

DATED

2025

**VENDOR: VLADIMIR GUREVICH**

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**CONTRACT OF SALE OF LAND**

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**PROPERTY: UNIT 315 218 BAY ROAD SANDRINGHAM VIC 3191**



**RET CONVEYANCING PTY LTD**

262 St Kilda Rd  
St Kilda Vic 3182  
Tel: 03 9534 3422  
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**WARNING TO ESTATE AGENTS**  
**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES**  
**UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

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

..... on ..... / ..... /2025

**Print name(s) of person(s) signing:**

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

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

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

..... on ..... / ..... /2025

**Print name(s) of person(s) signing:** **VLADIMIR GUREVICH**

State nature of authority, if applicable:

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

In2Property

Email: [ilana@invest2day.com.au](mailto:ilana@invest2day.com.au)

Tel:

Mob:

Fax:

Ref:

#### Vendor

VLADIMIR GUREVICH

#### Vendor's legal practitioner or conveyancer

##### RET Conveyancing Pty Ltd

262 St Kilda Rd, St Kilda VIC 3182  
PO Box 383, Elsternwick VIC 3185

Email: [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Tel: 03 9534 3422

Mob:

Fax: 03 9534 3444

Ref: GK:IS

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

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

The land is described in the table below –

Certificate of Title reference			being lot	on plan
Volume	Folio	822	315	706194Y

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **UNIT 315 218 BAY ROAD SANDRINGHAM VIC 3191**

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

Blinds, light fittings & fixed floor coverings as inspected.

**Payment**

Price \$

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

Balance \$ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)

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

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

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by

**notice Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

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

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

## 1. AUCTION

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation, which modify or replace those rules.

### **Auctioneer Statements At Public Auctions:**

(i) Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2005 and any additional conditions that were made available for inspection before the start of the auction.

- (ii) The auction rules permit the making of bids on behalf of the vendor.
- (iii) The law prohibits the making of vendor bids other than by me as the auctioneer.
- (iv) During the auction I will say "VENDOR BID" when I make bids on the vendor's behalf.
- (v) I will indicate bidders on request.
- (vi) The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
- (vii) The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
- (viii) The law provides for substantial penalties for any person who engages in prohibited conduct.

## 2. IDENTITY

The Purchaser hereby admits the identity of the Property as identical with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend Title or to bear or to contribute to the expense of any amendment of Title.

## 3. RESTRICTIONS AND ENCUMBRANCES

The Property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) listed in Item (1) of the Schedule.

## 4. SUBJECT TO CONDITIONS OF PLANNING PERMITS

The Purchaser accepts the Property subject to any existing planning restrictions affecting the Property pursuant to the provisions of:

- (a) any act, environment planning instrument or deemed environmental planning instrument; or
- (b) any resolution of any council made or hereafter made under the Local Government Act, Planning and Environment Act, Town & Country Planning Act or the Environment Protection Act; and
- (c) in particular any planning permits annexed hereto.

The Purchaser takes title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or re-zoning of the Property or any part(s) thereof or any area within which the Property or any part(s) thereof is or are situated pursuant to any of the provisions in (a) to (c) above.

## 5. CONDITION OF PROPERTY

The Purchaser acknowledges that:

- (a) any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- (b) the Purchaser has purchased the Property as a result of the Purchaser's own inspection and inquiries and accepts it in its present condition and state of repair and subject to all faults and defects both latent or patent at the day of sale and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters (including but not limited to title to the Property, the suitability of the Property for any particular use or the condition of the Property).

## **6. ACKNOWLEDGMENTS**

The Purchaser acknowledges that prior to the execution of this or any other contract agreement or document whatsoever in relation to the purchase of the Land the Purchaser received from the Vendor or the Vendor's agent:

- (a) the Vendor's Statement signed by the Vendor in accordance with Section 32 of the Sale of Land Act 1962; and
- (b) a copy of this Contract.

(c) That he has inspected the rules of conduct of the auction which have been on display.

## **7. REASONABLE EXPENSES**

- (a) The Purchaser acknowledges that:

- (i) if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
  - (ii) the losses and expenses described in paragraph (b) are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 7(a) of this Contract.

- (b) The Purchaser, in addition to the interest chargeable under this Contract shall pay or reimburse the Vendor on demand for:
  - (i) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement; and
  - (ii) legal costs and expenses as between solicitor and client.

## **8. STAMP DUTY INDEMNITY**

The Purchaser agrees to indemnify and will keep the Vendor indemnified at all times hereafter against all liabilities, claims, proceedings and penalties whatsoever under the Duties Act 2000 relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the Property.

## **9. WARRANTIES EXCLUSION**

It is agreed that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's Agent except such as are made conditions of this Contract.

## **10. GUARANTEE OF COMPANY**

If the within-named Purchaser is a company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a company which is so listed), it agrees that it will at its own cost and within seven (7) days from the Day of Sale, procure and deliver to the Vendor or the Vendor's Solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors or such other persons as the Vendor may at its discretion by prior written agreement with the Purchaser agree to and duly stamped.

A breach of this Special Condition by the Purchaser will entitle the Vendor to rescind this Contract as set out in General condition 28.

## **11. INTEREST PAYABLE ON DEFAULT**

If the Purchaser defaults in payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 15% per annum computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor. General condition 26. does not apply.

## **12. SUBSTITUTION OF NOMINEE**

General Condition 18 shall apply in relation to the right of the Purchaser to nominate a substitute or additional Purchaser.

## **13. JURISDICTION**

This Contract shall be construed and take effect in accordance with and with the rights and obligations of the parties hereto shall be governed by the law of the State of Victoria, which is the proper law of this Contract. The Vendor and the Purchaser hereby irrevocably submit to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie therefrom and the Vendor and the Purchaser agree that any writ of summons or other process shall be served in Australia at the party's address for service under this Contract.

## **14. RESIDENCY STATUS**

The Purchaser warrants that Purchaser is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to purchase the Property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine, costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.

## **15. ENTIRE AGREEMENT**

- (a) The only information, representations and warranties (if any) by the Vendor, the Vendor's agent or the Vendor's solicitor relied

upon by the Purchaser are those expressly contained in this Contract.

(b) This Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations.

**16. SWIMMING POOL**

If the property contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that:

- i. The purchaser must comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and 2018 ("Regulations"); and
- ii. The purchaser must ensure that there is a safety barrier installed and that such Safety Barrier complies with Regulation 5.13 of the Regulations (or any regulation imposed in the future by any regulatory authority which relates to pool safety barriers); and
- iii. The purchaser must register the pool with the local council immediately upon settlement and obtain any relevant Certificate of Compliance as it falls due; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor against any non-compliance of any regulation by the Vendor from the day of sale.

**17. WINDFALL GAINS TAX ("WGT")**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is \$10,000,000.00 or less, then this Special Condition shall apply and in this condition :-

17.1 "WGT Act" means The Windfalls Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021; and

17.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under the Planning and Environment Act, 1987, occurring on or after 1st of July 2023.

17.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

17.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

17.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

17.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

17.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

**18. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

**19. CIPT**

For Commercial or Industrial properties, the Commercial and Industrial Property Tax (CIPT) will apply in the future and the AVPCC number will be shown on the Council Land Information Certificate and/or the State Revenue Clearance Certificate, and the purchaser should make its own enquiries re CIPT.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

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

out that the amount or obligation that is secured is nil at settlement; or

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

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

(a) that -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) any reasonable costs incurred by the vendor as a result of the delay -  
as though the purchaser was in default.

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

  - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

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

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

## 21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 23. ADJUSTMENTS

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

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

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

- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

#### **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;

despite:

  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### **25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the

property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

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

- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- otherwise comply, or ensure compliance, with this general condition;

despite:

- any contrary instructions, other than from both the purchaser and the vendor; and
- any other provision in this contract to the contrary.

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

- settlement is conducted through the electronic lodgement network; and
- the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- so agreed by the vendor in writing; and
- the settlement is not conducted through an electronic lodgement network.

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

- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- decide if an amount is required to be paid or the quantum of it, or
- comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

### 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 29. INSPECTION

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

### 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32. BREACH**

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

### **Default**

#### **33. INTEREST**

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

#### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

#### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

---

VLADIMIR GUREVICH

AND

AND

---

## DEED OF GUARANTEE OF CONTRACT

---

**RET Conveyancing Pty Ltd**

262 St Kilda Rd

St Kilda VIC 3182

262 St Kilda Rd

St Kilda VIC 3182

Email: [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Ref: IS:GUREVICH S/O 315 218 BAY RD SANDRINGHAM

# BETWEEN VLADIMIR GUREVICH

Of

(Vendor)

AND

of

(Purchaser)

AND

of

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

---

**EXECUTED AS A DEED**

**SIGNED SEALED & DELIVERED BY**      )  
**VLADIMIR GUREVICH** in the presence      )  
of:

Signature

Signature of witness

Print name of witness

**SIGNED SEALED & DELIVERED BY**      )  
in the presence of:                              )

Signature

Signature of witness

Print name of witness

**SIGNED SEALED & DELIVERED BY**      )  
in the presence of:                              )

Signature

Signature of witness

Print name of witness

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	315/218 Bay Rd, Sandringham 3191
-------------	----------------------------------

<b>Vendor's name</b>	VLADIMIR GUREVICH	<b>Date</b>
<b>Vendor's signature</b>	/ /	

<b>Purchaser's name</b>	<b>Date</b>
/ /	

<b>Purchaser's signature</b>
------------------------------

<b>Purchaser's name</b>	<b>Date</b>
/ /	

<b>Purchaser's signature</b>
------------------------------

## 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$6,000.00

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

[Redacted] To [Redacted]

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125.3
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

### 4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

### 4.2. Agricultural Chemicals

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

Not Applicable.

### 4.3. Compulsory Acquisition

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

Not Applicable.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

## 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 11535 FOLIO 822

Security no : 124128268468F  
Produced 20/09/2025 06:37 AM

### LAND DESCRIPTION

Lot 315 on Plan of Subdivision 706194Y.  
PARENT TITLE Volume 11255 Folio 241  
Created by instrument PS706194Y 24/11/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
VLADIMIR GUREVICH of UNIT 6/22 SCOTT STREET ELWOOD VIC 3184  
AL651543K 30/01/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW148714U 11/10/2022  
WESTPAC BANKING CORPORATION

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

### DIAGRAM LOCATION

SEE PS706194Y FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 315 218 BAY ROAD SANDRINGHAM VIC 3191

### ADMINISTRATIVE NOTICES

NIL

eCT Control 163200 WESTPAC BANKING CORPORATION  
Effective from 11/10/2022

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS706194Y



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS706194Y</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>20/09/2025 06:37</b>

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<b>PLAN OF SUBDIVISION</b>		LV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 706194Y</b>				
<b>LOCATION OF LAND</b> Parish: MOORABBIN Township: - Section: - Crown Allotment: - Crown Portion: 35 (PART) Title Reference: VOL 11255 FOL 241 Last Plan Reference: LOT 1 ON TP 947425W Postal Address: 218 BAY ROAD, (at time of subdivision) SANDRINGHAM 3191 MGA94 Co-ordinates: E 326 450 Zone: 55 (of approx. centre of land in plan) N 5 797 340		Council Name: CITY OF BAYSIDE					
<b>VESTING OF ROADS AND / OR RESERVES</b> <table border="1"> <tr> <th>IDENTIFIER</th> <th>COUNCIL / BODY / PERSON</th> </tr> <tr> <td>NIL</td> <td>NIL</td> </tr> </table> <b>NOTATIONS</b> THIS IS A SPEAR PLAN. Depth Limitation: DOES NOT APPLY Staging: This is not a staged subdivision. Planning Permit No.		IDENTIFIER	COUNCIL / BODY / PERSON	NIL	NIL	<b>NOTATIONS</b> Lots 4 - 100, 139 - 200 and 242 - 300 have been omitted from this plan. Boundaries shown by continuous thick lines are defined by buildings. Location of boundaries defined by buildings. Interior Face: ALL BOUNDARIES Thick broken lines define projection of boundaries. CP1: DENOTES COMMON PROPERTY No.1 All columns, beams & ducts are contained within Common Property No.1 and are not necessarily shown on this plan. The Common Property No.1 is all the land in this plan except lots 1 - 3, 101 - 138, 201 - 241, 301 - 333 and includes the structure of all walls, floors and ceilings which define boundaries.	
IDENTIFIER	COUNCIL / BODY / PERSON						
NIL	NIL						
<b>OWNERS CORPORATION NOTATION</b> LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES. Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -							
<b>EASEMENT INFORMATION</b> LEGEND: A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)							
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of			
A-1	CARRIAGEWAY	1m	C/E AK591283A	C/T VOL 11255 FOL 241			

Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

REF: 0466

Sheet 1 of 14 sheets

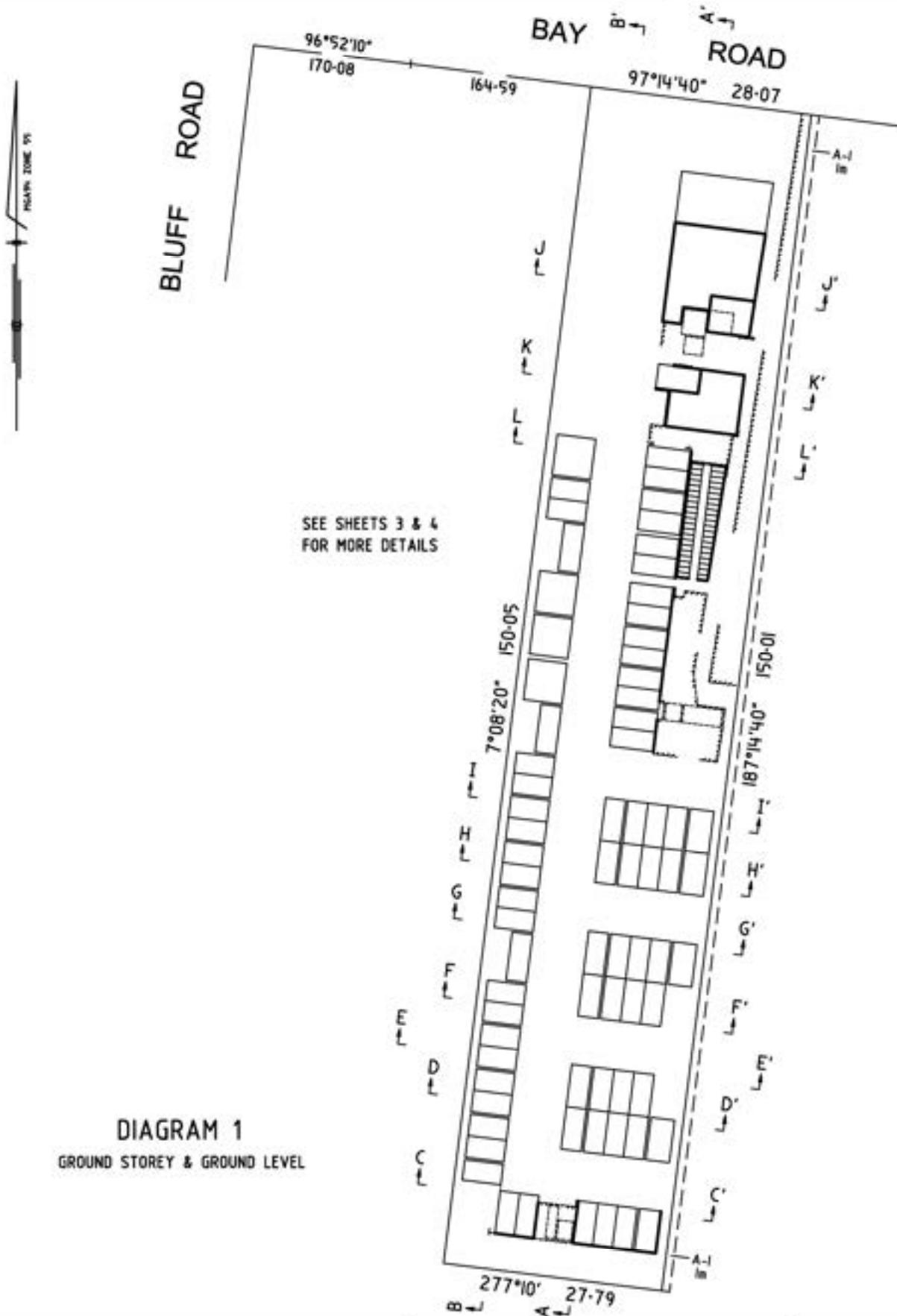
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PLAN REGISTERED:

TIME: 3.26 Pm

DATE: 5/11/2014

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194YNilsson, Noel & Holmes (Surveyors) Pty. Ltd.  
A.C.N. 067 949 615Surveyors, Engineers & Town Planners  
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SHEET 2

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ORIGINAL  
SCALE

5 0 5 10 15 20

CITY OF BAYSIDE

## PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 706194Y**

BAY ROAD  
97°14'40" 28-07

COMMON PROPERTY

No. 1

14

147

10

2 (Pt)

No. 1

**COMMON**  $\frac{7^{\prime}15^{\prime}}{6^{\prime}15^{\prime}}$   $\frac{7^{\prime}15^{\prime}}{7^{\prime}15^{\prime}}$   $\frac{7^{\prime}15^{\prime}}{6^{\prime}15^{\prime}}$   $\frac{7^{\prime}15^{\prime}}{7^{\prime}15^{\prime}}$   $\frac{7^{\prime}15^{\prime}}{6^{\prime}15^{\prime}}$  **PROPERTY**

SEE SHEET 4

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SHEET 3

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ORIGINAL  
SCALE

CITY OF BAYSIDE

— 8 —

**CITY OF BAYSIDE**

DIAGRAM 1

#### GROUND STOREY & GROUND LEVEL

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y

SEE SHEET 3

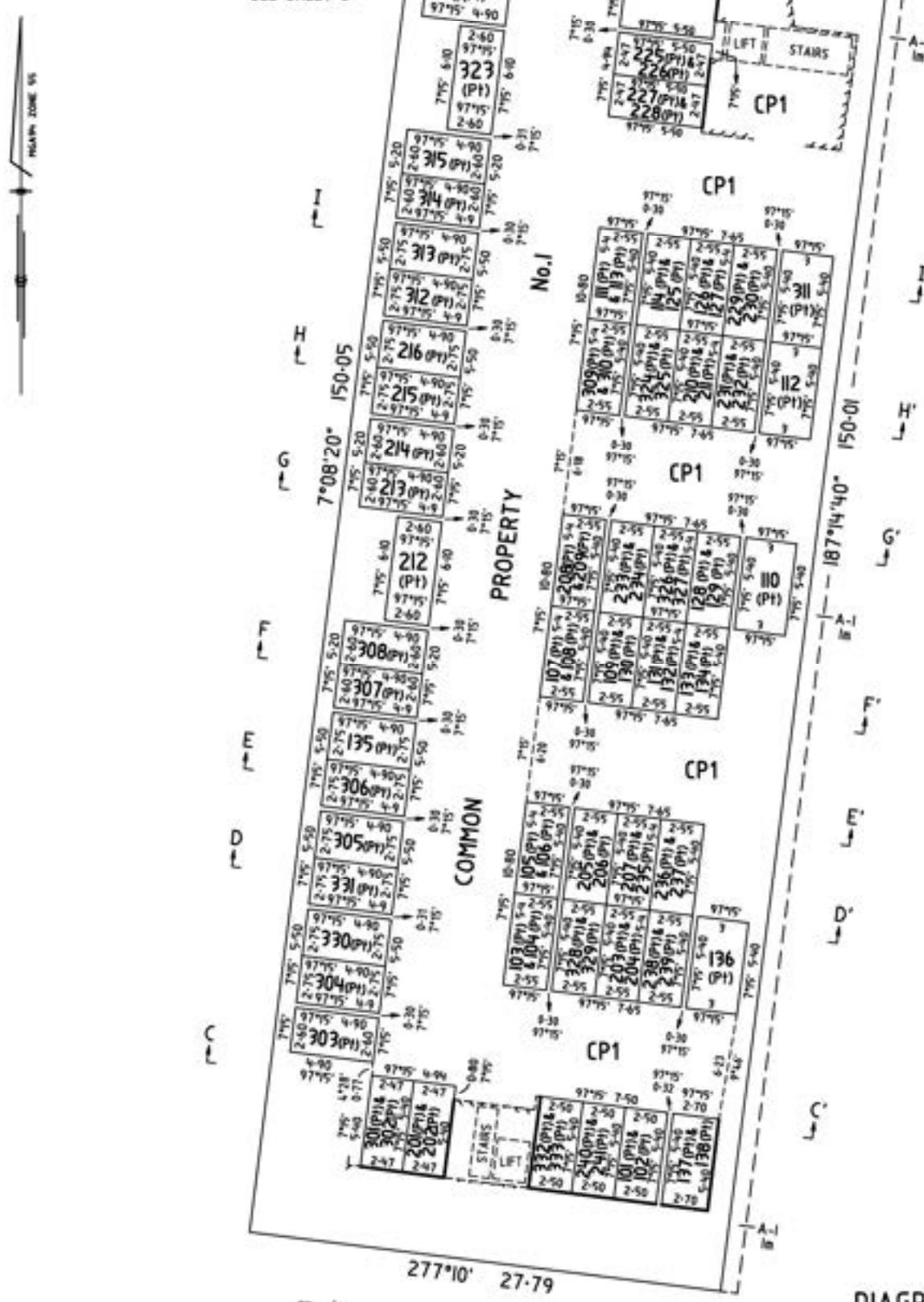


DIAGRAM 1

GROUND STOREY &amp; GROUND LEVEL

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SHEET 4

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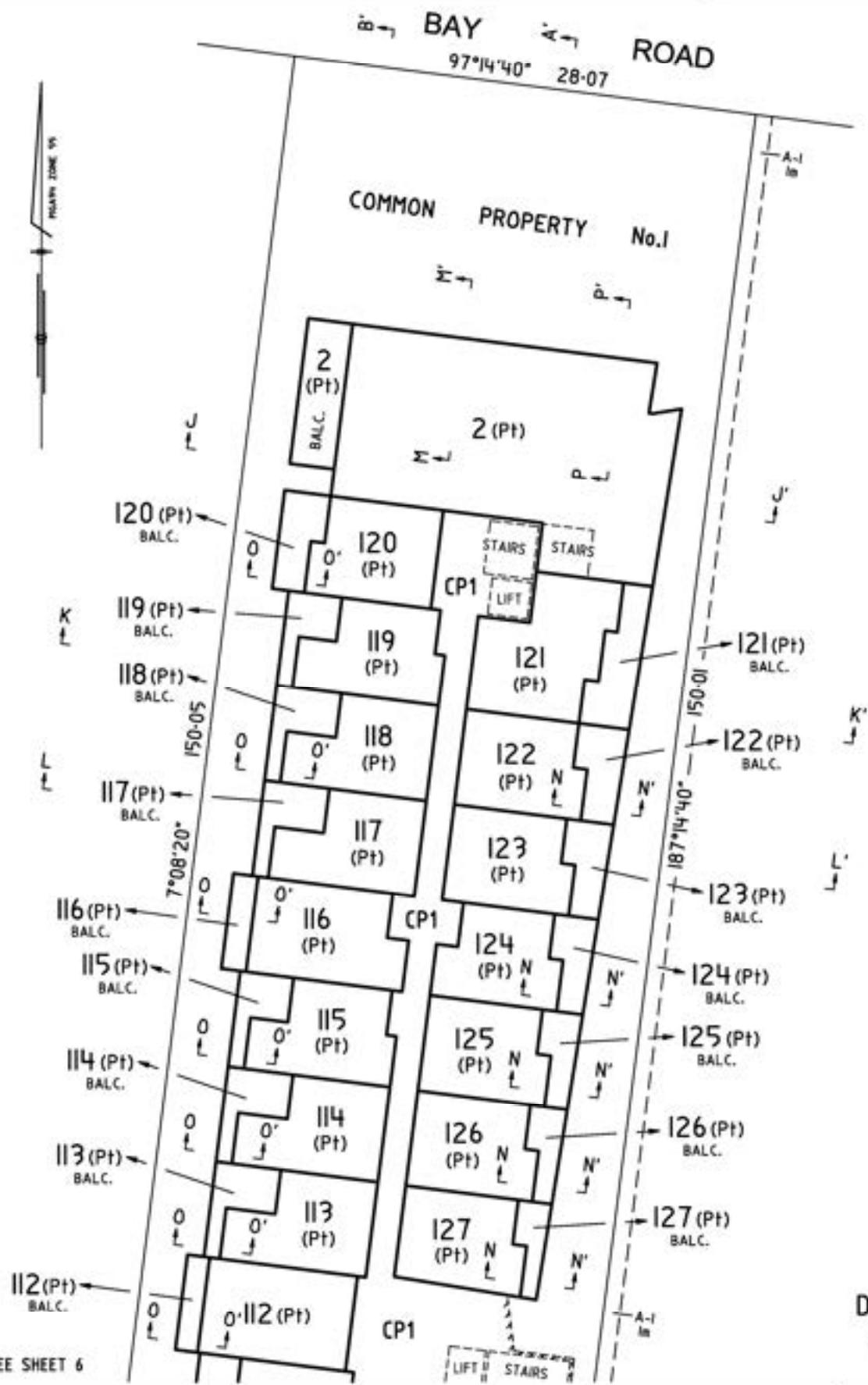
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2.5 0 2.5 5 7.5 10

CITY OF BAYSIDE

## PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 706194Y**



**DIAGRAM 2**  
**FIRST STOREY**

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LICENSED SURVEYOR: STANLEY G. JEFFREYS  
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SHEET 5

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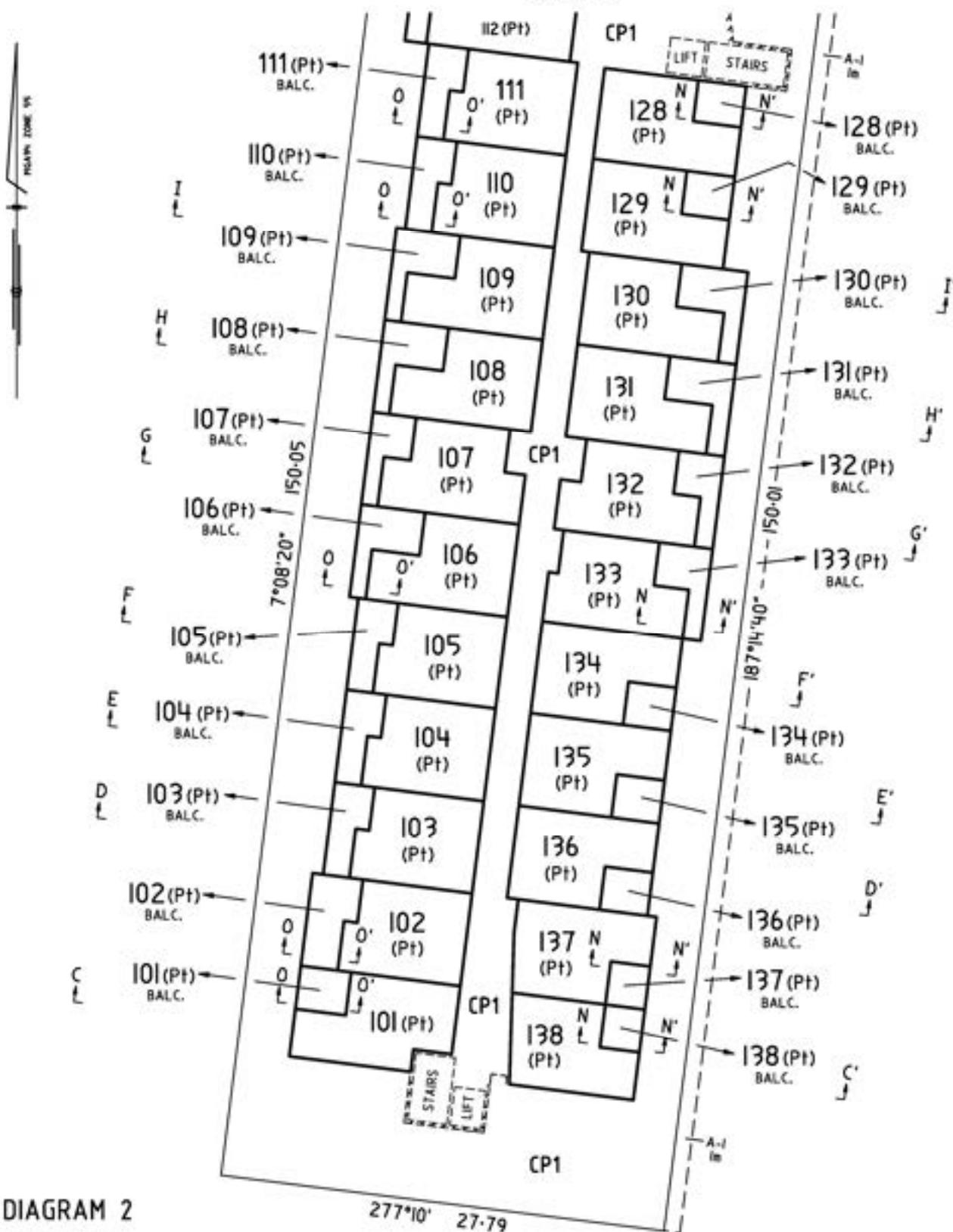
**CITY OF BAYSIDE**



## PLAN OF SUBDIVISION

PLAN NUMBER

SEE SHEET 9



### DIAGRAM 2

**FIRST STOREY**

277°10' 27.79

8

LICENSED  
ORIGINAL  
COPY

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

SHEET 6

Original sheet size A3

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

ACN 067 949 615

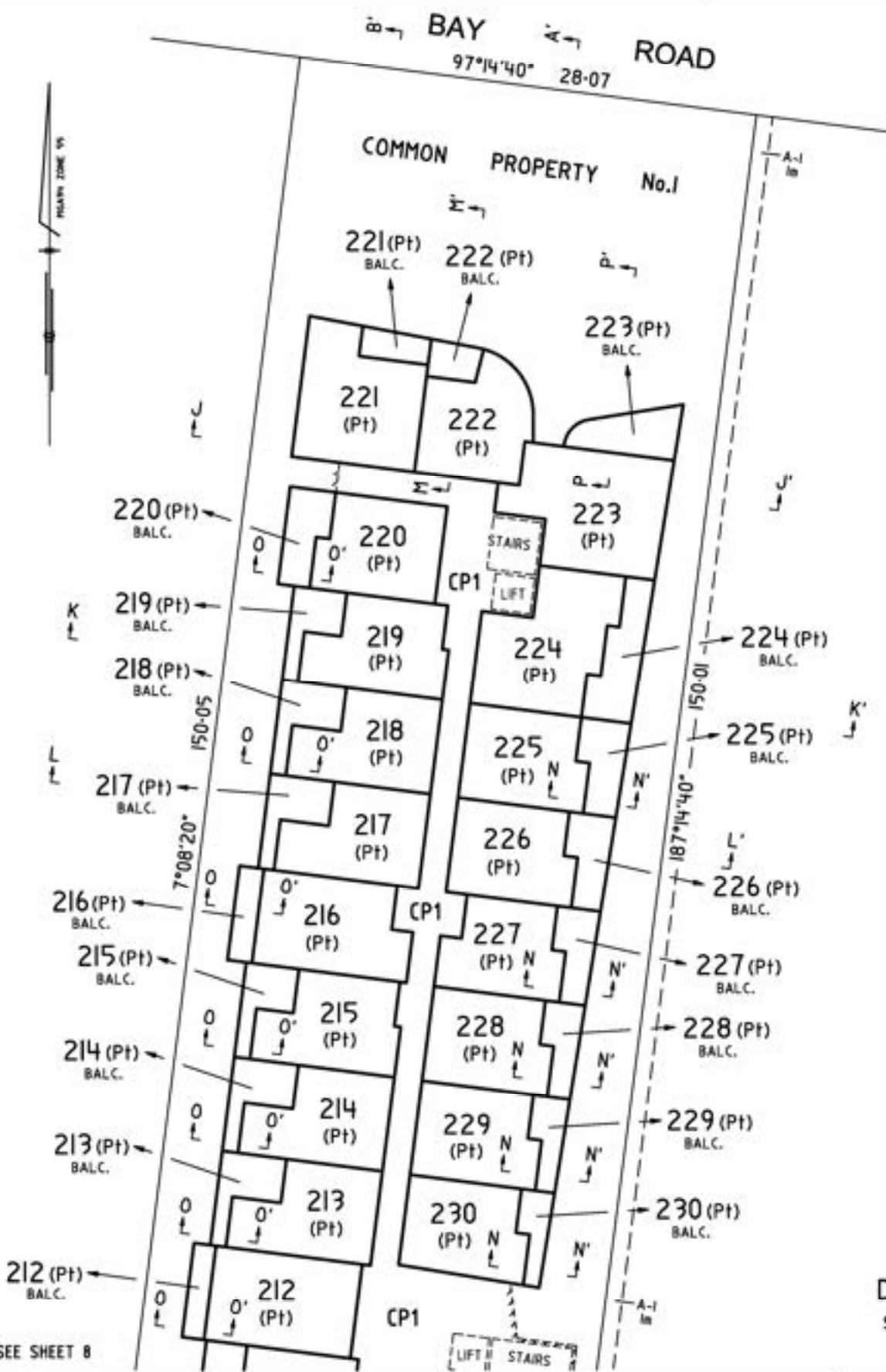
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8A Coddington Street, Cranbourne 3977



**CITY OF BAYSIDE**

## PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 706194Y**



**DIAGRAM 3**  
**SECOND STOREY**

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8A Codrington Street, Cranbourne 3977

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

SHEET 7

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SCALE

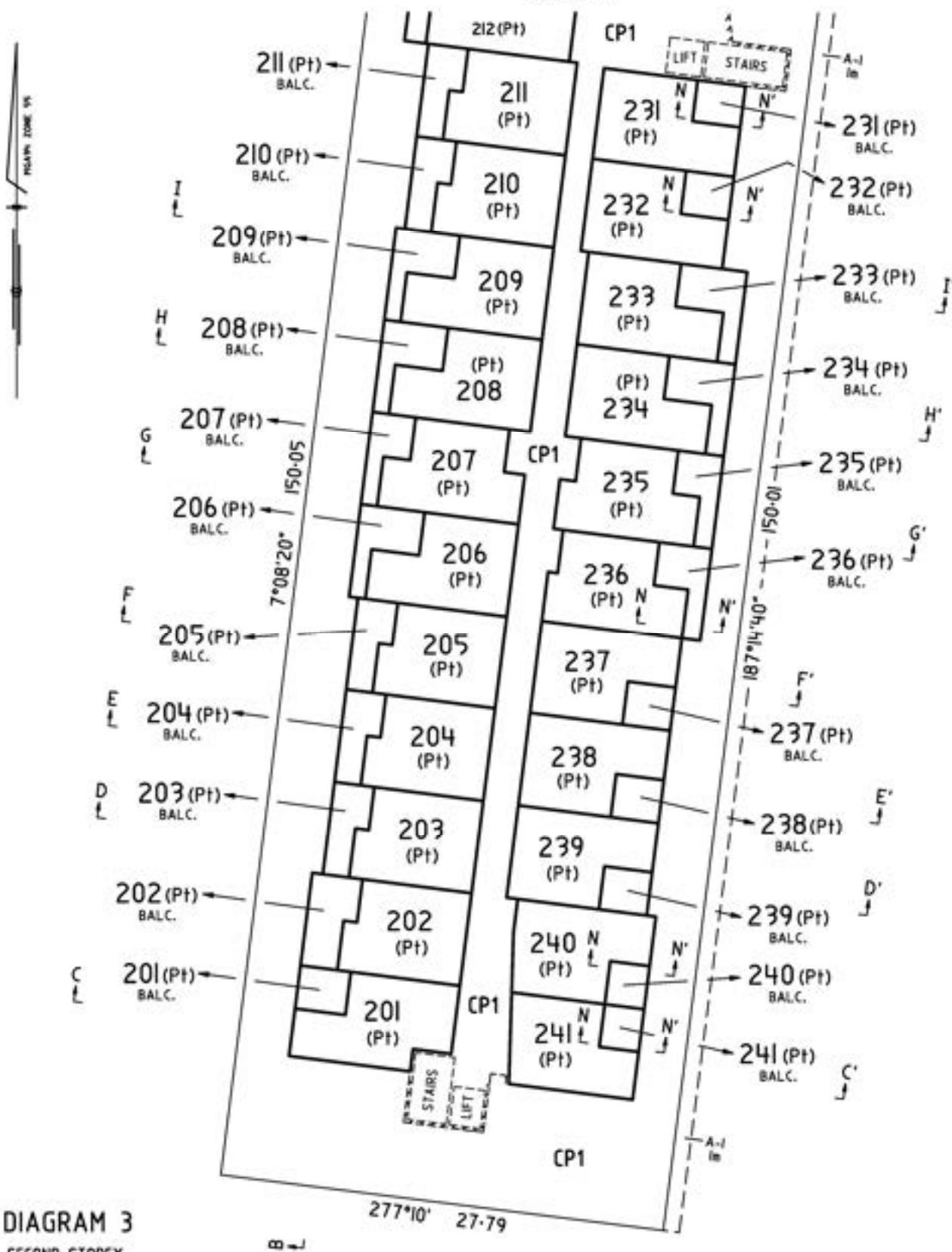
CITY OF BAYSIDE



## PLAN OF SUBDIVISION

PLAN NUMBER

SEE SHEET 7



### DIAGRAM 3

SECOND STOREY

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

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SHEET 8

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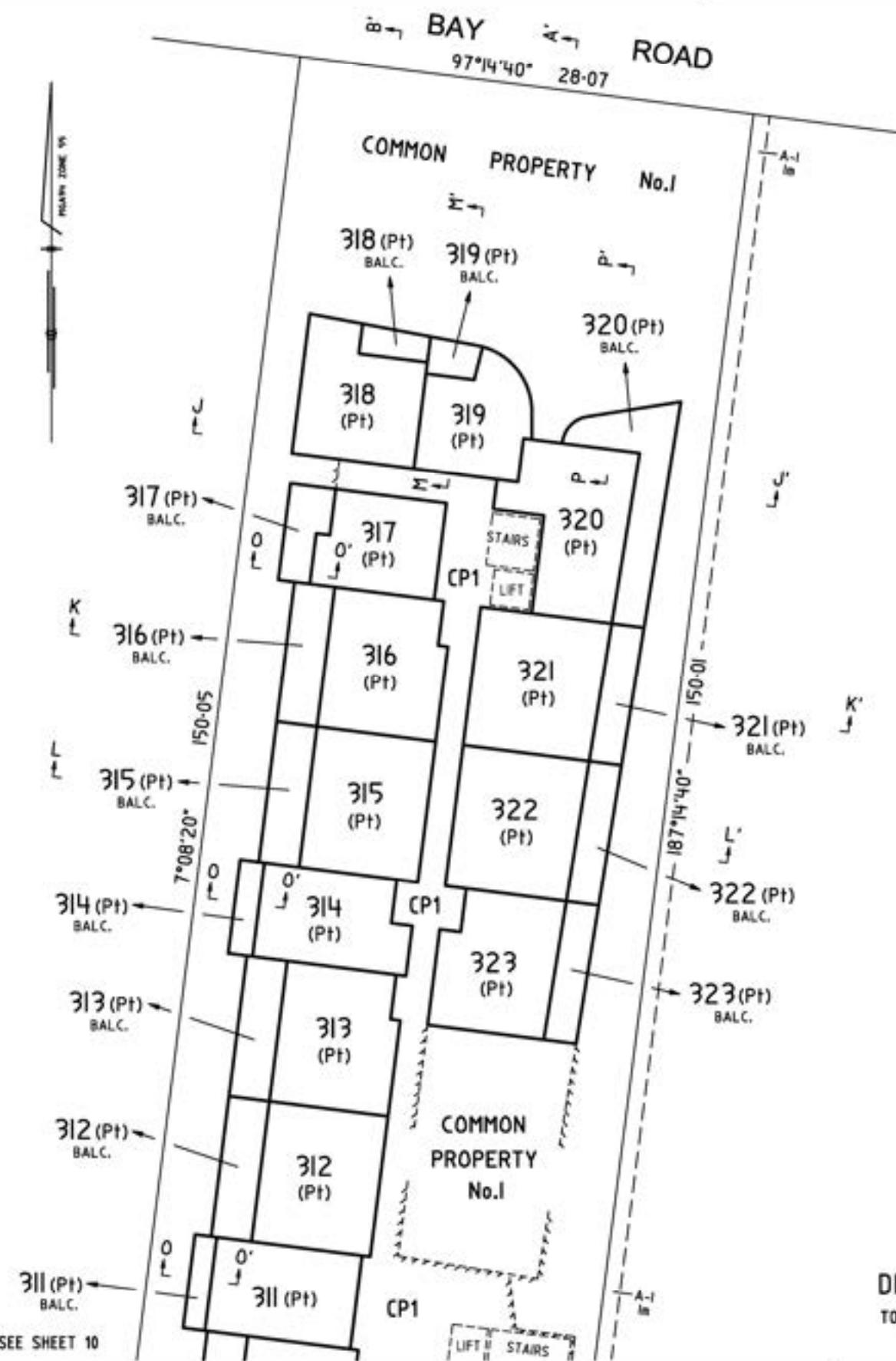
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SCALE

CITY OF BAYSIDE



Surveyors, Engineers & Town Planners  
8A Coddington Street, Cranbourne 3977

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194YDIAGRAM 4  
TOPMOST STOREY

Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners  
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DIGITALLY SIGNED

SHEET 9

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ORIGINAL  
SCALE

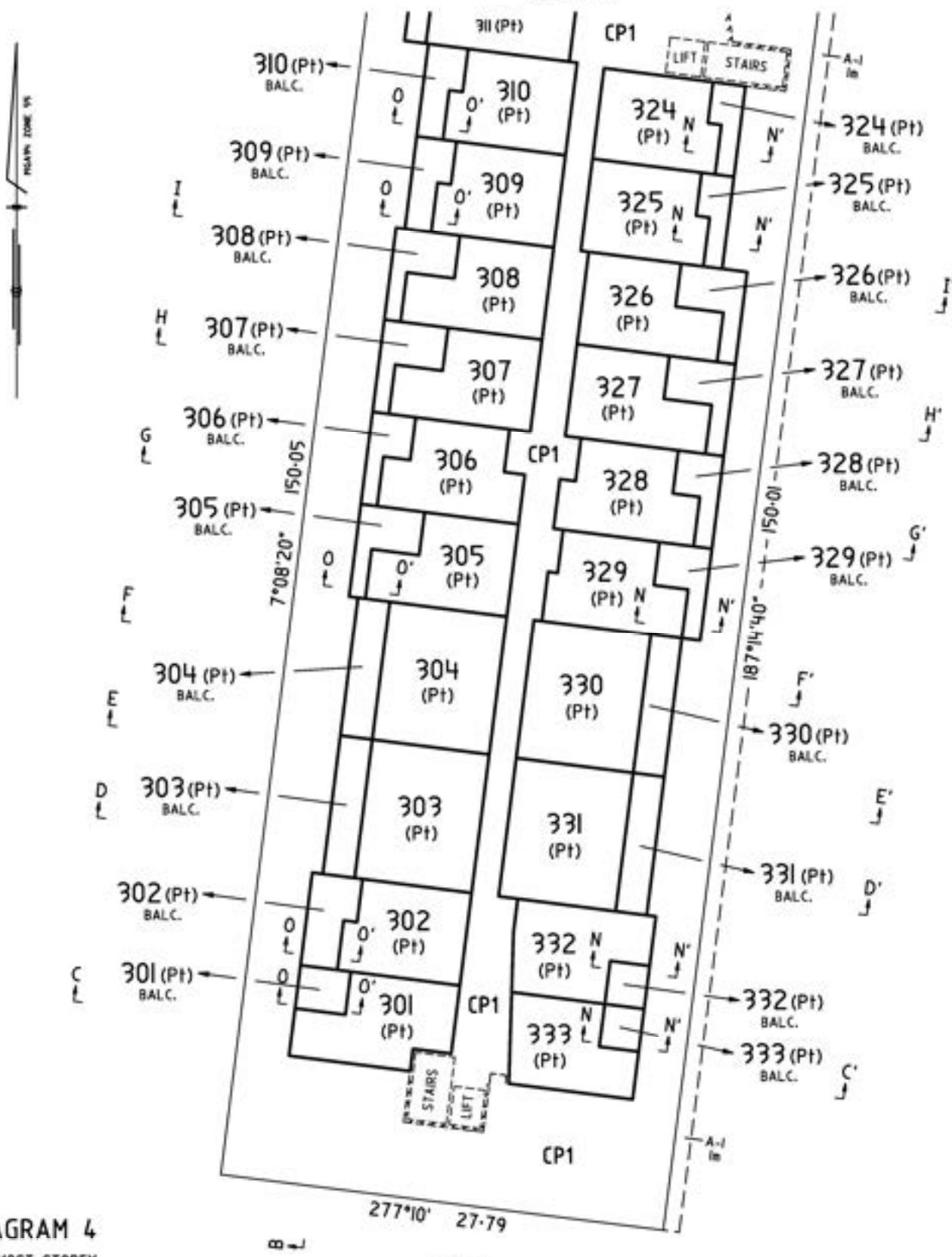
2.5 0 2.5 5 7.5 10

CITY OF BAYSIDE

## PLAN OF SUBDIVISION

PLAN NUMBER

SEE SHEET 9



#### DIAGRAM 4

### TOPMOST STOREY

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners  
8A Coddington Street, Croydon, S. W. 3. 3977

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

SHELL 10

Original sheet size A3

ORIGINAL  
SCALE

**CITY OF BAYSIDE**

PLAN OF SUBDIVISION  
PS 706194Y

PLAN NUMBER  
**PS 7061**

PROPERTY  
SECTION A-A'  
NOT TO SCALE

PROJECTION OF  
SECTION A-A'

PROJECTION OF  
No. 1

No. 1

PROPERTIES OF THE  
UPPER SURFACE OF  
CONCRETE SLAB (TYPE A)

NUMBER 888

PROPERTY  
SECTION B  
NOT TO SCALE

PROPERTY  
SECTION 8  
NOT TO SCALE

13

No. 1

PROPERTY  
SECTION B-B'  
NOT TO SCALE

BAY ROAD

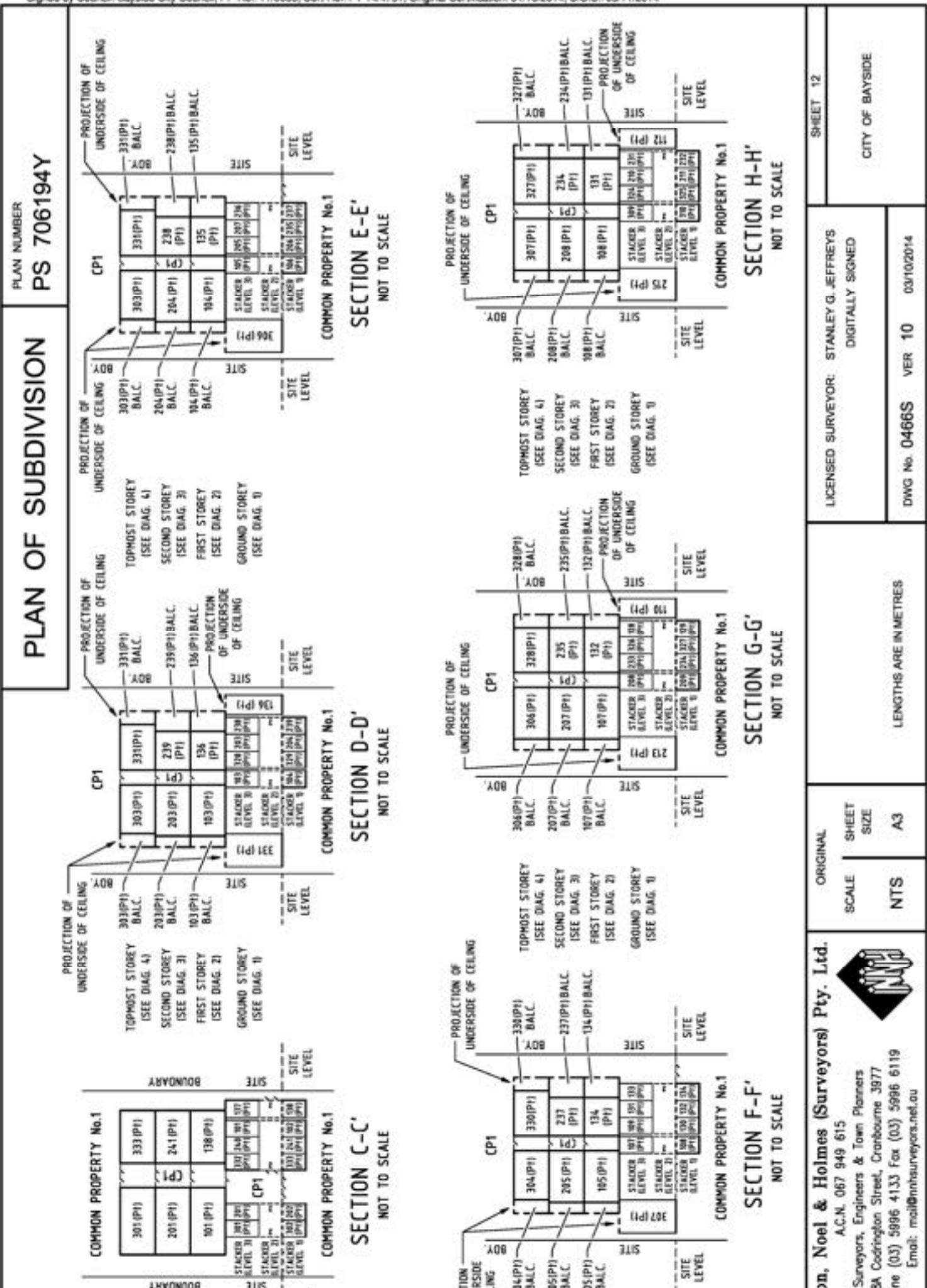
1

**Noel & Holmes (Surveyors) Pty. Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners  
 8A Codrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119  
 Email: [mail@nhsurveyors.net.au](mailto:mail@nhsurveyors.net.au)

LICENSED SURVEYOR: STANLEY Q. JEFFREYS  
DIGITALLY SIGNED

CITY OF BAYSIDE

Surveyors, Engineers & Town Planners  
BA Codrington Street, Cranbourne  
Phone (03) 5996 4133 Fax (03) 59  
Email: [mail@nintyoursurveyors.net.au](mailto:mail@nintyoursurveyors.net.au)



Noel & Holmes (Surveyors) Pty. Ltd.  
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Email: mail@nhsurveyors.net.au





**Plan of Subdivision PS706194Y**  
**Certification of plan by Council (Form 2)**

**SUBDIVISION (PROCEDURES) REGULATIONS 2011**

SPEAR Reference Number: S053151A

Plan Number: PS706194Y

Responsible Authority Name: Bayside City Council

Responsible Authority Permit Ref. No.: 11/0033

Responsible Authority Certification Ref. No.: PT 14/4751

Surveyor's Plan Version: 10

**Certification**

This plan is certified under section 6 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: Connor Perrott

Organisation: Bayside City Council

Date: 31/10/2014



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 20/09/2025 06:37:21 AM

OWNERS CORPORATION 1  
PLAN NO. PS706194Y

The land in PS706194Y is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Property 1, Lots 1 - 3, 101 - 138, 201 - 241, 301 - 333.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

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

AV413038S 17/03/2022

**Owners Corporation Manager:**

NIL

**Rules:**

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

**Owners Corporation Rules:**

1. AL531644Y 03/12/2014

**Additional Owners Corporation Information:**

OC024161Q 24/11/2014

**Notations:**

NIL

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	60	7
Lot 2	65	7
Lot 3	35	6
Lot 101	40	40
Lot 102	36	36
Lot 103	36	36



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 20/09/2025 06:37:21 AM

OWNERS CORPORATION 1  
PLAN NO. PS706194Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	36	36
Lot 105	36	36
Lot 106	36	36
Lot 107	36	36
Lot 108	36	36
Lot 109	36	36
Lot 110	36	36
Lot 111	36	36
Lot 112	43	43
Lot 113	36	36
Lot 114	36	36
Lot 115	36	36
Lot 116	43	43
Lot 117	36	36
Lot 118	36	36
Lot 119	36	36
Lot 120	36	36
Lot 121	48	48
Lot 122	36	36
Lot 123	36	36
Lot 124	35	35
Lot 125	36	36
Lot 126	36	36
Lot 127	36	36
Lot 128	36	36
Lot 129	36	36
Lot 130	36	36
Lot 131	36	36
Lot 132	36	36



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 20/09/2025 06:37:21 AM

OWNERS CORPORATION 1  
PLAN NO. PS706194Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 133	36	36
Lot 134	36	36
Lot 135	36	36
Lot 136	36	36
Lot 137	36	36
Lot 138	35	35
Lot 201	40	40
Lot 202	37	37
Lot 203	37	37
Lot 204	37	37
Lot 205	37	37
Lot 206	37	37
Lot 207	37	37
Lot 208	37	37
Lot 209	37	37
Lot 210	37	37
Lot 211	37	37
Lot 212	43	43
Lot 213	37	37
Lot 214	37	37
Lot 215	37	37
Lot 216	43	43
Lot 217	37	37
Lot 218	37	37
Lot 219	37	37
Lot 220	37	37
Lot 221	51	51
Lot 222	37	37
Lot 223	53	53



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 20/09/2025 06:37:21 AM

OWNERS CORPORATION 1  
PLAN NO. PS706194Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 224	49	49
Lot 225	37	37
Lot 226	37	37
Lot 227	37	37
Lot 228	37	37
Lot 229	37	37
Lot 230	37	37
Lot 231	37	37
Lot 232	37	37
Lot 233	37	37
Lot 234	37	37
Lot 235	37	37
Lot 236	37	37
Lot 237	37	37
Lot 238	37	37
Lot 239	37	37
Lot 240	37	37
Lot 241	36	36
Lot 301	41	41
Lot 302	37	37
Lot 303	51	51
Lot 304	51	51
Lot 305	37	37
Lot 306	37	37
Lot 307	37	37
Lot 308	37	37
Lot 309	37	37
Lot 310	37	37
Lot 311	44	44



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 20/09/2025 06:37:21 AM

OWNERS CORPORATION 1  
PLAN NO. PS706194Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 312	51	51
Lot 313	51	51
Lot 314	44	44
Lot 315	51	51
Lot 316	51	51
Lot 317	37	37
Lot 318	52	52
Lot 319	38	38
Lot 320	55	55
Lot 321	54	54
Lot 322	53	53
Lot 323	51	51
Lot 324	37	37
Lot 325	37	37
Lot 326	37	37
Lot 327	37	37
Lot 328	37	37
Lot 329	37	37
Lot 330	51	51
Lot 331	51	51
Lot 332	37	37
Lot 333	36	36
<b>Total</b>	<b>4560.00</b>	<b>4420.00</b>

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.

# Property Clearance Certificate

## Land Tax



RET CONVEYANCING

Your Reference:	LD:78169291-015-9.GUREVIC
Certificate No:	93331581
Issue Date:	20 SEP 2025
Enquiries:	ESYSPROD

**Land Address:** UNIT 315, 218 BAY ROAD SANDRINGHAM VIC 3191

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41743203	315	706194	11535	822	\$0.00

**Vendor:** VLADIMIR GUREVCIH

**Purchaser:** TBC TBC

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR VLADIMIR NATOLIVICH GUREVICH	2025	\$110,000	\$739.66	\$0.00

**Comments:** Land Tax of \$739.66 has been assessed for 2025, an amount of \$739.66 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$450,000
SITE VALUE (SV):	\$110,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

**Certificate No:** 93331581

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$110,000

Calculated as \$975 plus ( \$110,000 - \$100,000) multiplied by 0.000 cents.

### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,500.00

Taxable Value = \$450,000

Calculated as \$450,000 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**



Biller Code: 5249

Ref: 93331581

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

**CARD**



Ref: 93331581

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

# Property Clearance Certificate

## Commercial and Industrial Property Tax



RET CONVEYANCING

Your Reference:	LD:78169291-015-9.GUREVICH
Certificate No:	93331581
Issue Date:	20 SEP 2025
Enquires:	ESYSPROD

**Land Address:** UNIT 315, 218 BAY ROAD SANDRINGHAM VIC 3191

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41743203	315	706194	11535	822	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$110,000
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 93331581

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



RET CONVEYANCING

**Your Reference:** LD:78169291-015-9.GUREVICH

**Certificate No:** 93331581

**Issue Date:** 20 SEP 2025

**Land Address:** UNIT 315, 218 BAY ROAD SANDRINGHAM VIC 3191

Lot	Plan	Volume	Folio
315	706194	11535	822

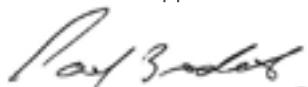
**Vendor:** VLADIMIR GUREVCIH

**Purchaser:** TBC TBC

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 93331581

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

**BPAY**



Biller Code: 416073  
Ref: 93331585

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

**CARD**



Ref: 93331585

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# Valuation and Rate Notice

1 July 2024 - 30 June 2025

Printed 01 July 2024 Issued 12 August 2024



## CONTACT US

Online [bayside.vic.gov.au](http://bayside.vic.gov.au)

Payments 1300 725 338

Call 9599 4444

TTY 133 677

76 Royal Ave, Sandringham

Change your mailing address  
or register for emailed rate notices

[bayside.vic.gov.au/rates](http://bayside.vic.gov.au/rates)

ABN 65 486 719 651



Mr V A Gurevich  
Unit 6  
22 Scott Street  
ELWOOD VIC 3184

1934.52

paid  
18/8/2024  
5/2

### Assessment number

913386

### Overdue

Payable immediately

\$0.00

### Property address

Unit 315 Level 3 218 Bay Road SANDRINGHAM VIC 3191

10% interest see reverse

908.38

### Balance brought forward

Balance Brought Forward \$0.00

In full  
Due 15/02/2025

\$901.58

or

### Council rates and charges

Rates and charges	\$730.43
Less Pensioner Concession	\$0.00
Subtotal	\$730.43

Prompt Payment  
Due 31/08/2024

\$885.51

or

### Victorian Fire Services Levy

Amount	\$171.15
Less Pensioner Concession	\$0.00
Subtotal	\$171.15

Instalment 1  
Due 30/09/2024

\$226.58

Instalment 2  
Due 30/11/2024

\$225.00

Instalment 3  
Due 28/02/2025

\$225.00

Instalment 4  
Due 31/05/2025

\$225.00

**Total due** **\$901.58**

### Please deduct payments made since 30 June 2024

Assessment number: 913386 Ratepayer's name: Mr V A Gurevich

Property address: Unit 315 Level 3 218 Bay Road SANDRINGHAM VIC 3191

### How to pay

0.755% merchant fee for Visa/Mastercard and 0.62% for AMEX,  
except BPAY as fees are not applied.



3520 1 9133869



Scan the QR Code  
to pay your rates  
via direct debit:



#### Online

Pay by Mastercard, Visa,  
AMEX or register for  
Direct Debit with your  
bank account or card at  
[bayside.vic.gov.au/  
rates](http://bayside.vic.gov.au/rates)

Assessment no.



#### BPAY

Use BPAY to pay from  
cheque, savings or credit  
card account. Go online  
or use phone banking

Biller code 7872  
Ref 00913386



#### Call

Pay by Mastercard,  
Visa or AMEX on  
1300 725 338

Assessment no.  
00913386

For amounts  
over \$1000



#### In person

At any Post Office or  
Bayside City Council, 76  
Royal Avenue, Sandringham  
or post this section to  
PO Box 27 Sandringham  
VIC 3191 with your cheque  
payable to Bayside City  
Council



706140-001 006475(13165) R H1H2

VLADIMIRA GUREVICH  
U 6 22 SCOTT ST  
ELWOOD VIC 3184

Payments (Visa/MasterCard) & account balances:  
southeastwater.com.au or call 1300 659 658

Account enquiries:

southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm

Faults and emergencies (24/7):  
live.southeastwater.com.au or call 132 812

Interpreter service:

For all languages 9209 0130

TTY users 133 677 (ask for 131 851)

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

## Your account breakdown

Issue date	13 August 2025
Property	Unit 315 218 Bay Road SANDRINGHAM VIC 3191
Property reference	36C//08159/00829
Last bill	\$172.90
Payment received	\$172.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$122.38
Other authorities' charges (no GST)	\$53.70
<b>Total due</b>	<b>\$176.05</b>

### Bill note:

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

We're moving to Westpac for all direct debit and credit card payments from September 2025. Your direct debit will be processed as normal. View details and T&Cs at [southeastwater.com.au/dd](http://southeastwater.com.au/dd)

Account number: 259989

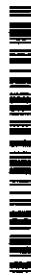
Direct debit date: 01 September 20

Current charges Total due  
+\$176.05 \$176.

## Your snapshot

Average daily cost \$1.

## Payment options



### DD Direct debit

Set up payments at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill)



### BPAY\* (Up to \$20,000)

Biller code: 24208 Ref: 1002 5998 9900 003



### Credit card

Pay by Visa or MasterCard at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill) or call 1300 659 658.

### EFT (Electronic Funds Transfer)

BSB: 033-874 Account number: 25998990  
Account name: South East Water Corporation



Post Billpay  
BillpayCode: 0361 Ref: 1002 5998 9900 003  
Call 131 816 Visit: [postbillpay.com.au](http://postbillpay.com.au)

Or visit an Australia Post store.



Centrepay  
Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information.  
Reference number: 555 050 397J

Total due:

\$176.0

Account number:

2599899

Date paid:

Receipt number:

Property ref: 36C/08159/00829  
UNIT 315 218 BAY ROAD  
SANDRINGHAM VIC 3191



\*36110025998990003

PN36C

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1180552

## APPLICANT'S NAME & ADDRESS

RET CONVEYANCING C/- LANDATA  
DOCKLANDS

## VENDOR

GUREVCIH, VLADIMIR

## PURCHASER

TBC, TBC

## REFERENCE

GUREVICH

This certificate is issued for:

LOT 315 PLAN PS706194 ALSO KNOWN AS 315/218 BAY ROAD SANDRINGHAM  
BAYSIDE CITY

The land is covered by the:

BAYSIDE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a MIXED USE ZONE
- is within a SPECIAL BUILDING OVERLAY
- and a ENVIRONMENTAL AUDIT OVERLAY
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/bayside>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.  
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

20 September 2025

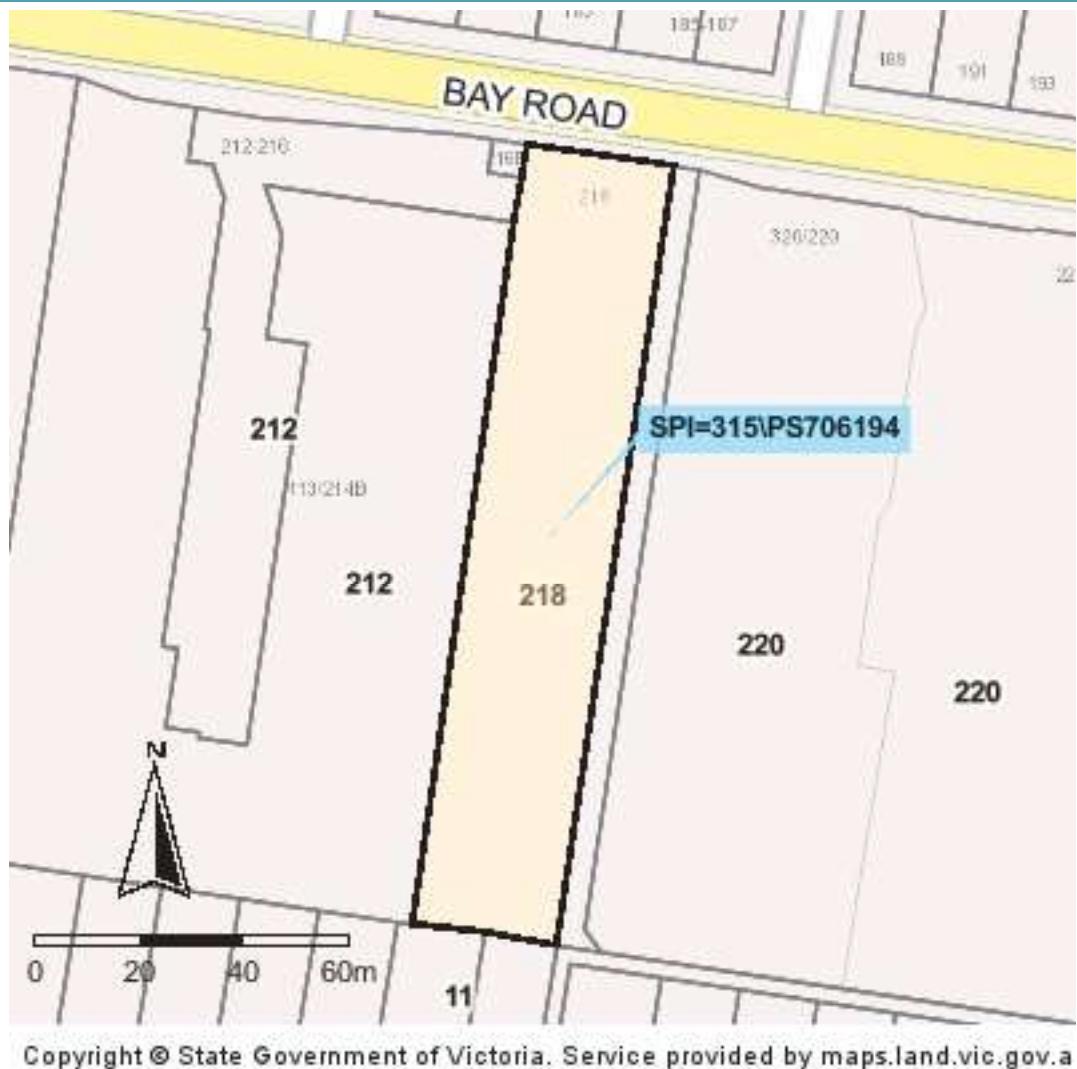
**Sonya Kilkenny**  
**Minister for Planning**

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



---

#### Choose the authoritative Planning Certificate

##### **Why rely on anything less?**

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.



## OWNERS CORPORATION CERTIFICATE

s.151 *Owners Corporation Act 2006* and r.11 *Owners Corporations Regulations 2007*

### APPLICATION DETAILS

Owners corporation number:	PS706194Y
Address:	315/218 Bay Road, Sandringham, Vic 3191
This certificate is issued for lot:	315
on plan of subdivision number:	PS706194Y
Postal address:	315/218 Bay Road, Sandringham, Vic 3191
Applicant for the certificate:	RET Conveyancing Pty Ltd
Address for delivery of certificate:	info@retconveyancing.com.au
Date that the application was received:	19 <sup>th</sup> September 2025

### PLEASE NOTE:

The information in this certificate is issued on 22<sup>nd</sup> September 2025

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

### LOT AND OWNERS CORPORATION INFORMATION

1. The current fees for the lot/s annually are:

Administration Fund:	\$ 4,326.48 per annum (year ending 30 <sup>th</sup> November 2025)
Maintenance Fund:	\$ 1,473.64 per annum (year ending 30 <sup>th</sup> November 2025)
TOTAL:	\$ 5,800.12

Levy Period	Administration Fund	Maintenance Fund	Levy Status
01/12/24 to 28/02/25	\$1,081.62	\$368.41	Paid
01/03/2025 to 31/05/2025	\$1,081.62	\$368.41	Paid
01/06/2025 to 31/08/2025	\$1,081.62	\$368.41	Paid
01/09/2025 to 30/11/2025	\$1,081.62	\$368.41	Paid

2. The date to which the fees for the lot have been paid up to is:

Administration Fund:	The levy is paid up to 30 <sup>th</sup> November 2025
Maintenance Fund:	The levy is paid up to 30 <sup>th</sup> November 2025

3. The total of any unpaid fees or charges to 30<sup>th</sup> November 2025 is:

Administration Fund:	\$ 0.00
Maintenance Fund:	\$ 0.00
Interest Accrued:	\$ 0.00
TOTAL:	\$ 0.00

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Nil

5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:

Maintenance in apartment developments such as The Bay is continuous, and unbudgeted unforeseen maintenance matters may arise without notice from time to time requiring additional financial contribution from owners for repairs. The OC is continuously reviewing the performance and operation of a range of equipment, however, as at the date of this certificate the Manager is not aware of any decision to raise additional funding over that available from within the Maintenance and Administration Funds.

6. The owners corporation has the following insurance cover:

Company:	CHU Strata Insurance
Policy No.	HU000006602
Renewal Date:	31/10/25
Building:	\$40,440,000
Common Area Contents:	\$404,400
Loss of Rent/Temp Accommodation	\$6,066,00
Public Liability:	\$30,000,000
Fidelity Guarantee:	\$250,000
Voluntary Workers Per Accident:	\$200,000/\$2,000
Office Bearers Liability:	\$5,000,000
Government Audit Costs:	\$25,000
Machinery Breakdown:	\$50,000
Catastrophe Insurance:	\$6,066,000
Legal Expenses:	\$50,000
Lot Owners Fixtures & Improvements:	\$250,000

7. 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.

8. The total funds held by the owners corporation:

Administration Fund:	\$ 0.00
Maintenance Fund:	\$ 132,528.96
Investment Account:	\$ 7,136.15

9. Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:

None known, as at date of certificate.

10. Are there any current contracts, leases, licenses or agreements affecting the common property? If so, then provide details:

Various maintenance contracts for the provision of services in relation to fire protection, garbage collection, air conditioning servicing, indoor plants, cleaning, landscaping, etc. typical of a low-rise precinct.

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

No.

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:

None known, as at date of certificate.

13. 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:

None known, as at date of certificate.

14. Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:

A manager is appointed.

The manager is currently Above OCM. Contact details are included in the header to this certificate.

15. Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?

No administrator has been appointed and the Manager is not aware of any proposal to appoint an administrator as at the date of this certificate.

16. Documents required to be attached to the owners corporation certificate are:

- A copy of the minutes of the annual general meeting held on 3<sup>rd</sup> September 2024 containing all resolutions passed at that meeting
- A copy of the rules of the owners corporation
- A copy of the model rules of the owners corporation
- A copy of Schedule 3 of the Owners Corporation Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

17. Note that more information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

Above OCM  
95 Coventry Street, Southbank VIC 3006  
or  
[zac@aboveocm.com.au](mailto:zac@aboveocm.com.au)

## DECLARATION

This owners corporation certificate was prepared by:

Above OCM  
95 Coventry Street  
Southbank VIC 3006

Common seal:

The common seal of owners corporation number PS706194Y was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of Simon Saint-John.

Signed:



Zac Courtney  
**Above OCM**  
as delegate of the owners corporation





## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y

<b>Meeting Date</b>	03 Sep 2024		
<b>Meeting Location</b>	via Zoom, Online, Melbourne, VIC, 3000		
<b>Time</b>	06:00 PM	Opened: 05:23 PM	Closed: 07:28 PM
<b>Lots Represented</b>	Lot 1	Credaro Property Investment Pty Ltd as proxy for Robin S	Owner present
	Lot 103	Suzette Young	Owner present (pre-voted)
	Lot 105	Hazel Mordeno Catt	Owner present (pre-voted)
	Lot 109	Jing yi shu	Owner present (pre-voted)
	Lot 120	Mr Tugrulhan Dincer Yigit & Mrs Gonca Naciye Ince	Owner present
	Lot 127	Matthew John Catt	Owner present (pre-voted)
	Lot 128	Megan Kennett	Owner present
	Lot 129	Charles Oguntade	Owner present (pre-voted)
	Lot 135	Joyce Khoo	Owner present (pre-voted)
	Lot 136	Damian Hind	Owner present (pre-voted)
	Lot 202	JUDITH HOLT	Owner present (pre-voted)
	Lot 205	Cristina Muir	Owner present
	Lot 206	Ian Woppard	Owner present (pre-voted)
	Lot 210	Hayley Monton	Owner present
	Lot 214	Hazel Mordeno Catt	Owner present (pre-voted)
	Lot 215	Robert Habel	Owner present (pre-voted)

Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

	Lot 220	Angela Eynaud	Owner present (pre-voted)
	Lot 236	SHARON Paull	Owner present (pre-voted)
	Lot 301	Amanda Zammit	Company Nominee present (pre-voted)
	Lot 307	Anne Mason	Owner present (pre-voted)
	Lot 309	Milada Huric	Owner present (pre-voted)
	Lot 311	Mark Powell	Owner present
	Lot 318	Mrs Maree Frances Therese Fatouros & Mr Peter Fatouros	Owner present
	Lot 320	Christine Abbott	Owner present (pre-voted)
	Lot 326	Shari Gould	Owner present (pre-voted)
	Lot 327	Karen Burchell	Owner present (pre-voted)
	Lot 328	Somir Kumar	Owner present (pre-voted)
	Lot 329	Robin Suprun	Proxy to Keiran Credaro (pre-voted)
	Lot 330	Miss Jessie Elizabeth Mount	Owner present
<b>Chairperson</b>	Zac Courtney		
<b>Additional Attendees</b>	Zac Courtney Cindy Morgan Liam Camilleri		
<b>Apologies</b>	Robin Suprun		

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Motion 1

#### APPOINTMENT OF CHAIRPERSON

#### Ordinary Resolution

Submitted by Strata Committee

That a representative of Melb OC be appointed as Chairperson of the meeting.

**Motion CARRIED.**

#### VOTES

Yes : 24

No: 0

Abs: 4

Inv: 1

### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Item 2

#### QUORUM

The Chairperson will record whether a quorum of members is or is not present.

A quorum of members is 50% or more of Lot Owners represented by either proxy or in person.

Zac Courtney confirmed a quorum was not present.

### Motion 3

#### MEETING PROCEDURE, VOTING CONDUCT, AND MEETING PROTOCOL

#### Ordinary Resolution

Submitted by Strata Committee

That the meeting adopts the voting procedure and meeting protocol in accordance with the attached.

**Motion CARRIED.**

#### VOTES

Yes : 24

No: 0

Abs: 4

Inv: 1

### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Motion 4

#### PREVIOUS AGM MINUTES

#### Ordinary Resolution

Submitted by Strata Committee

That the minutes of the last General Meeting, held on 20 MAR 2023 are adopted as being a true and accurate record of the meeting.

### Motion CARRIED.

#### VOTES

Yes : 18

No: 0

Abs: 10

Inv: 1

### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 5

#### CONSIDERATION OF REPORTS

#### Ordinary Resolution

Submitted by Strata Committee

That the reports attached are accepted.

### Motion CARRIED.

#### VOTES

Yes : 22

No: 0

Abs: 6

Inv: 1

### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 6

#### FINANCIAL STATEMENTS

#### Ordinary Resolution

Submitted by Strata Committee

That the Income & Expenditure Statement/s and Balance Sheet for the financial year ended 30 NOV 2023 as per attached, be accepted.

### Motion CARRIED.

#### VOTES

Yes : 22

No: 1

Abs: 5

Inv: 1

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 7**

#### **AUDIT CERTIFICATE**

#### **Ordinary Resolution**

Submitted by Strata Committee

Motion that the attached audit certificate provided by Balance Corporation for the year ending 30 NOV 2024 be accepted.

**Motion CARRIED.**

#### **VOTES**

Yes : 23

No: 1

Abs: 4

Inv: 1

### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 8**

#### **PROPOSED ADMINISTRATIVE & MAINTENANCE FUND BUDGET**

#### **Ordinary Resolution**

Submitted by Strata Committee

That the proposed Maintenance and Administration Fund Budget for the period 1 DEC 2023 to 30 NOV 2024 be approved and that the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance, effective from 1 DEC 2023.

A quarterly breakdown of the fees due and payable is as follows:

<b>Date of Fees Due</b>	<b>Administration Fund</b>	<b>Maintenance Fund</b>	<b>Levy Period</b>
1st December 2023	\$87,654.05	\$0.00	1st December 2023 - 29th February 2024
1st March 2024	\$87,654.05	\$0.00	1st March 2024 - 31st May 2024
1st June 2024	\$87,654.05	\$0.00	1st June 2024 - 31st August 2024
1st September 2024	\$112,000.69	\$31,929.15	1st September 2024 - 30th November 2024
<b>Total</b>	<b>\$374,962.84</b>	<b>\$31,929.15</b>	

**Motion CARRIED.**

#### **VOTES**

Yes : 20

No: 4

Abs: 4

Inv: 1

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 9**

#### **PENALTY INTEREST ON ARREARS**

#### **Ordinary Resolution**

Submitted by Strata Committee

That pursuant to S.29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

### **Motion CARRIED.**

#### **VOTES**

Yes : 20

No: 1

Abs: 7

Inv: 1

### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 10**

#### **COST RECOVERY**

#### **Ordinary Resolution**

Submitted by Strata Committee

That the Owners Corporation resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation) arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018.

### **Motion CARRIED.**

#### **VOTES**

Yes : 26

No: 0

Abs: 2

Inv: 1

### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Motion 11

#### FINAL FEE NOTICE

#### Ordinary Resolution

Submitted by Strata Committee

A Final Fee Notice will be issued to members with arrears of 28 days or more. The cost for issuing this notice is \$77.00 payable to Melb OC. To ensure the costs of the Owners Corporation are kept to a minimum the lot owner receiving the Final Fee Notice will be responsible for the cost incurred.

#### Motion CARRIED.

#### VOTES

Yes : 24

No: 1

Abs: 3

Inv: 1

#### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 12

#### INSURANCE POLICY

#### Ordinary Resolution

Submitted by Strata Committee

That the Owners Corporation accept the attached insurance policy.

#### Motion CARRIED.

#### VOTES

Yes : 26

No: 1

Abs: 1

Inv: 1

#### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 13

#### INSURANCE EXCESS

#### Ordinary Resolution

Submitted by Strata Committee

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

### **Motion CARRIED.**

<b>VOTES</b>	Yes : 24	No: 0	Abs: 4	Inv: 1
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### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 14**

#### **INSURANCE – MANAGER'S DISCLOSURE**

**Ordinary Resolution**  
Submitted by Strata Committee

Members resolved to acknowledge that Melb OC is an authorized representative of Whitbread Insurance Brokers. Melb OC is qualified to give general advice and factual advice about insurance, not personal advice. If the members require specialist insurance advice, Melb OC can refer the Members to an Insurance Advisor. The Members should read the specific Product Disclosure Statement before making a decision to purchase that insurance.

### **Motion CARRIED.**

<b>VOTES</b>	Yes : 24	No: 1	Abs: 3	Inv: 1
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### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 15**

#### **APPOINTMENT OF PUBLIC OFFICER**

**Ordinary Resolution**  
Submitted by Strata Committee

That Simon Saint-John be empowered to act as Public Officer as defined under the Income Tax Assessment Act 1936 (ITTA) on behalf of the owners corporation.

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Motion CARRIED.

#### VOTES

Yes : 23

No: 1

Abs: 4

Inv: 1

#### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 16

#### ESSENTIAL SAFETY MEASURES

#### Ordinary Resolution

Submitted by Strata Committee

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

The Owners Corporation Members resolve to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporations Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.

It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.

The Owners Corporation Members resolve that Melb OC has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.

### Motion CARRIED.

#### VOTES

Yes : 24

No: 1

Abs: 3

Inv: 1

#### *Invalid Vote Reasons*

1 invalid vote(s) - Non-financial

### Motion 17

#### FIRE PROTECTION - SOLE OCCUPANCY UNITS

#### Ordinary Resolution

Submitted by Strata Committee

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

It is acknowledged that in the interest of taking all reasonable steps to ensure compliance and minimize the fire risk of the building, members are asked to:

- notify the owners corporation manager of any penetrations within their private unit and;
- check the fire doors to their private unit and;
- maintain individual smoke alarms & air conditioning systems within their own private unit.

### **Motion CARRIED.**

<b>VOTES</b>	Yes : 24	No: 0	Abs: 4	Inv: 1
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### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Motion 18**

<b>DELEGATION OF POWERS</b>	<b>Ordinary Resolution</b> Submitted by Strata Committee
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That the Committee be delegated all of the powers and functions that are delegated under S.11 of the Owners Corporations Act 2006 (except for the powers or functions that require a unanimous or special resolutions, or the power to delegate or the powers delegated to the Manager).

### **Motion CARRIED.**

<b>VOTES</b>	Yes : 25	No: 1	Abs: 2	Inv: 1
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### ***Invalid Vote Reasons***

1 invalid vote(s) - Non-financial

### **Item 19**

### **GENERAL BUSINESS**

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Discussion of General Business.

- It was agreed for a formal review of the maintenance schedule to be deferred to the committee.
- It was agreed for the visitor parking arrangements to be deferred to the committee.
- It was agreed for Melb OC to obtain quotes on the intercom system and present to committee.
- It was agreed for Melb OC to install automatic air fresheners in each lobby.

## ELECTION OF COMMITTEE

### Election of Ordinary Member

It was resolved to increase the amount of committee members from seven to eleven.

Moved by Keiran Credaro

Second by Judith Holt

Motion Carried

Name	Details	Outcome
Judith Ann Holt		Elected, reason: Elected Unopposed
Robin Claire Suprun		Elected, reason: Elected Unopposed
Keiran Credaro		Elected, reason: Elected Unopposed
James Donald Saint-John		Elected, reason: Elected Unopposed
Milada Huric		Elected, reason: Elected Unopposed
Damian John Hind		Elected, reason: Elected Unopposed
Megan Kennett		Elected, reason: Elected Unopposed
Gonca Naciye Ince		Elected, reason: Elected Unopposed
Cristina Muir		Elected, reason: Elected Unopposed
Simon Saint-John		Elected, reason: Elected Unopposed

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

Tim Stroh		Elected, reason: Elected Unopposed
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**Owners Corporation Rules**  
**The Bay Apartments**  
**218 Bay Road, Sandringham, Victoria 3191**  
**P.S. 706194Y**

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## PREFACE

These Rules are made for Owners Corporation No. 1 on Plan No PS 706194Y.

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of the Development are maintained at premium levels.

Please ensure that all Owners and Occupiers, invitees or tradespeople of an Occupier or Owner, familiarise themselves, and comply with these requirements.

Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and tenants.

## 1. MANAGEMENT

### 1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUILDELINE

- a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.
- b. Owners and Occupiers must strictly comply with all of the Rules, Guidelines and Regulations.
- c. The Owners Corporation may at any time issue Guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must ensure that all invitees strictly comply with such Guidelines.
- d. The Owners Corporation Committee may issue Guidelines (and amend them from time to time) in relation to the use of any Common Property and facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Owners and Occupiers must follow any Guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

### 1.2 GENERAL

- a. Every Owner and where applicable every Occupier must provide its contact details including name, mobile phone number and email address to Building Management and the Owners Corporation Manager as soon as reasonably possible after becoming the Owner and/or Occupier.

- b. The Owners Corporation may take all reasonable necessary measures to ensure that the health, safety and/or security of Owners and Occupiers and any person entitled to use the Common Property is not compromised.
- c. An Owner or Occupier 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.
- d. An Owner or Occupier must always follow the directions of the Owners Corporation when using any Common Property, including but not limited to all directions which are signposted in or around the Common Property.
- e. An Owner or Occupier must:
  - (i) not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property; and
  - (ii) inform the Owners Corporation and Building Management of any damage, forced entry to or other acts that might compromise the security of the Common Property.
- f. If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier who must comply with these Rules.
- g. Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than for emergency purposes. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- h. Owners and Occupiers must comply with all statutory requirements, including those issued from time to time by the Owners Corporation or the Owners Corporation Committee, relating to fire protection and safety.
- i. Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- j. Owners, Occupiers and invitees must not:
  - (i) smoke in the Common Property;
  - (ii) open the door to their Lot in non-threatening circumstances such as when smoke or fumes are released from burning food. Only windows must be opened in these situations.
- k. The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be charged to the Owner of the Lot where the call was caused by the Lot's Owner or Occupier once Building Management identifies who is responsible for the false alarm.

- I. Owners, Occupiers and their invitees must be appropriately dressed while in the Common Property at all times.

## **2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES**

### **2.1 GENERAL**

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. use the Common Property or the common facilities or permit the Common Property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by Owners, occupiers or invitees of other Lots;
- b. use or permit the Common Property or the common facilities to be used for any purpose other than that for which they were designed;
- c. do or suffer to be done in or upon the Common Property or the common facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- d. use or permit any Lot, the Common Property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Owner or Occupier of any lot or the families or visitors of any such Owner or Occupier;
- e. fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees;
- f. fail to clear on each and every day the contents of the Owner's mail receiving box;
- g. fail to inform and require compliance of all the Rules and Regulations on any Occupier, guest, visitor or invitee of any kind;
- h. obstruct the lawful use of Common Property by any person; and
- i. use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, Occupier or user of another Lot;

## 2.2 OFFENSIVE BEHAVIOUR AND SMOKING

- a. An Owner or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property
- b. An Owner or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property
- c. An Owner or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation

## 3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

### 3.1 GENERAL

An Owner must not, and must ensure that an Occupier or Invitee of its Lot does not:

- a. use or permit to be used any part of a Car Park Lot otherwise than for the purpose of parking a Motor Vehicle and not to assign, sub-let or grant any licence to any person to use a Car Park Lot without the consent in writing of the Owners Corporation;
- b. an Owner or Occupier must only use their allocated Car Park Lot and must not use a Car Park Lot for any other purpose without the prior consent of the Owners Corporation;
- c. park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- d. drive or operate any Motor Vehicle within the Development in excess of 10kph;
- e. permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- f. interfere with the operation, function or control of the electronic vehicle access gate;
- g. wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property ;

- h. cause danger or concern to any person or to property by driving with due care while driving in and around the Car Park;
- i. allow any build up or discharge of oil or any other fluids onto Common Property from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation and any additional costs incurred to remove the build up from Common Property will be charged to the Owner of the Lot;
- j. use the Car Park Lot for storage of any item outside of its intended use as a car park space; and
- k. use a lift if a fire alarm is activated or if a fire is reported or detected as emergency stairs must be used in these circumstances
- l. park or leave a vehicle or permit a vehicle to be parked in a car park which is not the Owners' or Occupiers' car park.

### 3.2 MOTOR VEHICLE RISK

- a. The Owners Corporation is not responsible for:
  - (i) any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park; or
  - (ii) the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.
- b. Motor Vehicles left in the Car Park are at the sole risk of the owner of the Motor Vehicle .

### 3.3 BICYCLES

- a. The Owner or Occupier may not install any storage unit, storage facility or bicycle rack for bicycles within an Owner's Car Park Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same.
- b. Bicycles are only to be left in the designated bicycle storage areas. Owners with bicycles must coordinate the use of bicycle racks with Building Management. No bicycle is to be left on a rack without prior approval and allocation by the Manager. Bicycle racks will be allocated on a first come first serve basis with an allocation of one bicycle rack per Lot.
- c. Bicycles may be permitted by the Owners Corporation or its Building Management from time to time to be brought into a lot, foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated

- d. Motor bikes or scooters are only to be parked in Car Park Lots.

## 4. USE OF AMENITIES

### 4.1 GENERAL

- a. Only the Owners and Occupiers of an Apartment Lot within Owners Corporation 1 on Plan of Subdivision PS 706194Y or any subsequent plan relating to those Lots are entitled to use and have access to the Amenities.
- b. The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules and Guidelines regulating the Amenities use and operation

### 4.2 LOUNGE AND BBQ AREA

- a. The Lounge comprising of a room and rooftop terrace is only for the use of Owners and Occupiers of an apartment lot within Owners Corporation 1 and their Invitees. Any Owner or Occupier may hire the Lounge and BBQ area by making a booking with Building Management.
- b. To use the lounge and BBQ area, a booking must be made via the Building Management at least 48 hours prior to the use.
- c. A charge for use of the Lounge and BBQ area may apply as notified to Owners and Occupiers by Building Management from time to time.
- d. The Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- e. Persons using the Lounge and BBQ area must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- f. Bookings may only be made up to three months in advance.
- g. Owners and Occupiers must provide all information about the proposed function as required by Building Management, including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.

- h. Time restrictions may apply to bookings.
- i. The management of the Lounge and BBQ area (including bookings, availability, and use) is in the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- j. The booking receipt must be held whilst using the Lounge and BBQ area to act as proof of booking should a disagreement arise.
- k. The initial hours of use for the Lounge and BBQ area are between 7am and 10.00pm and must be observed by all Owners or Occupiers using the Lounge and BBQ area. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- l. The maximum number of attendees is at the discretion of the Building Management, with a maximum of 15, unless otherwise approved by Building Management in writing.
- m. Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Lounge and BBQ area.
- n. Guests must be accompanied by the relevant Owner or Occupier of an Apartment Lot at all times.
- o. An Owner or Occupier must be in appropriate attire at all times in the Lounge and BBQ area
- p. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier organising the function.
- q. All users of the Lounge and BBQ area do so at their own risk
- r. Improper use of the Lounge and BBQ area may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- s. The following items are not permitted in the Lounge and BBQ area:
  - (i) excessive alcohol;
  - (ii) smoking;
  - (iii) pets;
  - (iv) amplified music which causes nuisance to other Owners or Occupiers;
  - (v) glass objects;
  - (vi) drinking glasses;
  - (vii) sharp objects; and
  - (viii) portable personal and private barbeques.

## 5. USE OF THE LOT

### 5.1 GENERAL

- a. An Owner or Occupier of a lot must not lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, for any period less than 6 calendar months
- b. An Owner or Occupier of a Lot must not allow more than 6 people to occupy a Lot at any time without the prior written consent of the Owners Corporation

### 5.2 USE

Without limiting rule 21, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- a. in the discretion of the Owners Corporation Committee, the trade or business can be carried on and is carried on without causing undue nuisance to other Owners or Occupiers;
- b. the use or the type of trade or business has been approved by the Owners Corporation Committee;
- c. the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- d. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- e. the trade or business can be carried on, without causing undue nuisance to the Owners and Occupiers of other Lots.

## 6. USE AND BEHAVIOUR

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. obstruct the lawful use of Common Property by any person;
- b. consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;

- c. dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property;
- d. smoke on Common Property;
- e. interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- f. remove nor damage any article from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use without the prior written consent of the Owners Corporation;
- g. modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- h. enter any plant room without the consent of Building Management;
- i. modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation;
- j. replace any floor coverings which will create undue noise to adjoining Owners and Occupiers;
- k. use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- l. interfere with or obstruct Building Management, the Owners Corporation or the Owners Corporation Manager from performing their duties;
- m. use a Lot, Common Property or common facilities for any purpose, or do anything, that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Owners or Occupiers or their invitees;
- n. use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their invitees; and
- o. use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the lot determined by Building Management to be responsible for the damage or blockage

## 7. NOISE

- a. Noise or vibration must not be audible or perceptible outside a Lot.
- b. Owners and Occupiers must not make or permit to be made any undue noise in or on the Common Property or any Lot affected by the Owners Corporation.
- c. Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- d. Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the Common Property.
- e. Music, other than that played on a personal listening device, is not to be played in any Common Property.
- f. Owners and Occupiers must not install any equipment or devices in a Lot which creates vibrations that travel into another Lot or Common Property and which cause nuisance without the prior approval of the Owners Corporation.
- g. Owners and Occupiers must not to hold any social gathering or create noise likely to be objected to in the Common Property or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of its Lot.

## 8. ANIMALS

- a. Only animals of the Owners and Occupiers are permitted in the Lots. Owners and Occupiers must ensure that animals are controlled at all times. All animals must be kept on a lead, carried or in a cage whilst on or in the Common Property. If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.
- b. If an animal causes nuisance, the Owners Corporation may issue a notice of breach of Rules to the animal's Owner. If the animal continues to cause nuisance after 28 days of receipt of a notice of breach of Rules, the Owners Corporation will obtain a resolution that the animal is causing a nuisance to the common Property. A notice of the resolution will be issued to the Owner or Occupier responsible for the animal who must remove that animal within 7 days of receipt of the notice.
- c. Owners and Occupiers must not allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time.

- d. The Owner and/or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.
- e. Owners and Occupiers must regularly clean any animal debris from their balconies, courtyards or patios within a Lot.
- f. Owners and Occupiers must not keep any animal on a balcony, courtyard or patio within a Lot unattended.
- g. Owners and Occupiers must not keep any animal within a Lot without having first notified the Owners Corporation of the same.

## **9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE**

An Owner must not, and must ensure that the Occupier of its Lot must not:

- a. allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
- b. keep anything on the balcony or open area which in the opinion of the Owners Corporation is unsightly;
- c. hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of an Owner's Lot or the Common Property or on or from any balcony, entrance or landing of an Owner's Lot or the Common Property except in specific areas if any designated for that purpose by the Owners Corporation;
- d. install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation which will be subject to compliance with the existing colour scheme;
- e. keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant will not extend beyond the boundary of the lot or obstruct the views from another Lot;
- f. allow water or refuse or other item to another Lot and take care when watering plants in a Lot;
- g. construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard;

- h. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- i. install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- j. hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains, blinds or window covers are approved by the Owners Corporation which will be subject to the Guidelines in relation to window furnishings, cover colour, style, fabric, etc. The current position, unless varied by Guidelines, is as follows:
  - (i) Black or charcoal blind colour;
  - (ii) Roller-blinds
- k. Obstruct the entrance to a Lot or balcony / courtyard or other area forming part of a Lot that requires access of a contractor for the purposes of maintaining or cleaning the Building structure including glass on balconies, box gutters or any emergency repairs; and
- l. paint, finish or otherwise alter the external façade of the Building or improvement forming part of the Common Property or their Lot.

## 10. RUBBISH AND WASTE MANAGEMENT

- a. The Guidelines on waste management and bin use may be determined and varied at any time by the Owners Corporation.
- b. An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- c. 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 other Owners or Occupiers.
- d. An Owner or Occupier is responsible for appropriate use of the bins and bin room. Rubbish must not be left in the Common Property other than in the bins provided.
- e. Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the Owner of the Lot.

- f. Under no circumstances is rubbish to be left anywhere in the Common Property.
- g. Rubbish must be disposed of in secure wrapping by taking it to the bin room
- h. General garbage waste in suitable bags (and tied) will be deposited directly into the bins available
- i. Commingled waste must be deposited directly into the bins available
- j. Heavy cardboard must be flattened and deposited into the bins available
- k. No flammable items are to be disposed of in the bin room
- l. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items (i.e. must not be left in the bin room)
- m. An Owner or Occupier is also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from Common Property following a move. (i.e. must not be left in the bin room)
- n. Cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property.
- o. An Owner or Occupier 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, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof will be borne by the Occupier of the Owner's Lot
- p. An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Owners and Occupiers or users of other Lots.

## 11. MOVING IN AND VACATING

- a. Moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management.
- b. The Owner and Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted

from the surety or will be paid for by the relevant Owner. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.

- c. Building Management must be contacted to arrange a date and time to conduct any move. Unless the Owner or Occupier receives permission to move and confirmation of the booking (date and time) from Building Management, the time slot is not confirmed and the Owner or Occupier cannot move in. All paperwork as required by the Owners Corporation must be completed by the Owner or Occupier before moving in.
- d. Prior to attendance at the Building, the Owner or Occupier must provide a copy of the removalist's liability insurance policy to Building Management.
- e. The Owner or Occupier must notify all carriers and trades people that they must contact the Building Manager prior to arrival at the Building. If the carriers or trades people are running late, they may miss their time slot and have to reschedule.
- f. A minimum of three (3) days of notice before the move must be provided to Building Management.
- g. The Owner or Occupier must be present to manage the removalist at all times and act as a contact point to facilitate the move and ensure procedures are adhered to for the safety and security of the Building.
- h. Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift. Furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- i. Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions by the Building Manager.
- j. No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- k. The moving in or out of furniture and goods is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm.
- l. Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property following a move. Dumping of rubbish including but not limited to cartons, crates or unwanted furnishings is strictly prohibited on or in any part of the Building or Common Property. Any costs associated with rubbish removal from Common Property as a result of the move will be paid for by the relevant Owner or Occupier. The Owner will

indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation relating to such rubbish.

- m. Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the lot), then the Owners Corporation may recover the amount from the Owner.
- n. Owners and Occupiers must not permit any vehicles to restrict access to the Car Park.

## **12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES**

An Owner must not, and must ensure that the Occupier of its Lot must not: -

- a. give less than twenty-four (24) hours of notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of its Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- b. arrange for deliveries of any kind or nature unless the Owner or designee is at or on the Building to accept and arrange for the same at each Owner's sole cost and liability;
- c. cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time and ensure that the loading and unloading of vehicles will be made entirely within the Development at such locations and at such times;
- d. damage, obstruct or interfere with the lift, stairways, corridors or any Common Property when moving any items in or out of any Lot; and
- e. use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation.

## 13. BUILDING WORKS

### 13.1 GENERAL

An Owner must not, and must ensure that the Occupier of an Owner's Lot does not undertake any building works within or about or relating to an Owner's Lot except in accordance with the following requirements:

- a. works are only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation Manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- b. 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.

### 13.2 CONDITIONS

- a. An Owner or Occupier of a Lot must not proceed with any such works until:
  - (i) the Owner or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
  - (i) the Owner or Occupier receives written approval for those works from the Owners Corporation.
- c. The Owner or Occupier of a Lot must ensure that:
  - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work; and

- (ii) the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- d. The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;
- e. The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Owner.
- f. The Owner or Occupier of a Lot must not arrange for tradespersons (except in emergencies) or any nature or kind to carry out works except during normal working hours 8.00am to 5.00pm Monday to Friday and there will be no work done by tradespeople on weekends or public holidays at all;
- g. The Owner or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.
- h. The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licenses or invitees.

## 14. SIGNAGE

An Owner must not, and must ensure that the Occupier of its Lot does not: -

- a. permit any placard, advertisement or signage in or upon the Owner's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- b. permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation; and
- c. erect any signage, advertising, directory board or other attachment to the exterior façade of the Building at all without prior approval of the Owners Corporation.

- d. No real estate sales or leasing signage is to be installed on common property

## **15. NOTIFICATION OF DEFECTS**

An Owner of Occupier must notify Building Management as soon as it becomes aware of any damage to or defect in:

- a. the Common Property or any personal property of the Owners Corporation; or
- b. any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

## **16. DAMAGE, REPAIRS AND MAINTENANCE**

### **16.1 DAMAGE AND CLEANLINESS**

- a. Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanliness of Common Property.
- b. Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their invitees, a cleaning fee may be charged by the Owners Corporation to the relevant Owner.
- c. Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

### **16.2 DAMAGE REPAIRS AND MAINTENANCE**

An Owner or Occupier of a Lot must not:-

- a. damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Owner or tenants, invitees, servants or their invitees of any of the Lots, the Owners Corporation will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Owner of the Lot;
- b. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;

- c. interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- d. store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Building may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- e. interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- f. modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- g. install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. ie. being fire retardant and of a colour approved by the Owners Corporation.

An Owner or Occupier of a Lot must:-

- h. grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
- i. ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
- j. ensure that the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- k. ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- l. ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied

so as to ensure that water is not falling onto another Lot or within Common Property; and

- m. ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

## **17. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION**

- a. The Owners Corporation will charge penalty interest that does not exceed the maximum rate of interest payable under section 2 of the Penalty Interest Rates Act 1983;
- b. The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;
- c. The Owner of a Lot must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Owner will become liable to the Owners Corporation for the amount charged.
- d. The Owner of a Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.

## **18. OWNER DETAILS**

- a. An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.
- b. A party who acquires a Lot must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of contract.
- c. An Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Owner's alternative mailing address for service of notices and any changes to it as soon as possible.
- d. An Owner must provide to the Owners Corporation a street address, mobile phone number and email address for correspondence purposes. PO Box addresses will not be accepted.

## 19. SECURITY

### 19.1 GENERAL

An Owner or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Building

### 19.2 SECURITY KEY

- a. The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot;
- b. An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed;
- c. Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.
- d. Owners and Occupiers must not without written consent from Building Management duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost.
- e. Owners and Occupiers must promptly notify Building Management if their Security Key is lost or destroyed.
- f. Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or Owner's agent.
- g. The number of Security Keys may be restricted for a Lot, in the absolute discretion of the Owners Corporation

## 20. SUPPORT AND PROVISION OF SERVICES

- a. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to its Lot or the Common Property so that:
  - (i) any support or shelter provided by its Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (ii) the structural and functional integrity of any part of the Lot or CommonProperty is impaired; or

- (iii) the passage or provision of services through the Lot or the Common Property is interfered with.
- b. Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of the Owners Corporation Manager and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.
- c. Owners acknowledge and agree that the Owners Corporation may share amongst its Owners the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner will pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
  - (i) a proportional rate by dividing unit liability of that lot by the total unit liability of all lots serviced jointly; or
  - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

## **21. COMMERCIAL LOTS ADDITIONAL REQUIREMENTS**

The following conditions apply to the use of the Commercial Lots by all parties and must be observed by an Owner or Occupier of a Commercial Lot and persons under their control:

- a. all Commercial Lots must be maintained in a pristine condition at all times;
- d. no signage, advertising, posters or other will be allowed to be affixed facing internal corridors;
- e. all Commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- f. no signage will be allowed on the exterior face at all unless approved in accordance with Rule 14;
- g. Commercial Lots will be responsible for their own rubbish disposal;
- h. an Owner, Occupier or invitee of a Commercial Lot must not have deliveries via the ground floor apartment lobbies

- i. An Owner or Occupier of a Commercial Lots will be responsible for all costs associated with the cleaning, waste management, repairs and maintenance of the Commercial Lot.
- j. An Owner or Occupier of a Commercial Lot requires an ordinary resolution by the Owners Corporation at an Annual General Meeting in order to apply for a liquor license.

## **22. RECOVERY OF EXPENDITURE**

Where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, its regulations or of these Rules, including without limitation administrative and management costs, legal costs and the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by Owners of Lots or Occupiers or invitees, servants, employees, agents, children, or licensees of such Owners of Lots, the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in VCAT or any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

## **23. INSURANCE**

- a. The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed.
- b. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace.
- c. Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- d. If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- e. It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- f. Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.

- g. An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## **24. LEASED LOTS**

To ensure that the living standards, safety and security of the Building are maintained by and for all Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by non-Owners:

- a. an Owner or Occupier may not lease, sub-lease, licence, grant or renew any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months without first obtaining the written approval of the Owners Corporation Manager to that occupancy;
- b. an Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence;
- c. without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-Owners;
- d. in order to maintain currency of occupancy records, the Owner or the Owner's agent, must notify Building Management in advance of:
  - (i) full details of new leaseholders or other changes of occupancy; and
  - (ii) details of the expected term of each occupancy;
- e. an Owner of a Lot, which is subject to a lease or licence agreement must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee; and
- f. an Owner or Occupier must not permit any placard, advertisement or signage (including relating to the sale or lease of a Lot) in or upon its Lot or upon the Common Property unless the Owners Corporation first consents in writing

and then only in accordance with the terms and conditions specified in such consent.

## **25. COMPLIANCE**

- a. Owners and Occupiers must ensure that their invitees comply with these Rules.
- b. Any Owner of a lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any invitees of that lessee or licensee complies with these rules
- c. Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- d. Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- e. Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as it deems appropriate from time to time.
- f. An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees
- g. An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning, etc) deemed necessary in the Owners Corporation Manager's absolute discretion as a result of the acts, omission, or behaviour of that Owner or the Owner's lessees, licensees or invitees including but not limited to additional time spent by the Owners Corporation or Building Management as result of such act, omission or behaviour.
- h. An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.

- i. Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation and the Owners Corporation Manager in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation or Owners Corporation Manager may suffer, sustain or incur as a result of any breach by the Owner or the Owner's lessee or licensee (or any of their agents, contractors, workers and invitees) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- j. The Owners Corporation will in addition to any legal proceeding be able to charge an Owner penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983

## **26. OWNERS CORPORATION FEES**

- a. The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation by each Owner according to their unit entitlement and unit liability on or before the due date.
- b. Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- c. If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the Penalty Interest Rates Act 1983.
- d. The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these rules caused by an Owner, or Occupier. These additional fees are to be paid within 28 days of being levied against the Owner or Occupier. The Owner will be liable to pay these additional fees as an Owner is responsible and liable for the conduct of its Occupier or Invitees

## **27. COMPLIANCE WITH RULES BY INVITEES**

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules

- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

## 28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

## 29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

## 30. DEFINITIONS

In these Rules:

- (a) **“Act”** means the Owners Corporations Act 2006 or any amended version;
- (b) **“Apartment Lot”** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **“Amenities”** means the Lounge and BBQ Area which are comprised in Owners Corporation No 1
- (d) **“Building”** means the building constructed on the Land;
- (e) **“Building Management”** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;

- (g) **Car Park Lot** means the car park part of each Lot
- (h) **“Common Property”** means any Common Property described on the Plan of Subdivision;
- (i) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (j) **“Development”** means all the land and improvements comprised in Plan of Subdivision No P.S. 706194Y and known as 218 Bay Road, Sandringham, Victoria 3191;
- (k) **“Guidelines”** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (l) **“Land”** means the whole of the land described in the Plan;
- (m) **“Lot”** or **“Lots”** means a Lot or Lots on the Plan of Subdivision;
- (n) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (o) **“Model Rules”** means the model rules prescribed by the Owners Corporations Act 2006 from time to time as attached in Annexure A;
- (p) **Motor Vehicle** means a motor vehicle:
  - a. with a tare weight of not more than 2 tonnes; and
  - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (q) **“Occupier”** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (r) **“Owner”** means a registered owner of a Lot ;
- (s) **“Owners Corporation”** means Owners Corporation No. 1 on Plan No 706194Y, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (t) **“Owners Corporation Committee”** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;

- (u) **"Owners Corporation Manager"** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (v) **"Plan"** or **"Plan of Subdivision"** means Plan of Subdivision No 706194Y;
- (w) **"Regulations"** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (x) **Commercial Lot** means Lot No: Pt1,Pt2 or Pt3
- (y) **"Rules"** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (z) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks; and
- (aa) Unless the context otherwise requires:
  - (i) headings are for convenience only;
  - (ii) words imparting the singular include the plural and vice versa;
  - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
  - (iv) a reference to a thing includes part of the Building.
- (w) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over those Rules in respect of the party or parties to who they are given.

## 31. ANNEXURE A: MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporations Act 2006).

### Model Rules

#### 1. Health, Safety & Security

##### 1.1 Health, safety and security of lot owners, Occupiers of lots and others

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

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

1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a lot must not use or store on the lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
  - (a) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### 1.3 Waste disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other lots.

#### 2. Management and administration

##### 2.1 Metering of services and apportionment of costs of services

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

(b) Is paid directly to the lot owner or Occupier as a refund.

3. Use of Common Property

3.1 Use of Common Property

1. An Owner or Occupier of a lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
2. An Owner or Occupier of a lot must not, without the written permission of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
3. An approval under subrule (b) may state a period for which the approval is granted.
4. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.
5. An Owner or Occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

1. To be parked or left in parking spaces situated on Common Property and allocated for other lots; or
2. On the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. In any place other than a parking area situated on Common Property specified for that purpose by an Owners Corporation.

3.3 Damage to Common Property

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

## 4. Lots

### 4.1 Change of use of lots

An Owner or Occupier of a lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

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

## 5. Behaviour of persons

### 5.1 Behaviour of Owners, Occupiers and invitees on Common Property

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees 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

1. An Owner or Occupier of a lot, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
2. Subrule (a) does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made.

## 6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an Occupier or the Owners Corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee of the Owners Corporation, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within 14 working days after the dispute comes to the attention of all parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

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## Schedule 2—Model rules for an owners corporation

Regulation 11

### 1 Health, safety and security

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

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

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

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 1.3 Waste disposal

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

#### 1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **1.5 Fire safety information**

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

## **2 Committees and sub-committees**

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

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

## **3 Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

## 4 Use of common property

### 4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### 4.2 Vehicles and parking on common property

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

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

#### 4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5 Lots

### 5.1 Change of use of lots

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

#### Example

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

### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

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

Sch. 2  
rule 5.2(4)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

Sch. 2  
rule 5.2(5)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

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(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2  
rule 7(5)  
amended by  
S.R. No.  
147/2021  
reg. 15(3).

Sch. 2  
rule 7(5A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(4).

Sch. 2  
rule 7(6A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

Owners Corporations Regulations 2018  
S.R. No. 154/2018  
Schedule 2—Model rules for an owners corporation

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Sch. 2  
rule 7(6B)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# 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.

# PROPERTY REPORT

Created at 20 September 2025 06:38 AM

## PROPERTY DETAILS

Address:	<b>315/218 BAY ROAD SANDRINGHAM 3191</b>
Lot and Plan Number:	<b>Lot 315 PS706194</b>
Standard Parcel Identifier (SPI):	<b>315\PS706194</b>
Local Government Area (Council):	<b>BAYSIDE</b>
Council Property Number:	<b>913386</b>
Directory Reference:	<b>Melway 77 B10</b>

**Note:** There are 116 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:** 4208 sq. m

**Perimeter:** 356 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.

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:	<b>Southern Rural Water</b>
Melbourne Water Retailer:	<b>South East Water</b>
Melbourne Water:	<b>Inside drainage boundary</b>
Power Distributor:	<b>UNITED ENERGY</b>

## STATE ELECTORATES

Legislative Council:	<b>SOUTHERN METROPOLITAN</b>
Legislative Assembly:	<b>SANDRINGHAM</b>

## PLANNING INFORMATION

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

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

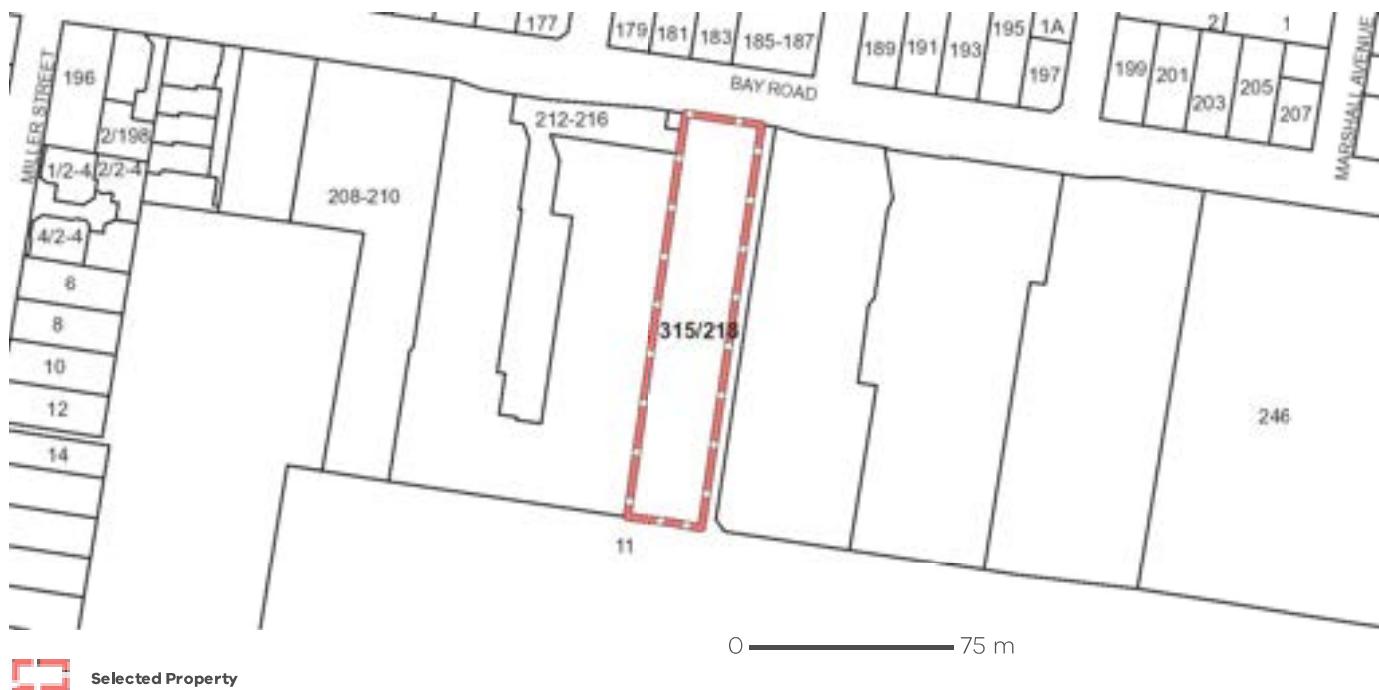
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 September 2025 06:38 AM

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	<a href="#">Planning Scheme - Bayside</a>

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Melbourne Water:	<b>Inside drainage boundary</b>
Power Distributor:	<b>UNITED ENERGY</b>

## STATE ELECTORATES

Legislative Council:	<b>SOUTHERN METROPOLITAN</b>
Legislative Assembly:	<b>SANDRINGHAM</b>
	<b>OTHER</b>
Registered Aboriginal Party:	<b>Bunurong Land Council</b>
	<b>Aboriginal Corporation</b>
Fire Authority:	<b>Fire Rescue Victoria</b>

[View location in VicPlan](#)

## Planning Zones

### MIXED USE ZONE (MUZ)

### SCHEDULE TO THE MIXED USE ZONE (MUZ)



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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan

#### Overlay

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

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit Overlay

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

# PLANNING PROPERTY REPORT

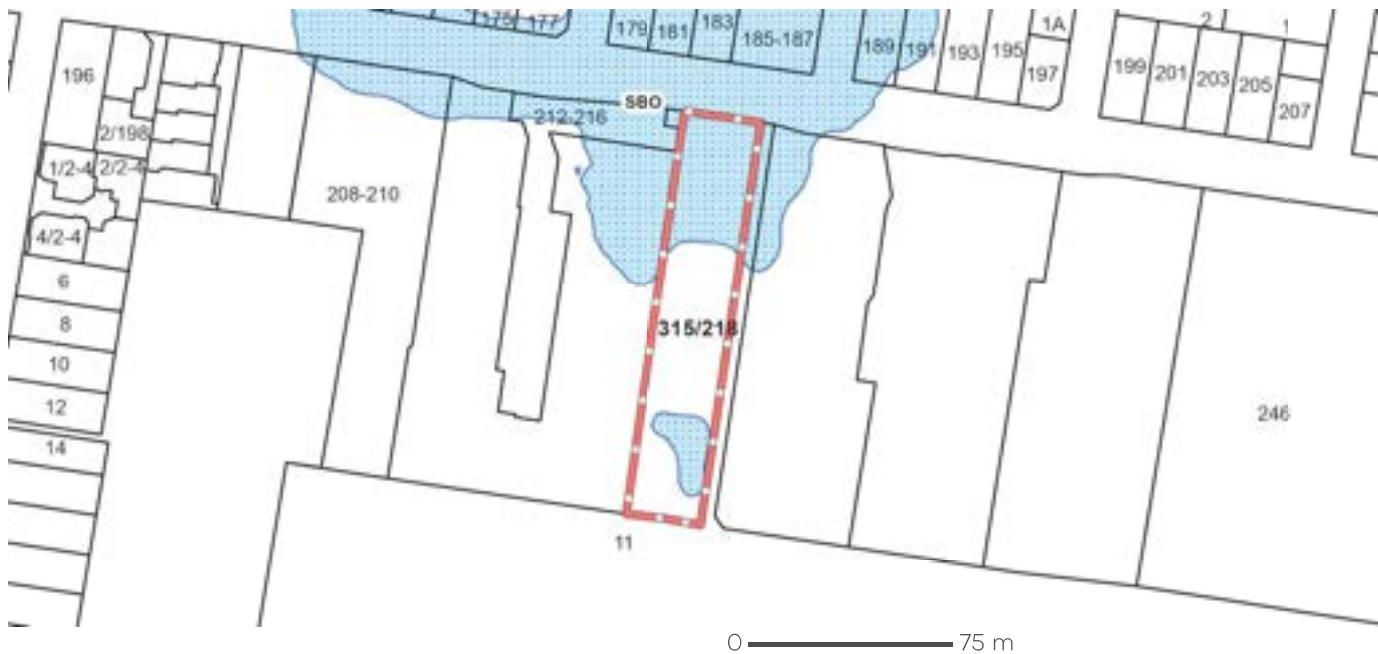


Department  
of Transport  
and Planning

## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

### SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



**SBO - Special Building Overlay**

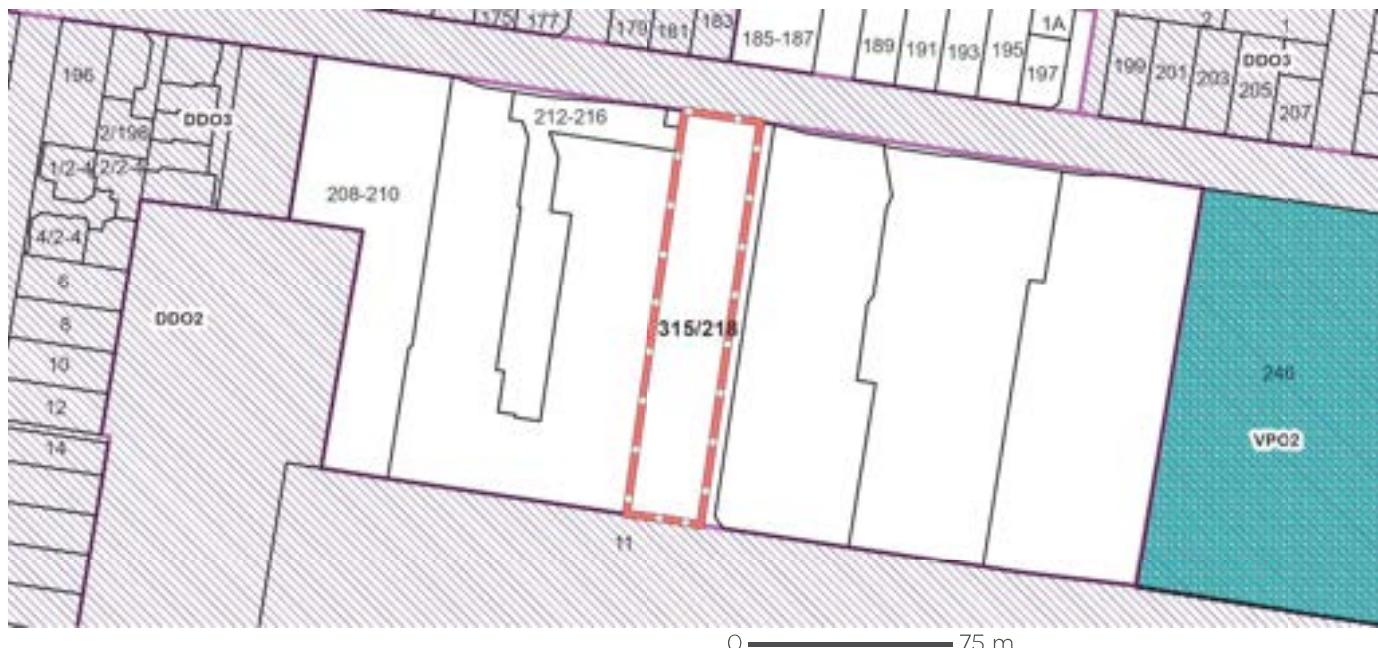
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

### VEGETATION PROTECTION OVERLAY (VPO)



**DDO - Design and Development Overlay**

**VPO - Vegetation Protection Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

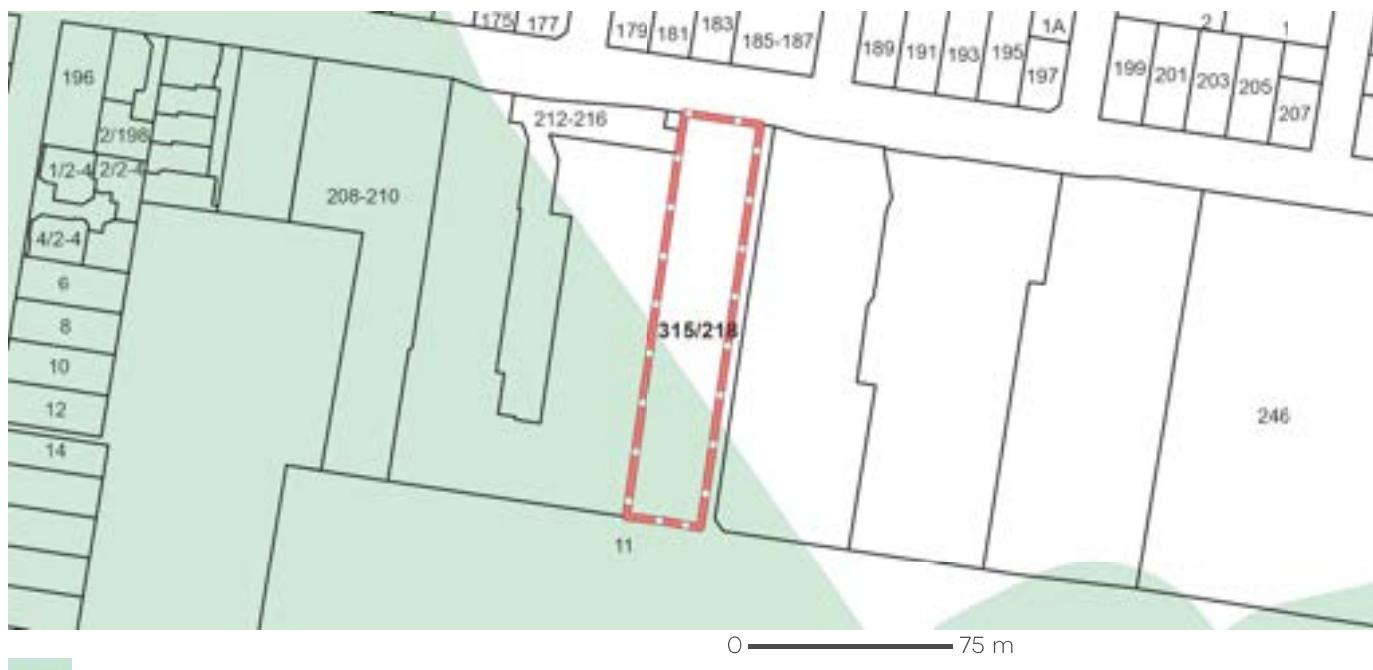
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to  
<https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Aboriginal Cultural Heritage

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 12 September 2025.

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://www.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 \(environment.vic.gov.au\)](http://environment.vic.gov.au)

# Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: Purchaser

Property address: 315/218 Bay Rd

Sandringham VIC 3191

Lot no.: 315 Plan of subdivision: 706194Y

The Purchaser/recipient is not required to make a payment under section 14–250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

From: Vendor/supplier: VLADIMIR GUREVICH

Dated: 20/09/2025

Signed by or on behalf of the vendor/supplier: J. Segal

# Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

## 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.