

Voting: On voices with no dissent

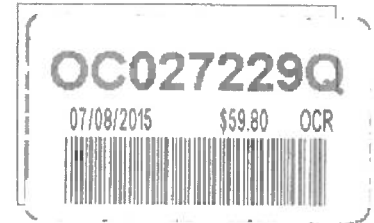
17. General Business

No general business was discussed.

18. Closure of Meeting

Time of this meeting closure: 8.03PM

Owners Corporation Notification of Making Rules



Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

Name: BOUTIQUE CONVEYANCING PTY LTD

Phone: 1300 722334

Address: LEVEL 2, 201 FITZROY STREET, ST.KILDA, 3182

Reference: RB:12232 ICON

Customer Code: 14451K

Applicant: *(full name and address including postcode)*

2-12 ST.KILDA ROAD PTY LTD OF LEVEL 2, 201 FITZROY STREET, ST.KILDA, 3182

Plan No.: 720250L

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 03/08/2015

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for applicant:

A handwritten signature in black ink, appearing to read 'Roslyne Brodie'.

Roslyne Brodie
Licence No. 000348L
*Licensed Conveyancer under
Conveyancers Act 2006*

30800812A

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Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

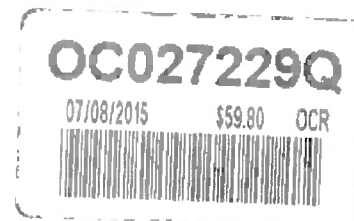


Owners Corporation Rules

Owners Corporation No. 1 Plan of Subdivision 720250L

'ICON APARTMENTS'

2-6 ST.KILDA ROAD, ST.KILDA



1. Health Safety and Security

1.1. General

- 1.1.1. An owner or occupier of a Lot must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of an owner, occupier, or user of another Lot or any person who enters upon the Common Property.
- 1.1.2. The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of owners and occupiers of Lots and all persons who are entitled to use the Common Property is not compromised.
- 1.1.3. An owner or occupier of a Lot must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- 1.1.4. An owner or occupier of a Lot must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.
- 1.1.5. If an owner or occupier of a Lot fails to comply with rule 1.1.3 and/or 1.1.4 the Owners Corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.
- 1.1.6. An owner or occupier of a Lot must not use or interfere or tamper with any fire safety equipment except in the case of an emergency.
- 1.1.7. An owner or occupier of a Lot must install smoke detectors on their Lot and ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.

1.1.8. If a security key/electronic key card or similar security device affording access to the development and issued by the Owners Corporation in respect of a Unit, is lost by an Owner, Occupier, Visitor or Guest, the Owner of the relevant Unit must forfeit any security deposit paid to the Owners Corporation. They must also reimburse the Owners Corporation for all costs incurred in maintaining the security including the cost of changing locks and providing new security devices for all Lots.

1.1.9. An owner or occupier must not:

- (a) leave or prop open or permit to remain open any external doors or gates providing access to the Common Property;
- (b) compromise the security of the Common Property and keep informed the Owners Corporation Manager of any damage, forced entry or other act that might compromise the security of the Common Property; and
- (c) An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, , trailer or motor cycle which is owned by them or under their control onto the Common Property or to allow such leakages within a Lot to spread to another Lot or the Common Property (e.g. by pedestrian or vehicular traffic).

In the event of the breach of this rule causing damage to or the dirtying of Common Property the Owners Corporation may clean the leaked substance from the Common Property and from the Lot on which it is located and recover the costs of doing so from the Lot owner or occupier but after giving 7 days' notice only to be rectified.

1.2. *Safety of children, including their exclusion from areas that may be unsafe for them or restricting activities that may be unsafe.*

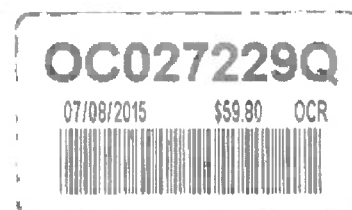
1.2.1. An owner or occupier of a Lot must not permit any child under the age of 14 years, and over whom the owner or occupier has control, to remain unaccompanied (by a responsible adult) on Common Property, including car parking areas, where there is a hazard or possible danger.

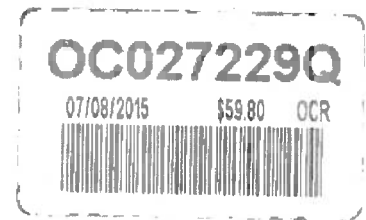
1.3. *Storage and use of flammable liquids and dangerous substances and materials*

1.3.1. 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, except chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4. *Waste Disposal*

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





2. Management and administration

2.1. Management and administration of Common Property and Services

- 2.1.1. An owner or occupier of a Lot must not inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their Lot or balcony within their Lot to any windows contained within the Lot for the purposes of cleaning and maintaining such window.
- 2.1.2. An owner or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:
- (a) The structural integrity of any part of the Common Property is impaired;
 - (b) The provision of services through the Lot or the Common Property is impaired;
 - (c) The provision of services through the Lot or the Common Property is interfered with in any way (except temporarily as consented to by the Owners Corporation and the owner and occupier of any Lot affected); or
 - (d) Any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with.
- 2.1.3. An owner or occupier of a Lot must not cause a false fire alarm. If this rule is breached and the Owners Corporation incurs a fee or fine as a result, then the amount of such fee or fine may be recovered from the owner or occupier who caused the false alarm.
- 2.1.4. Any consent given by the Owners Corporation may be qualified or conditional.
- 2.1.5. An owner or occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these rules at all times.
- 2.1.6. The amount of the security deposit referred to in rule 1.1.8 will be determined, from time to time, by the Owners Corporation.
- 2.1.7. These rules must be given to a resident of a Lot, not being the owner, prior to taking up occupancy.
- 2.1.8. To ensure that the Common Property is respectfully occupied the Owners Corporation or its Committee of Management will from time to time:
- (a) Determine the amount (\$) of the surety required to be paid by an owner or occupier when moving in or out. Such surety to be retained by the Owners Corporation in the event of damage caused as a result of the move in /move out; and
 - (b) Determine the amount (\$) of the surety required to be paid by an owner or occupier to the Owners Corporation in order to secure the return of additional keys/swipes or fobs issued by the Owners Corporation; and

- (c) Determine the amount (\$) of the surety to be paid by an owner to the Owners Corporation in lieu of damage caused by contractors to the Common Property in the course or renovations or similar to the owner's Lot.
- (d) An owner or occupier of a lot in possession of keys/swipes or fobs must not without written consent from the Owners Corporation duplicate the keys/swipes or fobs or permit it to be duplicated and must take all reasonable precautions to ensure that keys/swipes or fobs is not lost or handed to any person other than other owner or occupier and is not dispose of otherwise than by returning it to the owner or owners corporation.
- (e) An owner or occupier of a lot must promptly notify the owners corporation if keys/swipes or fobs issued to him is lost or destroyed.

2.1.9. The Owners Corporation and/or the Committee of Management may from time to time issue a document entitled 'Housekeeping Rules'. These housekeeping rules will assist owners and occupiers in interpreting the rules contained herein in respect to how these rules should be applied on a daily basis. Accordingly the housekeeping rules will be binding on all residents at the complex.

2.1.10. Except in the case of an emergency (in which case no notice shall be required) upon one (1) days' notice in writing the owners corporation or the committee of the owners corporation 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 installation 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 or his or her invitees). The committee of the owners corporation, 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.

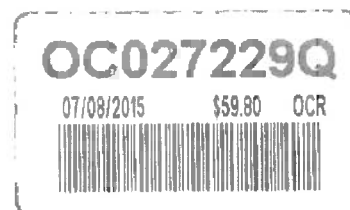
3. Use of Common Property

3.1. General

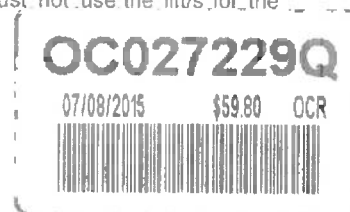
3.1.1. An owner or occupier of a Lot must not obstruct or prevent the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.

3.1.2. An owner or occupier of a Lot must not without the written approval of the Owners Corporation, use for his or her own purposes as a garden or for any other purpose, any portion of the Common Property.

3.1.3. An approval under 3.1.2 may state a period for which the approval is granted.



- 3.1.4. If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Property, or is causing damage to the Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal.
- 3.1.5. An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 3.1.4 must remove that animal immediately from the Property after having been given written notice of such resolution.
- 3.1.6. Rule 3.1.5 does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.
- 3.1.7. An owner or occupier of a Lot must not erect or allow the erection of any 'for sale', 'auction', 'for lease' or similar board or any other sign of any description on the Common Property.
- 3.1.8. Rule 3.1.7 does not apply to the Developer of the development. The Developer may erect signage as it deems fit, such signage for the purpose of selling or leasing any of the Apartments as agent appointed by an owner of an Apartment, in addition to Rule 9 herein.
- 3.1.9. An owner and/or occupier must always follow the directions of the Owners Corporation when using any Common Property. This includes all directions which are signposted in or around the Common Property.
- 3.1.10. An owner or occupier of a Lot or a person who is a guest of the owner or occupier of a Lot must not smoke on the Common Property or in a way that smoke is detectable from the common property or another lot.
- 3.1.11. An owner or occupier of a Lot must give at least seventy-two (72) hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the lift. Also the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the owner or occupier of any other Lot;
- 3.1.12. An owner or occupier of a Lot must not damage, obstruct or interfere with the lift stairways, corridors or any other Common Property when moving any items in or out of any Lot;
- 3.1.13. An owner or occupier or a guest of an owner or occupier of a Lot must not use the lift/s for the carriage of bicycles.



- 3.1.14. An owner or occupier of a Lot must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or occupiers use of the lifts.
- 3.1.15. An owner or occupier of a Lot without the consent of the Owners Corporation must not use the lift for delivery or removal of goods except between the hours of 9:00am and 5:00pm on business days and then only when the lift covers have been installed.
- 3.1.16. An owner or occupier of a Lot must not store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Owners Corporation
- 3.1.17. Item 3.1.16 shall not apply in relation to the storage of air-conditioner condenser units, where such units have been stored within the Common Property basement for the retail premises or are detailed within the building permit documentation for any other Lot.
- 3.1.18. Any air-conditioner condenser units stored within the Common Property shall at all times remain the responsibility of the associated Lot serviced by the condenser units.

3.2. *Deposit of rubbish and other material on Common Property*

3.2.1. General Waste

- (a) All general waste (anything other than recycling) must be bagged in water tight bags and tied. No open bags or loose rubbish is to be placed into the chute. Dimensions of waste must not exceed a cube with 350mm sides and the weight should not exceed 3kg.

3.2.2. Recycling

- (a) Glass, paper, cans and bottles are to be disposed directly into the recycling chute. Please do not bag these items.
- (b) Cardboard Boxes/Cartons are to be flattened and disposed directly in the bin room which is in the basement car park. You are to access the bin room via the lift or stairwell.

- 3.2.3. In the event that the bin chute/s become/s blocked and the Owners Corporation is able to identify the responsible Lot, the cost to reinstate the chute/s may be recovered from the Lot.

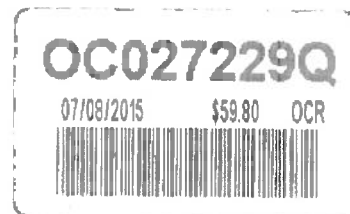
3.2.4. Hard Rubbish

- (a) No hard rubbish is to be left on the Common Property and any resident found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the resident responsible for the dumping of the rubbish.

3.2.5. Other

- (a) No rubbish or waste shall be place on Common Property without the written approval of the Owners Corporation.





3.2.6. An owner or occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the owner or occupier concerned.

3.3. *Vehicles and parking on Common Property*

3.3.1. An owner or occupier of a Lot must not, except in the case of emergency, park or leave a motor 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 situated on Common Property other than a parking area specified for that purpose by the Owners Corporation; or
- (d) In any place situated on Common Property specified for the purposes of short term visitors parking by the Owners Corporation, except for that purpose.
- (e) An owner or occupier of a lot must not park within those allocated spaces for visitors parking
- (f) An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the owners corporation or the manager.

3.3.2. An owner or occupier of a Lot shall not drive any motor vehicle, and shall not allow any vehicle to be driven, in any direction other than as specified by signage, or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation

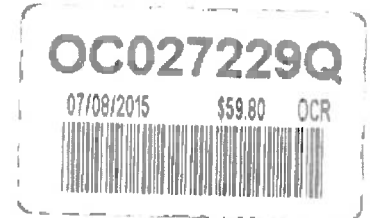
3.3.3. An owner or occupier of a Lot must not wash any vehicle in any area or car parking space or any Common Property whatsoever unless an area has been specifically designated by the Owners Corporation.

3.4. *Damage to Common Property*

3.4.1. An owner or occupier of a Lot must not mark, paint, damage or alter the Common Property without the written approval and direction of the Owners Corporation.

3.4.2. An owner or occupier of a Lot must not alter or damage in any way a structure that forms part of the Common Property without the written approval and direction of the Owners Corporation.

3.4.3. Subject to 4.2.1, an owner of a Lot or person authorised by an owner may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or barrier is soundly built, is consistent with the colour, style and materials of the building, and does not interfere with the use by other owners and occupiers of their Lots and/or the Common Property. The owner of any such device, screen or barrier must keep it in good repair.



3.4.4. An owner or occupier of a Lot must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

3.5. *Gymnasium*

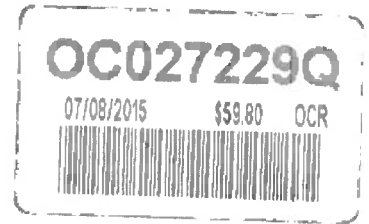
The following rules apply to all residents using the gymnasium:

- 3.5.1. A resident must be inducted to the gymnasium before access can be granted
- 3.5.2. Only residents are permitted to use the gymnasium;
- 3.5.3. Socks and gym shoes are to be worn in the gymnasium
- 3.5.4. A towel is to be carried at all times whilst using the gymnasium and equipment is to be wiped down after each equipment use
- 3.5.5. Alcohol and food are not permitted within the gymnasium
- 3.5.6. Smoking is not permitted within the gymnasium
- 3.5.7. Children under the age of 13 years must be supervised by an adult at all times
- 3.5.8. The hours for use of the gymnasium is 6.00am to 10.00pm.

3.6. *Function Room*

The following rules apply to all residents using the function room

- 3.6.1. A resident must be inducted to the function before booking of the room is approved
- 3.6.2. The function room is available only to residents, their guests and invitees
- 3.6.3. The resident applying to hold a function must seek approval in writing at least 72 hours prior from the owners corporation noting detail of the function (nature, time, number of guests etc)
- 3.6.4. At commencement of any function, the resident must ensure those in attendance are aware of Emergency Evacuation Plan and location of emergency exits
- 3.6.5. No smoking is allowed in any part of the function room
- 3.6.6. Resident hosting the function must take care with food and drink on all floor surfaces, any spillages are to be cleaned immediately
- 3.6.7. No children are allowed in the kitchen area
- 3.6.8. Barbeque must be cleaned after use
- 3.6.9. Noise is to be kept to a minimum during the function and when leaving the premise at the end of the night
- 3.6.10. The resident hosting the function is responsible for guests leaving, any damages caused to common property will be charged to the resident
- 3.6.11. All tables/benches are to be wiped down and kitchen floor is mopped after the function
- 3.6.12. All equipment, foodstuffs and drinks bought into the function room by the resident and guests must be removed
- 3.6.13. The owners corporation reserves the right to charge the resident a fee for cleaning of the function room
- 3.6.14. The owners corporation reserves the right to deny access of any resident into the function room
- 3.6.15. The hours of use of the function is 8.00am to 11.00pm



4. Lots

4.1. *Change of use of Lots*

4.1.1. 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. For 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 retail, commercial or industrial uses rather than residential purpose.

4.1.2. An owner or occupier of a Lot must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other owner or occupier of a Lot, or guests of such owner or occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

4.2. *External Appearance of Lots*

4.2.1. An owner or occupier of a Lot must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation.

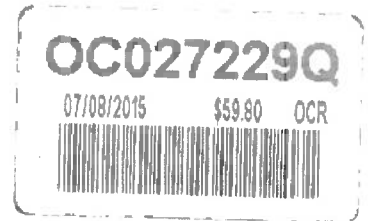
4.2.2. An owner or occupier of a Lot must not make or permit to be made any noise from machinery or music which may be heard outside the Lot between the hours of 10:00pm and 5:00am.

4.2.3. An owner or occupier must not place, display or hang any chattel item (including any item of clothing or any wind chimes) or any signage (including 'for sale', 'lease' or any business signage) on or from a balcony or courtyard forming part of the Lot or Common Property.

4.2.4. An owner or occupier must not store bicycles or other articles on the balconies or exteriors of the Lots or on any common area;

4.2.5. An Owner or occupier of a Lot must not install any fly-wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that the said permission complies with the standards established by the Owners Corporation and governing authorities;

4.2.6. An owner or occupier of a Lot must not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;



- 4.2.7. An owner or occupier of a Lot must not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony any tanks, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;
- 4.2.8. An owner or occupier of a Lot must not construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the previous consent in writing of the Owners Corporation;
- 4.2.9. An owner or occupier of a Lot must not erect any external blinds or awning without the previous consent in writing of the Owners Corporation;
- 4.2.10. An owner or occupier of a Lot must not install any window furnishings other than that specified by the Owners Corporation Specification which is as follows from time to time.
- 4.2.11. An owner or occupier of a Lot must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanness that detracts or affects the exterior appearance of the Lot or the Building.
- 4.2.12. An owner or occupier of a Lot must not erect a wrought iron door or security door or fly-wire door or similar to Lot entrances unless approved by the Owners Corporation.
- 4.2.13. An owner or occupier of a Lot must not fit any canvas blinds, curtains or similar to the outside of any window of a Lot without the previous consent in writing of the Owners Corporation.
- 4.2.14. An owner or occupier of a Lot must not hang or place or permit to be hung or placed any garment or article of clothing sheet blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Lot including the balcony or such as to be visible from outside the Lot except as provided by the Owners Corporation.
- 4.3. *Requiring notice to Owners Corporation of any renovations to Lots*
- 4.3.1. An owner or occupier must not perform any renovations on a Lot without having given 28 days written notice of the intended works to the Owners Corporation and the owner and occupier of all Lots abutting the Lot to be renovated.
- 4.4. *Time within work on Lots can be carried out*
- 4.4.1. An owner or occupier must not allow works to be carried out in a Lot outside the hours of 8:30am to 4:30pm.
- 4.4.2. The works referred to in 4.4.1 are not to be undertaken on weekends and/or public holidays.



5. Behaviour of Persons

5.1. Behaviour of owners, occupiers and invitees on Common Property

5.1.1. An owner or occupier of a Lot must not, and 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.

5.2. Noise and other nuisance control

5.2.1. An owner or occupier of a Lot or a guest of an owner or occupier of a Lot must not unreasonably create or permit to be unreasonably created any noise on the Common Property likely to interfere with the peaceful enjoyment of any Lot owner or occupier or any other person entitled to use the Common Property.

5.2.2. Rule 5.2.1 does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. Dispute Resolution

6.1. Grievance Procedure

6.1.1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, an occupier of a Lot, the Manager or the Owners Corporation.

6.1.2. A party making a complaint to the Owners Corporation pursuant to Section 152(1) of the Act must prepare a written statement in the approved form, and provide it to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, and all other parties involved in the dispute. If the person making the complaint ("complainant") does not have the address of any party involved, that person may request that the Owners Corporation or grievance committee provide a copy to that party, and if the Owners Corporation or grievance committee has the address of that party, they shall do so within 7 days.

6.1.3. The complainant may request, at the time of making the complaint, that the respondent attend a meeting with the complainant and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

6.1.4. The person about whom a complaint is made ("respondent") may respond in writing to the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee within 14 days of the date on which the respondent receives the written complaint.

6.1.5. The respondent may request, at the time of making the complaint, that the complainant attend a meeting with the respondent and the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee.

- 6.1.6. If either the complainant or the respondent requests a meeting as referred to above, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee must invite each of the parties to attend a meeting to discuss the dispute, in good faith with a view to resolving the dispute. The grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee may call such a meeting even if neither the complainant nor the respondent has requested one.
- 6.1.7. If the respondent does not respond within the time frame referred to at 6.1.4, then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they have, in accordance with the Act.
- 6.1.8. If the grievance committee, or the Owners Corporation if there is no grievance committee, determines not to hold a meeting (in the absence of a request from either party) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.9. If any party refuses to attend a meeting as arranged under rule 6.1.6 or does not attend such meeting (having been given reasonable notice) then the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, may determine what action to take upon the information which they are given, in accordance with the Act.
- 6.1.10. A party to the dispute may appoint a person to assist them at any meeting organised pursuant to 6.1.6.
- 6.1.11. If the dispute is not resolved within a reasonable period of time, the grievance committee of the Owners Corporation, or the Owners Corporation if there is no grievance committee, must notify each party of his or her right to take further action under Part 10 of the Act.
- 6.1.12. The process outlined in this rule 6 is separate from and does not limit any further action under Part 10 of the Act.

7. Design Construction and Landscaping

7.1. Building Works

- 7.1.1. An owner or occupier of a Lot must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the owner or occupier:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the owner 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





- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the building and do not endanger the Common Property and are compatible with the overall services to the building, the Common Property and other Lots; and
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
- (d) pays such reasonable costs to the Owners Corporation;
- (e) has obtained all requisite permits, approvals and consents under all relevant laws and copies have been given to the Owners Corporation.

7.1.2. Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.

7.1.3. An owner 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.

7.1.4. An owner or occupier of a Lot must ensure that the owner or occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.

7.1.5. Before any of the owner or occupier's works commence the owner or occupier must:

- (a) cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

7.1.6. Access shall not be available to other Lots or Common Property 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 Owners Corporation in the case of Common Property.



7.1.7. An owner or occupier of a Lot shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

8. Commercial Lots

8.1. Grease Trap

- 8.1.1. An owner or occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in the registered rules of the Owners Corporation.
- 8.1.2. Before connecting to or installing a Grease Trap an owner or occupier must: -
- 8.1.2.1. Provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specifications.
 - 8.1.2.2. Obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the Grease Trap and the way in which and by whom, the connection to the Greaser Trap and the Grease Trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
 - 8.1.2.3. Enter into all necessary arrangements and contracts for cleaning and pump out in Compliance with the requirements of the relevant Water Authority and Council.
 - 8.1.2.4. Ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.
- 8.1.3. After connection the owner or occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 8.1.4. In using a grease trap an owner or occupier must: -
- 8.1.4.1. Comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
 - 8.1.4.2. Only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 8.1.5. An owner or occupier of a lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it; -
- 8.1.5.1. Properly and adequately maintained in a state of good and serviceable repair.
 - 8.1.5.2. Adequately clean and free of vermin.
 - 8.1.5.3. Regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, The Water Authority, the Local Council Authority and any other Government or Regulatory Authority.

8.1.6. An owner or occupier of a lot served by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.

8.1.7. The Owners Corporation by its servants and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to an owner or occupier to inspect such areas or for any other purpose permitted under the registered rules.

8.2. Advertising Signage

8.2.1. An owner or occupier of a commercial lot shall be permitted exclusive use of any & all windows abutting the respective commercial premises for the purpose of advertising signage.

8.2.2. An owner or occupier of a commercial lot shall be permitted exclusive use of any allocated light boxes and designated signage areas for the respective commercial premises for the purpose of advertising signage.

8.2.3. Should the areas described in 7.4.1 & 7.4.2 fall within common property, then the respective commercial lot owner or occupier shall be deemed responsible for the upkeep, repair & ongoing maintenance of that area.

8.3. Commercial Fit Out

8.3.1. An owner or occupier of a commercial lot shall be permitted to make any & all necessary penetrations through common property to enable the use of any commercial lot.

8.3.2. Such penetrations include but not be limited to any use of common property for; vents, exhaust systems, cabling penetrations, power supply, and ductwork.

8.3.3. Rules under item 7.5 shall override all other contradicting obligations found within the registered rules of the Owners Corporation.

8.4. Use of Common Facilities

8.4.1. An owner or occupier of a commercial lot is not permitted, and is not to permit their guest and invitees, to access any common property above level 2 carpark.

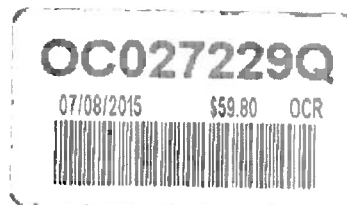
9. Special Rules for the Developer ("Developer" herein means the owner and/or builder of the development, or any agent appointed by the owner and/or builder of the development)

9.1. Up until the sale and settlement of the last lot owned by the Developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements of the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot owned by the Developer and without limitation the Developer may:

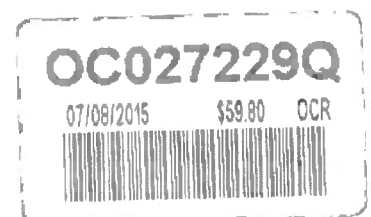
9.1.1. Use any Lot owned by the Developer as a display Lot to assist in the marketing sale and/or leasing of other Lots;

9.1.2. Place anywhere on a Lot owned by the Developer or on the Common Property signs and other materials relating to the sale or leasing of Lots;

9.1.3. Conduct in a Lot owned by the Developer or anywhere on the Common Property an auction sale or leasing of a Lot;



- 9.1.4. Use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots owned by the Developer;
- 9.1.5. Use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- 9.1.6. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- 9.1.7. Take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- 9.1.8. Exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- 9.1.9. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- 9.1.10. Assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.



Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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