

Contract of Sale of Land

Property

UNIT 1006 / 442 ST KILDA ROAD MELBOURNE VIC 3004

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Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014* (Vic).

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on

for and on behalf of:

JUAN FEBRAGON MUNDISUGIH
.....

Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Name: _____
 Address: _____
 Email: _____
 Tel: _____ Mob: _____ Ref: _____

Vendor

Name: JUAN FEBRAGON MUNDISUGIH
 Address: _____
 ABN/ACN: _____
 Email: _____

Vendor's legal practitioner or conveyancer

Name: WK LAWYERS
 Address: Level 5, 488 Bourke Street Melbourne VIC 3000
 Email: info@wklawyers.com.au
 Tel: 03 96700281 Mob: _____ Ref: _____

Purchaser

Name: _____
 Address: _____
 ABN/ACN: _____
 Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
 Address: _____
 Email: _____
 Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10207	Folio	069	106	PS326467G
Volume	10207	Folio	192	273	PS326467G
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

UNIT 1006 / 442 ST KILDA ROAD MELBOURNE VIC 3004

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

FIXED FLOOR COVERINGS, LIGHT FITTINGS & WINDOW FURNISHINGS (AS INSPECTED ON THE DAY OF SALE)

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 21st 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 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* (Vic) 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: \$ _____ 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

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this _____ day of _____ 20____

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness _____
UNIT 1006 / 442 ST KILDA ROAD
MELBOURNE VIC 3004

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness

Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of: _____ Signature of Director

Signature of Witness

Name of witness (print)

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 all 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 purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor .

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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 .

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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 .

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter..
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit -taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement 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 lodgement 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 lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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 general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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 lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) 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 lodgement 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, unless the margin scheme applies.

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 these general conditions –

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

(a) the settlement is conducted through an electronic 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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, 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 Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
- (b) 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 –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies .

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

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 (Vic)* –

- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
-

UNIT 1006 / 442 ST KILDA ROAD
MELBOURNE VIC 3004



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](https://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.

ADDITIONAL SPECIAL CONDITIONS ("SC")

The headings in these Special Conditions do not form part of this Contract but are only for the purpose of identification.

Reference to persons shall include corporations, the singular shall include the plural vice versa and references to the male gender shall include references to all other persons.

1. IDENTITY OF LAND

The Purchaser admits and acknowledges that the property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars referred to in the Particulars of Sale. The Purchaser may not make any requisitions or raise any objections in respect of nor claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

2. CONDITION OF THE PROPERTY

The Purchaser agrees and acknowledges that:

- (a) Any improvements on the property may be subject to or require compliance with Victoria 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.
- (b) The Purchaser has purchased the property as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendors have not and no person on the Vendor's behalf have made any warranty or representation in relation those matters; and
- (c) Without limiting generality of Special Conditions 2(a) and (b), the Purchaser is not entitled to make any objection, requisition or claim for compensation whatsoever in respect of the state of repair and condition of the property.

3. ZONING

The property is sold subject to any restriction as to use or user any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

4. ACKNOWLEDGMENTS

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

- (a) a statement pursuant to Section 32 of the *Sale of Land Act* 1962; and
- (b) a statement in writing containing the particulars required by Section 51 of the *Estate Agents Act* 1980 (if applicable);

5. DEPOSIT

The said deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 and on the Purchasers becoming entitled to a transfer or conveyance of the land the Purchasers will provide to the Vendor written acknowledgment to that effect. Any deposit money received by a Solicitor or Estate Agent shall be held as Stakeholder pursuant to Division 3 of the *Sale of Land Act 1962*.

6. AUCTION

If the property is offered for sale by auction, it is 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.

7. COMPLIANCE WITH NOTICES

7.1 The Purchaser shall assume liability for compliance with any notices or order relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the date hereof but the Purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted Title) at any time prior to the Settlement Date for the purpose of complying with any such notice or order which requires to be complied with before Settlement Date.

7.2 All costs and expenses whatsoever incurred in complying with any such notice or order shall be borne and paid by the Purchaser who shall not be entitled to claim any compensation from the Vendor or reduction in the purchase price.

8. NO CONDITIONS OR WARRANTIES

It is hereby agreed between the parties 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 his Agent except such as are made conditions of this Contract.

9. SOLE REPOSITORY

This Contract is the sole repository of the agreement between the parties with respect to the sale of the land hereby sold and all previous representations, warranties and agreements between the parties their servants or agents with regard to the subject matter of this Contract are merged herein.

10. GUARANTEE OF COMPANY

In the event that the Purchaser is a company the person who executes this Contract for and on behalf of the Purchaser shall also execute the Guarantee annexed hereto.

11. INTEREST

If the Purchaser defaults in the payment of any monies due under this Contract, the Purchaser must upon demand by the Vendor pay to the Vendor interest at the rate of six per centum (6%) per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) computed on the monies due and unpaid during the period of default (which period will end only upon payment of all interest due hereunder). The Vendor's exercise of its rights pursuant to this clause will be without prejudice to any other rights of the Vendor.

12. COSTS ON DEFAULT

- 12.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the due date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with terms of the Contract:
- a) all of the Vendor's costs in obtaining any bridging finance to complete any purchase of any other property and interest charged on such bridging finance;
 - b) interest payable by the Vendor under any existing mortgage over the Property calculated from the due date of completion
 - c) all of the Vendor's additional legal costs as between solicitor and own client
 - d) accommodation expenses necessarily incurred by the Vendor
 - e) any costs, expenses or penalties incurred by the Vendor to a third party through any delay in completing the Vendor's purchase of any other property; and
 - f) any costs, fees or expenses payable by the Vendor to the Vendor's mortgagee and other third parties because of the postponement such as re-booking fee and settlement fee.
 - g) The Purchaser must pay at Settlement an additional \$220 if settlement is re-scheduled.

13. GOODS AND SERVICES TAX

- 13.1 The Purchaser acknowledges that the Land comprises residential premises within the meaning of the GST Act.
- 13.2 The Purchaser agrees that it intends to use the Land predominantly for residential accommodation.
- 13.3 In the event of the Vendor being liable for GST due to the Purchaser's failure to comply with special condition 13.2 the Purchaser agrees that it will pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale transaction is confirmed and a valid Tax Invoice is given to the Purchaser, the full amount of the Vendor's GST liability.
- 13.4 If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time), 'GST' is payable by the Vendors in respect of the supply of the Property to the Purchaser, then the Price specified in the Contract ('Original Price') is to be increased so that the Vendor receives an amount ('Increased Price') which, after subtracting the GST liability of the Vendors on that Increased Price, results in the Vendors retaining the Original Price after payment of that GST liability.
- 13.5 The Vendor will do all things reasonably available to them to minimise any increase in the Price under this Special Condition, and to assist the Purchaser to claim on a timely basis any input tax credits the Purchaser may be entitled to claim for the acquisition of the Property.

14. FOREIGN ACQUISITIONS AND TAKEOVERS ACT

- 14.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this Contract either :
- (i) do not apply to this Contract; or
 - (ii) have been complied with by the Purchaser.

- 14.2 In the event of there being a breach of this warranty, whether deliberate or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.
- 14.3 This warranty and indemnity shall not merge on upon settlement.

15. GENERAL CONDITIONS

- 15.1 General condition 11 does not apply to this Contract.

16. INTENTIONALLY DELETED

17. STAMP DUTY AND PURCHASERS BUYING UNEQUAL INTERESTS

- 17.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 17.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 17.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing those in the Contract.
- 17.4 This Special Condition will not merge on completion.

18. NOMINATION

- 18.1 The parties acknowledge and agree that general Condition 4 of the Contract does not apply and is replaced with this special condition.
- 18.2 The Purchaser may nominate a substitute or additional purchaser in accordance with special condition 18.3 but the Purchaser will remain personally liable for the performance of all the Purchaser's obligations under the Contract.
- 18.3 The Purchaser may not exercise its right to nominate under special condition 18.2
- 18.3.1 without the written consent of the Vendor unless the Purchaser :-
- 18.3.1.1 is not and has not been in default under this Contract
- 18.3.1.2 delivers to the Vendor at least fifteen (15) business days prior to the Settlement date a nomination form properly completed with the relevant particulars and executed by the Purchaser, nominee purchaser and any Guarantor under any guarantee and indemnity.
- 18.3.1.3 (where the nominee purchaser is or includes a Company) delivers a guarantee and indemnity executed by the directors and shareholders of the nominee purchaser in the attached form of Guarantee.
- 18.3.1.4 Pays an amount of \$330 by way of bank cheque payable to the Vendor's Solicitor at Settlement which represents costs for advising the Vendor on compliance with special condition 18.
- 18.3.2 in favour of an alternative or substitute purchaser who is or may be deemed to be a Foreign Interest within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth) unless the prior consent in writing of the Vendor is first obtained.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

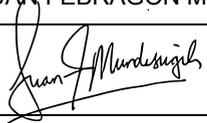
Additional information may be added to section 13 where there is insufficient space.

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

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

The vendor may sign by electronic signature.

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

Land	UNIT 1006, 442 ST KILDA ROAD MELBOURNE VIC 3004	
+ Vendor's name	JUAN FEBRAGON MUNDISUGIH	Date
+ Vendor's signature		12/03/2026
+ Purchaser's name		Date
+ Purchaser's signature		
+ Purchaser's name		Date
+ Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ~~*Their total does not exceed:~~ \$

OR

(b) *Are contained in the attached certificate/s.

OR

(c) ~~*Their amounts are:~~

	Authority	Amount	Interest (if any)
(1)		(1) \$	(1) \$
(2)		(2) \$	(2) \$
(3)		(3) \$	(3) \$
(4)		(4) \$	(4) \$

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box. \$

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

\$ To

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

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.

(a) ~~*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.~~

OR

(b) ~~*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:~~

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

¹ Other than any GST payable in accordance with the contract.

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.

(a) ~~*Attached is a copy or extract of any policy of insurance required under the Building Act 1993.~~

OR

(b) ~~*Particulars of any required insurance under the Building Act 1993 are as follows:~~

Name of insurance company:		
Policy no:		Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

~~*Is in the attached copies of title document/s.~~

OR

~~*Is as follows:~~

--

(b) ~~*Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:~~

--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

*The land is in a designated bushfire prone area within the meaning of regulations made under 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.

OR

~~*The required specified information is as follows:~~

(a) Name of planning scheme	
(b) Name of responsible authority	
(c) Zoning of the land	
(d) Name of planning overlay	

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:

*Are contained in the attached certificates and/or statements.

OR

~~*Are as follows:~~

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:

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:

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):

*Are contained in the attached certificate.

OR

~~*Are as follows:~~

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 certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 ~~*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

OR

6.3 ~~*The owners corporation is an inactive owners corporation.²~~

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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.

OR

*(b) General Law Title

~~The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.~~

~~*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).~~

10. SUBDIVISION

10.1 Unregistered Subdivision

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

(a) ~~*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

OR

(b) ~~*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

10.2 Staged Subdivision

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

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

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

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

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

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.

(a) ~~*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

OR

(b) ~~*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

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 1000m²; (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):

~~*Are contained in the attached building energy efficiency certificate.~~

OR

*Are as follows:-

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.)

13. CIPT

Commercial and Industrial Property Tax

- (a) The land is not land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Act 2024 (Vic) (CIPT Act).
- (b) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is 125.3 (Subdivided Flat).

14. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 14)

(Additional information may be added to this section 14 where there is insufficient space in any of the earlier sections)

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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

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Security no : 124132420961C
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LAND DESCRIPTION

Lot 106 on Plan of Subdivision 326467G.
PARENT TITLE Volume 03604 Folio 630
Created by instrument PS326467G 14/12/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JUAN FEBRAGON MUNDISUGIH of 1006/442 ST KILDA ROAD MELBOURNE VIC 3004
AM717041N 20/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS682731X 06/11/2019
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
T455607S 09/12/1994

DIAGRAM LOCATION

SEE PS326467G 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 1006 442 ST KILDA ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS326467G

DOCUMENT END

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

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

VOLUME 10207 FOLIO 192

Security no : 124132421000J
Produced 24/02/2026 10:02 AM

LAND DESCRIPTION

Lot 273 on Plan of Subdivision 326467G.
PARENT TITLE Volume 03604 Folio 630
Created by instrument PS326467G 14/12/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JUAN FEBRAGON MUNDISUGIH of 1006/442 ST KILDA ROAD MELBOURNE VIC 3004
AM717041N 20/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS682731X 06/11/2019
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
T455607S 09/12/1994

DIAGRAM LOCATION

SEE PS326467G 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 1006 442 ST KILDA ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS326467G

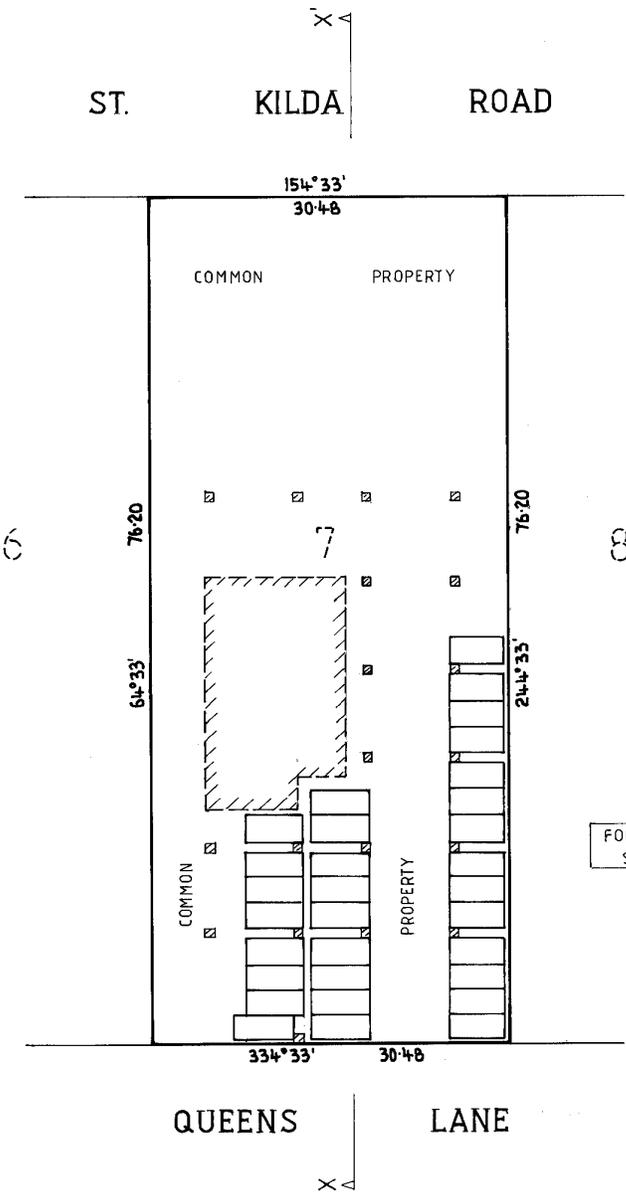
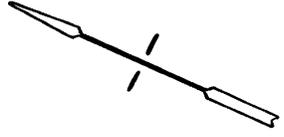
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PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 1	PLAN NUMBER PS 326 467 G
LOCATION OF LAND PARISH: MELBOURNE SOUTH TOWNSHIP: SECTION: P CITY OF SOUTH MELBOURNE CROWN ALLOTMENT: 7 CROWN PORTION: LTO BASE RECORD: PARISH PLAN SHEET 6 (3084-D) TITLE REFERENCES: VOL. 3604 FOL. 630 LAST PLAN REFERENCE/S: POSTAL ADDRESS: 442 ST. KILDA ROAD (At time of subdivision) MELBOURNE 3004 AMG Co-ordinates E 321770 ZONE: 55 (of approx centre of land in plan) N 5810020		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CITY OF PORT PHILLIP REF: P/F 442 ST. KILDA ROAD 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6: / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 20/10/94 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
THE COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 40, 50, 60, 70, 80, 89, 90, 99, 100, 109, 110, 119, 120, 129, 130, 132 to 150 and 182 to 200 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.		NOTATIONS		
		STAGING This is/ is not a staged subdivision. Planning permit No. DEPTH LIMITATION DOES NOT APPLY LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES BETWEEN LOTS INTERIOR FACE: ALL OTHER BOUNDARIES LOWER BOUNDARIES: FLOOR UPPER BOUNDARIES: CEILING, OR LOT 131 WHERE NO CEILING EXISTS - 3 METRES ABOVE THE FLOOR, OR LOTS 151 TO 181 & LOTS 201 TO 274 - 2.10 METRES ABOVE THE FLOOR SURVEY THIS PLAN IS/ IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				LTO USE ONLY
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 OF SUBDIVISION				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE: 7/12/94
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
CULLIVER & SIM Pty. Ltd. LICENSED SURVEYORS 358 LONSDALE STREET MELBOURNE 3000 Ph. 670 8255 Fax. 602 3481				LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY..... SIGNATURE DATE / / REF 10009 VERSION 1 DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467G
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FOR ENLARGEMENT
SEE SHEET 3

DIAGRAM 1
GROUND LEVEL AND
GROUND STOREY

CULLIVER & SIM Pty.Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

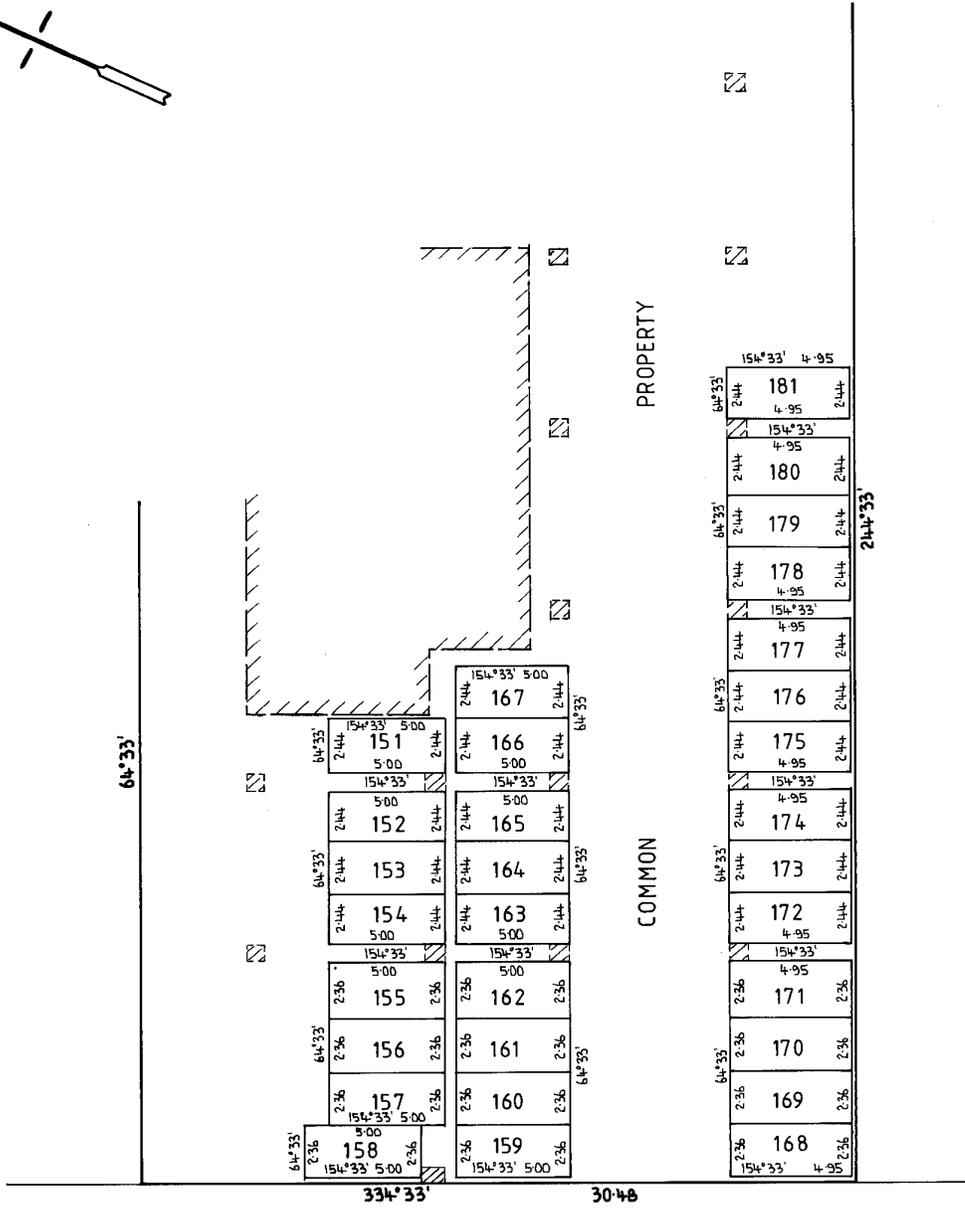
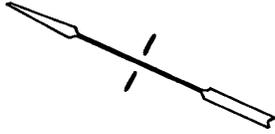
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

SHEET 2 OF 21 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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ENLARGEMENT
GROUND LEVEL

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
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 Fax. 602 3481

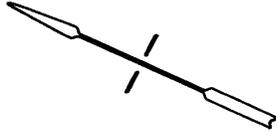
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LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY	
SIGNATURE	DATE / /
REF 10009	VERSION 1

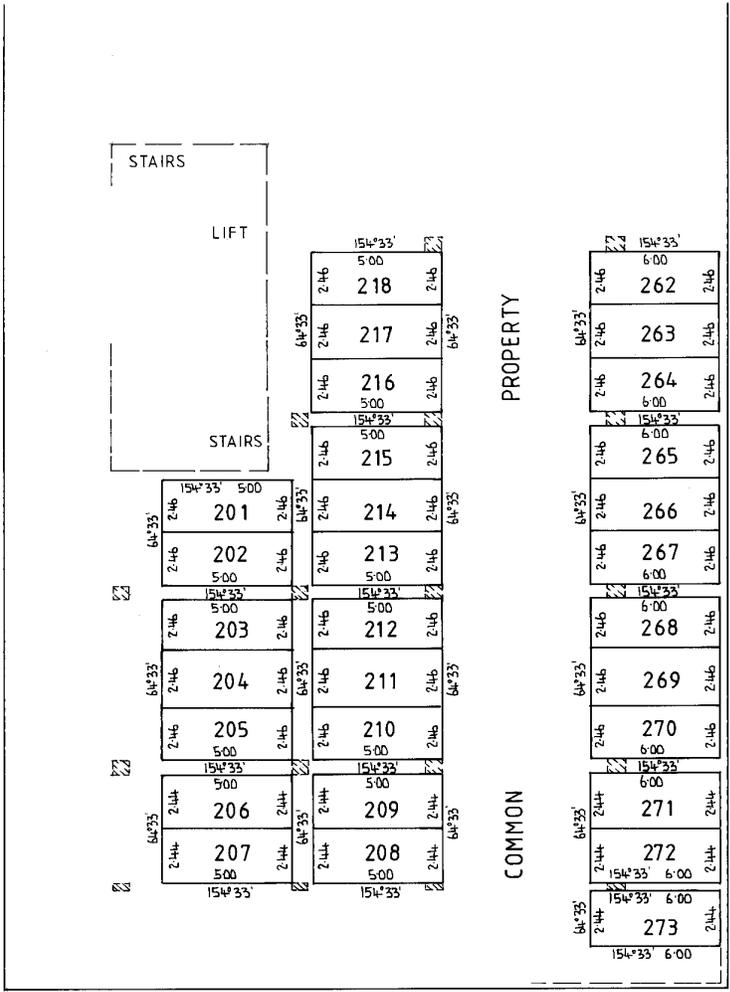
SHEET 3 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. _____
 PLAN NUMBER
PS 326 467 G



MATCHLINE
SEE SHEET 5

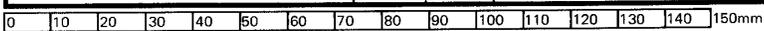


CULLIVER & SIM Pty. Ltd.
 LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481

ORIGINAL SCALE SHEET SIZE
1:200 A3

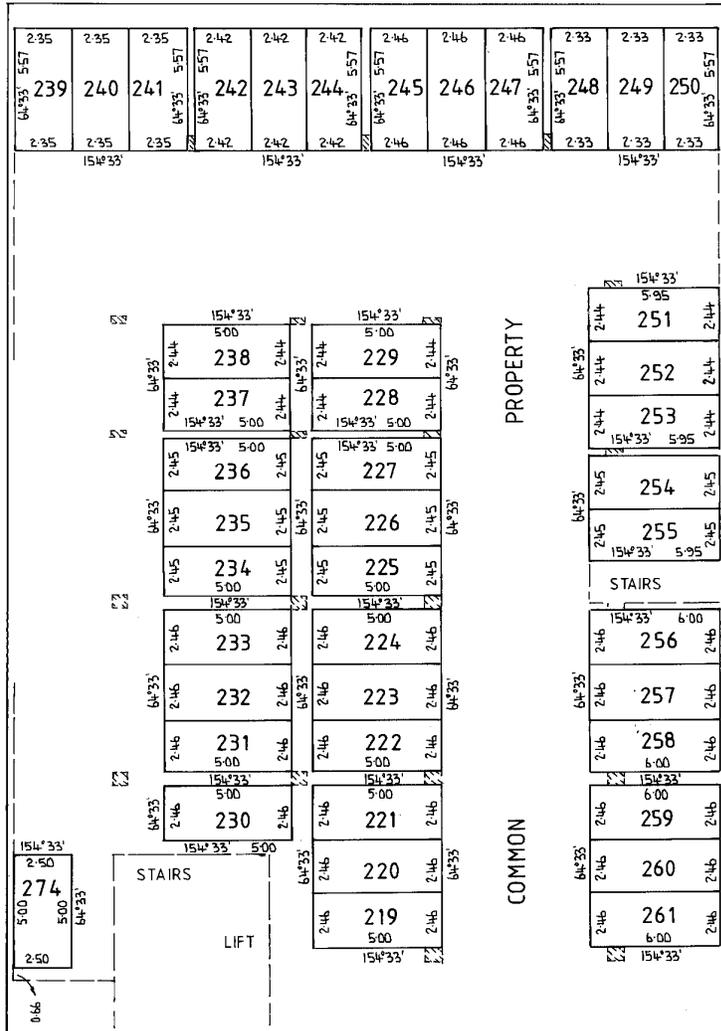
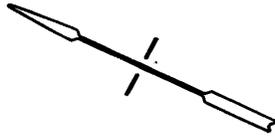
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 SIGNATURE _____ DATE / /
 REF **10009** VERSION **1**

SHEET **4** OF 21 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

STAGE No. _____
PLAN NUMBER
PS 326 467G



MATCHLINE
SEE SHEET 4

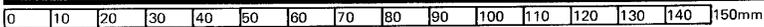
CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

ORIGINAL SCALE SHEET SIZE
1:200 A3

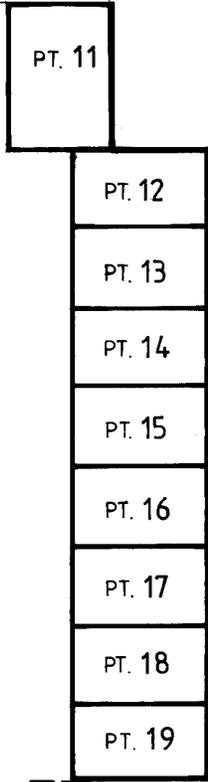
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SIGNATURE _____ DATE / /
REF **10009** VERSION **1**

SHEET 5 OF 21 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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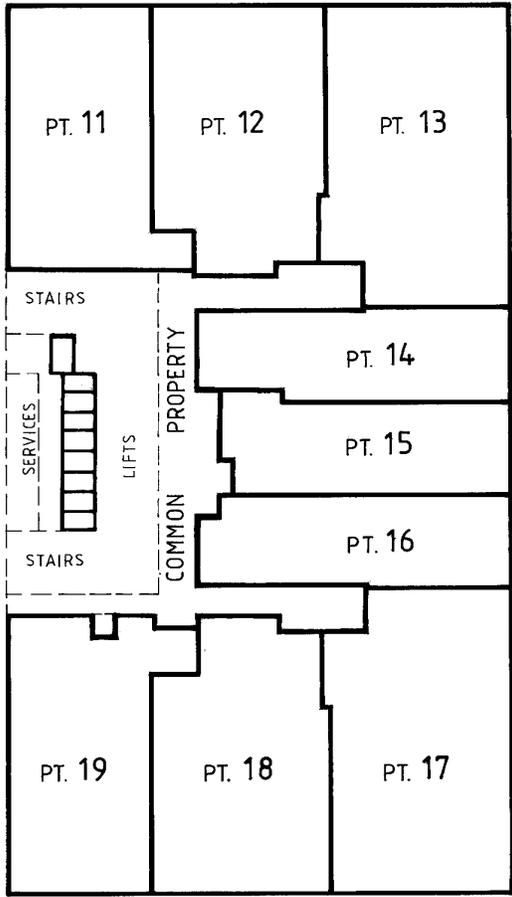


DIAGRAM 3
FIRST STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY SIGNATURE DATE / / REF 10009 VERSION 1	SHEET 6 OF 21 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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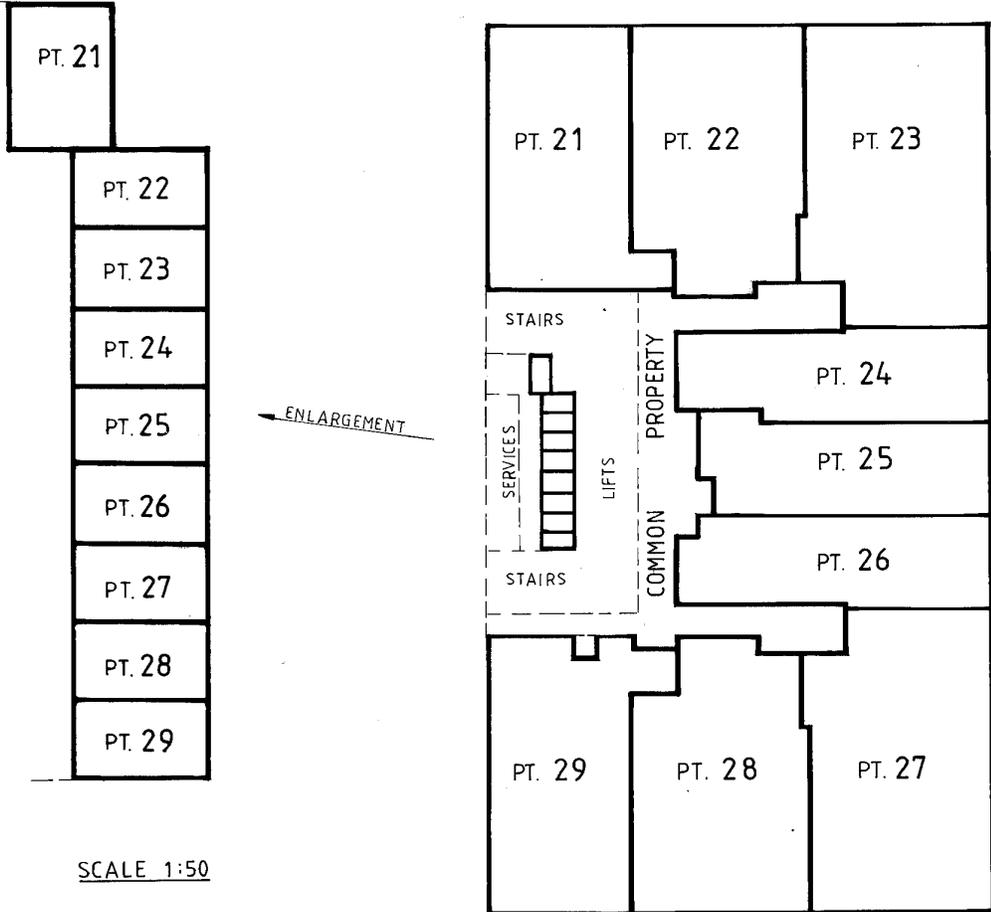
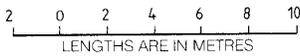


DIAGRAM 4
SECOND STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481



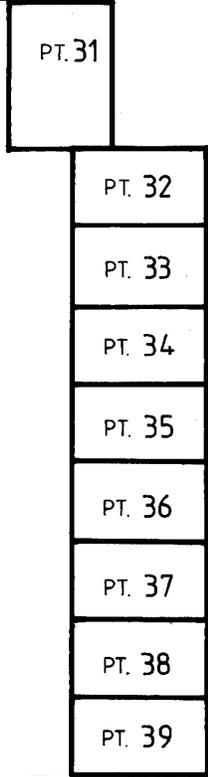
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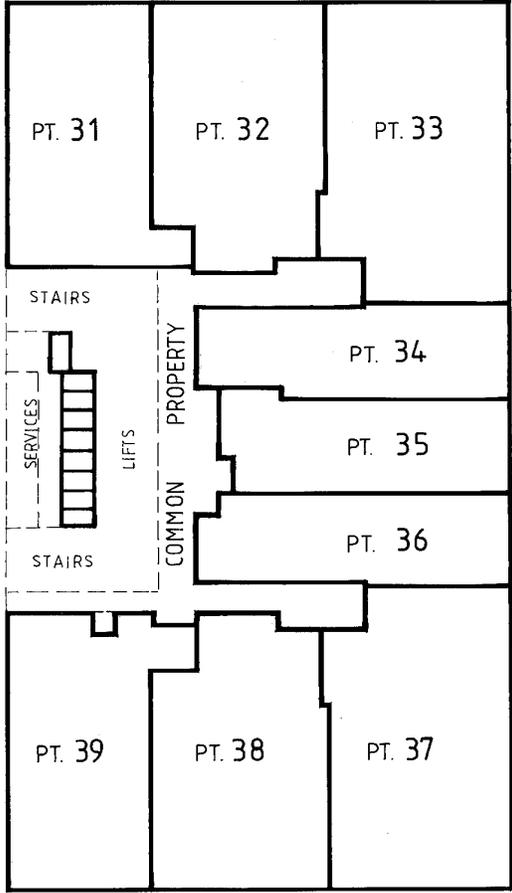
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DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT



SCALE 1:50

DIAGRAM 5
THIRD STOREY

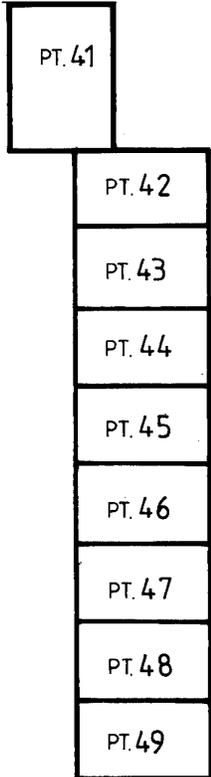
CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000 Ph. 670 8255
 Fax. 602 3481

 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 SHEET SIZE A3
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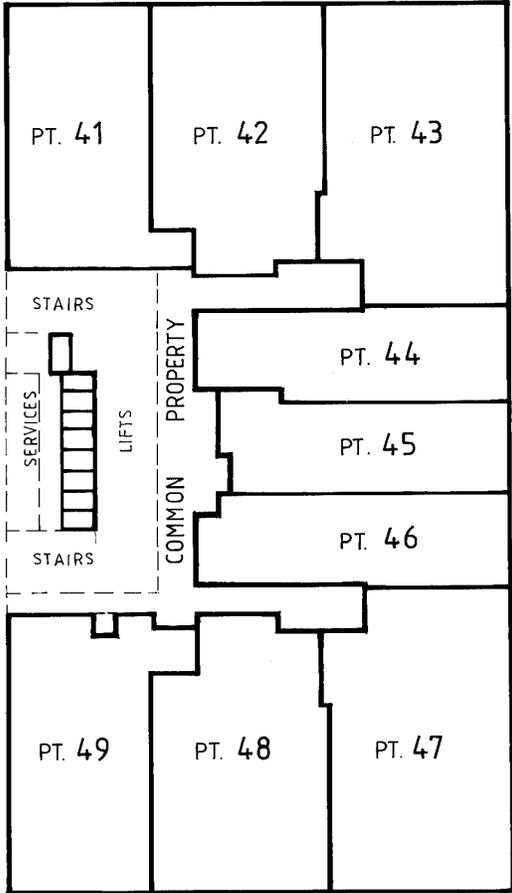
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SHEET 8 OF 21 SHEETS
DATE / / COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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ENLARGEMENT →



SCALE 1:50

DIAGRAM 6
FOURTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481

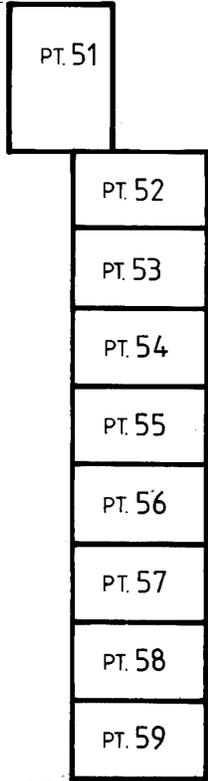
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF 10009 VERSION 1

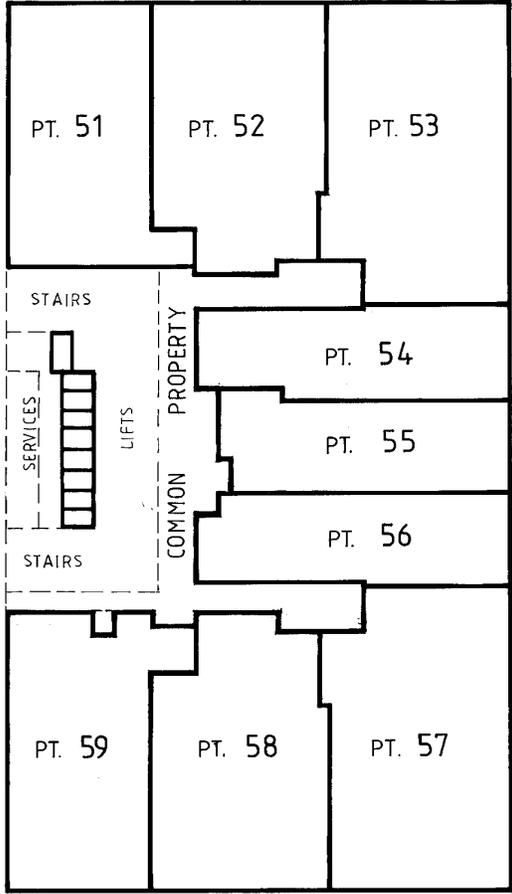
SHEET 9 OF 21 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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SCALE 1:50

DIAGRAM 7
FIFTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

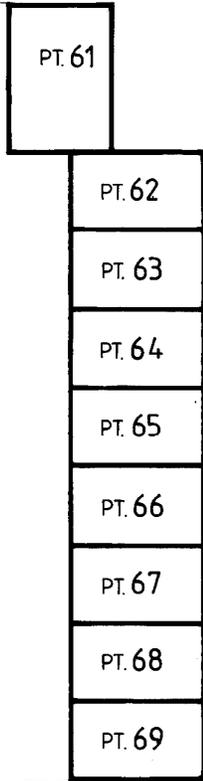
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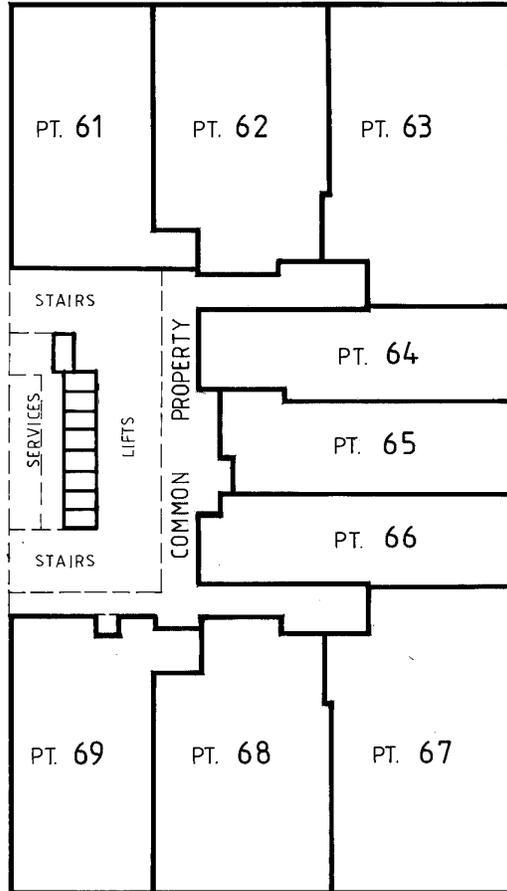
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DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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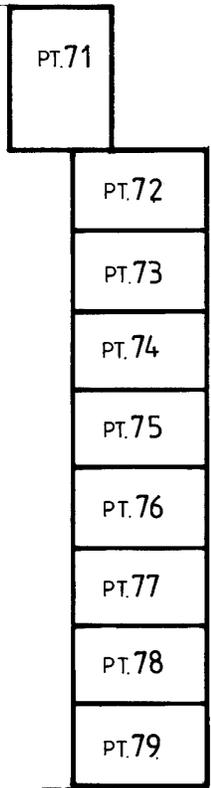
SCALE 1:50

DIAGRAM 8
SIXTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY	SIGNATURE	DATE / /	SHEET 11 OF 21 SHEETS
	1:200	A3	REF 10009	VERSION 1	COUNCIL DELEGATE SIGNATURE	

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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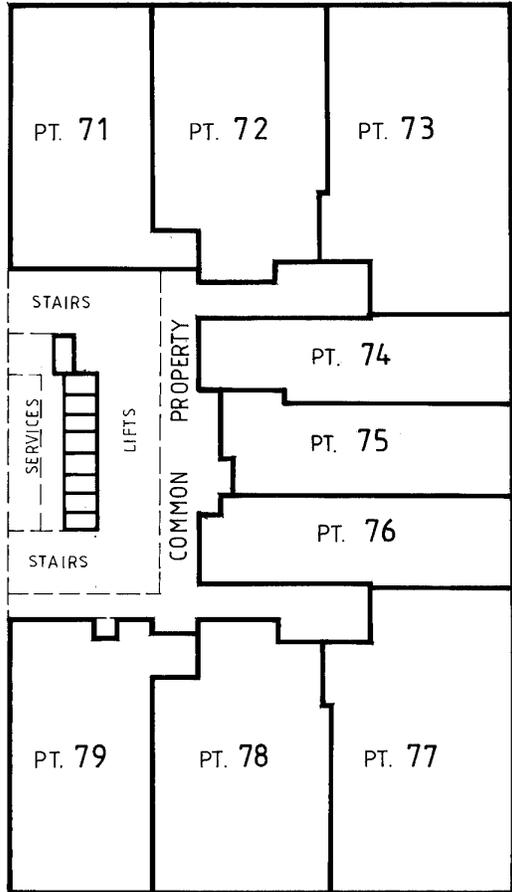
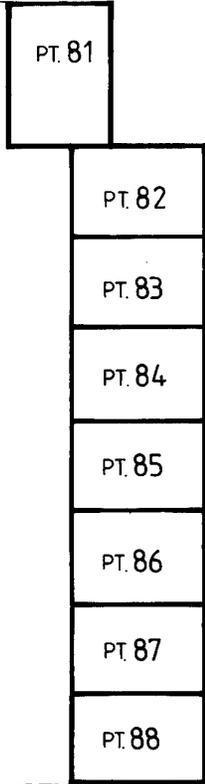


DIAGRAM 9
SEVENTH STOREY

CULLIVER & SIM Pty Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY SIGNATURE DATE / / REF 10009 VERSION 1	SHEET 12 OF 21 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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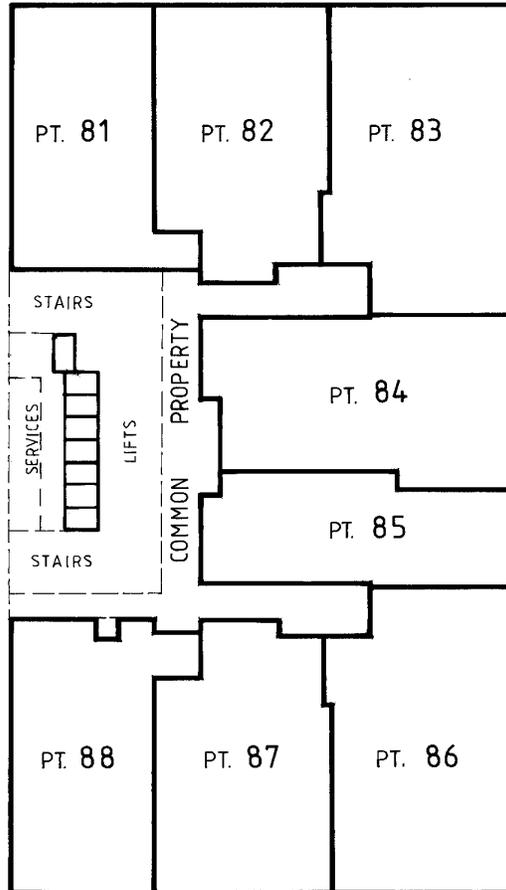
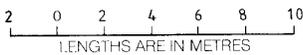


DIAGRAM 10
EIGHTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481



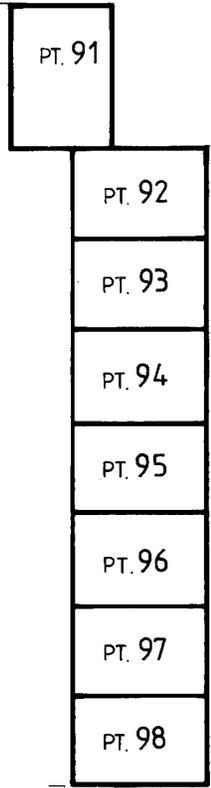
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

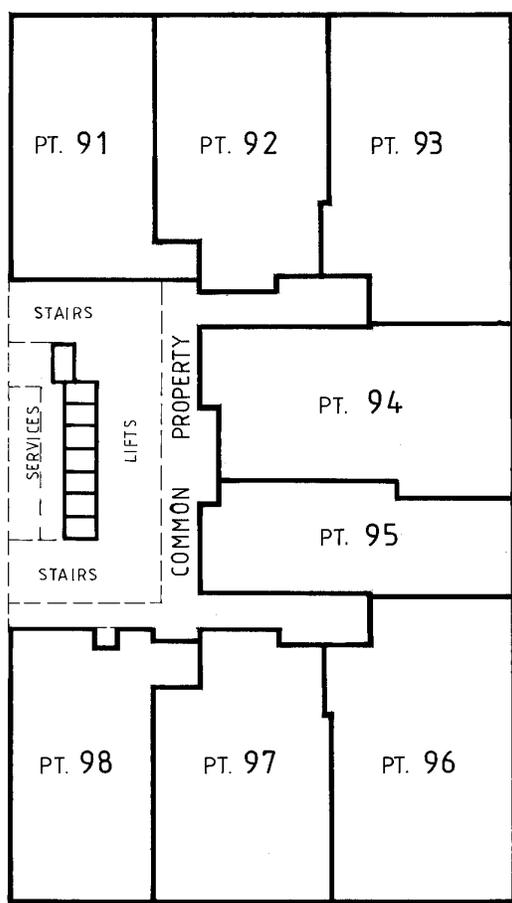
SHEET 13 OF 21 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT



SCALE 1:50

DIAGRAM 11
NINTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

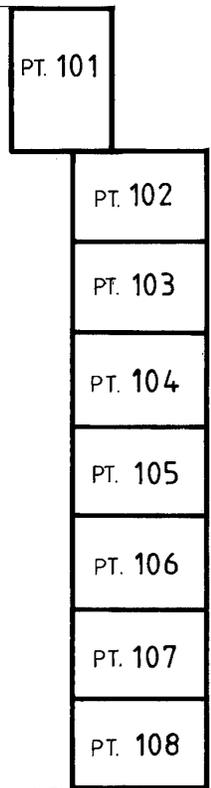
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

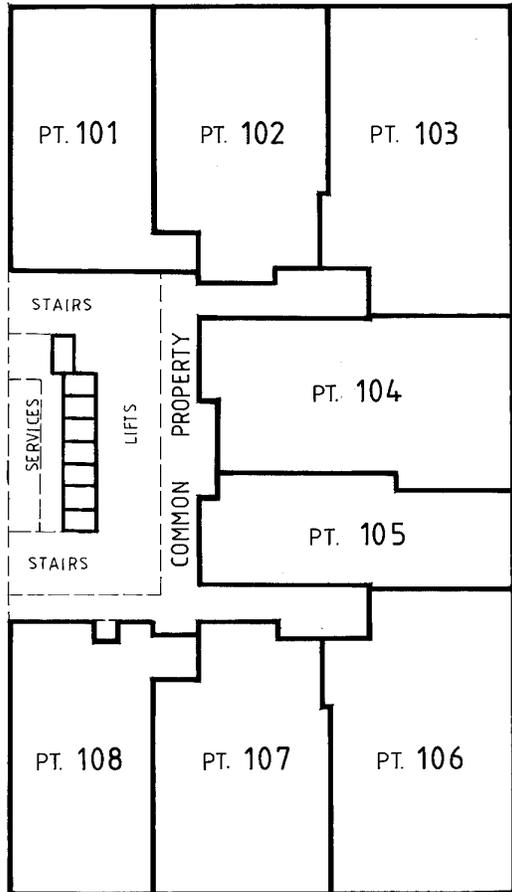
SHEET 14 OF 21 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 326 467 G
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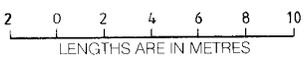
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SCALE 1:50

DIAGRAM 12
TENTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
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 Ph. 670 8255
 Fax. 602 3481



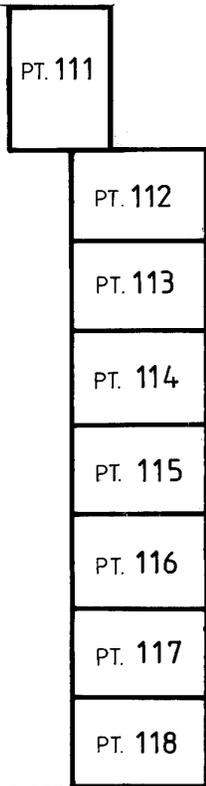
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

SHEET 15 OF 21 SHEETS

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 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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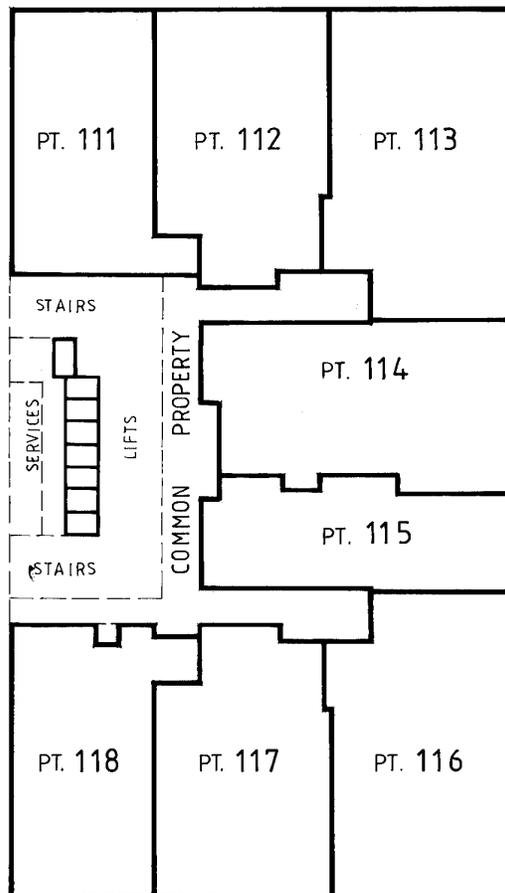


DIAGRAM 13
ELEVENTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

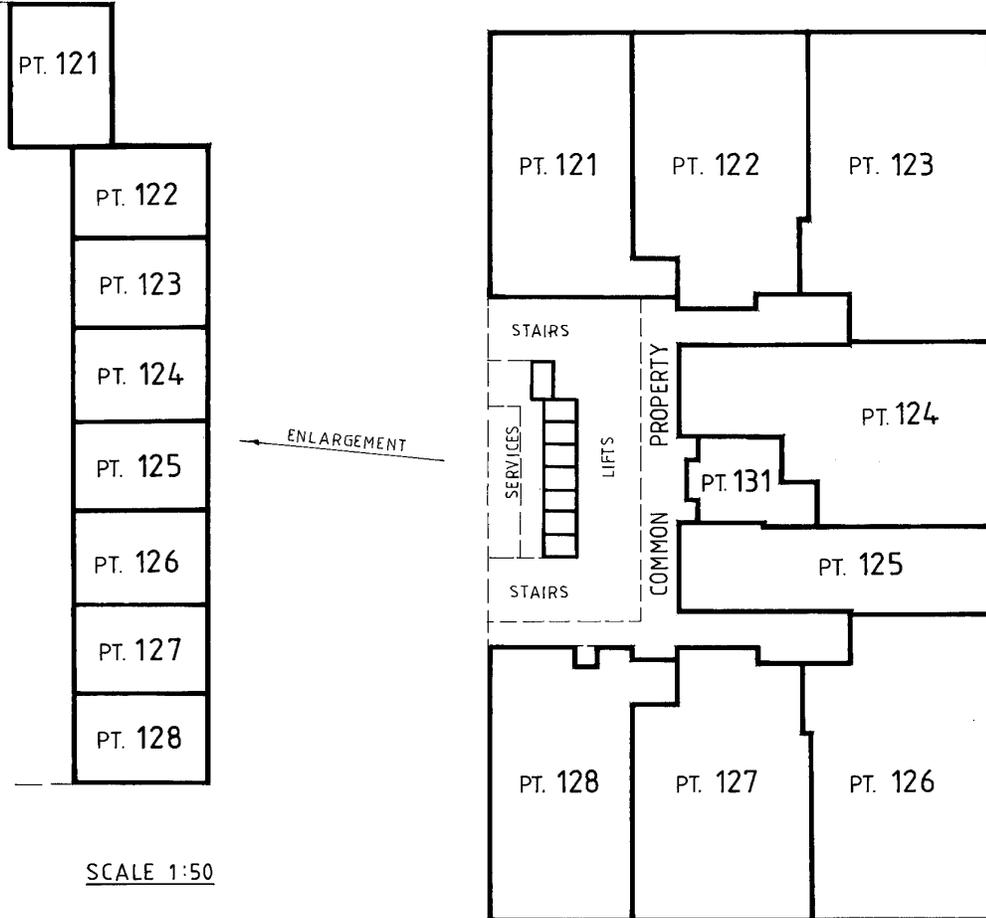


ORIGINAL
SCALE SHEET
1:200 A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE _____ DATE / /
REF **10009** VERSION **1**

SHEET 16 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE _____

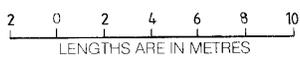
PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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SCALE 1:50

DIAGRAM 14
TWELFTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481



ORIGINAL
SCALE SHEET
1:200 SIZE
A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

SHEET 17 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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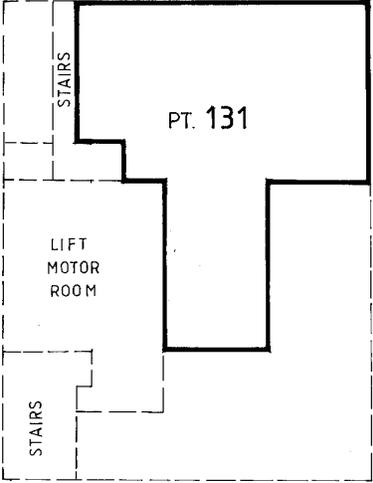


DIAGRAM 16
TOPMOST STOREY

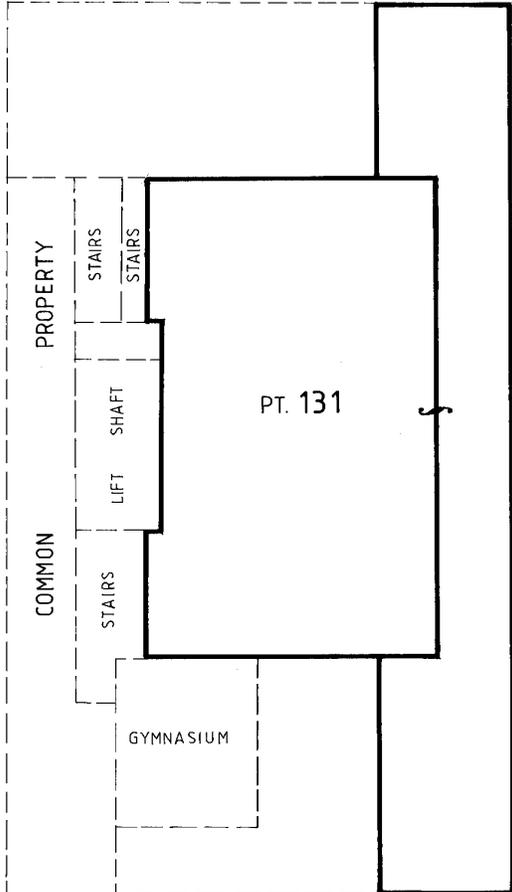
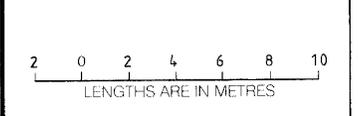


DIAGRAM 15
THIRTEENTH STOREY

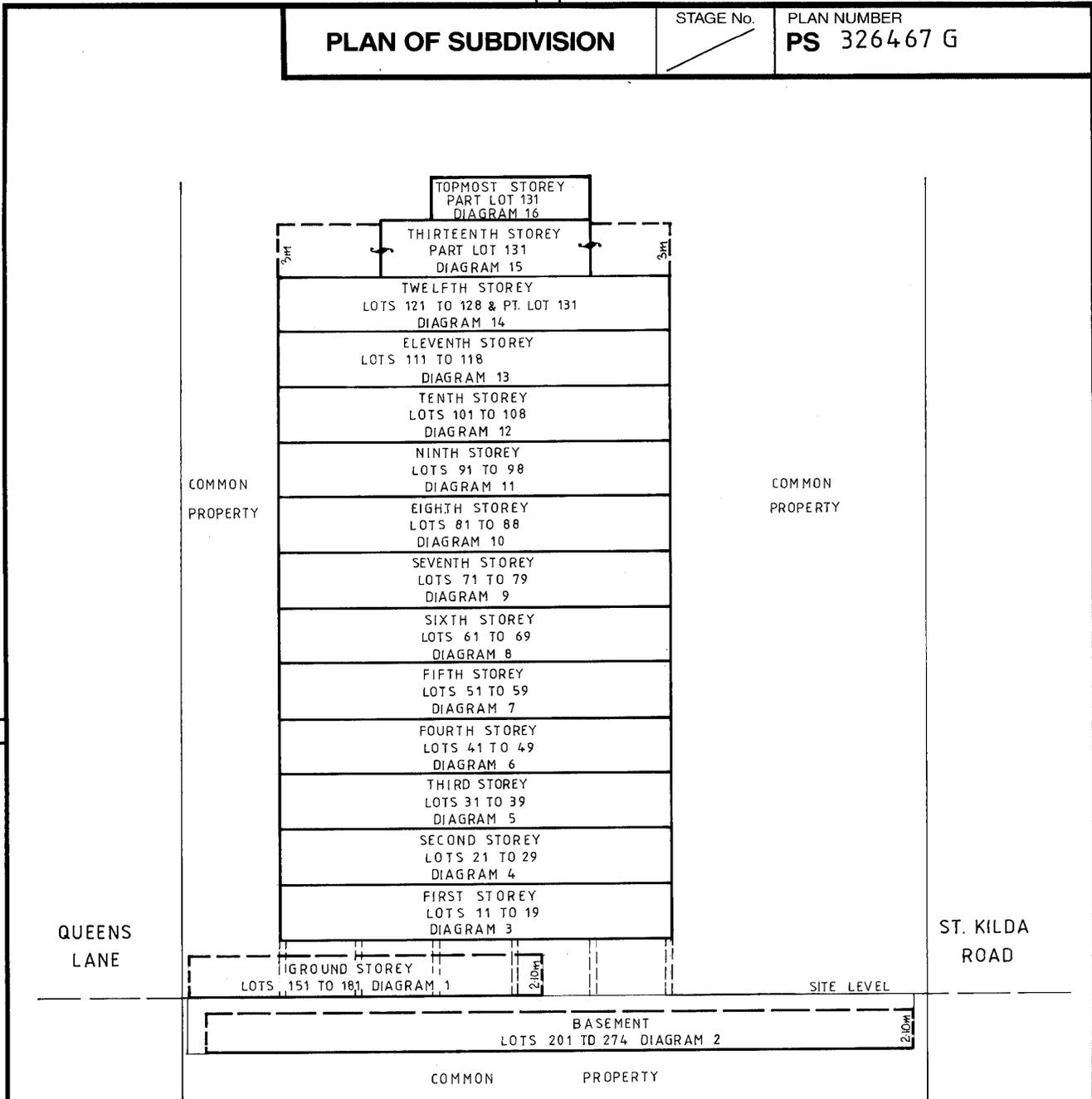
CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000 Ph. 670 8255
Fax. 602 3481



ORIGINAL
SCALE SHEET
1:200 A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

SHEET **18** OF **21** SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE



CROSS SECTION X - X'
 NOT TO SCALE

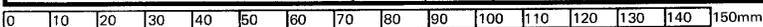
CULLIVER & SIM Pty. Ltd.
 LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax 602 3481

ORIGINAL
 SCALE SHEET
 SIZE
 A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

SHEET 19 OF 21 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE



PS326467G

**Owners corporation information
formerly contained on Sheets**

20, 21

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

Sheets

21

have been removed from this plan



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 24/02/2026 10:02:57 AM

**OWNERS CORPORATION
PLAN NO. PS326467G**

The land in PS326467G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 11 - 19, 21 - 29, 31 - 39, 41 - 49, 51 - 59, 61 - 69, 71 - 79, 81 - 88, 91 - 98, 101 - 108, 111 - 118, 121 - 128, 131, 151 - 181, 201 - 274.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE 2/6 GLENFERRIE ROAD MALVERN VIC 3144

AF431007R 26/10/2007

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. AJ093220M 26/07/2011

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 11	32	32
Lot 12	34	34
Lot 13	41	41
Lot 14	20	20
Lot 15	21	21



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 16	20	20
Lot 17	39	39
Lot 18	30	30
Lot 19	30	30
Lot 21	32	32
Lot 22	35	35
Lot 23	42	42
Lot 24	22	22
Lot 25	21	21
Lot 26	23	23
Lot 27	40	40
Lot 28	32	32
Lot 29	32	32
Lot 31	33	33
Lot 32	35	35
Lot 33	44	44
Lot 34	23	23
Lot 35	22	22
Lot 36	24	24
Lot 37	43	43
Lot 38	34	34
Lot 39	34	34
Lot 41	35	35
Lot 42	37	37
Lot 43	46	46
Lot 44	24	24
Lot 45	25	25
Lot 46	25	25
Lot 47	44	44



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 48	34	34
Lot 49	35	35
Lot 51	36	36
Lot 52	39	39
Lot 53	46	46
Lot 54	26	26
Lot 55	25	25
Lot 56	26	26
Lot 57	44	44
Lot 58	36	36
Lot 59	37	37
Lot 61	39	39
Lot 62	39	39
Lot 63	48	48
Lot 64	27	27
Lot 65	26	26
Lot 66	28	28
Lot 67	46	46
Lot 68	37	37
Lot 69	38	38
Lot 71	39	39
Lot 72	40	40
Lot 73	50	50
Lot 74	28	28
Lot 75	28	28
Lot 76	28	28
Lot 77	49	49
Lot 78	38	38
Lot 79	39	39



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 81	42	42
Lot 82	43	43
Lot 83	52	52
Lot 84	47	47
Lot 85	33	33
Lot 86	50	50
Lot 87	41	41
Lot 88	40	40
Lot 91	44	44
Lot 92	45	45
Lot 93	54	54
Lot 94	49	49
Lot 95	35	35
Lot 96	52	52
Lot 97	44	44
Lot 98	43	43
Lot 101	45	45
Lot 102	47	47
Lot 103	55	55
Lot 104	51	51
Lot 105	36	36
Lot 106	54	54
Lot 107	45	45
Lot 108	45	45
Lot 111	48	48
Lot 112	48	48
Lot 113	57	57
Lot 114	53	53
Lot 115	38	38



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 116	55	55
Lot 117	47	47
Lot 118	46	46
Lot 121	50	50
Lot 122	50	50
Lot 123	59	59
Lot 124	52	52
Lot 125	47	47
Lot 126	59	59
Lot 127	50	50
Lot 128	50	50
Lot 131	107	107
Lot 151	3	3
Lot 152	3	3
Lot 153	3	3
Lot 154	3	3
Lot 155	2	2
Lot 156	2	2
Lot 157	2	2
Lot 158	2	2
Lot 159	2	2
Lot 160	2	2
Lot 161	2	2
Lot 162	2	2
Lot 163	3	3
Lot 164	3	3
Lot 165	3	3
Lot 166	3	3
Lot 167	3	3



Department of Transport and Planning

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 168	2	2
Lot 169	2	2
Lot 170	2	2
Lot 171	2	2
Lot 172	2	2
Lot 173	2	2
Lot 174	2	2
Lot 175	2	2
Lot 176	2	2
Lot 177	2	2
Lot 178	2	2
Lot 179	2	2
Lot 180	2	2
Lot 181	2	2
Lot 201	4	4
Lot 202	4	4
Lot 203	4	4
Lot 204	4	4
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Lot 206	4	4
Lot 207	4	4
Lot 208	4	4
Lot 209	4	4
Lot 210	4	4
Lot 211	4	4
Lot 212	4	4
Lot 213	4	4
Lot 214	4	4
Lot 215	4	4



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 216	4	4
Lot 217	4	4
Lot 218	4	4
Lot 219	4	4
Lot 220	4	4
Lot 221	4	4
Lot 222	4	4
Lot 223	4	4
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Lot 237	4	4
Lot 238	4	4
Lot 239	4	4
Lot 240	4	4
Lot 241	4	4
Lot 242	4	4
Lot 243	4	4
Lot 244	4	4



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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 245	4	4
Lot 246	4	4
Lot 247	4	4
Lot 248	4	4
Lot 249	4	4
Lot 250	4	4
Lot 251	4	4
Lot 252	4	4
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Lot 266	4	4
Lot 267	4	4
Lot 268	4	4
Lot 269	4	4
Lot 270	4	4
Lot 271	4	4
Lot 272	4	4
Lot 273	4	4



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 274	4	4
Total	4500.00	4500.00

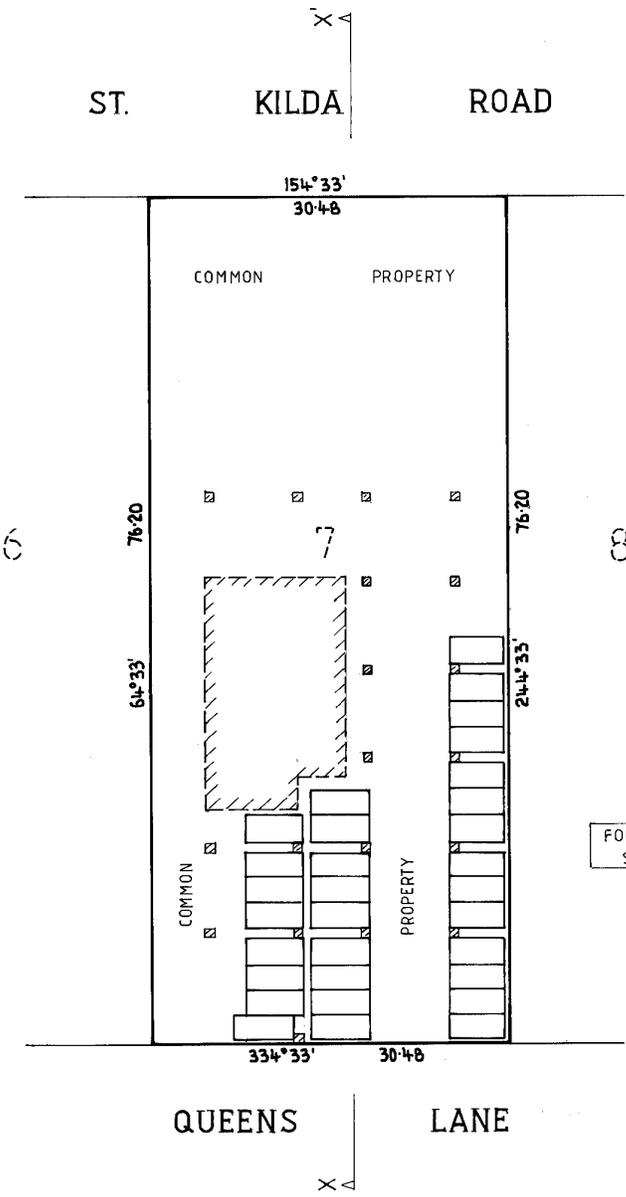
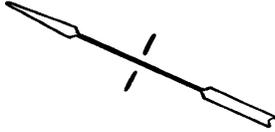
From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

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PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 1	PLAN NUMBER PS 326 467 G
LOCATION OF LAND PARISH: MELBOURNE SOUTH TOWNSHIP: SECTION: P CITY OF SOUTH MELBOURNE CROWN ALLOTMENT: 7 CROWN PORTION: LTO BASE RECORD: PARISH PLAN SHEET 6 (3084-D) TITLE REFERENCES: VOL. 3604 FOL. 630 LAST PLAN REFERENCE/S: POSTAL ADDRESS: 442 ST. KILDA ROAD (At time of subdivision) MELBOURNE 3004 AMG Co-ordinates E 321770 ZONE: 55 (of approx centre of land in plan) N 5810020		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CITY OF PORT PHILLIP REF: P/F 442 ST. KILDA ROAD 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6: / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 20/10/94 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
THE COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 40, 50, 60, 70, 80, 89, 90, 99, 100, 109, 110, 119, 120, 129, 130, 132 to 150 and 182 to 200 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.		NOTATIONS		
		STAGING This is/ is not a staged subdivision. Planning permit No. DEPTH LIMITATION DOES NOT APPLY LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES BETWEEN LOTS INTERIOR FACE: ALL OTHER BOUNDARIES LOWER BOUNDARIES: FLOOR UPPER BOUNDARIES: CEILING, OR LOT 131 WHERE NO CEILING EXISTS - 3 METRES ABOVE THE FLOOR, OR LOTS 151 TO 181 & LOTS 201 TO 274 - 2.10 METRES ABOVE THE FLOOR SURVEY THIS PLAN IS/ IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				LTO USE ONLY
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 OF SUBDIVISION				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
RECEIVED <input checked="" type="checkbox"/> DATE: 7/12/94				LTO USE ONLY PLAN REGISTERED TIME 2:30 DATE 14/12/94 Ian R. McLeod Assistant Registrar of Titles
SHEET 1 OF 21 SHEETS				DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CULLIVER & SIM Pty. Ltd. LICENSED SURVEYORS 358 LONSDALE STREET MELBOURNE 3000 Ph. 670 8255 Fax. 602 3481		LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY..... SIGNATURE DATE / / REF 10009 VERSION 1	 DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467G
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FOR ENLARGEMENT
SEE SHEET 3

DIAGRAM 1
GROUND LEVEL AND
GROUND STOREY

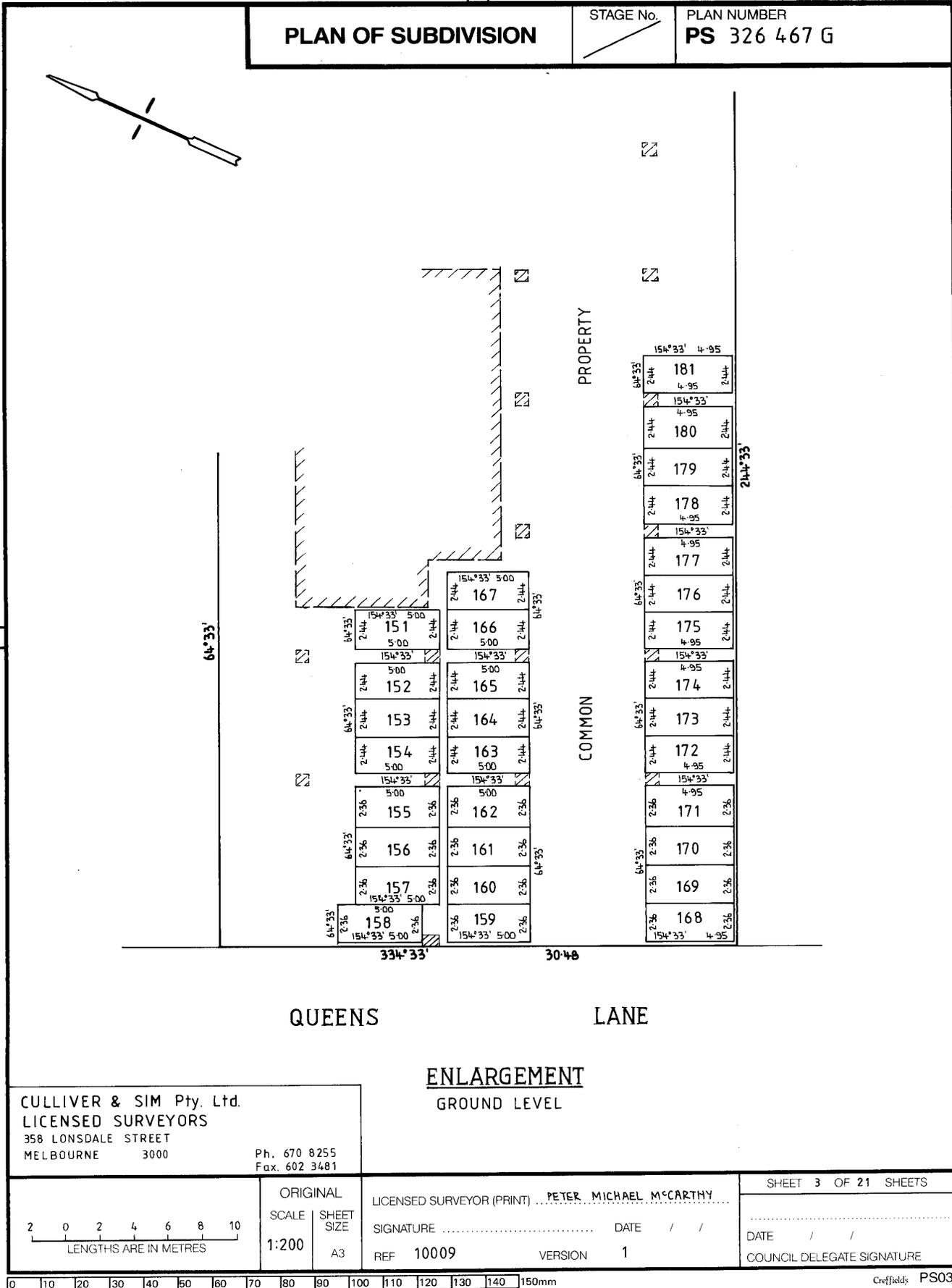
CULLIVER & SIM Pty.Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p style="font-size: 0.8em;">LENGTHS ARE IN METRES</p>	ORIGINAL SCALE SHEET SIZE 1:400 A3
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

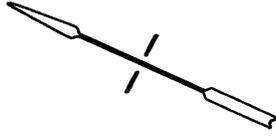
SHEET 2 OF 21 SHEETS

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE

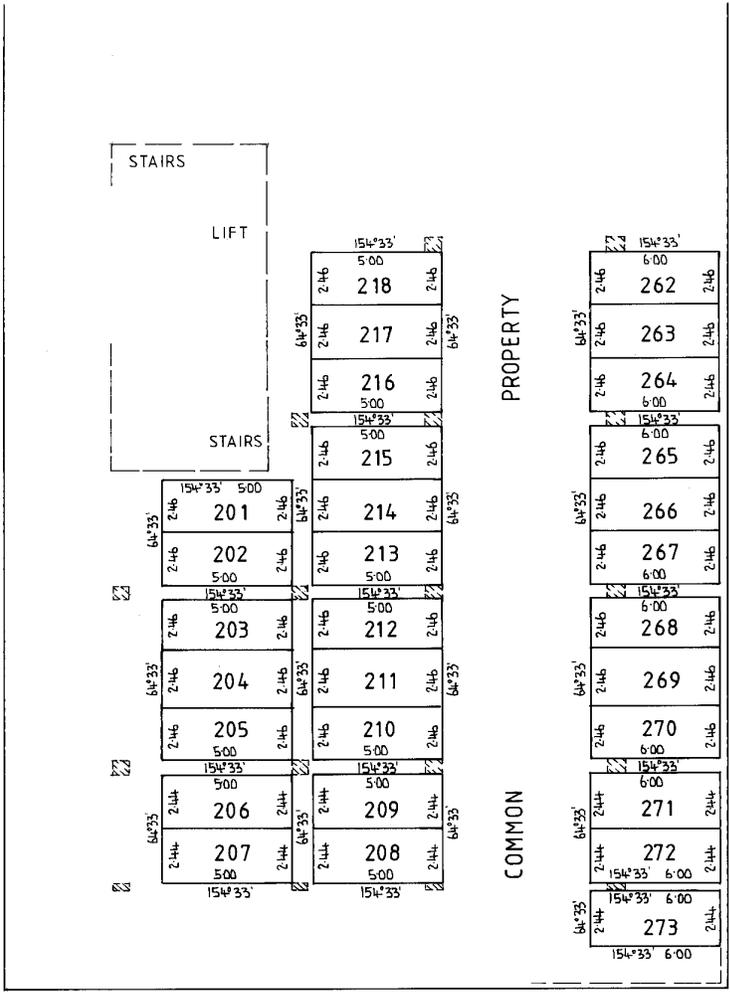


PLAN OF SUBDIVISION

STAGE No. _____
 PLAN NUMBER
PS 326 467 G



MATCHLINE
SEE SHEET 5

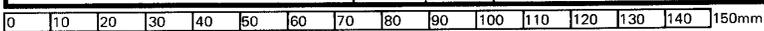


CULLIVER & SIM Pty. Ltd.
 LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481

ORIGINAL SCALE SHEET SIZE
1:200 A3

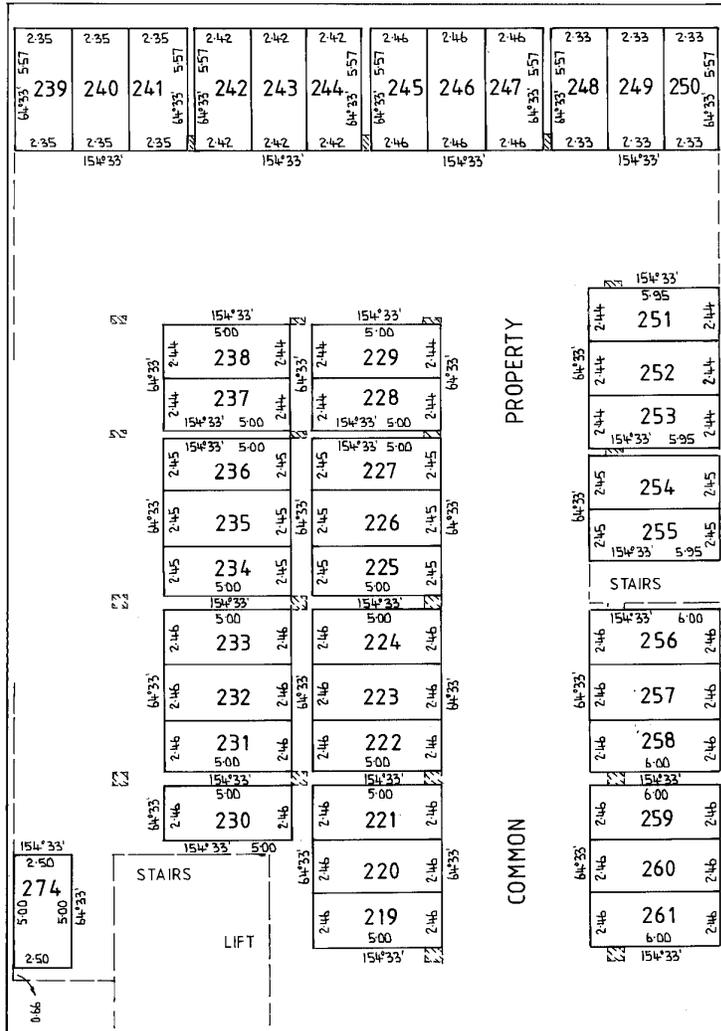
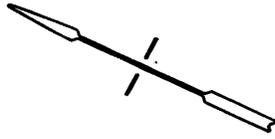
LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE _____ DATE / /
 REF **10009** VERSION **1**

SHEET **4** OF 21 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION

STAGE No. _____
PLAN NUMBER
PS 326 467G



MATCHLINE
SEE SHEET 4

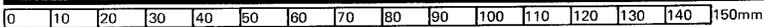
DIAGRAM 2 (PART)
BASEMENT

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

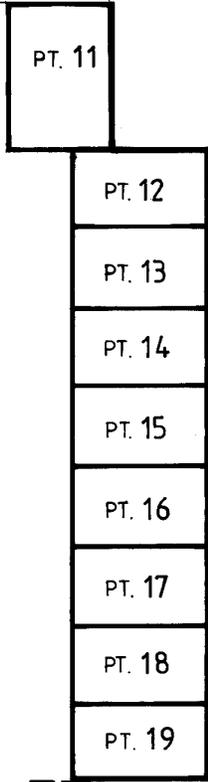
ORIGINAL SCALE SHEET SIZE
1:200 A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE _____ DATE / /
REF **10009** VERSION **1**

SHEET 5 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE _____



PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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SCALE 1:50

← ENLARGEMENT

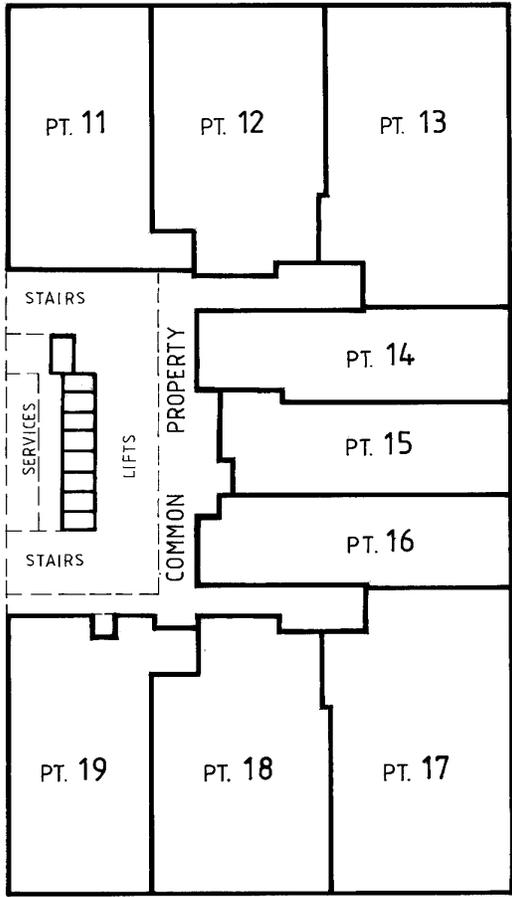


DIAGRAM 3
FIRST STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE 1:200	SHEET SIZE A3
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LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY	
SIGNATURE	DATE / /
REF 10009	VERSION 1

SHEET 6 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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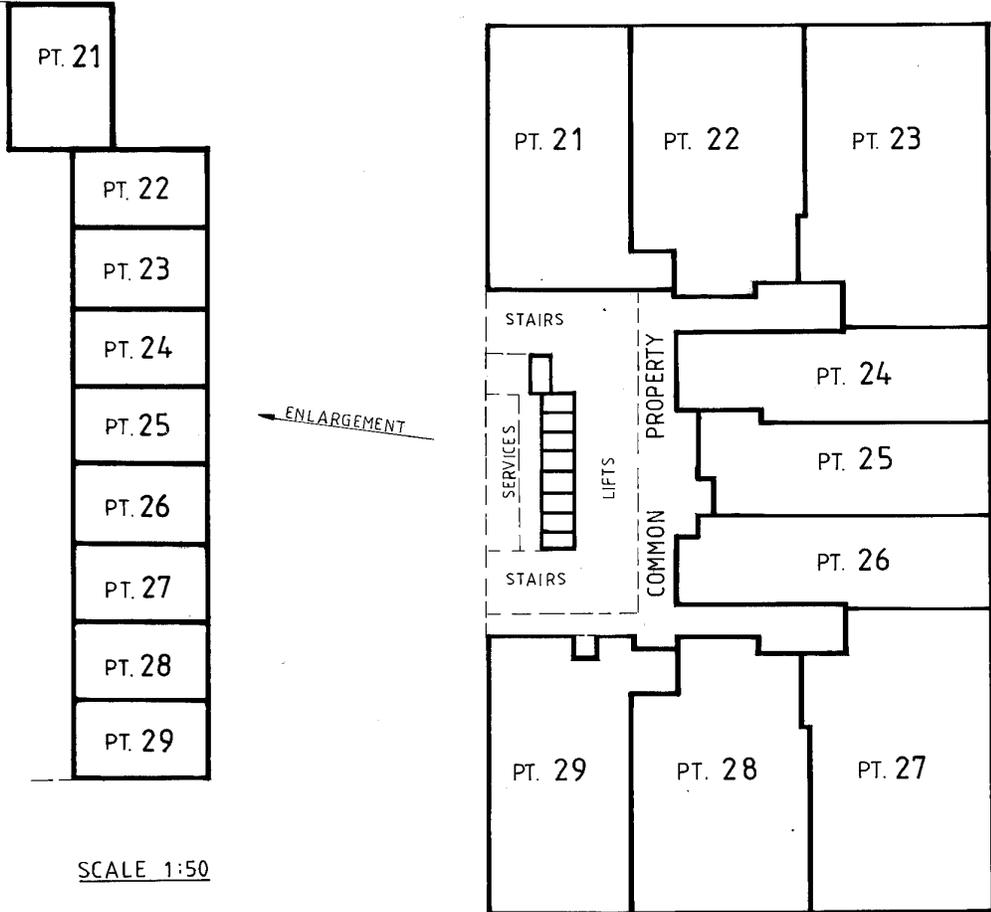
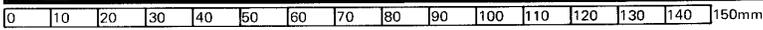


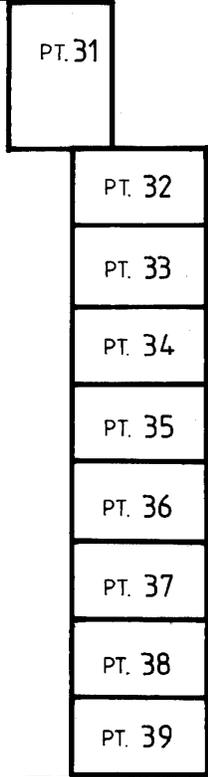
DIAGRAM 4
SECOND STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481

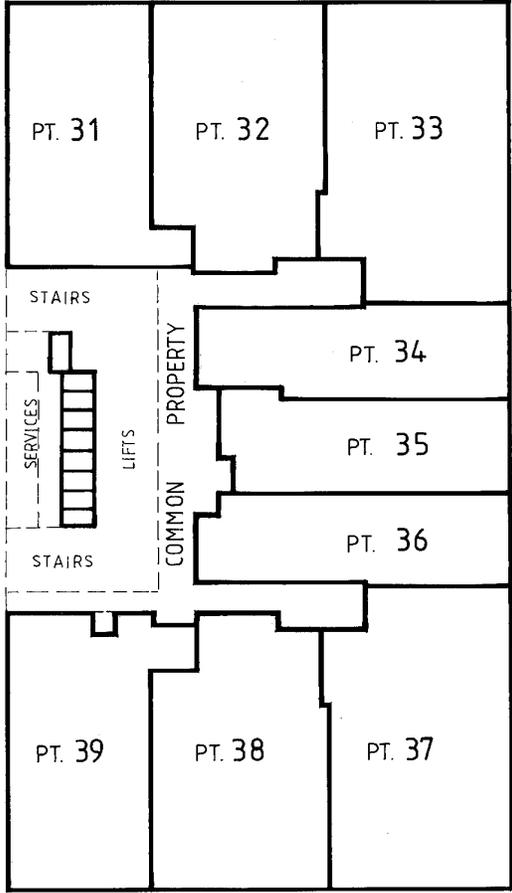
ORIGINAL SCALE 1: 200 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY	SHEET 7 OF 21 SHEETS
	SIGNATURE DATE / / REF 10009 VERSION 1	DATE / / COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT



SCALE 1:50

DIAGRAM 5
THIRD STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000 Ph. 670 8255
 Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE 1:200 SHEET SIZE A3
------------------------------	--

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**

SIGNATURE DATE / /

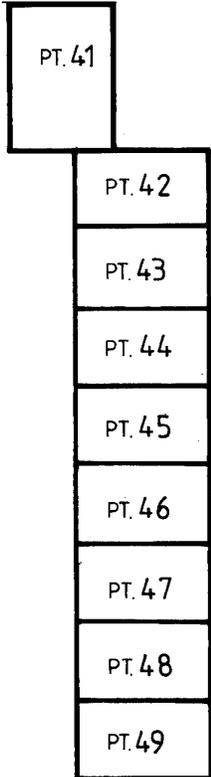
REF **10009** VERSION **1**

SHEET 8 OF 21 SHEETS

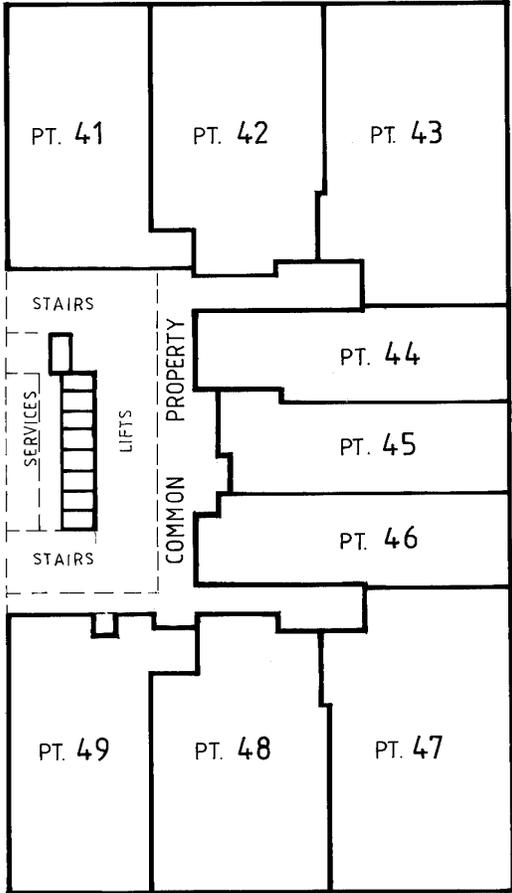
DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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ENLARGEMENT →



SCALE 1:50

DIAGRAM 6
FOURTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000 Ph. 670 8255
 Fax. 602 3481

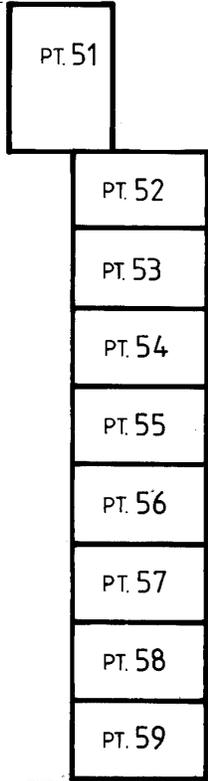
<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE 1:200 SHEET SIZE A3
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF 10009 VERSION 1

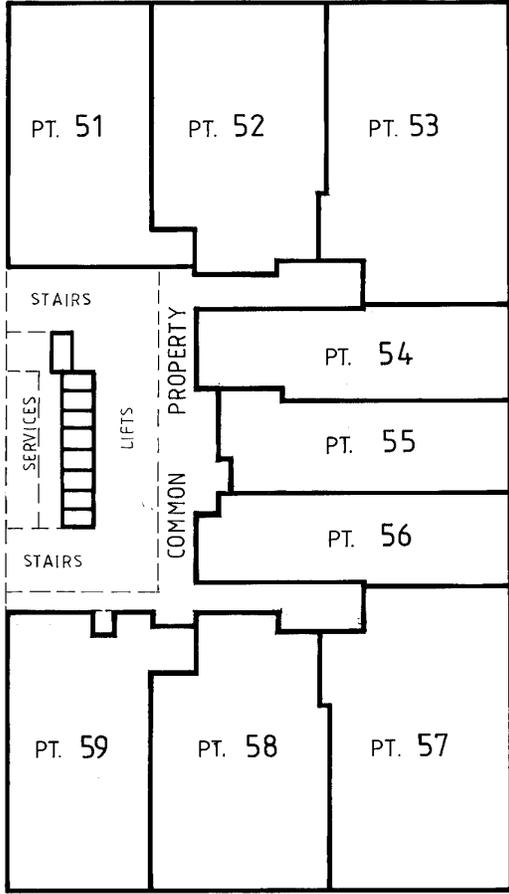
SHEET 9 OF 21 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT



SCALE 1:50

DIAGRAM 7
FIFTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

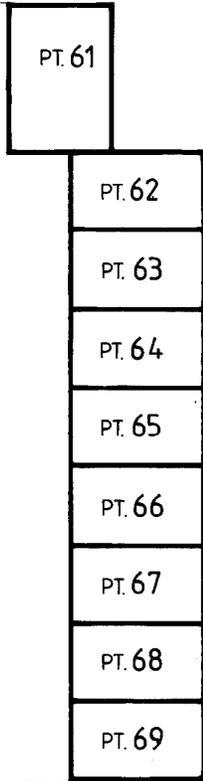
<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE SHEET 1:200 SIZE A3
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

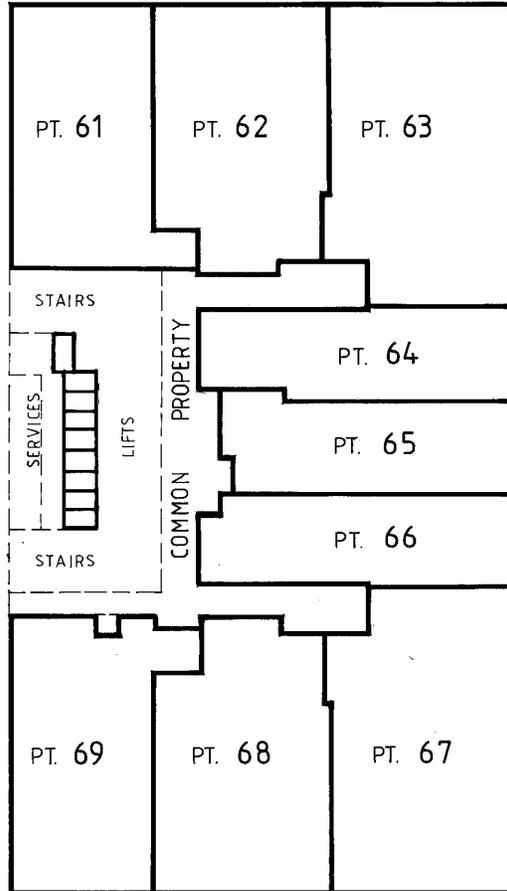
SHEET 10 OF 21 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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ENLARGEMENT →



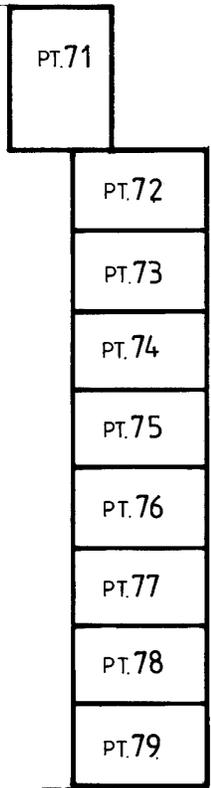
SCALE 1:50

DIAGRAM 8
SIXTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY	SHEET 11 OF 21 SHEETS
	1:200	A3	SIGNATURE DATE / /	DATE / /
			REF 10009 VERSION 1	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT

SCALE 1:50

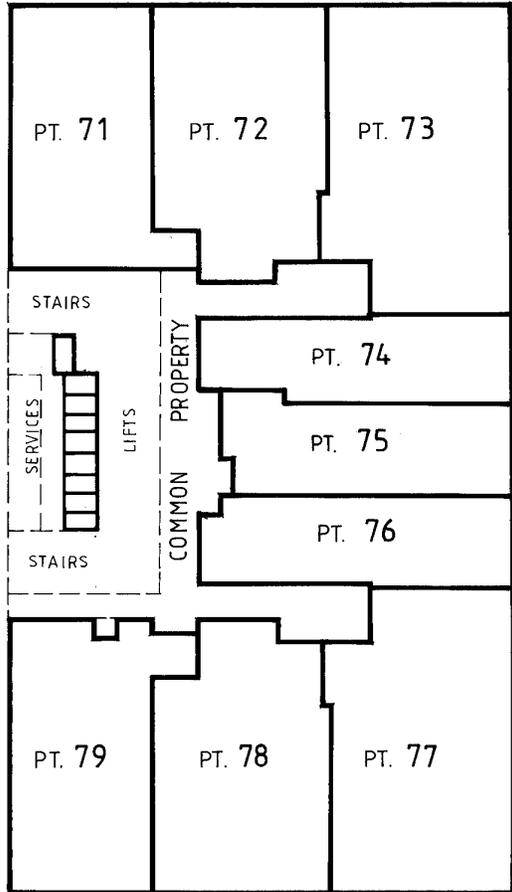
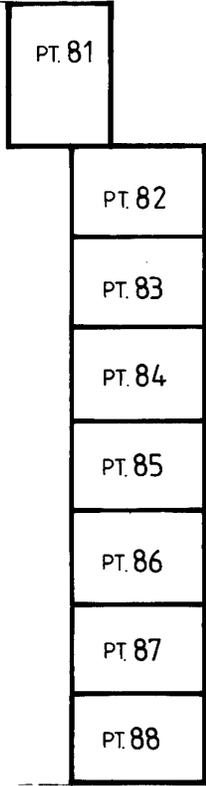


DIAGRAM 9
SEVENTH STOREY

CULLIVER & SIM Pty Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY SIGNATURE DATE / / REF 10009 VERSION 1	SHEET 12 OF 21 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT

SCALE 1:50

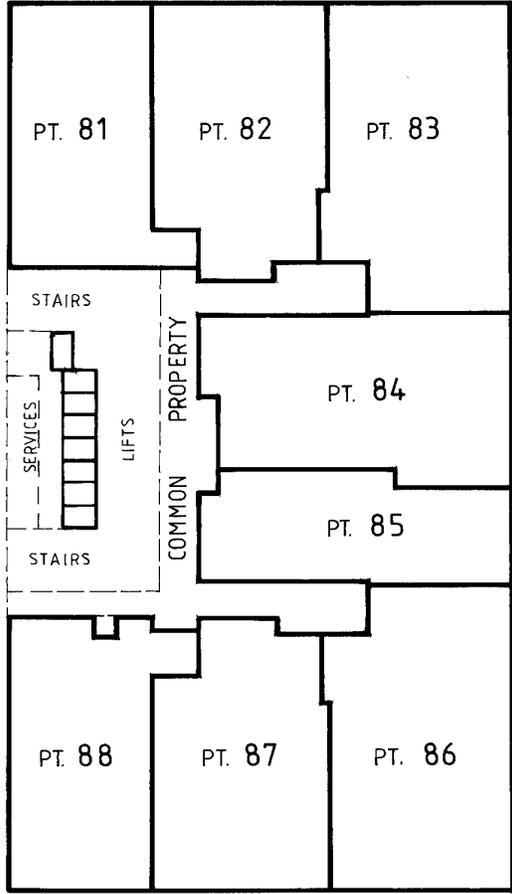
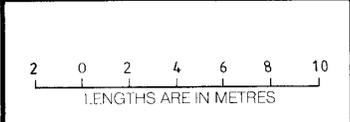


DIAGRAM 10
EIGHTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481

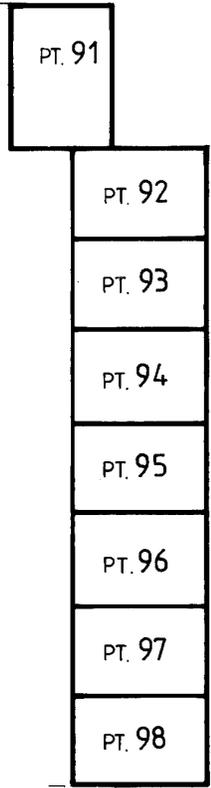


ORIGINAL
 SCALE 1:200
 SHEET SIZE A3

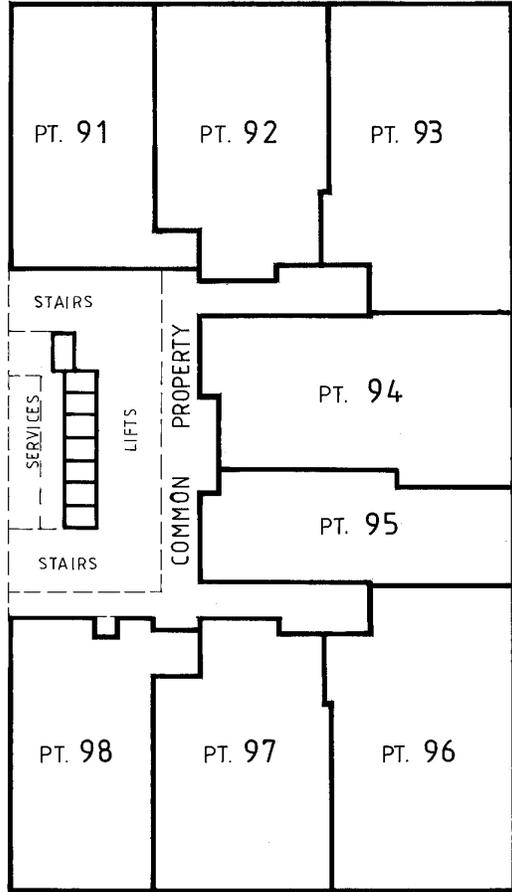
LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY
 SIGNATURE DATE / /
 REF 10009 VERSION 1

SHEET 13 OF 21 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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← ENLARGEMENT



SCALE 1:50

DIAGRAM 11
NINTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481

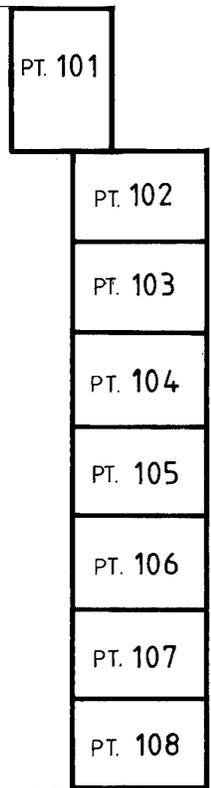
<p>LENGTHS ARE IN METRES</p>	ORIGINAL SCALE SHEET 1:200 A3
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LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

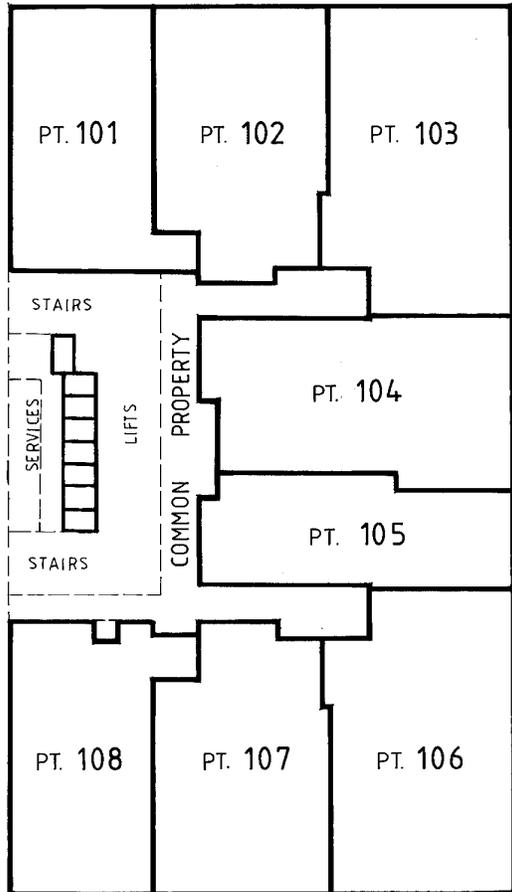
SHEET 14 OF 21 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 326 467 G
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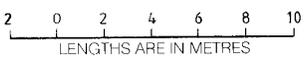
← ENLARGEMENT



SCALE 1:50

DIAGRAM 12
TENTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax. 602 3481



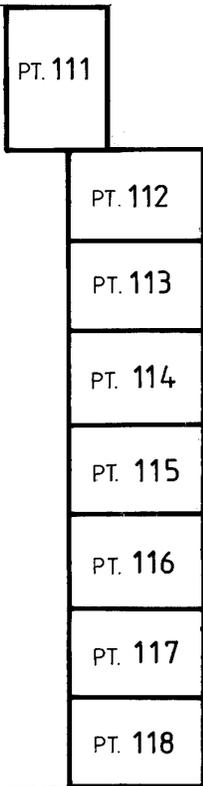
ORIGINAL
 SCALE 1:200
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE DATE / /
 REF **10009** VERSION **1**

SHEET 15 OF 21 SHEETS

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 326 467 G
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SCALE 1:50

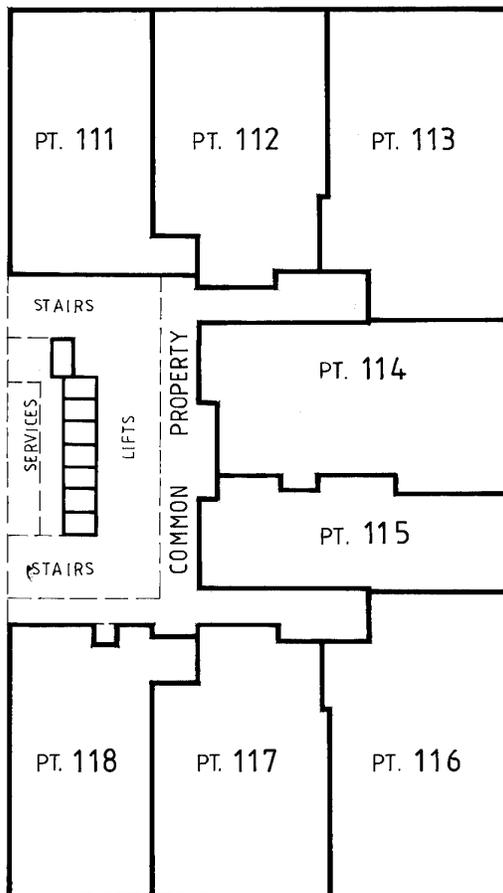


DIAGRAM 13
ELEVENTH STOREY

CULLIVER & SIM Pty. Ltd.
 LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000 Ph. 670 8255
 Fax. 602 3481

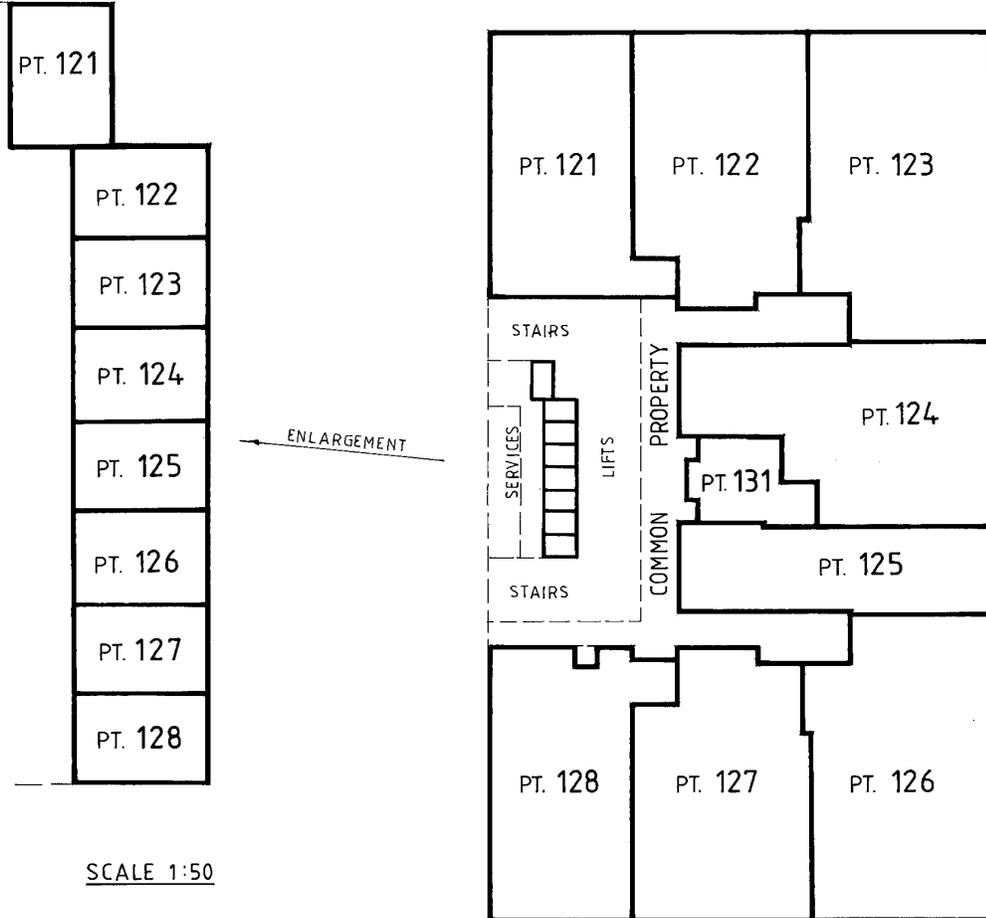


ORIGINAL
 SCALE SHEET
 1:200 A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
 SIGNATURE _____ DATE / /
 REF 10009 VERSION 1

SHEET 16 OF 21 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE _____

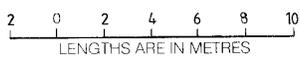
PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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SCALE 1:50

DIAGRAM 14
TWELFTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000
Ph. 670 8255
Fax. 602 3481



ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF 10009 VERSION 1

SHEET 17 OF 21 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326 467 G
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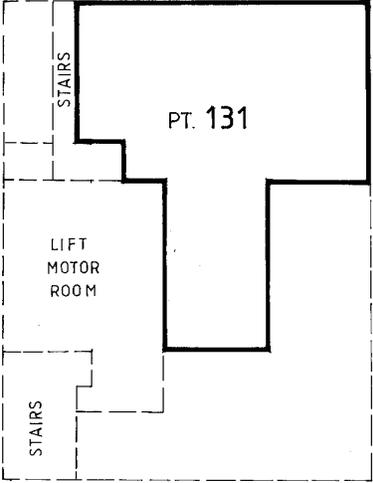


DIAGRAM 16
TOPMOST STOREY

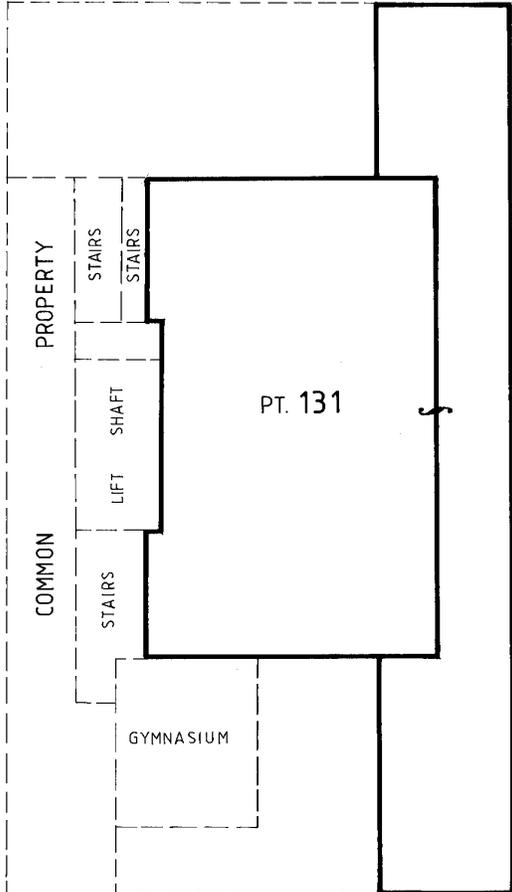


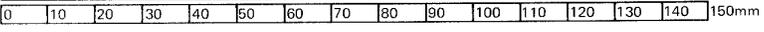
DIAGRAM 15
THIRTEENTH STOREY

CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
358 LONSDALE STREET
MELBOURNE 3000 Ph. 670 8255
Fax. 602 3481

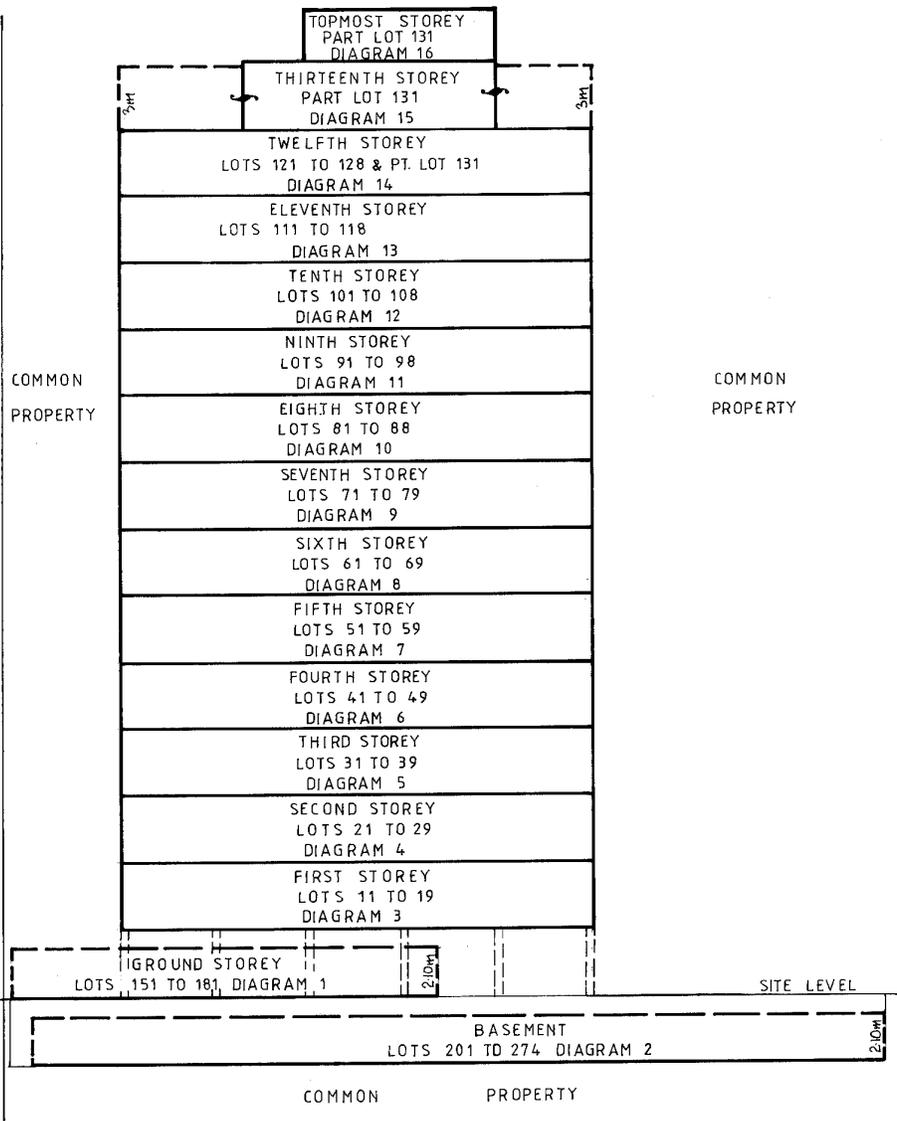
ORIGINAL
SCALE: 1:200 SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) **PETER MICHAEL MCCARTHY**
SIGNATURE DATE / /
REF **10009** VERSION **1**

SHEET 18 OF 21 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE



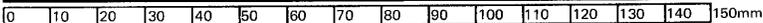
PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 326467 G
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CULLIVER & SIM Pty. Ltd.
LICENSED SURVEYORS
 358 LONSDALE STREET
 MELBOURNE 3000
 Ph. 670 8255
 Fax 602 3481

ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) PETER MICHAEL MCCARTHY SIGNATURE DATE / / REF 10009 VERSION 1
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SHEET 19 OF 21 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE



PS326467G

**Owners corporation information
formerly contained on Sheets**

20, 21

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

Sheets

21

have been removed from this plan



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 24/02/2026 10:02:57 AM

**OWNERS CORPORATION
PLAN NO. PS326467G**

The land in PS326467G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 11 - 19, 21 - 29, 31 - 39, 41 - 49, 51 - 59, 61 - 69, 71 - 79, 81 - 88, 91 - 98, 101 - 108, 111 - 118, 121 - 128, 131, 151 - 181, 201 - 274.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE 2/6 GLENFERRIE ROAD MALVERN VIC 3144

AF431007R 26/10/2007

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. AJ093220M 26/07/2011

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 11	32	32
Lot 12	34	34
Lot 13	41	41
Lot 14	20	20
Lot 15	21	21



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 16	20	20
Lot 17	39	39
Lot 18	30	30
Lot 19	30	30
Lot 21	32	32
Lot 22	35	35
Lot 23	42	42
Lot 24	22	22
Lot 25	21	21
Lot 26	23	23
Lot 27	40	40
Lot 28	32	32
Lot 29	32	32
Lot 31	33	33
Lot 32	35	35
Lot 33	44	44
Lot 34	23	23
Lot 35	22	22
Lot 36	24	24
Lot 37	43	43
Lot 38	34	34
Lot 39	34	34
Lot 41	35	35
Lot 42	37	37
Lot 43	46	46
Lot 44	24	24
Lot 45	25	25
Lot 46	25	25
Lot 47	44	44



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 48	34	34
Lot 49	35	35
Lot 51	36	36
Lot 52	39	39
Lot 53	46	46
Lot 54	26	26
Lot 55	25	25
Lot 56	26	26
Lot 57	44	44
Lot 58	36	36
Lot 59	37	37
Lot 61	39	39
Lot 62	39	39
Lot 63	48	48
Lot 64	27	27
Lot 65	26	26
Lot 66	28	28
Lot 67	46	46
Lot 68	37	37
Lot 69	38	38
Lot 71	39	39
Lot 72	40	40
Lot 73	50	50
Lot 74	28	28
Lot 75	28	28
Lot 76	28	28
Lot 77	49	49
Lot 78	38	38
Lot 79	39	39



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 81	42	42
Lot 82	43	43
Lot 83	52	52
Lot 84	47	47
Lot 85	33	33
Lot 86	50	50
Lot 87	41	41
Lot 88	40	40
Lot 91	44	44
Lot 92	45	45
Lot 93	54	54
Lot 94	49	49
Lot 95	35	35
Lot 96	52	52
Lot 97	44	44
Lot 98	43	43
Lot 101	45	45
Lot 102	47	47
Lot 103	55	55
Lot 104	51	51
Lot 105	36	36
Lot 106	54	54
Lot 107	45	45
Lot 108	45	45
Lot 111	48	48
Lot 112	48	48
Lot 113	57	57
Lot 114	53	53
Lot 115	38	38



Department of Transport and Planning

Owners Corporation Search Report

Produced: 24/02/2026 10:02:57 AM

**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 116	55	55
Lot 117	47	47
Lot 118	46	46
Lot 121	50	50
Lot 122	50	50
Lot 123	59	59
Lot 124	52	52
Lot 125	47	47
Lot 126	59	59
Lot 127	50	50
Lot 128	50	50
Lot 131	107	107
Lot 151	3	3
Lot 152	3	3
Lot 153	3	3
Lot 154	3	3
Lot 155	2	2
Lot 156	2	2
Lot 157	2	2
Lot 158	2	2
Lot 159	2	2
Lot 160	2	2
Lot 161	2	2
Lot 162	2	2
Lot 163	3	3
Lot 164	3	3
Lot 165	3	3
Lot 166	3	3
Lot 167	3	3



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 168	2	2
Lot 169	2	2
Lot 170	2	2
Lot 171	2	2
Lot 172	2	2
Lot 173	2	2
Lot 174	2	2
Lot 175	2	2
Lot 176	2	2
Lot 177	2	2
Lot 178	2	2
Lot 179	2	2
Lot 180	2	2
Lot 181	2	2
Lot 201	4	4
Lot 202	4	4
Lot 203	4	4
Lot 204	4	4
Lot 205	4	4
Lot 206	4	4
Lot 207	4	4
Lot 208	4	4
Lot 209	4	4
Lot 210	4	4
Lot 211	4	4
Lot 212	4	4
Lot 213	4	4
Lot 214	4	4
Lot 215	4	4



Department of Transport and Planning

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 216	4	4
Lot 217	4	4
Lot 218	4	4
Lot 219	4	4
Lot 220	4	4
Lot 221	4	4
Lot 222	4	4
Lot 223	4	4
Lot 224	4	4
Lot 225	4	4
Lot 226	4	4
Lot 227	4	4
Lot 228	4	4
Lot 229	4	4
Lot 230	4	4
Lot 231	4	4
Lot 232	4	4
Lot 233	4	4
Lot 234	4	4
Lot 235	4	4
Lot 236	4	4
Lot 237	4	4
Lot 238	4	4
Lot 239	4	4
Lot 240	4	4
Lot 241	4	4
Lot 242	4	4
Lot 243	4	4
Lot 244	4	4



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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 245	4	4
Lot 246	4	4
Lot 247	4	4
Lot 248	4	4
Lot 249	4	4
Lot 250	4	4
Lot 251	4	4
Lot 252	4	4
Lot 253	4	4
Lot 254	4	4
Lot 255	4	4
Lot 256	4	4
Lot 257	4	4
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Lot 260	4	4
Lot 261	4	4
Lot 262	4	4
Lot 263	4	4
Lot 264	4	4
Lot 265	4	4
Lot 266	4	4
Lot 267	4	4
Lot 268	4	4
Lot 269	4	4
Lot 270	4	4
Lot 271	4	4
Lot 272	4	4
Lot 273	4	4



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS326467G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 274	4	4
Total	4500.00	4500.00

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

Statement End.

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Marshalls & Dent - 1187X

Planning



T455607S

091294 1110 173 \$59 T455607S

Lodged by: MARSHALLS & DENT

Code: 1187X

VICTORIA

APPLICATION BY THE OWNER ON BEHALF OF THE RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Owner on behalf of the Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate of Title to the land referred to.

LAND

1026 Folio 985 - 997 (bi)
Certificate of Title Volume 3604 Folio-630
10297 Folio 000 - 194 (bi)

ADDRESS OF THE LAND

442 St Kilda Road, Melbourne

Marshalls & Dent
7.5.1994

RESPONSIBLE AUTHORITY

CITY OF PORT PHILLIP
of Bank Street, South Melbourne 3205

AMENDED
11 JAN 1995
With consent of
Solicitor for Applicant
JD

PLANNING SCHEME

South Melbourne Planning Scheme

AGREEMENT DATE

6 December 1994

AGREEMENT WITH

BRIGALOW NOMINEES PTY LTD
A.C.N. 004 931 668 the registered
office of which is situate at Level
10, 11 Queens Road, Melbourne 3004

A copy of the Agreement is attached to this Application.

ON BEHALF OF THE CITY OF PORT PHILLIP

Jeffrey P
MANAGER, URBAN PLANNING

Marshalls & Dent
MARSHALLS & DENT
Solicitors and Agents for the Owner
Date: 7 December 1994

jeffreyp/932716/archive/s181applic

LJE 10/1/95.

The Registrar of Titles,

Please register this Application and upon completion

issue all Titles affected by same to ~~Bank of Singapore~~

~~(Australia) Limited~~ controlling party, Carr Chambers Wengath, 601
Bowke Street, Melbourne 3000.

Carr Chambers Wengath

customer code: 677 K

THIS ³⁹ T455607S e the 6th day of December 1994.

BETWEEN: CITY OF PORT PHILLIP of Bank Street, South Melbourne in the State of Victoria (hereinafter called "the Responsible Authority")

of the first part

AND: BRIGALOW NOMINEES PTY LTD A.C.N. 004 931 668 the registered office of which is situate at Level 10, 11 Queens Road, Melbourne in the said State (hereinafter called "the Owner")

of the second part

WHEREAS:

- A. The Responsible Authority has granted Planning Permit No. S4763 ("the Permit") to use the land situate at and described as 442 St Kilda Road, Melbourne in the said State of the purpose of a subdivision.
- B. A condition of the Permit stipulates, inter alia, that:
"A minimum of one car parking space shall be assigned to each residential lot to the satisfaction of the Responsible Authority."
- C. The Owner has agreed to comply with the requirements of the aforesaid condition of the Permit.
- D. The Owner is the registered proprietor of the land being the subject of the Permit and being more particularly described as the land contained in Certificate of Title Volume 3604 Folio 630 and shall mean and include any subsequent owners of the said land or any part thereof.

jeffreyp/932716/archive/s173agree

- 2 -

E. The Responsible Authority has certified pursuant to the provisions of the Subdivision Act 1988 Plan of Subdivision No. PS326467G ("the Plan of Subdivision") affecting the said land.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.
2. The Owner and the Responsible Authority acknowledge that the objective of this Agreement is to ensure that continuing car parking facilities are provided for the occupants of the said land.
3. The covenants of the Owner and the Responsible Authority specified in this Agreement shall bind them respectively.
4. The Owner agrees not to transfer, mortgage, charge, lease or sub-lease, vest or otherwise dispose of any lot in the Plan of Subdivision referred to in Column A of the Schedule herein unless the subject matter of the transfer, mortgage, charge, lease, sub-lease, vesting or disposition (as the case may be) includes the corresponding lot in the Plan of Subdivision listed in Column B of the Schedule herein.
5. The costs associated with the preparation of this Agreement and subsequent lodgement at the Land Titles

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Office and eventual removal (such removal being with the consent of the Responsible Authority only) of the covenant shall be paid by the Owner.

6. The Owner shall make application to the Registrar of Titles pursuant to Section 181 of the Planning and Environment Act 1987 forthwith after the coming into effect of this Agreement which is intended by the parties to run with the land affected.

7. This Agreement shall come into operation and effect upon the issue by the Responsible Authority of a statement of compliance pursuant to Section 21 of the Subdivision Act 1988.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE CITY OF PORT PHILLIP was hereunto affixed in the presence of:



[Handwritten signature]

Chairman of Commissioners

[Handwritten signature]

Chief Executive Officer

THE COMMON SEAL of BRIGALOW NOMINEES PTY LTD was hereunto affixed in accordance with its Articles of Association in the presence of:



[Handwritten signature]

Director

[Handwritten signature]

Director/Secretary

jeffreyp/932716/archive/s173agree

SCHEDULE

Column A	Column B	Column A	Column B
Lot No. 11	Lot No. 158	Lot No. 71	Lot No. 254
Lot No. 12	Lot No. 157	Lot No. 72	Lot No. 253
Lot No. 13	Lot No. 156	Lot No. 73	Lot No. 252
Lot No. 14	Lot No. 155	Lot No. 74	Lot No. 251
Lot No. 15	Lot No. 159	Lot No. 75	Lot No. 268
Lot No. 16	Lot No. 160	Lot No. 76	Lot No. 223
Lot No. 17	Lot No. 161	Lot No. 77	Lot No. 224
Lot No. 18	Lot No. 162	Lot No. 78	Lot No. 225
Lot No. 19	Lot No. 168	Lot No. 79	Lot No. 226
Lot No. 21	Lot No. 169	Lot No. 81	Lot No. 262
Lot No. 22	Lot No. 170	Lot No. 82	Lot No. 261
Lot No. 23	Lot No. 171	Lot No. 83	Lot No. 260
Lot No. 24	Lot No. 172	Lot No. 84	Lot No. 259
Lot No. 25	Lot No. 173	Lot No. 85	Lot No. 258
Lot No. 26	Lot No. 174	Lot No. 86	Lot No. 257
Lot No. 27	Lot No. 175	Lot No. 87	Lot No. 256
Lot No. 28	Lot No. 176	Lot No. 88	Lot No. 255
Lot No. 29	Lot No. 177	Lot No. 91	Lot No. 270
Lot No. 01	Lot No. 178	Lot No. 92	Lot No. 269
Lot No. 32	Lot No. 179	Lot No. 93	Lot No. 222
Lot No. 33	Lot No. 180	Lot No. 94	Lot No. 267
Lot No. 34	Lot No. 181	Lot No. 95	Lot No. 266
Lot No. 35	Lot No. 154	Lot No. 96	Lot No. 265
Lot No. 36	Lot No. 153	Lot No. 97	Lot No. 264
Lot No. 37	Lot No. 152	Lot No. 98	Lot No. 263
Lot No. 38	Lot No. 151	Lot No. 101	Lot No. 206
Lot No. 39	Lot No. 163	Lot No. 102	Lot No. 207
Lot No. 41	Lot No. 164	Lot No. 103	Lot No. 208
Lot No. 42	Lot No. 165	Lot No. 104	Lot No. 209
Lot No. 43	Lot No. 166	Lot No. 105	Lot No. 210
Lot No. 44	Lot No. 167	Lot No. 106	Lot No. 273
Lot No. 45	Lot No. 235	Lot No. 107	Lot No. 272
Lot No. 46	Lot No. 234	Lot No. 108	Lot No. 271
Lot No. 47	Lot No. 233	Lot No. 111	Lot No. 201
Lot No. 48	Lot No. 232	Lot No. 112	Lot No. 202
Lot No. 49	Lot No. 231	Lot No. 113	Lot No. 203
Lot No. 51	Lot No. 244	Lot No. 114	Lot No. 204
Lot No. 52	Lot No. 243	Lot No. 115	Lot No. 205
Lot No. 53	Lot No. 242	Lot No. 116	Lot No. 213
Lot No. 54	Lot No. 241	Lot No. 117	Lot No. 212
Lot No. 55	Lot No. 240	Lot No. 118	Lot No. 211
Lot No. 56	Lot No. 239	Lot No. 121	Lot No. 221
Lot No. 57	Lot No. 238	Lot No. 122	Lot No. 220
Lot No. 58	Lot No. 237	Lot No. 123	Lot No. 219
Lot No. 59	Lot No. 236	Lot No. 124	Lot No. 218
Lot No. 61	Lot No. 227	Lot No. 125	Lot No. 217
Lot No. 62	Lot No. 228	Lot No. 126	Lot No. 216
Lot No. 63	Lot No. 229	Lot No. 127	Lot No. 215
Lot No. 64	Lot No. 250	Lot No. 128	Lot No. 214
Lot No. 65	Lot No. 249	Lot No. 131	Lot Nos. 230/274
Lot No. 66	Lot No. 248		
Lot No. 67	Lot No. 247		
Lot No. 68	Lot No. 246		
Lot No. 69	Lot No. 245		

DATED 6 DECEMBER 1994

CITY OF PORT PHILLIP
(the "Responsible Authority")

BRIGALOW NOMINEES PTY LTD
("the Owner")

AGREEMENT PURSUANT TO
SECTION 173 OF THE
PLANNING AND ENVIRONMENT
ACT 1987

MARSHALLS & DENT
Lawyers
Level 12
459 Little Collins Street
MELBOURNE 3000

DX 213 Melbourne
Tel: (03) 670 5000
Fax: (03) 642 0409
Ref: JSP: 93 2716

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1228134

APPLICANT'S NAME & ADDRESS

WK LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

MUNDISUGIH, JUAN FEBRAGON

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

356689

This certificate is issued for:

LOT 273 PLAN PS326467, LOT 106 PLAN PS326467 ALSO KNOWN AS 1006/442 ST KILDA ROAD MELBOURNE
PORT PHILLIP CITY

The land is covered by the:

PORT PHILLIP PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-5A
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
<https://planning-schemes.app.planning.vic.gov.au/portphillip>

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

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

24 February 2026

Sonya Kilkenny
Minister for Planning

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.

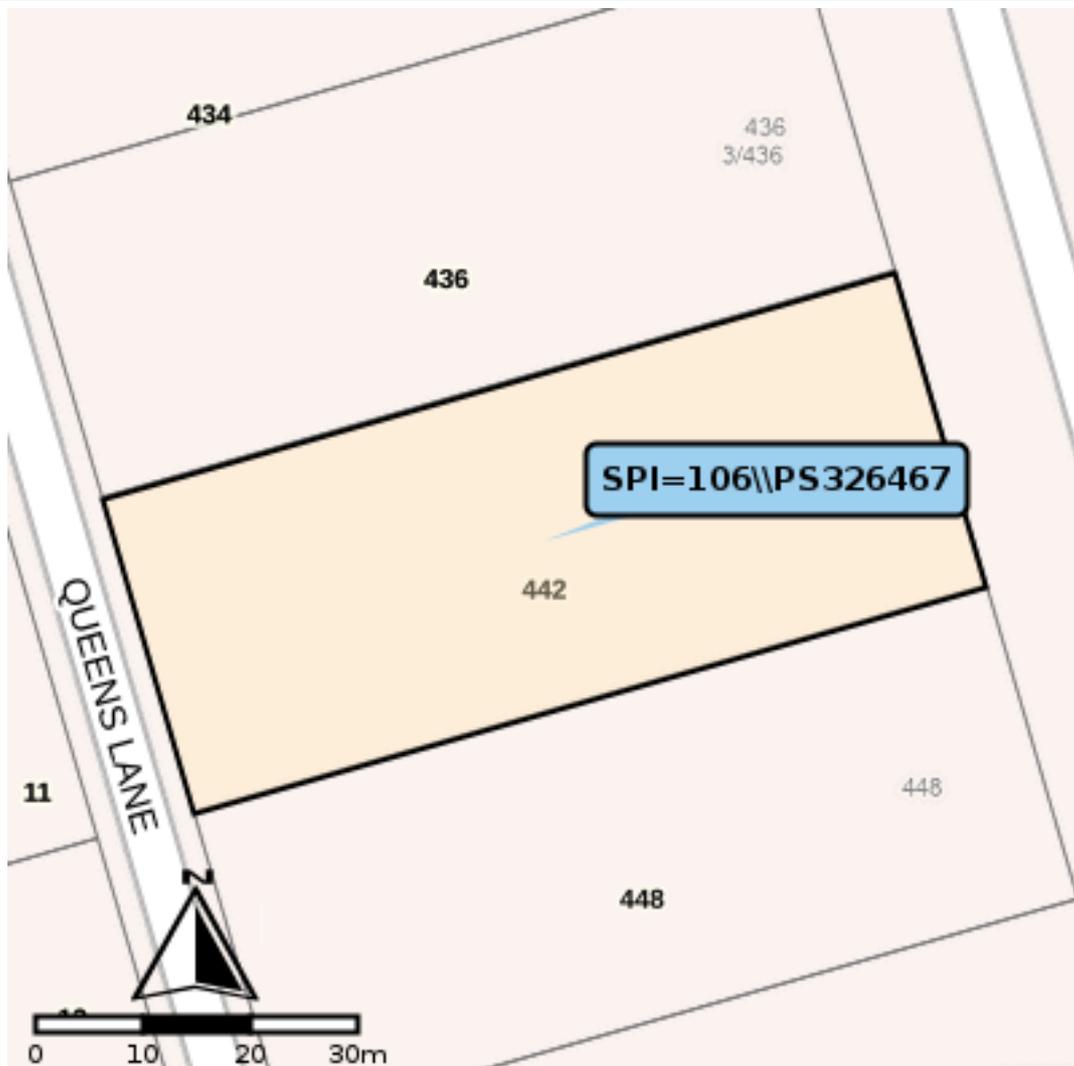
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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



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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.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 11 March 2026 11:23 AM

PROPERTY DETAILS

Address: **1006/442 ST KILDA ROAD MELBOURNE 3004**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **PORT PHILLIP**

Council Property Number: **192749**

Planning Scheme: **Port Phillip**

Directory Reference: **Melway 2K K5**

www.portphillip.vic.gov.au

[Planning Scheme - Port Phillip](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **PRAHRAN**

OTHER

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

Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

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



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

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

PLANNING PROPERTY REPORT: 1006/442 ST KILDA ROAD MELBOURNE 3004

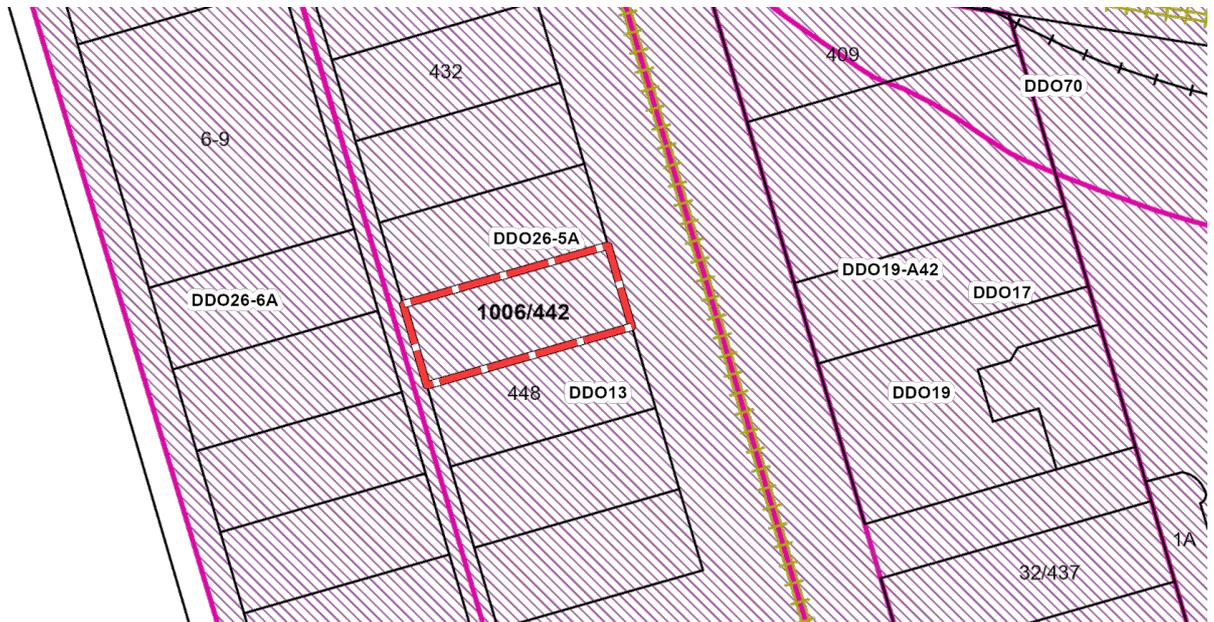
Page 1 of 4

Planning Overlays

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 \(DDO13\) \(PORT PHILLIP\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-5A \(DDO26-5A\) \(PORT PHILLIP\)](#)



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

OTHER OVERLAYS

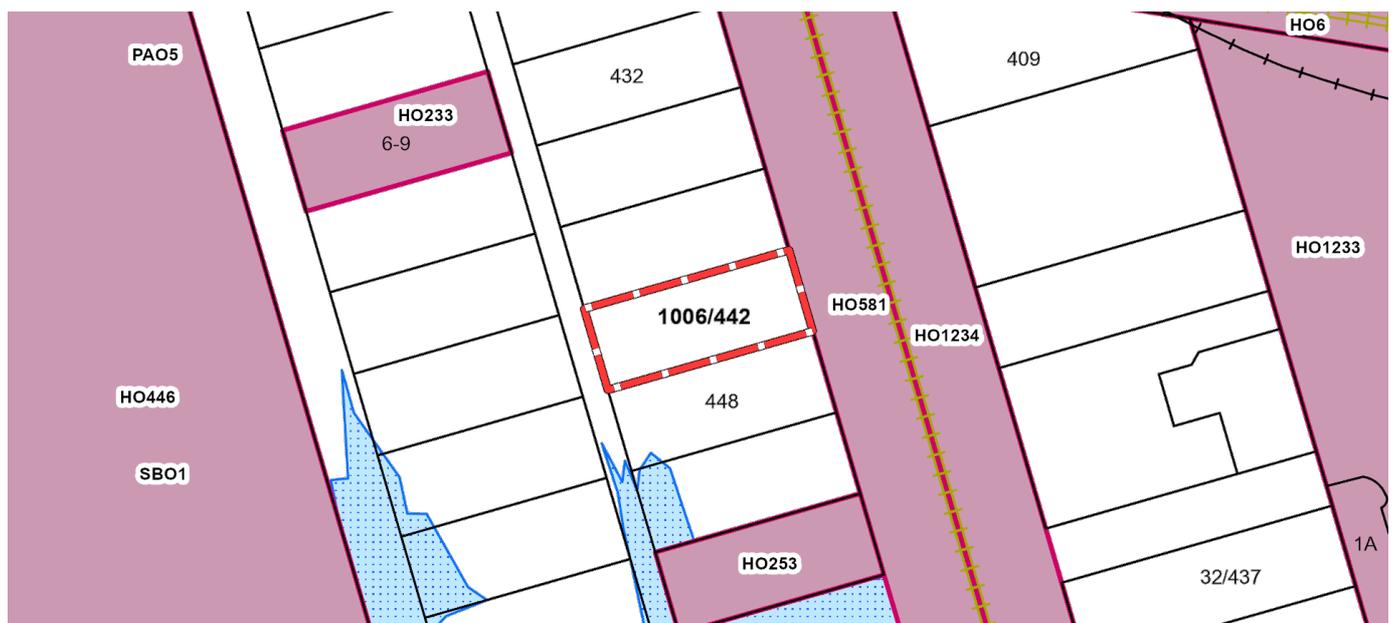
Other overlays in the vicinity not directly affecting this land

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

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

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

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



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

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Further Planning Information

Planning scheme data last updated on 6 March 2026.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Created at 11 March 2026 11:23 AM

PROPERTY DETAILS

Address: **1006/442 ST KILDA ROAD MELBOURNE 3004**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **PORT PHILLIP**

Council Property Number: **192749**

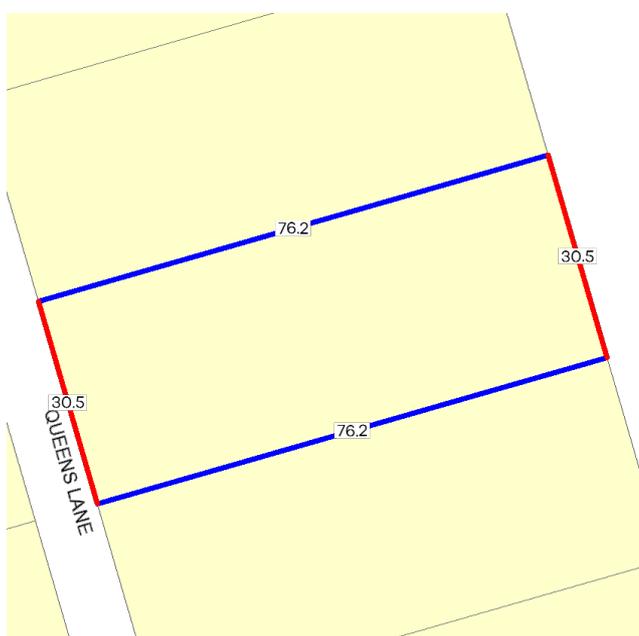
Directory Reference: **Melway 2K K5**

www.portphillip.vic.gov.au

Note: There are 105 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: 2323 sq. m

Perimeter: 213 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](#)

PARCEL DETAILS

Lot/Plan or Crown Description	SPI
Lot 106 PS326467	106\PS326467
Lot 273 PS326467	273\PS326467

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **PRAHRAN**

PROPERTY REPORT

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map





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

Certificate No:
CTL/01438/2026
Property No: 192749
Issue Date: 10/3/2026

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 1989 and 2020 or under a local law or by law of the council and specified flood level by the council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

**The Trustee For Vhrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street MELBOURNE
VIC 3000**

Your Ref: LANDATA|79747878-024-3

<u>Property</u>	<u>Title Details</u>
1006/442 ST KILDA ROAD MELBOURNE VIC 3004	Lot 106 PS326467G V10207 F069 Lot 273 PS326467G V10207 F192

Level of Valuation Date: 1/1/2025

Valuation Effective Date: 1/7/2025

Site Value	Capital Improved Value	Net Annual Value
\$240,000	\$600,000	\$30,000

1/7/2025 to 30/6/2026

Opening Balance at 1/7/2025	\$ 0.00
General Rates	\$ 1,077.60
Waste Bin Charge	\$ 230.30
Emergency Services & Volunteer Fund Levy	\$ 239.80
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ -773.70
Other Outstanding Charges/Property Debt	\$ 0.00
Total Due	\$ 774.00

PLEASE NOTE: Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 10%.

PEXA Payments Biller Code: 356899 Reference: 2027 4315 1927 499

Please email Notice of Acquisition to: rates@portphillip.vic.gov.au



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

Certificate No:
CTL/01438/2026
Property No: 192749
Issue Date: 10/3/2026

ABN 21 762 977 945

PARKING PERMITS

Important Note regarding Parking Permits: Not all residential properties are eligible for some parking permit types. As of 1 October 2002, Council's **No Parking Permit Policy** was extended to include all new residential developments where the number of households increased on a property, irrespective of the level of off street parking provided. For further information please call ☎ Assist on 03 9209 6777.

FLOOD LEVELS

Specified Flood Level

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

Designated Flood Level/ Land Liable to Flooding

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

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

PRIVATE STREET SCHEMES

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

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

Disclaimer

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

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

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

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

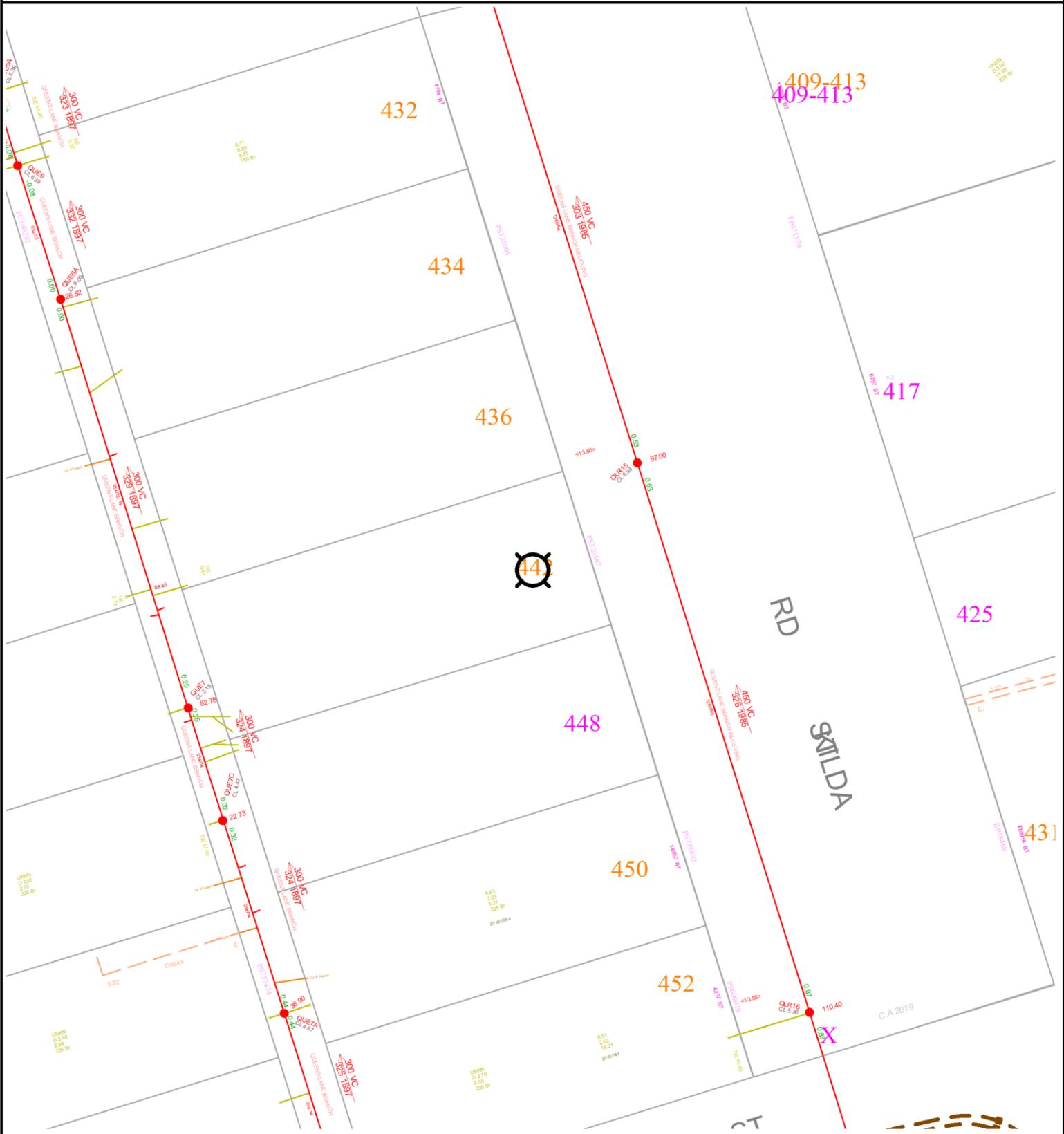
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

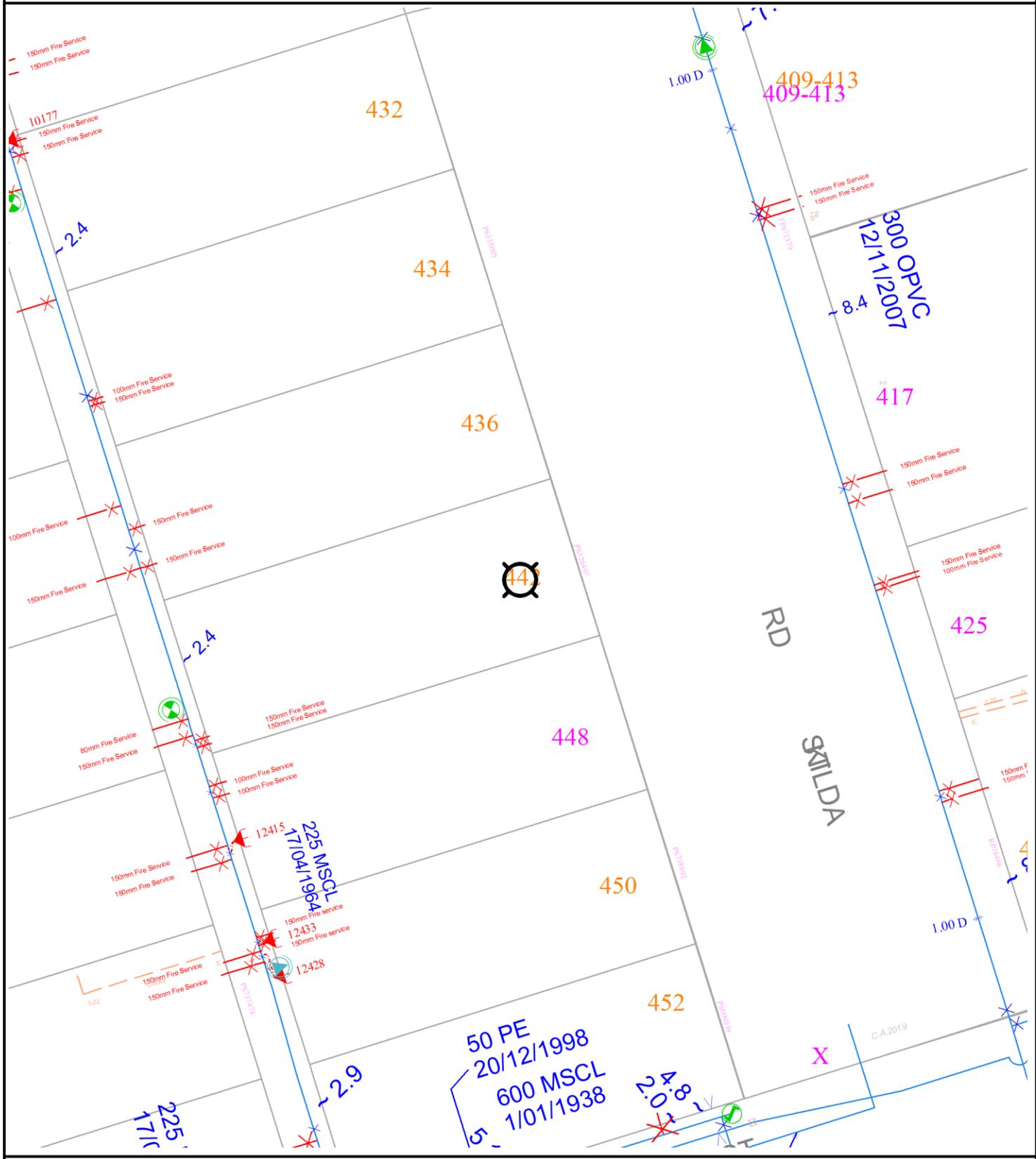
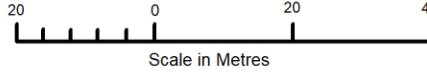
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

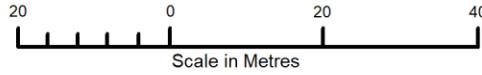


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

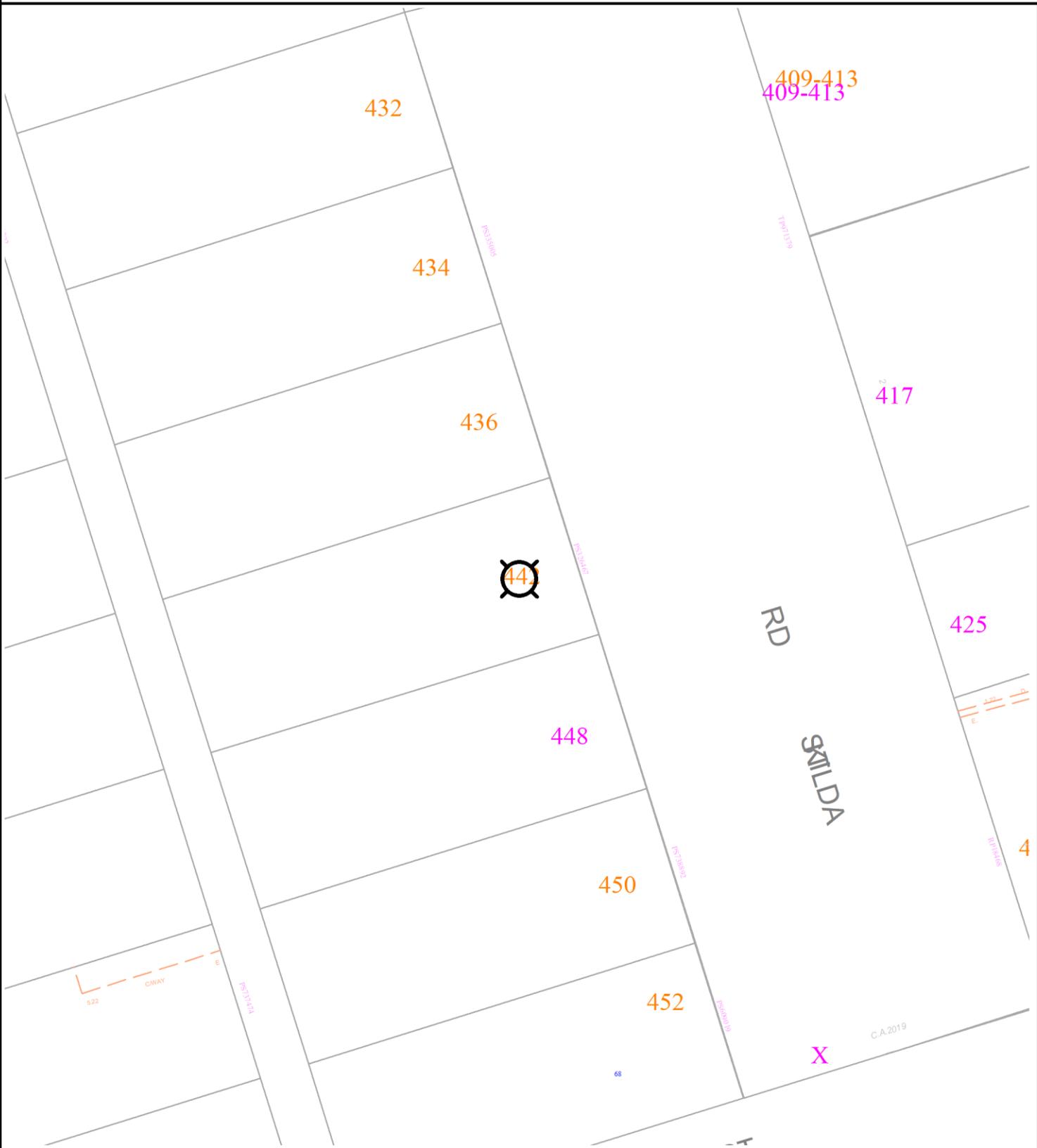
LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 51521833



Date: 24FEBRUARY2026



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

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services 100 CCL 26.9.1975
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary



Your Ref: CTPI/00833/2026
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(1)

24 February 2026

The Trustee For Vhrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

RE: Building Information Details for 1006/442 ST KILDA ROAD MELBOURNE VIC 3004

I refer to your property enquiry concerning the above property and advise the following:

There are no Building Permits issued for this property within the last 10 years.

There are no Certificates of Final Inspection issued for this property within the last 10 years.

There are no Occupancy Permits issued for this property within the last 10 years.

There are no outstanding Building Notices or Building Orders for this property.

For enquiries, please contact the Building Helpdesk on 9209 6253.

For copies of plans and documents, please call Building Records on 9209 6242 to lodge an application (please note application charges apply).

Yours sincerely,

Bill Yannelis
Municipal Building Surveyor

Property Clearance Certificate

Land Tax



INFOTRACK / WK LAWYERS

Your Reference: 225 JUAN FEBRAGON MUNDI

Certificate No: 97872652

Issue Date: 24 FEB 2026

Enquiries: ESYSPROD

Land Address: UNIT 1006, 442 ST KILDA ROAD MELBOURNE VIC 3004

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24730132	106	326467	10207	69	\$0.00
	273	326467	10207	192	

Vendor: JUAN FEBRAGON MUNDISUGIH

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JUAN FEBRAGON MUNDISUGIH	2026	\$240,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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): \$600,000

SITE VALUE (SV): \$240,000

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 97872652

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 = \$240,000

Calculated as \$975 plus (\$240,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97872652

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97872652

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WK LAWYERS

Your Reference:	225 Juan Febragon Mundisugih
Certificate No:	97872652
Issue Date:	24 FEB 2026
Enquires:	ESYSPROD

Land Address: UNIT 1006, 442 ST KILDA ROAD MELBOURNE VIC 3004

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24730132	106	326467	10207	69	\$0.00
	273	326467	10207	192	\$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:	\$600,000
SITE VALUE:	\$240,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97872652

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.
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



INFOTRACK / WK LAWYERS

Your 225 JUAN FEBRAGON

Reference: MUNDISUGIH

Certificate No: 97872652

Issue Date: 24 FEB 2026

Land Address: UNIT 1006, 442 ST KILDA ROAD MELBOURNE VIC 3004

Lot	Plan	Volume	Folio
106	326467	10207	69
273	326467	10207	192

Vendor: JUAN FEBRAGON MUNDISUGIH

Purchaser: FOR INFORMATION PURPOSES

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: 97872652

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97872659</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97872659</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

WK Lawyers C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356689

NO PROPOSALS. As at the 24th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 1006 442 ST KILDA ROAD, MELBOURNE 3004
CITY OF PORT PHILLIP

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 24th February 2026

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 1006 442 ST KILDA ROAD

SUBURB: MELBOURNE

MUNICIPALITY: PORT PHILLIP

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2K Reference K5

Melways 40th Edition, Street Directory, Map 2L Reference A5

Melways 40th Edition, Street Directory, Map 57 Reference K3

Melways 40th Edition, Street Directory, Map 58 Reference A3

DATE OF SEARCH: 24th February 2026

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA

[Extract of Priority Sites Register] # 79747878 - 79747878114008
'356689'

Extract of EPA Priority Site Register

website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

OWNERS CORPORATION CERTIFICATE

Regulation 16 of the *Owners Corporations Regulations 2018*
Section 151 of the *Owners Corporations Act 2006*

Issued by: Owners Corporation Plan Number PS 326467G
442 St Kilda Road, MELBOURNE, VIC 3004
Date: 11/03/2026
Issued to: Adrian Wai Kong Chan
Issued for: 106, 273 of Plan of Subdivision PS 326467G

1. The present fee for the above lot is:

The Administrative Fund Contribution for the above Lot is \$7,797.78 per annum, paid Quarterly commencing from 1st April 2025.

The Maintenance Fund Contribution for the above Lot is \$2,920.08 per annum, paid Quarterly commencing from 1st April 2025.

The Members Contributions are determined according to the annual budgets approved at each Annual General Meeting (AGM) of the Owners Corporation. The budget automatically rolls into the next financial year until amended at the next Annual General Meeting.

Refer to attached the latest AGM Minutes for details.

2. The fees have been paid up to:

31 March 2026

3. Unpaid fees including interest now total

19/02/2026 - Inv# 317614 Quarterly Members Contribution 1/04/2026 - 30/06/2026 \$2,679.46
Due:1/04/2026

4. Any special fees or levies struck, and the dates on which they were struck and are payable (refer to attached Account Statement for details):

Nil as at 11 March 2026

Telephone _____ 03 9867 7677
Fax _____ 03 9867 8711
Email _____ info@propis.com.au

5. Any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (1) to (4):

The Owners Corporation commenced basement waterproofing works in September 2025. The majority of the project was completed in early 2026. However, some areas have shown defects, as water continues to flow into the basement along the expansion joint near the bin room. The project manager and builder are currently undertaking further investigations. As a result, the Owners Corporation has withheld the final payment of approximately \$300,000 pending rectification of the issue. The figure shown in Item 8 (Total Funds Held by the Owners Corporation) reflects that this amount has not yet been paid.

The Owners Corporation is also considering lift upgrade/replacement works. The lift consultant has provided a ballpark estimate of approximately \$450,000 + GST per lift. Currently, the Owners Corporation is only considering replacing the "goods lift", which is presently out of service. Although the Owners Corporation currently has sufficient funds to proceed with the replacement of one lift, the maintenance plan will need to be reviewed to allow funds to be accumulated over the next 2–3 years for the replacement of the remaining two lifts.

6. In relation to the Owners Corporation's insurance cover:

Refer to attached insurance policy schedule.

7. If the Owners Corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution:

Not applicable.

8. The total funds held by the owners corporation:

\$912,023.87 as at 11 March 2026

9. Details of any Owners Corporation liabilities (in addition to any such liabilities specified in paragraphs (1)-(4):

Nil as at 11 March 2026

10. Details of any current contracts, leases, licences or agreements affecting the common property:

The Owners Corporation has agreement with:
Lease of part of the premises at level 14, 442 St Kilda Road Melbourne VIC 3004

11. Details of any current agreements to provide services to lot owners, occupiers or the public:

The Owners Corporation has agreement with:

Property Investment Services Pty Ltd for Owners Corporation management
FMV for building and facility management
The Plant Management Company for Gardening service
Fire and Wire for essential safety contractor
Speedie Waste for Waste management
Xtreme Fitness Australia for gym equipment
M2M One for Lift Telephone
Kone Elevators Pty Ltd for Lift Maintenance

12. Details of any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied:

Nil as at 11 March 2026

13. Details of 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:

The Owners Corporation is the respondent in all three VCAT applications: (OC1424/2024), (OC1042/2024), and (OC29/2023)

14. The Owners Corporation has appointed Property Investment Services Pty Ltd, Level 5, 517 St Kilda Road, Melbourne 3004 as the Owners Corporation Manager.
15. An administrator has not been appointed for the Owners Corporation and there has been no proposal for the appointment of an administrator.
16. The minutes of the most recent Annual General Meeting are enclosed.
17. A copy of the Owners Corporation rules as recorded on the Register are enclosed.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.

PROPERTY INVESTMENT SERVICES PTY LTD
On behalf of Owners Corporation Plan No. PS 326467G



Jeselle Bandola

PRESCRIBED STATEMENT TO ACCOMPANY OWNERS CORPORATION CERTIFICATE

Schedule 3 of the *Owners Corporations Regulations 2018*

Pursuant to s 151(4)(b)(ii) of the *Owners Corporations Act 2006*

Statement of advice and information for prospective purchasers and lot owners

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODELS RULES FOR AN OWNERS CORPORATION

Schedule 2 of Owners Corporations Regulations 2018

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

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

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

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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.
- (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**.



OWNERS CORPORATION 1 Plan NO 326467G
("Landlord")

and

12 AUG 2010

TANYA JEANNE ELLIOTT
("Tenant")

**LEASE OF PART OF THE PREMISES AT
LEVEL 14, 442 ST KILDA ROAD, MELBOURNE VIC 3004**

Brand Partners Commercial Lawyers
Level 17, 114 William Street
Melbourne VIC 3000
Phone: 9602 5800
Fax: 9602 5851
DX 319 Melbourne
Ref: CW:CE: Elliott:3952

DEED

THIS LEASE is made the 10 day of August 2010

BETWEEN: OWNERS CORPORATION 1 PLAN NO. 326467G

of C/- The Knight Alliance
PO Box 678 Malvern Vic 3144

("Landlord") of the one part

AND: TANYA JEANNE ELLIOTT

of 1209/442 St Kilda Road, Melbourne, Victoria
("Tenant") (being the registered proprietor

of lot 131 on the Plan) of the other part.

RECITALS:

- A. The Tenant is the registered proprietor of the Property, the Car Parks and an undivided share as tenant in common in the Common Property on the Plan.
- B. The Landlord is the Owners Corporation for the lots and common property which includes the premises shown on the plan being the building known as Deva Apartments and situated at 442 St Kilda Road Melbourne.
- C. As a result of a special resolution being duly passed on or about 30 May 2010 in accordance with s.14 of the Act, the Landlord has agreed to lease the Premises to the Tenant in accordance with that resolution on the terms and conditions set out in this Lease.
- D. The Tenant intends to, at her own expense, build a living area ('the Structural Alterations') on the premises and incorporate these into apartment 1209.

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

1.1 Definitions

In this Lease, unless the context requires otherwise:

Act means the *Owners Corporation Act 2006 (Vic)*.

Balloon Payment means the sum of \$26,000 payable by the Tenant upon entry into this Lease.

Building means the building located at 442 St Kilda Road, Melbourne in the State of Victoria.

Car Parks mean the two car parking spaces located in the basement of the Building, otherwise known as lots 230 and 274 on the Plan and being the whole of the land contained in Certificates of Title Volume 10207 Folios 149 and 193 respectively.

Commencement Date means the date of this Lease.

Common Property means Common Property on the Plan, excluding the Premises.

Lease means this deed of lease.

Landlord means the landlord named above.

Permitted Use means use of the Premises for domestic purposes.

Plan means plan of subdivision no. PS 326467G.

Premises means that part of what was the common property on the Plan shown cross hatched on the plan attached as Annexure A, being an area of approximately 29.6 square metres on the south west corner of level 14 of the Building, including that part of the common property being part of a wall which adjoins Lot 131 on the eastern boundary of the Property.

Property means Apartment 1209 at 442 St Kilda Road, Melbourne in the State of Victoria also known as lot 131 on the Plan and the whole of the land contained in Certificate of Title Volume 10207 Folio 088.

Regulations mean the Act and the Owners Corporation Regulations 2007.

Rent means \$1.00 (inclusive of GST) per annum payable annually in advance to the Owners Corporation manager as appointed from time to time or as otherwise directed by an authorised representative of the Owners Corporation. The first payment must be made on the Commencement Date.

Tenant means the tenant named above.

Tenant's Property means any fixtures, fittings, plant, machinery and equipment brought onto, erected or installed on the Premises by the Tenant (whether before or after the Commencement Date).

Term means 99 years.

1.2 Interpretation

In this Lease, headings are included for convenience only and do not affect interpretation and, unless the context otherwise requires:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) a term which refers to a person includes a company, a partnership, an association, a corporation, an Owners Corporation, a joint venture, a sovereign state, a government department or agency;

- (d) a reference to a party includes a reference to that party's employees, agents, contractors and sub-contractors, licensees, successors and permitted assigns;
- (e) a reference to a statute or regulation or a provision of a statute or regulation is a reference to that statute, regulation or provision as amended or a statute, regulation or provision replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;
- (f) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision; and
- (g) "includes" and "including" and similar expressions are not words of limitation.

2. Grant of Lease

- 2.1** In consideration of the Tenant paying the Rent and the Balloon Payment, the Landlord leases the Premises to the Tenant for the Permitted Use for the Term.
- 2.2** Notwithstanding that the Balloon Payment is to be spent as defined the Landlord may use any part of the Balloon Payment to pay reasonable legal costs incurred by it in the negotiation, preparation, completion and execution of this Lease.

3. Tenant's Obligations

3.1 Rent

The Tenant must punctually pay the Rent to the Landlord. (For convenience, and in order to save administration costs, the Tenant has agreed to pay the Rent for the entirety of the Term immediately prior to the execution of this Lease, and the Landlord hereby acknowledges that the Rent for the full 99 years of the Term has been paid.)

3.2 Permitted Use

The Tenant must:

- (a) use the Premises only for the Permitted Use;
- (b) not do, or permit to be done, anything illegal, noisy or dangerous on the Premises;
- (c) not do, or permit to be done on the Premises, anything which may be considered a nuisance or annoying to other members of the Owners Corporation or occupiers of other lots on the Plan;
- (d) Not do or permit to be done on the Premises any act or thing which may result in an increased or extra premium becoming payable for the insurance of any part of the Building or common property taken out by the Landlord or in any policy of insurance becoming void or voidable;

- (e) Comply with all notices, directions or requirements of any municipal, statutory, public or other authority given or served whether on the Landlord or the Tenant in connection with the use and occupation of the premises;
- (f) Comply with any written notice served on the Tenant by the Landlord requiring the Tenant to observe and perform the covenants and obligations of the Tenant under this Lease; and
- (g) Comply with the rules of the Landlord as if the Premises formed part of the Property.

For the sake of clarity, it is noted that none of the provisions of clause 3.2 will be breached by the Tenant lawfully carrying out the Structural Alterations and related works.

- 3.2A**
- (a) The Tenant is responsible for obtaining all necessary permits and approvals from relevant authorities before it proceeds with the structural alterations.
 - (b) The Tenant shall provide the Landlord with the relevant plans in relation to all structural and external aspects of the Structural Alterations, which plans:
 - (i) are to be approved by an architect or qualified building designer of the Tenant's choosing at the expense of the Tenant before the Tenant proceeds with the structural alterations; and ;
 - (ii) shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld.
 - (c) The Tenant will indemnify the Landlord in respect of any liability for an occurrence on common property but within the Premises.

3.3 Prohibition of certain goods

The Tenant must not bring or store any flammable goods or dangerous goods or chemicals, in or on the Premises.

3.4 Repair and Maintenance Obligations

The Tenant must keep and maintain the Premises in a clean and tidy state and must repair, maintain and replace when necessary the Tenant's Property and the structural alterations.

3.5 Access to the Premises

- 3.5.1 The Tenant must allow the Landlord and its authorized representatives, to enter the Premises at a reasonable time, upon the Landlord giving the Tenant seven days written notice, to allow the Landlord to carry out:
- (a) any repairs to the Premises, which the Landlord considers are reasonably appropriate; or
 - (b) repairs to the Premises which the Tenant has failed to carry out, which repairs will be carried out at the Tenant's cost.

- 3.5.2 The Landlord is not required to give the Tenant any notice in the case of an emergency.
- 3.5.3 The Tenant must repair any damage to the Premises caused by the Tenant but not any damage caused by fair wear and tear.

3.6 No Caveat

The Tenant must not lodge a caveat against the certificate of title for the common property in relation to this Lease.

4. Landlord's Obligations

4.1 Quiet Enjoyment

The Landlord agrees that if the Tenant performs and observes the Tenant's obligations under this Lease, the Tenant may peacefully occupy and use the Premises during the Term without any interruption or disturbance from the Landlord or any person claiming through the Landlord.

4.2 Repair Obligations

- 4.2.1 The Landlord may authorise any person to enter the Premises at all reasonable times to repair and maintain a service that is for the benefit of more than one lot or common property or to repair and maintain common property adjoining the premises or to carry out any other of its functions and powers upon giving at least seven days' notice in writing to the occupier unless the occupier agrees to a lesser period or if there is an emergency when no notice is required.
- 4.2.2 Other than as provided in clauses 3.5.1 and 4.2.1, the Landlord must not enter the Premises.

4.4 Special Resolution

The Landlord is authorised to grant this Lease pursuant to Part 2 Division 3 section 14 of the Act. The Landlord warrants that it has properly exercised its power under the Act and has passed a special resolution in favour of granting this Lease to the Tenant.

4.5 Registration of Lease

The Landlord must, if requested by the Tenant and at the Tenant's expense, execute all documents and do all things reasonably necessary to enable the Tenant to register this Lease on the certificate of title to the common property including:

- (a) executing any form or document required;
- (b) making available at the Land Registry the certificate of title, which is subject to this Lease to enable the registration on title of this Lease;
- (c) endorsing this Lease with an order to register over the certificate of title which is subject to this Lease; and

- (d) obtaining all consents required from any third party to the registration of this Lease, including the consent of any mortgagee.

5. Assignment and Sub-Letting

5.1 Automatic Assignment

The Landlord and the Tenant agree that this Lease will be automatically assigned to a subsequent owner of the Property and the Car Parks on transfer of ownership of the Property and the Car Parks.

5.2 Tenant released

Upon a transfer of ownership of the Property and the Car Parks and the new owner executing a Deed of Covenant in a form approved by the Landlord to comply with the agreements and obligations of the Tenant under this Lease the Tenant will be released and discharged from all further liability under the Lease.

5.3 No assignment otherwise

Except in the circumstances permitted under clause 5.1, the Tenant must not assign or transfer the Tenant's interest in the Premises or sublet or grant a licence of the whole or any part of the Premises.

6. End of Term

6.1 Further Term

The Landlord must renew this lease for a further term on the same terms and conditions if:

- (a) There is no unremedied breach of this Lease by the Tenant of which the Landlord has given the Tenant written notice;
- (b) The Tenant has not persistently committed breaches of this Lease for which the Landlord has given written notice during the term; and
- (c) The Tenant has, in writing and not more than 12 months nor less than 3 months before the end of the term, requested the renewal for a further term.

6.2 Time is of the essence in relation to the Tenant providing written notice under Clause 6.1.

6.3 End of Term

At the expiration or sooner determination date of the Term, or if the Lease is not extended for a further term and Clause 8 does not apply and if required by the Landlord, the Tenant must remove and return the Premises in a state and condition similar to that as at the commencement date and if the Tenant fails to comply, the Landlord may undertake the necessary repairs or other works and expenses incurred by the Landlord in so acting must be paid by the Tenant as a liquidated

debt within seven days of the Landlord giving written notice to the Tenant of the amount of the expenses.

7. Default and Termination

7.1 Default

7.1.1 This Lease may be terminated by the Landlord if the Tenant commits or permits to occur any breach or default in the due and punctual payment performance and observance of any of the covenants conditions and provisions of this Lease and on the part of the Tenant to be paid performed and observed and such breach or default continues for a period of 14 days after the Landlord serves notice in writing on the Tenant requiring such breach or default to be remedied, and if the breach or default is not remedied on the 15th day after the Landlord serves notice the Landlord may terminate this Lease and re-enter the Premises.

7.1.2 In any one or more of the events specified in clause 7.1.1 the Landlord may end this Lease by notice in writing to that effect given to the Tenant whereupon this Lease shall end but without prejudice to any action or other right that the Landlord has or may have for any such breach or default and upon giving notice as aforesaid, the Landlord shall be freed and discharged from any action, suit, claim, demand or obligation to the Tenant under or by virtue of this Lease.

7.1.3 Without prejudice to the rights, powers and remedies of the Landlord otherwise available to the Landlord under this Lease, the Tenant must pay to the Landlord interest on any moneys due but unpaid for 14 days by the Tenant to the Landlord at the rate of 4% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983*. Such interest shall be computed from the due date for payment of the moneys aforesaid until payment of such moneys in full and shall be recoverable in a like manner as rent in arrears.

7.2 Effect of termination

Termination of this Lease will not prejudice or otherwise affect any rights and obligations of the parties expressed in this Lease to survive termination of this Lease, nor will it prejudice or otherwise affect any right or remedy one party has against the other party in respect of any breach of this Lease before termination, but will terminate all other rights and obligations of the parties under this Lease.

8. Holding Over

8.1 If the Tenant continues to occupy the Premises beyond the end of the Term, with the Landlord's consent (whether express or implied), the Tenant may do so:

- (a) under this Lease on and subject to the covenants, terms and conditions of this Lease; and
- (b) as a yearly tenant only at an initial yearly Rent payable yearly in advance equal to the annual Rent payable under this Lease immediately prior to the expiration of the Term.

- 8.2 The yearly tenancy may be determined by either party giving to the other on one year's notice, which may be given at any time.

9. General

Release of Indemnity

The Tenant uses and occupies the Premises at the risk of the Tenant and releases and indemnifies to the full extent permitted by law the Landlord, its members, officers and committee members from all claims and demands of every kind arising from any accident, damage, death, injury or loss sustained by the Tenant or any other person (whether to person or property) as a result of any accident, breakage, leakage, defect, omission or event in or about the Premises and occurring other than as a result of the negligence of the Landlord its members, officers or committee members.

10.1 Governing law and jurisdiction

This Lease is governed by the laws of the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

10.2 Amendment

The parties may only amend this Lease if both parties sign the written amendment.

10.3 Waiver

A provision of this Lease or a right created under it may not be waived except in writing signed by the party granting the waiver.

10.4 Whole Agreement

This deed constitutes the entire agreement of the parties in relation to the matters the subject of this Lease and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters. It is expressly agreed and declared that no further or other covenants or provisions shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement.

10.5 Severance

If any provision of this Lease is void, voidable, unenforceable, illegal, prohibited or otherwise invalid, the provision must be read down to the extent it can be, to save it, but if it cannot be saved, words must be severed from the provision to the extent they can be, but if that also fails, the whole provision must be severed. Severance of the whole or part of a provision will not invalidate the remaining provisions of this Lease.

10.6 Counterparts

The parties may execute this Lease in two or more counterparts and all counterparts together constitute one instrument.

10.7 Notices

- (a) A request, notice, consent, approval or other communication under this Lease must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given, and:
- (i) delivered to that person's address; or
 - (ii) sent by pre-paid mail to that person's address.
- (b) A notice given to a person in accordance with this clause is treated as having been given and received:
- (i) if delivered to a person's address, on the day of delivery if delivered before 4:00pm on a business day, otherwise on the next business day;
 - (ii) if sent by pre-paid mail posted in Australia, on the second business day after posting.

10.8 Costs

Each party must pay its own costs in relation to the negotiation, completion, execution, stamping and registration of this Lease and any renewal of this Lease.

10.9 Dispute Resolution

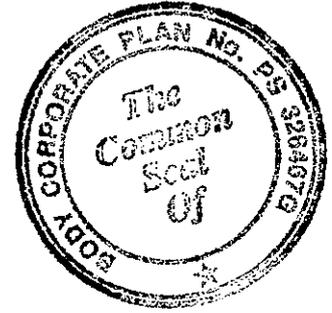
If there is a dispute in connection with this Lease between the Tenant and the Landlord, then that dispute is to be settled by an expert appropriate to the dispute appointed at the request of the Landlord or the Tenant by the President for the time being of the Bar Association of Australia (or any successor of that Association). That expert is to act as an expert and not as an arbitrator and is also to decide which of the disputing parties is to pay the expert's costs and, if costs are to be shared, the proportion each party is to pay. The expert's decision is final and binding on the parties to the dispute.

[INTENTIONALLY

LEFT

BLANK]

EXECUTED AS A DEED



The COMMON SEAL of OWNERS CORPORATION 1)
PLAN NO 326467G was affixed in)
accordance with)
Section 21 of the Owners Corporations Act 2006 in)
the presence of:)

[Handwritten Signature]
.....
Member's signature as the owner of Lot ^{secretary-OC}

KRISTINA HOPKINS
.....
Full Name
PO BOX 678
MALVERN VIC 3144
.....
Address

[Handwritten Signature]
.....
Member's signature as the owner of Lot 501

SILKE HARMS
.....
Full Name
501/442 ST KILDA RD
.....
Address MELBOURNE 3004

SIGNED SEALED AND DELIVERED by) *[Handwritten Signature]*
TANYA JEANNE ELLIOTT)

in the presence of:
[Handwritten Signature]
.....
Signature of Witness

JAMES ELLIOTT
.....
Name of Witness

ANNEXURE "A"
PLAN OF THE PREMISES

A

DIAGRAM MEZZANINE LEVEL

LOT 131 ON PS 326467G
Unit 1209 - 442 ST KILDA ROAD
MELBOURNE

APPROX
TRUE NORTH

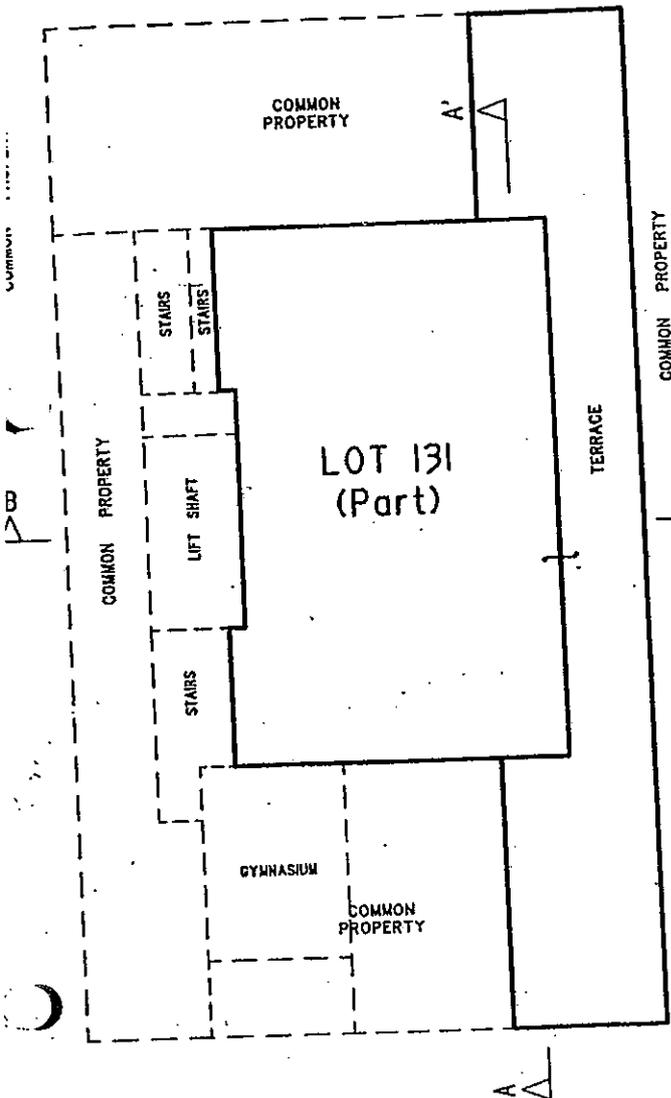


DIAGRAM 1
THIRTEENTH STOREY

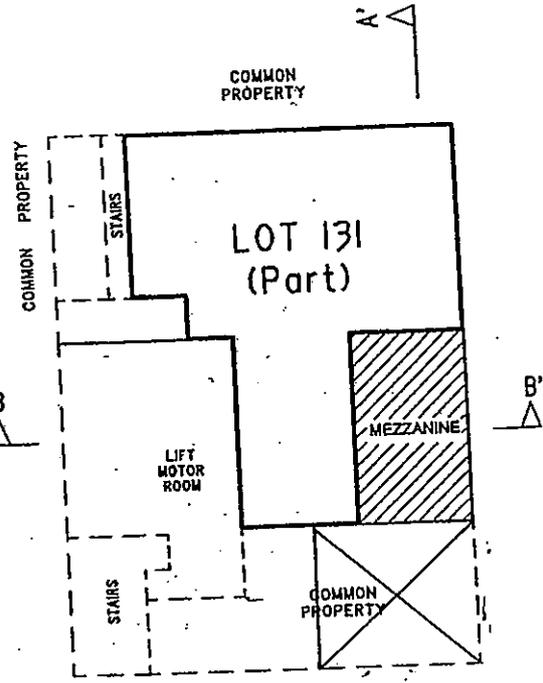
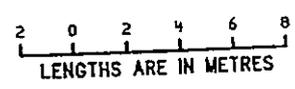


DIAGRAM 2
FOURTEENTH STOREY
(TOPMOST STOREY)



THE BOUNDARIES OF LOT 131 ARE SHOWN BY THE THICK CONTINUOUS LINES UNLESS NOTED OTHERWISE.

THE MEZZANINE IS SHOWN HATCHED.

THE LOWER BOUNDARY OF THE MEZZANINE IS COINCIDENT WITH THE UPPER BOUNDARY OF THAT PART OF LOT 131 AT THE THIRTEENTH STOREY.

THE UPPER BOUNDARY OF THE MEZZANINE IS DEFINED BY THE CEILING AT THE FOURTEENTH STOREY.

SHEET 1 OF 2 SHEETS

		CULLIVER & SIM Pty Ltd			
		LICENSED SURVEYORS 179 QUEEN STREET PHONE (03) 9670 8255		MELBOURNE 3000 FAX (03) 9802 3481	
JOB No.	DRAWING No.	REV.	SCALE	DRAWN	POB
11424	1	2	1:200	POB	TH24.LCD
			DATE	CHECKED	23 APRIL 2007
			18-04-07		

ORIGINAL SHEET SIZE A3

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)

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Privacy
The info
collected
and is u
maintain
registers and indexes in the
Victorian Land Registry

26/07/2011 \$58.80 OCAR



Lodged by: The Knight Alliance
Name: Kristina Hopkins
Phone: 9509 3144
Address: P.O. Box 678 Malvern 3144
Reference: 3264676
Customer Code:

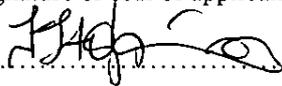
Owners Corporation Number...1..... Plan number...3264676

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 22 July 2011 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 22 July 2011

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.



The common seal of Owners Corporation Number1.....
Plan number 3264676
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:

M. Banks
Lot Owner
Full name Marie Dawn Banks
Address Apt 703, 492 St Kilda
Road, Melbourne 3004

M. Werka
Lot Owner
Full name Werka Ilse
Address Apt. 201, 492 St Kilda Road
Melbourne 3004



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

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

OWNERS CORPORATION – STRATA PLAN NO. PS 326467G

**OWNERS CORPORATION
RULES
(PURSUANT TO
THE OWNERS CORPORATION ACT 2006 (Vic)
("the Act"))**

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Effective 22 July 2011

Model Rules for an owners corporation¹

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 an owner, occupier, or user of another lot.

To ensure compliance with this Rule, the following subrules shall be implemented:²

- 1.1.1 an owner and/or occupier of the owner's lot must not use the lot or the common property or permit the lot or the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or visitors;*
- 1.1.2 an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation to use the lot or permit the lot to be used for the commercial preparation of foodstuffs;*
- 1.1.3 an owner and/or occupier of the owner's lot must not use the lot as a massage parlor or brothel for similar purposes;*
- 1.1.4 an owner and/or occupier of the owner's lot must not use suffer or permit to be used on or in the lot any machine equipment or instrument operated by electricity which may cause interference with wireless or may cause interference with wireless or television reception by any person or persons for the time being occupying any of the lots, unless such machine equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;*

¹ The subrules contained in this document:

- (a) do not limit or fetter in any manner whatsoever the terms and operation of the Model Rules;
- (b) are located immediately below a relevant Model Rule, but may also be relevant to (or) other Model Rule(s).

² Subject always to the terms of Rule 1.1.

- 1.1.5 *an owner and/or occupier of the owner's lot must not use language or behave in a manner likely to cause offence or embarrassment to another owner and/or occupier of another lot or to any person lawfully using the common property;*
- 1.1.6 *an owner when leasing his/her/its lot shall make it a condition of the lease or tenancy that the lessee or tenant shall comply with these rules, the Act and the Regulations, or such other replacement regulations that are in force from time to time;*
- 1.1.7 *an owner and/or occupier of the owner's lot must ensure that their car parking space(s) is free from oil etc. The body corporate reserves the right to clean any parking space or neighbouring area and charge the owner for the cost incurred;*
- 1.1.8 *If any owner and/or occupier of the owner's lot observes use of a lot in material contravention of model rule 1.1, that person may report such conduct to the Caretaker (office: 9866 3310; mobile 0437 947 721) during working hours from Monday to Friday, namely 7.00am to 4.00pm. The Caretaker may also be contacted outside these hours, but only in the case of an emergency.*

1.2 Storage of flammable liquids and other dangerous substances and Materials.

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

1.3 Waste Disposal

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

To ensure compliance with this Rule, the following subrules shall be implemented:³

- 1.3.1 *an owner and/or occupier of the owner's lot must not place garbage on the common property except in a proper bin and in a place set aside therefore by the owners corporation;*

³ Subject always to the terms of Rule 1.3.

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- 1.3.2 *an owner and/or occupier of the owner's lot must not place any rubbish, which is not securely wrapped, or any bottles or cardboard cartons, in the garbage chute, or place any bottles on the common property, except in the containers in the garbage room set apart for the purpose of the owners corporation;*
- 1.3.3 *cat and dog litter must be double bagged and tied securely before being placed in the rubbish chute or skip.*

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 and services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount 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.

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 or enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.

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- (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.

To ensure compliance with this Rule, the following subrules shall be implemented:⁴

- 3.1.1 an owner or occupier of the owner's lot must not, unless he or she is the owner or the person in actual occupation of a lot of the building, use the gymnasium;*
- 3.1.2 an owner and/or occupier of the owner's lot must not permit children to use the gymnasium unless accompanied by and supervised by an adult;*
- 3.1.3 an owner and/or occupier of the owner's lot must not use the gymnasium except between 6.00am –10.00pm;*
- 3.1.4 an owner and/or occupier of the owner's lot must not use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or visitors;*
- 3.1.5 an owner and/or occupier of the owner's lot must not use the common property or permit it to be used in a manner that is likely to cause damage or deterioration to the common property;*
- 3.1.6 an owner and/or occupier of the owner's lot must not store or permit to be stored on any part of the common property any materials or goods on the common property unless the owners corporation first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;*
- 3.1.7 all owners of animals must comply with registration and vaccination laws, and ensure that the health or safety of the animal(s) does (do) not pose any health or safety risks to residents*
- 3.1.8 when travelling in a car, motor bike or bicycle on the common property, an owner and/or occupier of an owner's lot, or a visitor of an owner and/or occupier, must always travel at a safe speed and duly take into account other users of the common property;*

⁴ Subject always to the terms of Rule 3.1.

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- 3.1.9 *cars entering from St Kilda Road have the right of way over any cars exiting the car park. Avoid any accidents or potentially dangerous situations by carefully reversing back down the driveway, when a car is entering whilst any owner or occupier, or any visitor of any owner or occupier, is trying to exist onto St Kilda Road;*
- 3.1.10 *the visitors' car park is only for the use of visitors of an owner and/or occupier of an owner's lot; it is not for use by the owners or occupiers. Any visitor is not permitted to use the visitors' car park for more than 10 hours in any one week;*
- 3.1.11 *an owner and/or occupier of an owner's lot shall not engage in or permit rollerblading, skateboarding, rollerskating, or games of a similar nature, in any part of the common area, including the car parking areas, driveways and access pathways;*
- 3.1.12 *if any owner and/or occupier of an owner's lot observes any use of the common property in material contravention of model rule 3.1, that person may report such conduct to the Caretaker (office: 9866 3310; mobile 0437 947 721) during working hours from Monday to Friday, namely 7.00am to 4.00pm. The Caretaker may also be contacted outside these hours, but only in the case of an emergency.*

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:

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

To ensure compliance with this Rule, the following subrule shall be implemented:⁵

- 3.2.1 *an owner and/or occupier of the owner's lot must not use or permit to be used any car parking space to which the owner is entitled otherwise than for the purpose of parking a motor vehicle, motor bike or bicycle thereon and then only in such a manner as may be fair and reasonable and not unsightly to passersby.*

⁵ Subject always to the terms of Rule 3.2.

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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 (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorized 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.

To ensure compliance with this Rule, the following subrules shall be implemented:⁶

- 3.3.1 an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation, and then only on the terms and subject to the conditions specified in that consent, make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the lot or any part thereof;*
- 3.3.2 an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation and then only on the terms and subject to the conditions specified in that consent, make or permit to be made any alteration to the painting or the decorating of the exterior of the lot;*
- 3.3.3 an owner and/or occupier of the owner's lot must not damage or deface or obstruct or permit to be damaged or defaced or obstructed any entrance, passageway, stairway landing, pathway or any other part of the common property or use the same for any purpose for which they are provided or properly available;*

⁶ Subject always to the terms of Rule 3.3.

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26/07/2011 \$58.80 OCAR



- 3.3.4 *an owner and/or occupier of the owner's lot must not, unless employed by the owners corporation for the purpose of installing, rectifying or maintaining the same, enter into any plant room, machinery room or adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the owners corporation;*
- 3.3.5 *an owner must, and must ensure that any occupier of the owner's lot, fully compensate the owner's corporation in respect of any damage to the common property or personal property vested in the owner's corporation caused by that owner or the occupier of the owner's lot, or the respective tenants, licensees or invitees.*

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.

To ensure compliance with this Rule, the following subrules shall be implemented.⁷

- 4.1.1 *an owner and/or occupier of the owner's lot must not use or occupy the lot or any part thereof, or permit or suffer the lot to be used or occupied for any use other than that of a private residence;*
- 4.1.2 *an owner and/or occupier of the owner's lot must not do or permit to be done on the lot any act or thing by reason of, or in consequence of which, any increased or extra premium may become payable for the insurance of the buildings and other improvements in the parcel or any part or parts thereof or any policy or such insurance may become void or voidable.*

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 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.

⁷ Subject always to the terms of Rule 4.1.



To ensure compliance with this Rule, the following subrules shall be implemented:⁸

- 5.1.1 an owner and/or occupier of the owner's lot must hang or permit to be hung any clothes or other articles on any part of the exterior of the lot (except in places expressly provided for the purpose) or such as to be visible from outside the lot;*
- 5.1.2 an owner and/or occupier of the owner's lot must not use the lot or any part thereof or the common property for the purpose of any public announcement or for the display of any placard advertisement or sign, unless consented to in writing by the owners corporation and then only on the terms and subject to the conditions specified in that consent;*
- 5.1.3 an owner and/or occupier of the owner's lot must ensure that all external building doors and the access to the basement carpark, including the garage gate, are securely closed at all times except when entering or leaving by such door;*
- 5.1.4 an owner and/or occupier of the owner's lot must not smoke, and must not permit others to smoke, in the lifts and common areas inside the building;*
- 5.1.5 while on common property, an owner and/or occupier of an owner's lot may only smoke in the designated smoking area, namely the ground level next to the bicycle racks and sliding gate and must dispose of all cigarette butts responsibly, including in the ashtray located in the designated area;*
- 5.1.6 an owner and/or occupier of the owner's lot must not move goods into or out of the building in the course of removal:
 - (a) using any of the lifts unless the protective covers have been installed by the Caretaker in the lift to be used therefor;*
 - (b) without making an appointment therefor with the Caretaker; or*
 - (c) at any time except between 9.00am and 5.00pm Monday to Saturday (public holidays excepted);**
- 5.1.7 an owner and/or occupier of the owner's lot must not sunbathe or bathe naked or, in the case of female, topless on the common property;*
- 5.1.8 an owner and/or occupier of the owner's lot must not use any private barbeque on the common property;*
- 5.1.9 an owner and/or occupier of the owner's lot must not hold private parties on the common property, unless the owners corporation consents thereto in writing and then only on the terms and subject to the conditions specified in that consent. Such conditions may include the signing by the owner and/or occupier of an agreement for a security guard or guards and the payment of a security deposit;*

⁸ Subject always to the terms of Rule 5.1.

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5.1.10 an owner and/or occupier of the owner's lot must not allow entry to the residential part of the building by any person not known to the owner or occupier.

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

To ensure compliance with this Rule, the following subrules shall be implemented:⁹

- 5.2.1 an owner and/or occupier of the owner's lot must not use or permit the lot to be used for any purpose which may be illegal or injurious to the reputation of the building 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;*
- 5.2.2 an owner and/or occupier of the owner's lot must not make or permit to be made any undue noise in or about the common property or any lot;*
- 5.2.3 an owner and/or occupier of the owner's lot must not make or permit to be made undue noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am.*

6. Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

⁹ Subject always to the terms of Rule 5.2.

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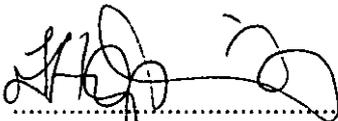
26/07/2011 \$58.80 OCAR



- (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 10 working days after the dispute comes to the attention of all the 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 Act.
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of the Act.

Effective 22 July, 2011

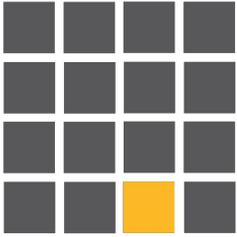
I, Kristina Hopkins, as Secretary and Owners Corporation Manager of OCPS 326467G, hereby certify these Owners Corporation rules.



.....
22 July, 2011

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26/07/2011 \$58.80 OCAR

PROPIS

PROPERTY INVESTMENT SERVICES

PROPERTY INVESTMENT SERVICES PTY LTD
Level 5, 517 St Kilda Road Melbourne Vic 3004

PHONE 03 9867 7677

FAX 03 9867 8711

EMAIL info@propis.com.au

WEB propis.com.au

12 June 2025

To all Members
Owners Corporation 1 Plan No. PS326467G
442 ST Kilda Road
MELBOURNE VIC 3004

Dear Members,

**MINUTES OF ANNUAL GENERAL MEETING HELD ON 28 MAY 2025
OWNERS CORPORATION 1 PLAN NO. PS326467G**

Please find attached for your records the 2025 Annual General Meeting Minutes of the above Owners Corporation.

We take this opportunity to thank the Members who either attended the meeting in person or by appointing a proxy holder to vote on their behalf.

Please note that the Minutes contain **Interim Resolutions** only as a quorum **WAS NOT** achieved at the meeting. Please note the Notice of Interim Resolution contained in the Minutes.

On behalf of Property Investment Services Pty Ltd, we thank you for your support in the past year and we look forward to continue servicing your Owners Corporation in future.

Our sincere appreciation is extended to the outgoing Committee Members for their input in managing the Owners Corporation.

Yours faithfully

PROPERTY INVESTMENT SERVICES PTY LTD

Peter Xu

**MINUTES OF THE 2025 ANNUAL GENERAL MEETING
 OWNERS CORPORATION 1 PLAN NO PS326467G
 442 ST KILDA ROAD MELBOURNE VIC 3004**

Meeting Venue:

Suite 11, 431 St Kilda Road, MLEBOURNE
 (Australian Nurses Memorial Centre)

Meeting Date:

28 May 2025

AND

Via ZOOM

Meeting Opened at: 6:00PM

OWNERS PRESENT

Lot	Lot Entitlement	Owner	Represented by ¹
13,156	43	ANWARD PTY LTD, ACN 682662808 - TRUSTEE OF A TRUST	JANE SCHUMACHES
15, 159	23	ALAN & SHUSITA CALDER	SHUSITA CALDER (<i>via zoom</i>)
17,161	41	DANIEL AND SILVIA BITTON	DANIEL BITTON
19,168	32	J T HUNTER & T W SCHENK	JAYDEN HUNTER
21,169	34	SHARON WERKA (<i>via zoom</i>)	
22,170	37	ANGELA PETHERAM	
33,180	46	M GUBIC AND S COLINA	MARIJAN GUBIC
42,165	40	EMILIO BADOER (<i>via zoom</i>)	
43,166	49	MICHAEL STOCKS	
46,234	29	MEAGAN EDGLEY (<i>via zoom</i>)	
51,244	40	SILKE HARMS	
58,237	40	JENNIFER MCLEOD	
62,228	43	ANASTASIA MAVROUDIS	
77,224	53	D MING AND M LOW	MICHELLE LOW (<i>via zoom</i>)
102,207	51	CATHERINE LENNON (<i>via zoom</i>)	
104,209	55	V ORTEGA & C CINCOTA	VICTOR ORTEGA (<i>via zoom</i>)
107,272	49	JAMES ELLIOTT (<i>via zoom</i>)	
108,271	49	DEE MASON	
117,212	51	MICHAEL & MARY LEAH	
123,219	63	J D ELIOT & N M HAYES	NAOMI HAYES
131,230 & 274	115	TANYA ELLIOTT (<i>via zoom</i>)	

PRESENT BY PROXY

¹ Applicable if the Lot is in joint ownership or in the name of a company.



Lot	Lot Entitlement	Owner	Proxy
18,162	32	JOHN & YVONNE MERCER	IAIN MERCER
37,152	46	TREVOR CREWE	DANIEL BITTON
52,243	43	RAY GRAHAM	DANIEL BITTON
69,245	42	V M ALSTON	TIM ORTON
73,252	54	M BANKS	SILKE HARMS
113,203	61	FRANK JONES	NAOMI HAYES

In Attendance:

- PETER XU, EMI SUI and JESSICA LO (In person), CLAUDIA DOAN and DIANNE CASTILLO (via zoom) representing PROPERTY INVESTMENT SERVICES PTY LTD.
- MANNY LOPEZ representing FACILITY MANAGEMENT VICTORIA PTY LTD
- DAVID OWENS (Visitor from Lot 22,170)
- MARIANNE STOCK (Visitor from Lot 43,166)
- *VALERIE ALSTON from Lot 69,245
- *TREVOR CREWE from Lot 37,152

***Note:**

Trevor Crewe from Lot 37 and Valerie Alston from Lot 69 are counted in the attendance tally as they were physically present, but are not counted as voters, since their voting rights were exercised through proxies.

Number of Lots Represented: 55 / 209 Lots or 1261 / 4500 Entitlements

Meeting Recording Notation:

It was noted at 7:17 PM that the meeting was being recorded for minute-taking purposes.

Emi Sui (Director, Property Investment Services) clarified that:

- Recording the meeting does not require permission from attendees under current guidelines.
- However, sharing the recording beyond those who attended does require consent from all meeting participants.
- As such, only attendees of the meeting may request access to the Zoom recording.
- The recording must not be forwarded or shared with others without the express consent of all attendees.

Although a question was raised about the legal accuracy of this interpretation, no formal objection was recorded, and the meeting continued.

Quorum:

As **LESS** than 50% of the Members were represented at the Meeting, a Quorum was not achieved. The Members agreed to proceed with the meeting in accordance with the Owners Corporations Act 2006, and that all decisions made will be interim decisions.



NOTICE OF INTERIM RESOLUTIONS OF ANNUAL GENERAL MEETING

This notice serves as notice as required under section 78 (2) of the *Owners Corporations Act 2006*. Interim resolutions become resolutions of the Owners Corporation if:

- a. Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b. If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- c. If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note:

The effect of this subsection is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Chairperson:

It was **RESOLVED** that Peter Xu be appointed to chair the meeting.



1. **MINUTES OF LAST GENERAL MEETING** (Section 72 (2) (h) of the Owners Corporations Act 2006)

The Members **RESOLVED** to confirm that the Minutes of the last Annual General Meeting held on 6 November 2024 are a true and accurate record of the proceedings at that meeting.

2. **REPORTS**

2.1 **Manager's Report** (Section 126 of the Owners Corporations Act 2006)

The Members **acknowledged** the Manager's Report as attached to the Notice of Annual General Meeting. The report confirmed the professional indemnity insurance held by Property Investment Services Pty Ltd.

2.2 **Committee Report** (Section 115 of the Owners Corporations Act 2006)

The Members **acknowledged** the report presented at the meeting. The report is attached to the minutes.

2.3 **Complaints/Dispute Resolution Report** (Section 159 of the Owners Corporations Act 2006)

The Members **acknowledged** there was no formal complaint lodged since the last Annual General Meeting conducted on 6 November 2024.

Emi Sui clarified that:

- Only formal complaints, submitted using the prescribed form, are required to be reported at the Annual General Meeting.
- These formal complaints must also have been the subject of a grievance committee meeting.
- Any general or informal complaints received during the year are not reportable at the AGM under the legislation.

It was noted that:

- No formal complaints were received by the Owners Corporation since the last AGM in November 2024.
- No grievance meetings have been held in that period.
- While a number of VCAT proceedings have occurred, they are not classified as formal complaints and are therefore not included in this report.

Peter then outlined the nature of recent VCAT matters for transparency:

1. **OC29/2023**– Concerning health and safety issues around maintenance on common property.
2. **OC1042/2024** – Concerning the security breaches at the garage door.
3. **OC1424/2024** – Concerning the installation of individual water meters.

Mr Gubic raised concerns that:

- The ongoing VCAT cases were not reported in the previous AGM minutes or in the Notice of this Annual General Meeting.
- Omitting reporting on these VCAT matters from formal reporting constitutes a breach of Section 159 of the Owners Corporations Act.

Peter Xu acknowledged the concern and clarified that:

- These disputes did not fall within the timeframe or meet the definition of formal complaints report per Section 159.



- All VCAT matters would be summarised in the AGM minutes to ensure all owners are informed, although they are not mandated to be part of the formal complaint report.

Emi reiterated on the clarification provided by Peter Xu. Mr Gubic questioned the failure of PROPIS including all the relevant sections from the Owners Corporations Act 2006 in the AGM notice. Emi Sui reiterated that the AGM notice template is prepared at the discretion of PROPIS, in compliance with the requirements under the Owners Corporations Act, is not designed to cite all legislation in detail. Relevant references are provided where appropriate, but a full legal exposition is beyond the purpose of the AGM documents. Mr Gubic claims that the statement made by Emi was insulting which was strongly objected to and rejected.

While differing views were expressed regarding interpretation of the Act, it was agreed that the discussion and relevant clarifications would be recorded in the meeting minutes.

2.4 Penalty Interest on Arrears *(Section 29 of the Owners Corporations Act 2006)*

The Members **acknowledged** that the Owners Corporation did not receive any request to waive payment of interest during the reporting period.

3. PENALTY INTEREST *(Section 29 (1) and (2) of the Owners Corporations Act 2006)*

The Members **RESOLVED** to **continue** charging interest at the maximum applicable rate on monies owed by any Members to the Owners Corporation.

4. LEGAL PROCEEDINGS *(Section 30 of the Owners Corporations Act 2006)*

4.1 The Members **RESOLVED** to authorise the Owners Corporation Manager and/or the Owners Corporation Committee to commence legal proceedings at VCAT and/or the Magistrates Court of Victoria:

- To recover fees and other monies if the debt remains outstanding after 28 days following the issuing of a final fee notice;
- To enforce the rules of the Owners Corporation following a Grievance Meeting unless the Owners Corporation advises to the contrary; and
- To resolve any dispute involving the Owners Corporation as required, if permitted at VCAT and / or the Magistrates Court.

4.2 The Members **acknowledged** that any application to VCAT will seek to recover from a defaulting lot owner, monies owed, penalty interest and compensation for costs expended by the Owners Corporation.

5. COMMITTEE *(Section 98, 100 & 103 of the Owners Corporations Act 2006)*

5.1 Election of Committee of More Than Seven Members

Under the *Owners Corporations Act 2006*, a committee must consist of no more than seven members, unless the Owners Corporation passes an ordinary resolution to increase the number to a maximum of twelve.

In line with this provision, Members considered a motion to elect a committee comprising more than seven members as there were nine nominees.



Motion:

The Members resolve to elect more than seven members to the Owners Corporation Committee.

Voting Outcome:

In Favour: 22 Lots	Against: 27 Lots	Abstain: 6 Lots
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Resolution:

The Members **RESOLVED NOT** to elect more than seven members to the Owners Corporation Committee.

5.2 Election of Committee

The following nominations were received:

Lot	Nomination
Lot 17	Daniel Bitton
Lot 18	Iain Mercer
Lot 33	Marijan Cubic
Lot 37	Trevor Crewe
Lot 51	Silke Harms
Lot 52	Ray Graham
Lot 69	Tim Orton
Lot 113	Rosily Jones
Lot 123	Naomi Hayes

Note: Rosily Jones could not be nominated to the committee, as no proxy was received appointing her as the representative for Lot 113.

An election was held to appoint Members to the Owners Corporation Committee. The following are the results of the vote for each nominee:

Name	Lot Number	Votes For	Votes Against	Abstained
Silke Harms	51	44	0	11
Daniel Bitton	17	42	0	13
Tim Orton	69	42	0	13
Trevor Crewe	37	40	0	15
Raymond Graham	52	42	0	13
Iain Mercer	18	42	0	13
Marijan Gubic	33	2	36	17
Naomi Hayes	123	44	0	11



Following the vote, the Members **RESOLVED** to elect the following seven Members on the Owners Corporation Committee:

Lot	Nomination
Lot 17	Daniel Bitton
Lot 18	Iain Mercer
Lot 37	Trevor Crewe
Lot 51	Silke Harms
Lot 52	Ray Graham
Lot 69	Tim Orton
Lot 123	Naomi Hayes

Note: Delegation of Power or Function of the Owners Corporation

Pursuant to Section 11 of the Act, the Committee Members are delegated all the powers and functions of the Owners Corporation, except:

- A power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting; or
- The power of delegation under Section 11(2).

5.3 Election of Grievance Committee

The Members **RESOLVED** to elect the newly elected Committee Members to form the Grievance Committee.

6. INSURANCE

6.1 Current Cover (*Sections 59 & 60 of the Owners Corporations Act 2006*)

The Members **acknowledged** the current insurance cover details as per the presented policy schedule.

Peter Xu also disclosed current insurance matters: one ongoing claim related to water damage, with an outstanding amount of \$465,629.28, and another concerning legal defence expenses related to an ongoing VCAT case. However, as legal proceedings require the consent of both parties for the Owners Corporation to proceed with legal representation, and the other party did not contest the matter, the claim did not proceed and has since been withdrawn from the claim.

While discussion the policy coverage summary, a question was raised regarding the \$250,000 Lot Owners’ Fixtures and Improvements Cover.

Peter Xu confirmed that this section only comes in to play when the building sum insured is exhausted. For example, if an owner had improved their lot, and this hadn’t been accounted for in the building sum insured at the time of a total loss, then if the building sum insured was exhausted, there would be up to an extra \$250,000 to cover that lot owner’s improvements. (Subject to terms, conditions and exclusions.)



6.2 Valuation (Section 65 (1) and (2) of the Owners Corporations Act 2006)

The Members **acknowledged** the following:

- The last Valuation Report for insurance cover was obtained on 12 August 2020.
- The recommended amount was assessed as \$51,290,000.00

The Members **RESOLVED** to delegate the Manager the authority to obtain a valuation report for insurance purposes and instruct the insurance company to adjust the building cover accordingly.

IMPORTANT NOTES:

- **The Owners Corporation's insurance policy does not cover any private contents, including carpets, window coverings, loose furniture, light fittings, clothes, etc, regardless the lot is owner occupied or tenanted.**
- **The Owners Corporation's public liability cover applies primarily to common property. Lot owners should be separately insured for public liability cover in relation to their own premises, including car parking lots and storage units.**
- **All lot owners are reminded that it is their legal responsibility to advise the Owners Corporation of any changes in use or occupancy of their lot, that the owners corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately. Example of applicable change of use or occupancy is such:**
 - **Establishing a home-based business service, e.g. beauty service, massage, and alike; and**
 - **Converting a commercial premises into a residential dwelling.**
- **All lot owners are reminded to seek Owners Corporation's written approval for any planned renovations or building work inside the lot. Contractor's public liability insurance policy and the cost of work must be provided to the Owners Corporation's insurer prior to the work commencement. Acoustic and fire rating of new flooring products must be submitted as part of the application.**

7. FINANCIAL STATEMENTS (Section 34 of the Owners Corporations Act 2006)

The report was included in the Notice of Meeting. The Members **acknowledged** the receipt of the Financial Statements for the period ending 31 March 2025.

8. ADOPTED BUDGETS (Section 23 & 40 of the Owners Corporations Act 2006)

8.1 Administrative Fund Budget

The Members **RESOLVED** to adopt the proposed Administrative Fund Budget with an Administrative Fund Contribution of **\$550,000.00 + GST** for the period **1 April 2025 – 31 March 2025**, commencing **1 April 2025**. The budget will be automatically rolled into the next financial year until amended at a General Meeting.

8.2 Maintenance Fund Budget – As per Long Term Maintenance Plan

The Members **RESOLVED** to adopt the Maintenance Fund Budget with a Maintenance Fund Contribution of **\$205,962.00+ GST** for the period **1 April 2025 – 31 March 2026**, commencing **1 April 2025**. The Members further **RESOLVED** to obtain an updated Long Term Maintenance Plan after the major waterproofing project for the next financial year.

The levy schedule is attached to the minutes.



9. GENERAL BUSINESS

9.1 Carter Building Demolition

Dee Mason raised concerns about the upcoming demolition of the Carter Building next door, particularly regarding asbestos and the need for protective mesh between the properties.

Daniel Bitton advised that under building regulations, appropriate protective measures—such as mesh during scaffolding—are legally required to prevent debris from impacting neighbouring properties. However, dust mitigation (e.g. asbestos) is more difficult and generally outside OC control. Residents are encouraged to keep windows sealed during the demolition period.

Peter Xu noted that a similar construction project at another nearby property Queens Lane involved regular communication with the builder and the setup of a resident query channel. A similar approach will be taken here, including establishing a dedicated email for questions and requesting documents like asbestos assessments. The Committee will also confirm whether the basement is part of the demolition and may involve the Council for oversight.

9.2 Garbage Collection Timing

Jayden Hunter raised a concern regarding the timing of garbage collection, noting that collections have been occurring between 2:00 am and 5:00 am over the past six months, causing significant disturbance due to noise. He queried whether there had been any changes to the garbage collection arrangements and who is responsible for managing it.

Manny Lopez (FMV Operations Manager) acknowledged the concern and confirmed that smaller bins had been introduced specifically to reduce noise and ensure collection occurs after 6:00 am. He noted that the early morning collections were unexpected and contrary to the intended schedule. Manny committed to following up with the Building Manager to investigate and rectify the issue.

9.3 Communication Group

A resident submitted an online question asking whether a WhatsApp community chat could be established to receive notifications from the Owners Corporation (e.g., regarding emergencies such as floods or fires).

The Manager acknowledged the potential benefits of using WhatsApp for streamlined communication and quick alerts. However, concerns were also raised regarding the risks of misuse and loss of control in open chat environments, citing past issues in other communities such as misinformation, inappropriate content sharing, and harassment. It was emphasised that any platform used must be strictly managed with one-way communication from the Owners Corporation or Building Manager only. The matters will be further discussed with the committee.

9.4 Acknowledgment and Motion of Appreciation to the committee

Naomi, holding proxy for Frank Jones, conveyed Frank's formal thanks to the Maintenance Committee for installing the ramp in the bin area, which has significantly improved accessibility for him and likely others in the building.

In response, a motion was proposed to extend appreciation to **all Committee Members**, acknowledging their ongoing efforts and contributions on behalf of all residents.



10. MISCELLANEOUS ACKNOWLEDGEMENTS

Annual Essential Safety Measures Report

The Members acknowledged the receipt of the Annual Essential Safety Measures Report sent with the Notice of Meeting.

Management Agreement

The Members acknowledged that an Agreement has been signed in accordance with Section 119 of the *Owners Corporations Act 2006*.

Rules of the Owners Corporation

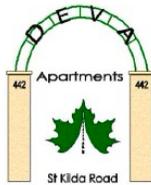
The Owners Corporation has registered Special Rules. In accordance with Section 136 of the Act, a lot owner who does not occupy their lot must give the occupier of the lot a copy of the Rules of the Owners Corporation at the commencement of occupation.

11. CLOSURE

There was no further business to discuss, the meeting closed at 7:16PM.

Minutes to be confirmed as a true and correct record at the next General Meeting.





DEVA Owners Corporation Committee (OCC) Chair Report - AGM – 28th May 2025

The Notice of AGM was submitted to owners on 13th May 2025.

The items listed in the Notice are mostly self-explanatory. However, the OCC's activities over the past reporting period may need some further clarification, such as:

1. End of Year Financial Statements – 31st March 2025 and Proposed 2026 Budget – Page 23.
 - a. The OCC's responsible financial management records another year of positive investments and operational surplus due to maintaining cost control, careful operational and project planning and windfall investment income.
 - b. Despite this, the annual levy for 2025-2026 has increased, in the main due the continuing complexity of the 14th June 2024 flood response that impacted DEVA. Some issues regarding the aftermath of the flood have not, as yet, been resolved, which have incurred additional related costs. These include :
 - i. Increased Insurance Premiums for 2025 and 2026
 1. CHU regularly report the progress of an unresolved continuing issue being managed by their building inspection department.
 - ii. Legal consulting
 - iii. Incidental ongoing flood response, repairs and residents' accommodation
2. VCAT Hearings
 - a. VCAT Hearings have escalated to unprecedented levels over the past 2 years. Defending unsubstantiated complaint applications, based on unsupported/unproven OH&S claims of breach of standards and security, are impacting on DEVA's resources. The OCC stands behind the professionalism and integrity of its long-term team of consultants, trades people and various service organisations that continually provide support to DEVA's operations and quality maintenance.
3. Garden Upgrade
 - a. A small cost in comparison to some of the operational overhead costs covered by our levies is the maintenance of our front garden. This year we authorised some renewed planting to replace some older and tired looking plants. A few years growth should see a lot more colour and vibrancy in our garden. These costs also include the plumbing repairs to the garden water supply.
 - b. Our gardener has advised that the best time to replenish our herb garden will be in early spring.



4. Major Projects
 - a. Basement and Lifts
 - i. The basement project is ready to commence with the imminent signing of the works contract prepared by contractual lawyers.
 - ii. On completion of the basement project, the lift upgrade will follow.
 - b. Long Term Maintenance Plan (MP) - Owners Corporation Act 2006
 - i. The OCC has been advised that after 5 years our current MP will need to be updated. A Fee Proposal and Quote for a renewed MP has been received by PROPIS and submitted to the OCC for review.

5. Body Corporate Management
 - a. PROPIS - The OCC would like to acknowledge and thank the PROPIS Team – DEVA’s Body Corporate Manager since January 2025 - for their professional management services and exceptional advice and support to the OCC and DEVA’s owners and residents.
 - b. FMV – The OCC would also like to acknowledge and thank our building managers in what has proved a difficult and disruptive year. After many years at DEVA, Walter Pena Bardales left us and transferred to a building in Carlton. His replacement, Rory Henderson, has been a welcome replacement and settled in very well. Unfortunately, due to family reasons, he has resigned his position and will finish in a few weeks’ time. FMV is recruiting for a suitable replacement, where a short list of candidates will be submitted to the OCC for review.

Chair – DEVA Owners Corporation Committee – AGM 28th May 2025



Approved 2025-2026 Budget

Administrative Fund	\$550,000.00
Maintenance Fund	\$205,962.00
Total	\$755,962.00
GST	\$75,596.20
TOTAL INC GST	\$831,558.20

Lot	Lot Liability	Yearly Amount	Q1 Apr - Jun 2025	Q2 Jul - Sep 2025	Q3 Apr - Jun 2025	Q4 Jan - Mar 2026	Quarterly Amount	Pro-Rata
11, 158	34	\$6,282.88	\$1,392.13	\$1,392.13	\$1,749.31	\$1,749.31	\$1,570.72	
12, 157	36	\$6,652.47	\$1,474.02	\$1,474.02	\$1,852.21	\$1,852.21	\$1,663.12	
13, 156	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50	
14, 155	22	\$4,065.40	\$900.79	\$900.79	\$1,131.91	\$1,131.91	\$1,016.35	
15, 159	23	\$4,250.19	\$941.74	\$941.74	\$1,183.35	\$1,183.35	\$1,062.55	
16, 160	22	\$4,065.40	\$900.79	\$900.79	\$1,131.91	\$1,131.91	\$1,016.35	
17, 161	41	\$7,576.42	\$1,678.75	\$1,678.75	\$2,109.46	\$2,109.46	\$1,894.10	
18, 162	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33	
19, 168	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33	
21, 169	34	\$6,282.88	\$1,392.13	\$1,392.13	\$1,749.31	\$1,749.31	\$1,570.72	
22, 170	37	\$6,837.26	\$1,514.97	\$1,514.97	\$1,903.66	\$1,903.66	\$1,709.31	
23, 171	44	\$8,130.79	\$1,801.58	\$1,801.58	\$2,263.82	\$2,263.82	\$2,032.70	
24, 172	24	\$4,434.98	\$982.68	\$982.68	\$1,234.81	\$1,234.81	\$1,108.74	
25, 173	23	\$4,250.19	\$941.74	\$941.74	\$1,183.35	\$1,183.35	\$1,062.55	
26, 174	25	\$4,619.77	\$1,023.63	\$1,023.63	\$1,286.25	\$1,286.25	\$1,154.94	
27, 175	42	\$7,761.21	\$1,719.69	\$1,719.69	\$2,160.91	\$2,160.91	\$1,940.30	
28, 176	34	\$6,282.88	\$1,392.13	\$1,392.13	\$1,749.31	\$1,749.31	\$1,570.72	
29, 177	34	\$6,282.88	\$1,392.13	\$1,392.13	\$1,749.31	\$1,749.31	\$1,570.72	
31, 178	35	\$6,467.67	\$1,433.07	\$1,433.07	\$1,800.77	\$1,800.77	\$1,616.92	
32, 179	37	\$6,837.26	\$1,514.97	\$1,514.97	\$1,903.66	\$1,903.66	\$1,709.31	
33, 180	46	\$8,500.37	\$1,883.48	\$1,883.48	\$2,366.71	\$2,366.71	\$2,125.09	
34, 181	25	\$4,619.77	\$1,023.63	\$1,023.63	\$1,286.25	\$1,286.25	\$1,154.94	
35, 154	25	\$4,619.77	\$1,023.63	\$1,023.63	\$1,286.25	\$1,286.25	\$1,154.94	
36, 153	27	\$4,989.35	\$1,105.52	\$1,105.52	\$1,389.15	\$1,389.15	\$1,247.34	
37, 152	46	\$8,500.37	\$1,883.48	\$1,883.48	\$2,366.71	\$2,366.71	\$2,125.09	
38, 151	37	\$6,837.26	\$1,514.97	\$1,514.97	\$1,903.66	\$1,903.66	\$1,709.31	
39, 163	37	\$6,837.26	\$1,514.97	\$1,514.97	\$1,903.66	\$1,903.66	\$1,709.31	
41, 164	38	\$7,022.05	\$1,555.91	\$1,555.91	\$1,955.11	\$1,955.11	\$1,755.51	
42, 165	40	\$7,391.63	\$1,637.80	\$1,637.80	\$2,058.01	\$2,058.01	\$1,847.91	
43, 166	49	\$9,054.74	\$2,006.31	\$2,006.31	\$2,521.06	\$2,521.06	\$2,263.69	
44, 167	27	\$4,989.35	\$1,105.52	\$1,105.52	\$1,389.15	\$1,389.15	\$1,247.34	
45, 235	29	\$5,358.93	\$1,187.41	\$1,187.41	\$1,492.06	\$1,492.06	\$1,339.73	
46, 234	29	\$5,358.93	\$1,187.41	\$1,187.41	\$1,492.06	\$1,492.06	\$1,339.73	
47, 233	48	\$8,869.95	\$1,965.37	\$1,965.37	\$2,469.61	\$2,469.61	\$2,217.49	
48, 232	38	\$7,022.05	\$1,555.91	\$1,555.91	\$1,955.11	\$1,955.11	\$1,755.51	
49, 231	39	\$7,206.84	\$1,596.86	\$1,596.86	\$2,006.56	\$2,006.56	\$1,801.71	
51, 244	40	\$7,391.63	\$1,637.80	\$1,637.80	\$2,058.01	\$2,058.01	\$1,847.91	
52, 243	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50	
53, 242	50	\$9,239.54	\$2,047.26	\$2,047.26	\$2,572.51	\$2,572.51	\$2,309.88	
54, 241	30	\$5,543.72	\$1,228.36	\$1,228.36	\$1,543.50	\$1,543.50	\$1,385.93	
55, 240	29	\$5,358.93	\$1,187.41	\$1,187.41	\$1,492.06	\$1,492.06	\$1,339.73	
56, 239	30	\$5,543.72	\$1,228.36	\$1,228.36	\$1,543.50	\$1,543.50	\$1,385.93	
57, 238	48	\$8,869.95	\$1,965.37	\$1,965.37	\$2,469.61	\$2,469.61	\$2,217.49	
58, 237	40	\$7,391.63	\$1,637.80	\$1,637.80	\$2,058.01	\$2,058.01	\$1,847.91	
59, 236	41	\$7,576.42	\$1,678.75	\$1,678.75	\$2,109.46	\$2,109.46	\$1,894.10	
61, 227	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50	
62, 228	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50	
63, 229	52	\$9,609.12	\$2,129.15	\$2,129.15	\$2,675.41	\$2,675.41	\$2,402.28	
64, 250	31	\$5,728.51	\$1,269.30	\$1,269.30	\$1,594.96	\$1,594.96	\$1,432.13	
65, 249	30	\$5,543.72	\$1,228.36	\$1,228.36	\$1,543.50	\$1,543.50	\$1,385.93	
66, 248	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33	
67, 247	50	\$9,239.54	\$2,047.26	\$2,047.26	\$2,572.51	\$2,572.51	\$2,309.88	
68, 246	41	\$7,576.42	\$1,678.75	\$1,678.75	\$2,109.46	\$2,109.46	\$1,894.10	
69, 245	42	\$7,761.21	\$1,719.69	\$1,719.69	\$2,160.91	\$2,160.91	\$1,940.30	



Lot	Lot Liability	Yearly Amount	Q1 Apr - Jun 2025	Q2 Jul - Sep 2025	Q3 Apr - Jun 2025	Q4 Jan - Mar 2026	Quarterly Pro-Rata Amount
71, 254	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50
72, 253	44	\$8,130.79	\$1,801.58	\$1,801.58	\$2,263.82	\$2,263.82	\$2,032.70
73, 252	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
74, 251	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33
75, 268	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33
76, 223	32	\$5,913.30	\$1,310.25	\$1,310.25	\$1,646.40	\$1,646.40	\$1,478.33
77, 224	53	\$9,793.91	\$2,170.09	\$2,170.09	\$2,726.86	\$2,726.86	\$2,448.48
78, 225	42	\$7,761.21	\$1,719.69	\$1,719.69	\$2,160.91	\$2,160.91	\$1,940.30
79, 226	43	\$7,946.00	\$1,760.64	\$1,760.64	\$2,212.36	\$2,212.36	\$1,986.50
81, 262	46	\$8,500.37	\$1,883.48	\$1,883.48	\$2,366.71	\$2,366.71	\$2,125.09
82, 261	47	\$8,685.16	\$1,924.42	\$1,924.42	\$2,418.16	\$2,418.16	\$2,171.29
83, 260	56	\$10,348.28	\$2,292.92	\$2,292.92	\$2,881.22	\$2,881.22	\$2,587.07
84, 259	51	\$9,424.33	\$2,088.20	\$2,088.20	\$2,623.96	\$2,623.96	\$2,356.08
85, 258	37	\$6,837.26	\$1,514.97	\$1,514.97	\$1,903.66	\$1,903.66	\$1,709.31
86, 257	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
87, 256	45	\$8,315.58	\$1,842.53	\$1,842.53	\$2,315.26	\$2,315.26	\$2,078.90
88, 255	44	\$8,130.79	\$1,801.58	\$1,801.58	\$2,263.82	\$2,263.82	\$2,032.70
91, 270	48	\$8,869.95	\$1,965.37	\$1,965.37	\$2,469.61	\$2,469.61	\$2,217.49
92, 269	49	\$9,054.74	\$2,006.31	\$2,006.31	\$2,521.06	\$2,521.06	\$2,263.69
93, 222	58	\$10,717.86	\$2,374.81	\$2,374.81	\$2,984.12	\$2,984.12	\$2,679.47
94, 267	53	\$9,793.91	\$2,170.09	\$2,170.09	\$2,726.86	\$2,726.86	\$2,448.48
95, 266	39	\$7,206.84	\$1,596.86	\$1,596.86	\$2,006.56	\$2,006.56	\$1,801.71
96, 265	56	\$10,348.28	\$2,292.92	\$2,292.92	\$2,881.22	\$2,881.22	\$2,587.07
97, 264	48	\$8,869.95	\$1,965.37	\$1,965.37	\$2,469.61	\$2,469.61	\$2,217.49
98, 263	47	\$8,685.16	\$1,924.42	\$1,924.42	\$2,418.16	\$2,418.16	\$2,171.29
101, 206	49	\$9,054.74	\$2,006.31	\$2,006.31	\$2,521.06	\$2,521.06	\$2,263.69
102, 207	51	\$9,424.33	\$2,088.20	\$2,088.20	\$2,623.96	\$2,623.96	\$2,356.08
103, 208	59	\$10,902.65	\$2,415.76	\$2,415.76	\$3,035.57	\$3,035.57	\$2,725.66
104, 209	55	\$10,163.49	\$2,251.99	\$2,251.99	\$2,829.75	\$2,829.75	\$2,540.87
105, 210	40	\$7,391.63	\$1,637.80	\$1,637.80	\$2,058.01	\$2,058.01	\$1,847.91
106, 273	58	\$10,717.86	\$2,374.81	\$2,374.81	\$2,984.12	\$2,984.12	\$2,679.47
107, 272	49	\$9,054.74	\$2,006.31	\$2,006.31	\$2,521.06	\$2,521.06	\$2,263.69
108, 271	49	\$9,054.74	\$2,006.31	\$2,006.31	\$2,521.06	\$2,521.06	\$2,263.69
111, 201	52	\$9,609.12	\$2,129.15	\$2,129.15	\$2,675.41	\$2,675.41	\$2,402.28
112, 202	52	\$9,609.12	\$2,129.15	\$2,129.15	\$2,675.41	\$2,675.41	\$2,402.28
113, 203	61	\$11,272.23	\$2,497.65	\$2,497.65	\$3,138.47	\$3,138.47	\$2,818.06
114, 204	57	\$10,533.07	\$2,333.87	\$2,333.87	\$2,932.67	\$2,932.67	\$2,633.27
115, 205	42	\$7,761.21	\$1,719.69	\$1,719.69	\$2,160.91	\$2,160.91	\$1,940.30
116, 213	59	\$10,902.65	\$2,415.76	\$2,415.76	\$3,035.57	\$3,035.57	\$2,725.66
117, 212	51	\$9,424.33	\$2,088.20	\$2,088.20	\$2,623.96	\$2,623.96	\$2,356.08
118, 211	50	\$9,239.54	\$2,047.26	\$2,047.26	\$2,572.51	\$2,572.51	\$2,309.88
121, 221	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
122, 220	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
123, 219	63	\$11,641.81	\$2,579.54	\$2,579.54	\$3,241.37	\$3,241.37	\$2,910.45
124, 218	56	\$10,348.28	\$2,292.92	\$2,292.92	\$2,881.22	\$2,881.22	\$2,587.07
125, 217	51	\$9,424.33	\$2,088.20	\$2,088.20	\$2,623.96	\$2,623.96	\$2,356.08
126, 216	63	\$11,641.81	\$2,579.54	\$2,579.54	\$3,241.37	\$3,241.37	\$2,910.45
127, 215	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
128, 214	54	\$9,978.70	\$2,211.04	\$2,211.04	\$2,778.31	\$2,778.31	\$2,494.67
131, 230 & 274	115	\$21,250.93	\$4,708.69	\$4,708.69	\$5,916.78	\$5,916.78	\$5,312.73
TOTAL INCL GST	4500	\$831,558.20	\$184,253.04	\$184,253.04	\$231,526.06	\$231,526.06	\$207,889.55





Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006160488
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/12/2025 to 31/12/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 326467
Situation	442 ST KILDA ROAD MELBOURNE VIC 3004

Sections

Section 1 – Insured Property

Building: \$53,854,500
Common Area Contents: \$538,545
Loss of Rent & Temporary Accommodation (total payable): \$8,078,175
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$8,078,175
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,211,726
Escalation in Cost of Temporary Accommodation: \$403,908
Cost of Removal, Storage and Evacuation: \$403,908
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Date Printed

08/01/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

PROPIIS

PROPERTY INVESTMENT SERVICES PTY LTD
Level 5, 517 St Kilda Road
MELBOURNE VIC 3004

PHONE 03 9867 7677 EMAIL info@propis.com.au

Account Statement

Owners Corporations Act 2006 Section 31

Lot: 106, 273 01/01/2025 to 01/09/2026

Deva Apartments 442 St Kilda Road Strata PS 326467G

Due Date	Invoice No.	Description	Dr	Cr	Balance
		Opening Balance			\$0.00
1/04/2025	272569	Quarterly Members Contribution 1/04/2025 - 30/06/2025	\$2,374.81		\$2,374.81
2/07/2025	289179	Quarterly Members Contribution 1/07/2025 - 30/09/2025	\$2,374.81		\$4,749.62
18/07/2025		Payment Bpay		\$4,749.62	\$0.00
1/10/2025	296324	Quarterly Members Contribution 1/10/2025 - 31/12/2025	\$2,984.12		\$2,984.12
24/10/2025		Payment Bpay		\$2,984.12	\$0.00
1/01/2026	305890	Quarterly Members Contribution 1/01/2026 - 31/03/2026	\$2,984.12		\$2,984.12
23/01/2026		Payment Bpay		\$2,984.12	\$0.00
1/04/2026	317614	Quarterly Members Contribution 1/04/2026 - 30/06/2026	\$2,679.46		\$2,679.46
		Total	\$13,397.32	\$10,717.86	\$2,679.46



Total of this notice:

\$2,679.46



CARD OR DIRECT DEBIT

DEFT Reference Number
2647612710175435

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Welcome to Everywhere Real Estate.

Rental Payments

Rent is to be paid through Electronic Funds Transfer (EFT). Please ensure that your rent is paid in time to reach our office at least 4 days before your due date. This will ensure that your rental payments do not fall into arrears.

Please see attached as to how rent is to be paid.

Condition Report

In your sign up appointment, you were given a "CONDITION REPORT". This is an accounting of all the properties details which your Property Manager has recorded. Naturally, there may be things that we are unaware or possibly may have overlooked. For this reason, we kindly request that during the moving in process you record any details that you feel we may have left out and return it to us within 5 working days. If you do not return the condition report within the 5 days we will assume that you did not find any discrepancies/issues and that you agree with the details of our report and that will be the one we use to company with at the end of your tenancy. If you have not returned the report but found discrepancies/issues you will be held responsible for these at the end of the tenancy.

Maintenance issues

Should you have any maintenance issues throughout your tenancy, please be advised that we require written notification (either via email or text message). This is our company policy and is our way of protecting both yours and the landlords interest by ensuring that requests are not overlooked and can be date & time stamped.

Routine inspections/keys

You have been provided with one set of keys to the property. If you require a second/third set, it will be your responsibility to get them cut. The exact set of keys that were provided to you at the beginning of your tenancy will be expected to be returned at the end of it. We also have a set of keys to the property and will use them in case of an emergency, to allow access to maintenance people/valuators or to conduct routine inspections. You will ALWAYS be notified when someone is going to be attending the property. Your first Routine Inspection will be around your 3 month anniversary of residing at the property, then every 6 months thus after.

Electronic communication

Because of the increasing delays in postage, we will either text or email to send you notifications of inspections etc.

Contact details

It is extremely important that you keep us updated with any changed to either your phone number or email address.

Emergency contact

I am available on the mobile after hours for emergencies. If I do not answer, please leave me a message or send me a text, stating the property address, your name and the emergency. I will endeavour to get back to you as soon as I can.

Initial DS



Arrears Policy

We have a **ZERO TOLERANCE FOR ARREARS**. Therefore, the following is what will happen if your rent does not reach us by the due date.

Rent is to be kept in advance at all times.

DAY 1 - 4 –Email or SMS

DAY 6 – Email or phone call

DAY 7 – Reminder Letter and Email

Day 10 – Overdue rent letter

Day 15 – Notice to Vacate (14 days)

Day 30 – Application to VCAT for Possession, Rent & Bond.

Please keep in mind that failing to pay your rent will result in a bad rental reference and affect your chances of acceptance for any future properties you wish to lease. You will also be responsible for the court costs, lock changes, costs of fixing damage, cleaning and rent that may be outstanding.

Everywhere RE is a member of the rental tenancies database. As part of our commitments, we will be updating the database with negative information about your tenancy if you are constantly in arrears or are evicted from the property.

We will employ the services of a debt collection agency to recoup any outstanding funds. Please note that during this process, your credit rating may be affected, which may decrease your chances of obtaining any lending in the future.

If you anticipate that you will be making a late rental payment, please call our office and will note it on your file so it does not affect your history.

If you are experiencing financial difficulties which will affect your ability to make rental payment, it is important that you speak with us as soon as possible. We are here to help!



How to pay your rent

Everywhere Real Estate is a cash free office.

All rental payments are to be made via Electronic Funds Transfer (EFT) into our Trust Account.

Please ensure that payments are made **4 days prior** to your due date, so that the funds clear into our Trust Account on or before the due date.

Please note that rent payments will ONLY be acknowledged once the funds have cleared into our Trust Account. We will not acknowledge bank receipts as payment confirmation.

It is recommended that you setup and automatic transfer on your internet banking, to ensure that payments are always made.

Our Account Details:

Account Name: Everywhere Real Estate
Bank: ANZ
BSB: 013160
ACCOUNT NUMBER: 426400343

Please use the following reference when making a payment: **1006STKILDA**

Your Rent is due on or before the **19th** of every month.

Your monthly rental payment is **\$3,042.00**

Agent

DocuSigned by:

Dani Berko

6159B59BAC21476...

Tenant

Signed by:

R D

584171DBD2124D9...

DocuSigned by:

W

EA7AE53C34EC4F8...



NBN Rollout

Stelatel Communications has informed us that NBN Co.'s current service calls have been prioritised for internet service providers (TPG, iinet, Telstra, Optus). To speed up the process of having an internet connection available at your house, please contact your preferred internet provider and explain the following;

- You don't have an active phone line
- You need a new connection as your house is brand new and you currently have no phone line from the pit (street) to the house
- Explain to them that the conduit is ready from the boundary of the property to the house

In some cases, the phone operator may not understand that the house is brand new and that a phone line is NOT active. You need to stress to them that you require a new connection, otherwise they will send out the wrong contactors for connection which will delay the process.

If you incur a "\$300 NBN co new development charge" please let us know and email us the invoice and receipt of payment, once approved we can credit your rent.

If your Internet is FTTP (fibre to the premises) and you have a long wait for a technician to come out, please forward me your order number and we can try an arrange our contractors to speed up the process.

If you have any questions, please let us know.

Agent

DocuSigned by:

Dani Berko

6159B59BAC21476...

Tenant

Signed by:

[Handwritten Signature]

584171DBD2124D9...

DocuSigned by:

[Handwritten Signature]

EA7AE53C34EC4F8...



WET WIPES ARE NOT TO BE FLUSHED DOWN TOILETS

It is a condition of your Rental Agreement, that no Wet Wipes are to be flushed down any toilets.

Wet Wipes claiming to be 'Flushable' or 'Biodegradable' are misleading and false. They are not permitted to be used on any toilet.

According to Australia's water services providers, blockages caused by wet wipes are costing them an estimated \$15 million a year to clear.

About 75% of all sewer blockages involve wet wipes.

Wipes claiming to be flushable have been found by The ACCC to be false and misleading. Wet Wipes may flush down toilets, but do not disintegrate. This built up leads to blockages in the sewers.

If your toilets are blocked, you'll need to follow some simple steps to unblock them.

If you are unsuccessful in unblocking your toilet, we will arrange a plumber to attend your property. The plumber will assess to cause of the blockage and if it is found to be a result of build-up of Wet Wipes and/or other items, the costs of the plumber is to be paid for entirely to the tenant/s.

By signing this form, the tenant/s acknowledge that under no circumstances, are any type of wet wipes, rubbish and other sanitary items are to be flushed down any of the toilets. The cost to unblock and rectify damages caused by these items will be paid for by the tenant/s.

Agent

DocuSigned by:
Dani Berko
6159B59BAC21476...

Tenant

Signed by:
[Signature]
584171DBD2124D9...

DocuSigned by:
[Signature]
EA7AE53C34EC4F8...

MOVE ME IN

TO A BETTER DEAL >>>

Let us Connect you!

Everywhere Real Estate has teamed up with Move Me In. The comprehensive comparison services of Move Me In, provides an easy solution when it comes to home utility connections. A one stop shop for all utilities and essential services connection, we can find the best value;



Electricity



Gas



Internet



Phone



Pay TV



Removalists



End of Lease Clean

Free, Quick and Easy Service!

Our customer care team will call you and take the stress away.



Tenant Vacate Checklist

General

- All light fittings in working order, clean and free from dust and insects.
- Power points and light switches are to be wiped over to remove finger prints/grime.
- Ceiling fans to be free from dust.
- Remove cobwebs from inside and outside of property.
- All rubbish must be removed from the property.
- If pets have been kept on the premises, the property must be treated for fleas.
- External areas returned to same condition as commencement of tenancy, including gardens, pools, and garage.
- Garden to be weeded (where applicable)
- Driveways, carports and all concrete areas to be free from oil and grease stains.
- Garage floor area to be swept and be free from oil and grease stains.
- Please ensure all user manuals, modems and appliance remote controls are returned.

Bedrooms

- Built in wardrobes – tracks cleaned.
- Mirrors cleaned.
- All clothes removed.

Kitchen

- Cupboards to be washed inside and out.
- Bench tops to be washed and clean.
- Splashbacks to be washed and clean.
- Drawers to be washed and clean.
- Oven [including oven trays and racks], griller tray, Oven door top to be cleaned and free from grime.
- Cook top to be cleaned and free from grime (especially around the handles).
- Exhaust fan/range hood to be cleaned and free from oil build up (especially on top and bottom grill).
- Sink and taps to be washed and clean.
- Dishwasher [if applicable] must be cleaned inside and out (run a cleaning cycle).
- Refrigerator [if applicable] must be defrosted, cleaned inside and out and left with door ajar.
- Floors Cleaned



Bathroom, Ensuites

- Tiles cleaned, grouting and ceiling free of mould.
- Vanity basins, taps, shower screens and bath free of all soap scum.
- Exhaust fan cleaned and free from residue.
- Toilet to be cleaned thoroughly and disinfected inside, outside and behind.
- Drawers to be washed and clean.
- Mirrors to be washed and clean.
- Floors Cleaned.

Laundry

- Laundry tub cleaned.
- Washing machine and dryer [if applicable] to be cleaned inside and out.
- Cupboards to be cleaned inside and out.
- Floor cleaned.

Floors

- Carpets are to be professionally cleaned and receipt provided. If pets had been approved at the property, the carpets are to be deodorized as well.
- Tiles and timber floors swept and mopped.
- Kickboards/timber skirts to be washed to remove scuff marks.

Windows and Blinds

- Cleaned windows inside and where able outside.
- Window sills and tracks cleaned.
- Blinds are clean and free from dust.

Walls and skirting

- Wipe down the walls and skirting
- Wipe down of scuff marks around the property



Other required procedures

- Arrange for your mail to be directed.
- Disconnect the electricity / gas / telephone / water – advise the companies of your lease end date and arrange for final readings.
- Make sure your rent is paid to your vacating date.
- Provide the office with your forwarding address and contact numbers.
- Carpet cleaning receipt.
- Vacate clean receipt (if you have arranged a professional cleaner).
- Return all keys by 4pm on your vacate date.

Code 135

Residential Rental Agreement[®]



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997 (Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed day of , 20

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. PREMISES LET BY RENTAL PROVIDER

Address of premises



Initial DS

Code 135

Residential Rental Agreement[®]



3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: **Juan Febragon Mundisugih**

Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

Full name or company name of rental provider: **N/A**

Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

Full name or company name of rental provider: **N/A**

Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**

Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **West Property Group Pty Ltd Trading as Everywhere Real Estate**

Address: **Level 5 / 260 La Trobe Street, Melbourne VIC 3000**

Phone number: **03 9526 8102**

ACN: **627 793 551**

Email address: **rentals@everywherere.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. RENTER DETAILS

Each renter that is party to the agreement must provide their details here.

Initial DS

Code 135

Residential Rental Agreement[®]



Full name of renter:	Rishul Dodhia
Current Address:	725/32 Bray Street, South Yarra, VIC, 3141
Phone number:	0412 147 565
Email address:	rishul@zone2020.com
Full name of renter:	Samia Gupta
Current Address:	725/32 bray street, south yarra, vic, 3141
Phone number:	0493 375 848
Email address:	samiagupta96@gmail.com
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A

5. **LENGTH OF AGREEMENT**

Fixed term agreement

Start date: 19th day of December, 2024
 (this is the date the agreement starts and you may move in)

End date: 18th day of December, 2025

Periodic agreement (monthly) Start date: _____ day of _____, 20____

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

Initial DS

Code 135

Residential Rental Agreement[®]



6. RENT

The rent amount is (\$) (payable in advance)

3,042.00

To be paid per: (tick one box only)

week fortnight calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

19th of each month.

Date first rent payment due

19/12/2024

7. BOND

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$)

\$3,042.00 (PAID)

Date bond payment due

19/12/2024

PART B – STANDARD TERMS

8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **Bank Deposit**

Payment Details : **Name: ERE Trust, BSB: 013160, Account: 426400343, Reference: 1006STKILDA**

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

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Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER:

Yes, at this email address: **rentals@everywherere.com.au**

No.

DocuSigned by:
Dani Berko
6159B59BAC21476...

The RENTAL PROVIDER:

Yes, at this email address: **rentals@everywherere.com.au**

No.

The RENTAL PROVIDER:

Yes, at this email address: **rentals@everywherere.com.au**

No.

9.2



REIV

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Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER:

Yes, at this email address:

Rishul Dodhia
rishul@zone2020.com

Signed by:

584171DBD2124D9...

No.

The RENTER:

Yes, at this email address:

Samia Gupta
samiagupta96@gmail.com

DocuSigned by:

EA7AE53C34EC4F8...

No.

The RENTER:

Yes, at this email address:

N/A
N/A

No.

The RENTER:

Yes, at this email address:

N/A
N/A

No.

The RENTER:

Yes, at this email address:

N/A
N/A

No.

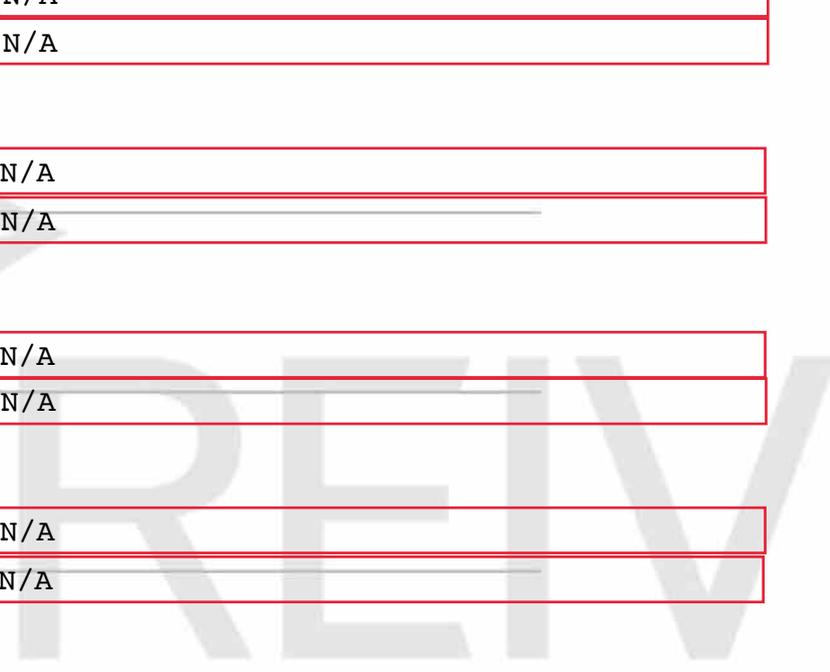
The RENTER:

Yes, at this email address:

N/A
N/A

No.

(The option to consent should be provided to each renter who is a party to the agreement)



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10. URGENT REPAIRS

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Ozan Altun**

Signed by:

 584171DBD2124D9...

DocuSigned by:

 EA7AE53C34EC4F8...

Emergency contact phone: **0420 765 539**

Emergency contact email: **rentals@everywhere.com.au**

11. PROFESSIONAL CLEANING

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

YES

NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.



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Residential Rental Agreement[®]**16. SMOKE ALARM SAFETY ACTIVITIES**

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACTIVITIES

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

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Residential Rental Agreement[®]**PART D - RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. CONDITION OF THE PREMISES

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. MODIFICATIONS

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. URGENT REPAIRS

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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 Two handwritten initials in blue ink, 'R' and 'DS', each enclosed in a blue rectangular box. The 'R' is on the left and 'DS' is on the right.

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Residential Rental Agreement[®]**27. ASSIGNMENT OR SUB-LETTING**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS**31. ADDITIONAL TERMS (IF ANY)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 ***Important advice about “writing”.** In these additional terms the word “writing” means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

31.3.1 You must store rubbish and waste in appropriate containers with close fitting lids.

31.3.2 If a place or places are provided for rubbish and waste containers you will keep them there.

31.3.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gutters, downpipes, and stormwater drains**
- 31.9.1** As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.9.2** If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.

31.10.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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- 31.14.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTS and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

- 31.14.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTS and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

- 31.14.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 Leaving the premises at the end of the fixed term (see clause 5)

- 31.15.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

- 31.15.2** You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

- 31.15.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

- 31.15.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including

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the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.16 Leaving the premises after the fixed term ends

31.16.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.16.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

31.17.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:

- two copies of a condition report signed by me or my managing agent, and
- a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider's signature

31.18.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

Additional Items

Initial DS

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1. The TENANT agreed that all plants in pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor.

The TENANT agrees to placing candles in a suitable receptacle so that wax does not damage flooring or walls.

2. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he/she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTs and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

3. The TENANT acknowledges that the appliances supplied in the premises are part of the property being leased and any repairs necessary due to the TENANT's MISUSE will be at the TENANT's expense, and the items will be left in working order at the expiration of the tenancy.

4. The TENANT agrees it is his obligation to inform the Managing AGENT in writing of any repairs required for any of the above items before any repairs are carried out.

5. The TENANT agrees that should the premises not be left in a clean and relettable condition upon vacating the cost of cleaning is to be deducted from his security deposit.

6. The TENANT agrees to pay all bank charges due to dishonoured rental cheques and agrees to pay any further rental by bank cheques or money orders no further personal cheques will be accepted.

7. The TENANT agrees that the premises will be the place of residence for adults and children.

8. The TENANT agrees to park only in that space, carport or garage allotted to this tenancy and not to park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allotted is for registered vehicles only and no abandoned, disused, unroadworthy or unregistered vehicle will be allowed.

9. The TENANT has permission to keep dogs and cats. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by the Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/AGENT against any costs incurred. These animals must be kept OUTSIDE at all times and any said damage as a result of the dogs shall be rectified at the tenants costs.

10. The LANDLORD shall not be obliged to re-instate the premises in the event that the premises are totally destroyed or to such an extent as to be rendered unsafe for habitation.

11. The TENANT hereby agrees to pay all accounts levied for the usage of gas, electricity, telephone, oil or water consumption during the tenancy, irrespective of whether they are separately metered or combined and split between the residents of the building(s) (if applicable)

12. The TENANT agrees to have the carpets professionally steam cleaned at his/her expense at the expiration of the tenancy and to supply receipts as proof when returning keys. The TENANT hereby acknowledged that carpet cleaning costs will be claimed from the bond if a professional receipt is not provided.

13. The TENANT's hereby acknowledge that they received a copy of Rights and Responsibilities and a copy of the Condition Report applicable to the tenancy when signing the Residential Tenancy Agreement.

14. The TENANT agrees to abide by all rules and regulations as set down by the Body Corporate. (* attached hereto)

15. All rental payments must be made on time and in the current total amount. NO PART PAYMENTS WILL BE ACCEPTED. Dishonour fees will be payable by tenants if accounts contain insufficient funds.

Initial DS

Code 135

Residential Rental Agreement[®]



16. The TENANT agrees that there shall be no smoking inside the premises.

17. The TENANT agrees not flush any sanitary items, including any type of Wet Wipes, down the toilets. Any costs incurred by the LANDLORD in relation to unblocking toilets caused by these items will be passed on to the TENANT.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.



REIV

Initial DS
Handwritten initials 'R' and 'DS' in blue ink, enclosed in a blue rectangular box.

Code 135

Residential Rental Agreement[®]



32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Sign: DocuSigned by: *Dani Berko* Dated: 01 December 2024 |
6159B59BAC21476...

Name: Sign: _____ Dated: _____

Name: Sign: _____ Dated: _____

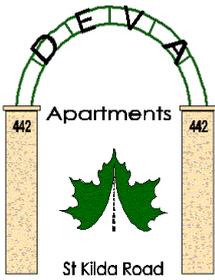
RENTER

Name: Sign: Signed by: *Rishul Dodhia* Dated: 02 December 2024 |
584171DBD2124D9...

Name: Sign: DocuSigned by: *Samia Gupta* Dated: 02 December 2024 |
EA7AE53C34EC4F8...

Name: Sign: _____ Dated: _____

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page



YOUR PERSONAL DEVA SECURITY AND SAFETY KIT

Dear DEVA Apartment resident,

The DEVA Owners Corporation Committee is pleased to provide you with this basic information document regarding safety and security in your apartment.

However, it should be understood that the DEVA Owners Corporation Committee is not responsible for the action you take in these matters.

We encourage you to read and adhere to the recommendations issued by your local Governmental Institutions following these links:

- **Home security:** http://www.police.vic.gov.au/content.asp?a=internetBridgingPage&Media_ID=118361

- **Home safety:**

Smoke Alarms: <http://mfb.vic.gov.au/Community/Home-Safety/SmokeAlarms.html>

Electricity: <https://esv.vic.gov.au/safety-education/electrical-safety-at-home/>

Gas: <http://www.esv.vic.gov.au/safety-education/gas-safety-around-the-home/>

- **Building:** <http://mfb.vic.gov.au/Community/High-rise-safety.html>

- **For seniors:** <http://mfb.vic.gov.au/Community/Safety-Programs/Seniors.html>

- **For leasing apartments:** <http://www.esv.vic.gov.au/safety-education/electrical-safety-around-the-home/landlord-and-property-manager-responsibilities/>

Always be Conscious of Security and Safety,

Signed by:

584171DBD2124D9...

DocuSigned by:

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DEVA APARTMENTS

GENERAL INFORMATION AND HOUSE RULES

Updated September 2022

Introduction

To ensure that the environment and living standards at Deva Apartments are maintained to your expectations and high standards, the Building Management team has prepared a set of House Rules and other general building information.

This document captures some of the **Registered Rules** and works in conjunction with the **Model Rules**. The **Model Rules** are imposed by law pursuant to Owners Corporation Act 2006 (Vic). If you are leasing and require a full copy of the Model Rules, incorporating the Owners Corporation Rules, please contact the Facility Manager.

The Building Management team trusts that the following information assists in making your home at DEVA Apartments an enjoyable and pleasant place to live.

Owners Corporation Manager

Whittles provide Owner's Corporation services. The company ensures that the Owner's Corporation operates in accordance with the *Owners Corporations Act 2006* (**the Act** - amended December 2021) and Owners Corporations Regulations 2018 (**the Regulations**) and is accountable for all the administrative, secretarial, and accounting.

Your key contact is Charles Rogers; he can be contacted by the following:

Office: 8362 3300
Facsimile: 8362 3306
Email: Charles.Rogers@whittles.com.au
Address: Suite 125, Level 1, 838 Collins St, Docklands, Vic, 3008

The Facility Manager

Facility Management Victoria (FMV) is contracted to provide facility management services that include the employment of the Facility Manager. Facility Management Victoria engages contract service providers to coordinate maintenance works on behalf of the DEVA Apartments Owners Corporation.

Your key contact is Walter Peña Bardales. Walter can be contacted by the following:

Mobile: 0437 945 721
Office: 9866 3310
Email: devastkildaroad@bigpond.com
Address: 442 St Kilda Road, Melbourne VIC 3004

The Facility Manager's hours of work are from 7.30 am to 4 pm Monday to Friday, at weekends they attend the office in the morning for a short period of time only.

Residents

All new owners and residents must fill and return the **Information Form** to the Owners Corporation Manager / Facility Manager.

Residents are asked to advise the Facility Manager or **Whittles** of any incident, damage or breakdown of equipment on the common property. Arrangements will then be made to undertake the necessary inspection and repairs.

Signed by:

DocuSigned by:

Animals / Pets

Only resident pets are permitted in an apartment. Residents must ensure their pets are always controlled. All pets must be leashed, carried, or properly always restrained when on or in common areas. If any animal creates any mess in any of the common areas, it must be cleaned up thoroughly and the area deodorised immediately by the pet's owner or supervisor.

Any animal causing a nuisance will result in the Owners Corporation issuing a caution to the owner. If the problem continues, the Owners Corporation will order the immediate removal of the animal. With the above in mind, it is in your interest to always demonstrate the utmost consideration to neighbours.

Cat and dog litter must be double bagged and tied securely before being placed in the rubbish chute or skip. Your pet is not permitted to be exercised in the ground floor garden area. Dogs are free to exercise off-leash in designated areas of the nearby Fawkner Park.

Ball Games etc

Ball games, roller-blading or skateboarding are not permitted on common property, which includes the car park and garden pavement or lawn areas.

Bicycles

Riding bicycles, skateboards, roller blades or similar means is not permitted in common areas. Bicycles may be stored in your assigned car-park lot. There are also available bike storage racks on the ground-level resident carpark. Please see the Facility Manager for further details. All bikes are stored at the owner's risk.

Building Works/ Alterations

Permission for building works or alterations to take place in your apartment must be sought through the Owners Corporation Manager in writing. Tradespeople must only work in your apartment between 8.00 am and 5.00 pm on weekdays and 9.00 am to 2.00 pm on Saturdays.

Visitor's carpark

There are 4 car-park spaces available on the ground floor strictly limited to be used by residents' visitors or trade people.

Any visitor is not permitted to use the Visitor's carpark for more than 10 hours in any one week.

Rules and infringement fines apply; please check with the Facility Manager.

Resident's Car-Park

Car parking is confined to your own parking lot. Please do not park in another resident's lot.

Parking lots must be kept clean and tidy. Your car, motorbikes and bicycles are the only vehicles allowed to be parked inside your assigned parking lot. Parking lots must not be used to store any household furniture, boxes and other goods.

It is your responsibility to ensure your vehicle does not leak oil. The cost to clean up oil from your car park lot will be forwarded on to the owner of the lot. The Owners Corporation is not responsible for any damage sustained to the resident's vehicle while entering or leaving the car park or theft of any vehicle or its contents while parked at DEVA.

There is no car wash facility in the building, and residents are not permitted to wash their cars in their car park lots.

Driving Safely in Shared Common Areas

Drivers of motorised vehicles of any form should be extra vigilant and cautious about the presence of pedestrians, children and animals when driving within the confines of the Common Property. Check speed limits and do not speed in or around the building.

Children under the age of 12 years must be always supervised and controlled by a responsible adult when they are on Common Property, particularly in our car parks and on our driveways.

Signed by:


DocuSigned by:


Please note, cars entering from St Kilda Road have the right of way over any cars exiting the car park. Please avoid any accidents or potentially dangerous situations by carefully reversing back down the driveway, should a car be entering whilst you are trying to exit onto St Kilda Road.

Safety inside your apartment

(There is a comprehensive information document included in this Welcome Pack called, 'Your Personal DEVA Security and Safety Kit')

There are fire sprinklers distributed through your apartment. In case of a fire, they are connected to the Melbourne Fire Brigade (MFB).

The Victorian Building Regulations 2018 requires smoke alarms to be installed in accordance with the Building Code of Australia (BCA). The regulations have stipulated mandatory annual testing for smoke alarms and other specific responsibilities for landlords regarding smoke alarm maintenance.

The apartment's smoke detectors are not connected to the Metropolitan Fire Brigade.

The smoke detectors in the common area corridors ceiling are connected to the Metropolitan Fire Brigade.

Please ensure that cooking smoke from your apartment i.e., burnt toast, must not be allowed to get into the floor corridor common area.

This may cause the automated smoke detectors in the corridors to activate the alarm system and call the MFB.

If there is excessive cooking smoke, switch on your exhaust fans and open windows.

An emergency evacuation plan is displayed on each level in front of the lift and in the rubbish chute corridors.

Please familiarise yourself with the emergency evacuation plans, the exit points and assembly areas.

There is a portable fire extinguisher available in each floor corridor next to the Service Cupboards.

Residents that require assistance in the event of an emergency due to a temporary or permanent disability, must leave their details at the Facility Manager's office.

Should a resident (or visitor of a resident) accidentally set off a fire alarm (common property smoke detector or fire sprinkler), then the owner of the visited apartment will be required to pay for the emergency Fire Services attendance fee.

Urgent contacts

There is a list of contractors on the notice board in the library room on ground level that you may use in an urgent situation. If you are renting, please contact your real estate agent for assistance. Alternatively, you can contact the Facility Manager for help and advice on working hours Monday to Friday, 7:30 am to 4:00 pm.

The Facility Manager can be contacted after hours only if an emergency arises related to common areas.

Gymnasium

Always observe the rules in relation to the use of the gymnasium. They are posted on the wall in the Gym. Open times are 6.00 am until 10.00 pm, 7 days a week. The gymnasium is for the use of residents only. Any use of the gymnasium is entirely at the user's risk, and the Owners Corporation takes no responsibility whatsoever in relation to the use of these facilities.

Lifts

There are two lifts available for residents' use; however, should you require to move furniture or appliances, please contact the Facility Manager in advance to temporarily allocate the lift for your own use.

Signed by:


DocuSigned by:


If a lift stops for any reason, please DO NOT PANIC. Press the emergency call button for a few seconds and then speak with the operator.

Mailroom and Parcel Deliveries

Please ensure that your mailbox is regularly cleared of all mail and papers.

Should a particular parcel arrive to your address, it will be left in the mail room. If you wish to have an unusual parcel delivered to DEVA Apartments or are expecting one, please see the Facility Manager. We ask that you to be present to accept large bulky deliveries.

The Owners Corporation will not be responsible for missing or stolen parcels.

(Due to COVID-19, residents expecting deliveries of any kind, including food or pharmaceuticals packages or parcels, must collect them at the outside side of the glass front doors of the building. Couriers delivering any orders must not enter the lobby, mail room, elevators, corridors, or apartments.)

Noise

Please be mindful of your neighbours and do not create any noise or behave in a manner likely to disturb their peaceful enjoyment of their apartment. As a guide, any noise that can be heard outside your apartment is a nuisance noise.

There is an Environment Protection Regulations and residential noise guidelines available at the Notice board in the library room at the ground floor.

Security

If you notice anyone acting suspiciously in the building, please contact the Facility Manager or police after hours. We request that you accompany your visitors whilst they are in common property areas. If you require an additional fob/swipe unit, please contact the Facility Manager.

Corridor Service Cupboards

On each level of the building's main corridors, there is an enclosed cabinet (*service cupboards*) where each apartment has allocated its electric power supply meter, main electric circuit breaker, hot water tanks and air conditioners isolation switches.

Goods of any description are not to be stored in these service cupboards. Storing items contravenes the Building Safety Regulations and the conditions of the Owners Corporation insurance policies. Any item will be removed immediately without notice.

Gas supply meters are to be found in the locker room next to stairwell #2. Your hot water tank unit will also be in your allocated storage locker. The hot water main isolation valve is situated behind the hot-water tank unit.

Smoking

Smoking is not permitted inside the building's common property areas, which include the garden, foyers, lifts, stairwells, car park, gymnasium, or terrace; however, if you wish to smoke, there is a designated area in front of the visitor's carpark where you can find an ashtray to dispose of your cigarettes' butts.

Television Reception

The DEVA Apartments Body Corporate provides a Free-To-Air cable connection within each apartment.

If a resident wishes to subscribe to any Pay television (*also known as subscription television*), they can do so at their own expense.

Signed by:


DocuSigned by:


Internal Communication (Intercom)

A secured one-way” closed circuit camera system (*intercom*) is available to each apartment. Please request the “Intercom Operational Manual” to understand and familiarise yourself with the use of this unit.

Waste Disposal and Recycling

DEVA residents are responsible for the disposal of their own hard waste or large furniture.

Glass, plastic bottles, newspapers, and other recyclable items are to be disposed of in the bins available in the Waste Room on the ground level. All cardboard boxes are to be folded down and placed into these bins.

Please contact the Facility Manager for directions and assistance.

Any tradespeople undertaking works on your behalf must remove and dispose of all rubbish and debris from our building.

Thank you for taking the time to read the information provided.

Signed by:


DocuSigned by:




MOVING IN OR VACATING AN APARTMENT

Introduction

To ensure the move in or move out process is organized with minimal disruption to other residents and all furniture and fittings in the common areas are protected against damage, each move in and out of the building must be booked with the Facility Manager. A lift will be assigned for use for a specific time/period.

It is extremely important that prior to the move your removalists contacts the Facility Manager to familiarize him or herself with the process and if necessary, inspect the building.

Bookings

Bookings are to be arranged at least two days prior to the intended move. The resident and Carrier will be required to sign a 'Form of Indemnity' prior to and on completion of the move.

The resident will be responsible for any damage to common property caused during the move and an account rendered for these and any cleaning required.

Access

There is one lift in the complex dedicated for all moves. There are height restrictions in the carpark and through the entry gates. Any building sprinklers damaged will activate the fire alarms.

If a sprinkler head is damaged and there is a fire alarm activated a Fire Brigade call out charge applies. The resident will be responsible for payment. Please note the average call out fee is in excess of \$2600 so please be careful.

All moves must be undertaken through the side door on the south side of the building and not through the front foyer doors.

Lift Car Dimensions

Height: 1.8 metres
Width: 1.8 metres
Depth: 1.4 metres

Times Moving in must be completed within the following times

8.00am to 4.00pm Monday to Friday

9.00 am to 4.00 pm Saturday and Sunday (Conditions

apply, please contact Facility Manager Monday to Friday from 9 am to 3 pm)

Boxes and Rubbish

Residents are to ensure all cartons and packing crates are bundled neatly and taken to the rubbish area on the ground floor. The resident is responsible for the removal and disposal of any unwanted furnishings.

Facility Manager

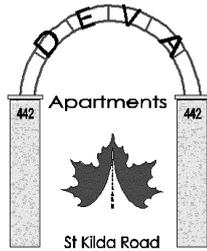
Phone 0437 945 721

Signed by:

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EMERGENCY PLAN

Emergency Phone Numbers	
Police	000
Fire (MFB)	000
Ambulance	000

1. THE PLAN

This plan describes Deva Apartments and its immediate surrounds.

An emergency is defined as any actual or imminent event which in any way endangers or threatens to endanger the safety or health of any person at or which destroys or threatens to destroy any property within the building, and which may have legal implications.

An emergency could include: -

- Fire
- Fatality
- Serious injury / assault
- Domestic dispute
- Car accident in the residential car park
- Firearms / weapons

This plan is intended to be flexible and covers minor emergencies, which may be managed by the residents, to major emergencies, which will be managed by emergency services.

After any emergency a written report is to be forwarded to **Whittles** Body Corporate.

Deva Apartments consists of 105 apartments.

A fire control board maintains and monitors the fire alarm system. It is located on the ground floor in the fire panel room. It is connected to the automatic fire sprinkler system, which is linked to the Melbourne Fire Brigade.

Appropriate contractors also maintain the Fire control board and sprinklers as specified to the Australian standards. The MFB has access keys only to the common property. Fire Brigade personnel will not enter apartments unless authorized or in the event of an emergency.

Signed by:

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2. IDENTIFYING THE RISKS

The risks are those associated with high-density living. All residents should be alert and aware of the importance of advising the relevant authorities, such as the police, of any concerns or suspicious activities.

There are numerous fire hoses, fire hydrants and fire extinguishers located in the building, and these are clearly marked.

The Facility Manager during inspections of common areas may identify potential hazards and take appropriate remedial action. Remember that all fire stairs must always remain clear. Ongoing problems will be reported to the Body Corporate Management Committee.

3. EMERGENCY COORDINATION

When you hear the alert tone, which is a **Beep Beep** sound. It indicates prepare yourself for evacuation.

When you hear the evacuation tone, which is a **Whoop Whoop** sound, it indicates to evacuate the building immediately. Voice commands will also be heard.

There are two sets of fire stairs along the corridor on each level. The Exit Signs on the ceiling direct you to these stairs (a floor plan is located in the garbage chute room on each level). Exit via the nearest stairwell.

Lighting in the exit stairwells is situated to the left of all the stairwell doors.

At your leisure, please check your nearest safety exit and stairwell to familiarise yourself with its layout and terrain. **Feel confident in an emergency, know where you are.**

When evacuating the building, residents should evacuate as quickly and as orderly as possible to the assembly area.

A person with a disability should be guided to a safe holding area with a responsible person remaining with them. If you are aware of any person who may require assistance, please contact the Facility Manager.

The all clear to return to the building will be given by the Officer-in-charge of the Emergency Service.

4. POST EMERGENCY

Residents should report damage to **Whittles** Body Corporate.

Whittles Facility Management will arrange for all emergency systems to be examined and tested.

Whittles Body Corporate will take appropriate action to have repairs undertaken.

If collective trauma counseling is required, it will be arranged by **Whittles** Body Corporate otherwise individual trauma counseling may be arranged on an individual basis.

Signed by:

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DocuSigned by:

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5. STANDARD FIRE ORDERS

Assist any person in immediate danger – **only if safe to do so.**

Close door in room of fire.

Call the Fire Brigade on **000**

Turn off any gas or electrical appliances.

Fight the fire **only if safe to do so.**

You can enter the fire escapes on any level. Ensure the doors are closed behind you.

Do not attempt to carry any personal belongings with you when evacuating.

You should not re-enter any floor or your apartment once the evacuation is in progress.

If stairs are smoked filled, return to apartment, and await assistance.

Consideration to use of balconies to attract attention should be given, **only if safe to do so.**

Remain at assembly area and ensure everybody is accounted for.

If you have any questions, please contact the Facility Manager or your OC Body Corporate Manager.

Walter Peña Bardales
Deva Facility Manager
0437945721

Charles Rogers
Whittles Body Corporate Manager
03 86323306

Signed by:

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WHAT HAPPENS WHEN HUMIDITY INVADES YOUR APARTMENT



(Before we begin you should understand that the DEVA Maintenance Committee has collected the following information for Residents who may be experiencing Condensation problems. However, the Maintenance Committee does not claim any expertise in this field and recommends that anyone who requires a specific solution to a specific problem should consult experts in this field)

It usually starts like this!

It's early morning
You just woke-up, crawled out of bed, open the blinds to greet the morning when ...
oh no, it's back!
Damn condensation dribbling down the windows ... again!
You grab a sponge and begin quickly to wipe them dry...
And you haven't even had coffee yet!
(And is that a child I hear screaming in the next room?)
This is happening far too often.

Is it just me or do others also suffer with condensation?

Well, for many years now a lot of residents at DEVA have been experiencing water condensation. Mostly on their windows in winter, particularly during very cold weather. It seems that the higher floor apartments with windows facing South suffer the most.

So, what is this stuff?

Obviously, it's water, but it's not any old water, oh no!
It is "humidity"!!!

But where does this unwelcome guest called humidity actually come from?

Primarily it comes from you ...
... your breathing
... your showering
... your cooking
... when washing clothes
... when drying clothes
... when ironing
... and from your indoor plants
... and even your pets

All of the above annoyingly generate water vapours, which the cold glass on your windows just loves because it can invite in that dreaded guest ... **condensation!**

Signed by:

DocuSigned by:

What is a safe indoor humidity level?

Apart from the obvious inconvenience (*all day drying and cleaning windows...!!*), high and low levels of humidity could have negative effects on your health, your sleep, and your home. Additionally, if the humidity in your apartment is maintained above 70% for a while, then mould can develop and grow in 24-48 hours, which is why it's important to tackle the excess humidity quickly.

This is also why you may find the problem serious enough to seek expert advice.

The magic range for ideal and comfortable apartment humidity is between 30% to 60%. With a "relative humidity" under 40%, pathogens (bacteria and infectious viruses) in air presence are reduced considerably.

On the other hand, air that doesn't have enough humidity can also trigger allergies, asthma, and can even damage wooden floors.

DEVA Apartments Vapours Extraction Systems

Unfortunately the "water vapour" extraction system in your apartment has been directed to the bathrooms only.

These vapours are extracted to the outside of the building by enclosed ceiling fans.

What about our kitchens?

No. Our kitchens **DO NOT** have cooking fumes extraction systems. That rectangular frame you see over the stove, that looks like a rangehood ... does not really work like an rangehood!

That rangehood extracts the unwanted fumes, smoke and steam from your cooking and then just transports them into the ceiling cavity of the whole apartment... *you're correct, it's not what you would expect, but that's how the original developer designed it!*

To off-set this, some residents have replaced the original rangehood with a more modern one, but the result is the same, no improvement in the removal of fumes, smoke and steam unless you install a more technically upmarket rangehood with a "carbon activated" filter that will reduce the smells considerably, but it still will **NOT** remove or eliminate the water vapours (humidity).

So, is help on the way? Is it possible to say goodbye to condensation?

First of all, in order for you to know for sure how much humidity there is in your apartment, buy a home hygrometer.

- Try to open two windows (*one at each end of the unit*) and allow the natural airflow to replace the "moisturized air"

... we know that in cold weather this is not ideal.

- Your air conditioner naturally helps reduce indoor humidity because it's introducing cooler air while removing warm humid air ... *well, yes, not easy in winter.*

Signed by:


DocuSigned by:


- Fans are excellent at moving warm stale air around in the room. A fan will increase the air flow in the room that will remove excess moisture through evaporation.
- Try taking shorter or colder showers. Showers produce a lot of excess steam that will increase the humidity in your apartment. The longer your shower, the more steam is produced ... *moreover, cold showers can be good for your health ...!! It's often a good idea to leave the fan "On" for several minutes after you have finished showering to help clear the steam.*
- When using the clothes dryer, always turn the vapour extraction fan "On".
- Make sure to not over-water your plants.
- Rugs have a tendency to collect moisture especially when humidity levels are high.

If you notice your rug getting damp or smelling mouldy, send it to the dry cleaners to get cleaned.

If none of these tips work to reduce your apartment humidity, you may have a serious humidity issue.

If that's the case, consider investing in a dehumidifier. It may cost between \$100.00 and \$2,000.00

And finally, here's a very simple idea that might help.

Charcoal briquettes can help remove humidity and even odours from the air, thanks to their adsorption properties. Buy a cheap bag of charcoal and place it in a basket. The charcoal will last for 2-3 months.

If possible, look for coconut shell charcoal. This charcoal has a high adsorptive power.

DISCLAIMER

Please take note: *while every effort has been made to ensure that the information included in this document is true and correct, the DEVA Owners Corporation stresses that the document provides general information only and that DEVA Owners Corporation is not responsible for the success or otherwise of the suggestions made.*

It should be read as an attempt to help you over-come the inconvenience of condensation in your apartment.

The Maintenance Committee recommends that you seek expert advice if you are attempting to solve a particularly difficult humidity problem in your apartment.

Prepared by the DEVA Apartments Maintenance Committee - August 2021

Further reading:

- 1) <https://www.nationalasthma.org.au/news/2016/indoor-humidity>
- 2) <https://www.consumerreports.org/home-maintenance-repairs/how-to-prevent-high-humidity-levels-at-home-a1096772313/>
- 3) <https://www.sensitivechoice.com/indoor-humidity/>

Signed by:


DocuSigned by:


Owners Corporation Notification of making, amendment or revocation of rules Section 142 Owners Corporation Act 2006

OC 27 (12/07)

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Privacy

The information collected and is maintained.

26/07/2011 \$58.80

OCAR



registers and indexes in the Victorian Land Registry

Lodged by: The Knight Alliance
Name: Kristina Hopkins
Phone: 9509 3144
Address: P.O. Box 678 Malvern 3144
Reference: 3264676
Customer Code:

Owners Corporation Number 1 Plan number 3264676

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 22 July 2011 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 22 July 2011

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

The common seal of Owners Corporation Number 1
Plan number 3264676
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:

M. Banks

Lot Owner

Full name Marie Dawn Banks
Address Apt 703, 492 St Kilda Road, Melbourne 3004

M. Werka

Lot Owner

Full name Werka Ilse
Address Apt 201, 492 St Kilda Road Melbourne 3004



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

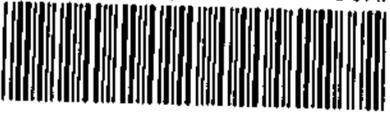
THE BACK OF THIS FORM MUST NOT BE USED

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

OWNERS CORPORATION – STRATA PLAN NO. PS 326467G

OWNERS CORPORATION RULES (PURSUANT TO THE OWNERS CORPORATION ACT 2006 (Vic) ("the Act"))

AJ093220M

26/07/2011 \$58.80 OCAR


Effective 22 July 2011

Model Rules for an owners corporation¹

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 an owner, occupier, or user of another lot.

*To ensure compliance with this Rule, the following subrules shall be implemented:*²

1.1.1 *an owner and/or occupier of the owner's lot must not use the lot or the common property or permit the lot or the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or visitors;*

1.1.2 *an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation to use the lot or permit the lot to be used for the commercial preparation of foodstuffs;*

1.1.3 *an owner and/or occupier of the owner's lot must not use the lot as a massage parlor or brothel for similar purposes;*

1.1.4 *an owner and/or occupier of the owner's lot must not use suffer or permit to be used on or in the lot any machine equipment or instrument operated by electricity which may cause interference with wireless or may cause interference with wireless or television reception by any person or persons for the time being occupying any of the lots, unless such machine equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;*

¹ The subrules contained in this document:

- (a) do not limit or fetter in any manner whatsoever the terms and operation of the Model Rules;
- (b) are located immediately below a relevant Model Rule, but may also be relevant to (or) other Model Rule(s).

² Subject always to the terms of Rule 1.1.

- 1.1.5 *an owner and/or occupier of the owner's lot must not use language or behave in a manner likely to cause offence or embarrassment to another owner and/or occupier of another lot or to any person lawfully using the common property;*
- 1.1.6 *an owner when leasing his/her/its lot shall make it a condition of the lease or tenancy that the lessee or tenant shall comply with these rules, the Act and the Regulations, or such other replacement regulations that are in force from time to time;*
- 1.1.7 *an owner and/or occupier of the owner's lot must ensure that their car parking space(s) is free from oil etc. The body corporate reserves the right to clean any parking space or neighbouring area and charge the owner for the cost incurred;*
- 1.1.8 *If any owner and/or occupier of the owner's lot observes use of a lot in material contravention of model rule 1.1, that person may report such conduct to the Caretaker (office: 9866 3310; mobile 0437 947 721) during working hours from Monday to Friday, namely 7.00am to 4.00pm. The Caretaker may also be contacted outside these hours, but only in the case of an emergency.*

1.2 Storage of flammable liquids and other dangerous substances and Materials.

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

1.3 Waste Disposal

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

*To ensure compliance with this Rule, the following subrules shall be implemented:*³

- 1.3.1 *an owner and/or occupier of the owner's lot must not place garbage on the common property except in a proper bin and in a place set aside therefore by the owners corporation;*

³ Subject always to the terms of Rule 1.3.

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- 1.3.2 *an owner and/or occupier of the owner's lot must not place any rubbish, which is not securely wrapped, or any bottles or cardboard cartons, in the garbage chute, or place any bottles on the common property, except in the containers in the garbage room set apart for the purpose of the owners corporation;*
- 1.3.3 *cat and dog litter must be double bagged and tied securely before being placed in the rubbish chute or skip.*

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 and services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount 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.

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 or enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.

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- (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.

To ensure compliance with this Rule, the following subrules shall be implemented:⁴

- 3.1.1 an owner or occupier of the owner's lot must not, unless he or she is the owner or the person in actual occupation of a lot of the building, use the gymnasium;*
- 3.1.2 an owner and/or occupier of the owner's lot must not permit children to use the gymnasium unless accompanied by and supervised by an adult;*
- 3.1.3 an owner and/or occupier of the owner's lot must not use the gymnasium except between 6.00am –10.00pm;*
- 3.1.4 an owner and/or occupier of the owner's lot must not use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or visitors;*
- 3.1.5 an owner and/or occupier of the owner's lot must not use the common property or permit it to be used in a manner that is likely to cause damage or deterioration to the common property;*
- 3.1.6 an owner and/or occupier of the owner's lot must not store or permit to be stored on any part of the common property any materials or goods on the common property unless the owners corporation first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;*
- 3.1.7 all owners of animals must comply with registration and vaccination laws, and ensure that the health or safety of the animal(s) does (do) not pose any health or safety risks to residents*
- 3.1.8 when travelling in a car, motor bike or bicycle on the common property, an owner and/or occupier of an owner's lot, or a visitor of an owner and/or occupier, must always travel at a safe speed and duly take into account other users of the common property;*

⁴ Subject always to the terms of Rule 3.1.

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- 3.1.9 *cars entering from St Kilda Road have the right of way over any cars exiting the car park. Avoid any accidents or potentially dangerous situations by carefully reversing back down the driveway, when a car is entering whilst any owner or occupier, or any visitor of any owner or occupier, is trying to exist onto St Kilda Road;*
- 3.1.10 *the visitors' car park is only for the use of visitors of an owner and/or occupier of an owner's lot; it is not for use by the owners or occupiers. Any visitor is not permitted to use the visitors' car park for more than 10 hours in any one week;*
- 3.1.11 *an owner and/or occupier of an owner's lot shall not engage in or permit rollerblading, skateboarding, rollerskating, or games of a similar nature, in any part of the common area, including the car parking areas, driveways and access pathways;*
- 3.1.12 *if any owner and/or occupier of an owner's lot observes any use of the common property in material contravention of model rule 3.1, that person may report such conduct to the Caretaker (office: 9866 3310; mobile 0437 947 721) during working hours from Monday to Friday, namely 7.00am to 4.00pm. The Caretaker may also be contacted outside these hours, but only in the case of an emergency.*

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:

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

To ensure compliance with this Rule, the following subrule shall be implemented:⁵

- 3.2.1 *an owner and/or occupier of the owner's lot must not use or permit to be used any car parking space to which the owner is entitled otherwise than for the purpose of parking a motor vehicle, motor bike or bicycle thereon and then only in such a manner as may be fair and reasonable and not unsightly to passersby.*

⁵ Subject always to the terms of Rule 3.2.

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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 (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorized 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.

To ensure compliance with this Rule, the following subrules shall be implemented:⁶

- 3.3.1 an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation, and then only on the terms and subject to the conditions specified in that consent, make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the lot or any part thereof;*
- 3.3.2 an owner and/or occupier of the owner's lot must not without the prior consent in writing of the owners corporation and then only on the terms and subject to the conditions specified in that consent, make or permit to be made any alteration to the painting or the decorating of the exterior of the lot;*
- 3.3.3 an owner and/or occupier of the owner's lot must not damage or deface or obstruct or permit to be damaged or defaced or obstructed any entrance, passageway, stairway landing, pathway or any other part of the common property or use the same for any purpose for which they are provided or properly available;*

⁶ Subject always to the terms of Rule 3.3.

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- 3.3.4 *an owner and/or occupier of the owner's lot must not, unless employed by the owners corporation for the purpose of installing, rectifying or maintaining the same, enter into any plant room, machinery room or adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the owners corporation;*
- 3.3.5 *an owner must, and must ensure that any occupier of the owner's lot, fully compensate the owner's corporation in respect of any damage to the common property or personal property vested in the owner's corporation caused by that owner or the occupier of the owner's lot, or the respective tenants, licensees or invitees.*

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.

To ensure compliance with this Rule, the following subrules shall be implemented.⁷

- 4.1.1 *an owner and/or occupier of the owner's lot must not use or occupy the lot or any part thereof, or permit or suffer the lot to be used or occupied for any use other than that of a private residence;*
- 4.1.2 *an owner and/or occupier of the owner's lot must not do or permit to be done on the lot any act or thing by reason of, or in consequence of which, any increased or extra premium may become payable for the insurance of the buildings and other improvements in the parcel or any part or parts thereof or any policy or such insurance may become void or voidable.*

5. Behaviour of persons

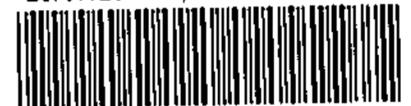
5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that 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.

⁷ Subject always to the terms of Rule 4.1.

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To ensure compliance with this Rule, the following subrules shall be implemented:⁸

- 5.1.1 an owner and/or occupier of the owner's lot must hang or permit to be hung any clothes or other articles on any part of the exterior of the lot (except in places expressly provided for the purpose) or such as to be visible from outside the lot;*
- 5.1.2 an owner and/or occupier of the owner's lot must not use the lot or any part thereof or the common property for the purpose of any public announcement or for the display of any placard advertisement or sign, unless consented to in writing by the owners corporation and then only on the terms and subject to the conditions specified in that consent;*
- 5.1.3 an owner and/or occupier of the owner's lot must ensure that all external building doors and the access to the basement carpark, including the garage gate, are securely closed at all times except when entering or leaving by such door;*
- 5.1.4 an owner and/or occupier of the owner's lot must not smoke, and must not permit others to smoke, in the lifts and common areas inside the building;*
- 5.1.5 while on common property, an owner and/or occupier of an owner's lot may only smoke in the designated smoking area, namely the ground level next to the bicycle racks and sliding gate and must dispose of all cigarette butts responsibly, including in the ashtray located in the designated area;*
- 5.1.6 an owner and/or occupier of the owner's lot must not move goods into or out of the building in the course of removal:
 - (a) using any of the lifts unless the protective covers have been installed by the Caretaker in the lift to be used therefor;*
 - (b) without making an appointment therefor with the Caretaker; or*
 - (c) at any time except between 9.00am and 5.00pm Monday to Saturday (public holidays excepted);**
- 5.1.7 an owner and/or occupier of the owner's lot must not sunbathe or bathe naked or, in the case of female, topless on the common property;*
- 5.1.8 an owner and/or occupier of the owner's lot must not use any private barbeque on the common property;*
- 5.1.9 an owner and/or occupier of the owner's lot must not hold private parties on the common property, unless the owners corporation consents thereto in writing and then only on the terms and subject to the conditions specified in that consent. Such conditions may include the signing by the owner and/or occupier of an agreement for a security guard or guards and the payment of a security deposit;*

⁸ Subject always to the terms of Rule 5.1.

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5.1.10 an owner and/or occupier of the owner's lot must not allow entry to the residential part of the building by any person not known to the owner or occupier.

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

To ensure compliance with this Rule, the following subrules shall be implemented:⁹

- 5.2.1 an owner and/or occupier of the owner's lot must not use or permit the lot to be used for any purpose which may be illegal or injurious to the reputation of the building 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;*
- 5.2.2 an owner and/or occupier of the owner's lot must not make or permit to be made any undue noise in or about the common property or any lot;*
- 5.2.3 an owner and/or occupier of the owner's lot must not make or permit to be made undue noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am.*

6. Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

⁹ Subject always to the terms of Rule 5.2.

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- (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 10 working days after the dispute comes to the attention of all the 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 Act.
- (8) This process is separate from and does not limit any further action under any further action under Part 10 of the Act.

Effective 22 July, 2011

I, Kristina Hopkins, as Secretary and Owners Corporation Manager of OCPS 326467G, hereby certify these Owners Corporation rules.

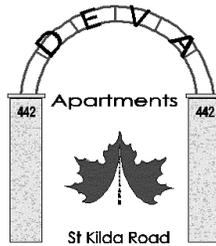


22 July, 2011

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RULES FOR GYM

The following rules for the gym at Deva Apartments are for your safety and convenience.

- The gym is for use by members of the body corporate and their immediate family. No guests of the body corporate member or their immediate family are allowed to use the gym.
- If area is not supervised do not exercise alone.
- Anyone less than 16 years of age must be accompanied at all times by a responsible person 18 years or older while in the gym.
- All persons using the gym do so at their own risk and sole responsibility.

Deva Apartments accepts no liability for injury, death or any loss associated with the use of the fitness center facilities, e.g., articles of clothing, valuables, etc.

- Do not exercise if you have consumed alcohol, drugs or medication within the last 3 hours. If you have consumed more than 2 drinks, do not exercise today.
- Any abuse of the equipment is not allowed.
- No smoking allowed.
- No pets allowed.
- Absolutely no glass containers allowed in the gym.
- Please wipe off equipment after you have used it.

Hours: 6.00 a.m. to 10.00 p.m.

In case of emergency please contact "000" or Facility Manager during working hours.

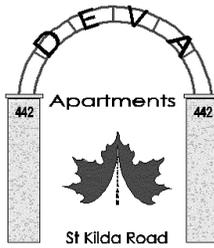
Facility Manager
0437 945 721

Signed by:

584171DBD2124D9...

DocuSigned by:

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RESIDENT INFORMATION SHEET

Return by: Handling to Facility Manager or putting in the Body Corporate Mailbox.

Email: devastkildaroad@bigpond.com

Email: charles.rogers@whittles.com.au

RESIDENT'S DETAILS:

Name & Title of Resident (s): _____

Apartment Number: _____

Telephone Number: Home: _____ Mobile 1: _____

Work: _____ Mobile 2: _____

Email 1: _____

Email 2: _____

Lease Start Date / /

Lease Expiry Date / /

REAL ESTATE AGENT DETAILS:

Real Estate Agent: _____

Address: _____

Telephone Number: _____

FOB NUMBERS:

Note: If you cannot read the numbers, please see Walter who will scan it through his system.

Please provide H.I.D Security Fob number 1. _____

2. _____

3. _____

VEHICLE DETAILS:

Car 1

Car Registration _____ Car park No _____

Type _____ Colour _____

Car 2

Car Registration _____ Car park No _____

Type _____ Colour _____

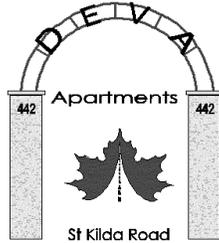
I acknowledge the following:

- I have been provided a copy of the registered rules by my Agent
- I acknowledge that should I park in the visitor's car parking that I could be liable for a fine

Signature (s): _____ Date: _____

Signed by: 
584171DBD2124D9...

DocuSigned by: 
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Visitor Car Parking only

The visitor's car park at the front of the building has been provided for the short-term parking of bona fide visitors.

Unfortunately, there have been several incidents where this provision has been abused.

The Deva Committee of Management has reviewed the use and administration of the visitor's car park.

The following rules will apply.

- Visitors' cars and motorbikes are permitted to use the visitor car park for up to a total of **10 hours duration in any one week (Mon-Sun)**.
- Should an occupier have a visitor staying for over 10 hours, they must obtain a permit from the Facility Manager.
- Cars and motorcycles are not permitted to park in designated NO PARKING or RESERVED areas.

The committee has handed over control of the parking to the City of Port Phillip, who will issue **finer of \$185 for an infringement** of the above rules. They are also able to tow vehicles away if they are restricting access or causing a safety issue.

If you have any questions, don't hesitate to contact me on 0437945721 or the OC Manager on 86323300 during working hours.

Thanks

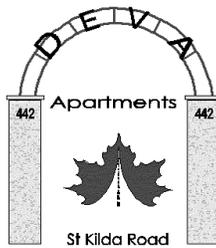
Facility Manager

Signed by:

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Dear Resident,

Welcome to Deva Apartments,

In your information pack you will find the following:

- Body Corporate Rules
- DEVA house rules and general information
- Resident and tenant information sheet
- Move in-out procedures
- Form of indemnity
- Rules of the Gym
- Visitor Car Parking note
- DEVA your security
- Humidity
- MFB Standard Fire orders
- Emergency Plan

Please read the Body Corporate Rules carefully. They are in place to ensure that living at the Deva Apartments is enjoyable for all residents.

A post office is located at 401 and 479 St Kilda Road and a Seven Eleven 75 mtrs north of Toorak Road on St Kilda Road.

My hours of work are from 7.30am to 4.00pm Monday to Friday excluding public holidays.

I trust you will enjoy living at Deva Apartments. If you have any questions or require assistance, please contact me on the following numbers:

Phone: 9866 3310
Mobile: 0437 945 721

Thank you

Walter Peña Bardales
Facility Manager

Signed by:

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