

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

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

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

**Print names(s) of person(s) signing:** .....

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

this offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

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

**Print names(s) of person(s) signing:** .....

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

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



# Table of Contents

Particulars of Sale .....	5
Special Conditions.....	7
General Conditions.....	8
1. ELECTRONIC SIGNATURE .....	8
2. LIABILITY OF SIGNATORY.....	8
3. GUARANTEE.....	8
4. NOMINEE .....	8
5. ENCUMBRANCES.....	8
6 VENDOR WARRANTIES .....	8
7. IDENTITY OF THE LAND .....	9
8. SERVICES .....	9
9. CONSENTS .....	9
10. TRANSFER & DUTY.....	9
11. RELEASE OF SECURITY INTEREST.....	9
12. BUILDER WARRANTY INSURANCE.....	10
13. GENERAL LAW LAND .....	10
14. DEPOSIT .....	11
15. DEPOSIT BOND.....	11
16. BANK GUARANTEE .....	12
17. SETTLEMENT .....	12
18. ELECTRONIC SETTLEMENT .....	12
19. GST .....	13
20. LOAN.....	14
21. BUILDING REPORT .....	14
22. PEST REPORT .....	14
23. ADJUSTMENTS .....	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING.....	14
25. GST WITHHOLDING.....	15
26. TIME & CO OPERATION .....	16
27. SERVICE.....	17
28. NOTICES.....	17
29. INSPECTION.....	17
30. TERMS CONTRACT .....	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT .....	17
32. BREACH.....	18
33. INTEREST.....	18
34. DEFAULT NOTICE.....	18
35. DEFAULT NOT REMEDIED.....	18



# Particulars of Sale

## Vendor's estate agent

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Yuanyuan Mao

Address: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: JS Conveyancing

Address: Unit 112, 847 Whitehorse Road Box Hill VIC 3128

Email: info@jsconveyancing.com

Tel: 03 9898 9852 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: Kelly Huang

## Purchaser

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11830 Folio 946	1406	PS724878P

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 1406 7 CLAREMONT STREET SOUTH YARRA VIC 3141

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

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

## Payment

Price \$ \_\_\_\_\_

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

Balance \$ \_\_\_\_\_ payable at settlement

## Deposit bond

☐ General condition 15 applies only if the box is checked



**Bank guarantee**

- ☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

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

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than

\_\_\_\_\_

Approval  
date:

\_\_\_\_\_



**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

### 1. Jointly and Severally

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

### 2. Whole Agreement

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

### 3. Default Interest

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of twenty per centum (20%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract of Sale.

### 4. Condition of Property and Chattels

The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements. The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding chattels so as to benefit the Purchaser and or the value of the property.

### 5. Variation to settlement date

Should the Purchaser make a request to vary the settlement date or failed to attend settlement, the Purchaser agrees to pay \$330.00 to the Vendor's Representative at settlement for each variation or rescheduling settlement fee in addition to the fee to issue a default or rescission notice. The Purchaser agrees this fee is the Vendor's reasonable estimate of additional legal costs incurred by the Vendor to facilitate the request, even if the request is not made directly through the Vendor's Representative.



## **6. Auction**

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

## **7. FIRB Approval**

7.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).

7.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.

7.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## **8. Swimming Pool and /or Spa**

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

## **9, Solar panels**

The vendor makes no representations or gives any warranties whatsoever with the respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.

The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

## **10, Amendment to general conditions**

The following new paragraph is added at the end of General Condition 32: "The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':

- (a) expenses payable by the vendor under any existing loan secured over the property and other property of the vendor;
- (b) costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
- (c) accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- (d) any penalty interest and charge payable by the Vendor to any third party as a result of any delay in the settlement of the Vendor's purchase;



(e) the vendor's legal cost and expenses as between the vendor's legal practitioner or conveyancer incurred due to the breach, including the cost of issuing any default notice agreed at \$800.00 plus GST for each notice."

## **11, Non-Merger**

Any provision of this Contract, which is capable of taking effect after completion of this Contract, will not merge on completion but rather will continue in full force and effect.

## **12, Nomination**

General condition 4 of the contract of sale is added:

12.1 The purchaser may no later than 14 days before the due date for settlement nominate a suitable 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.

12.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of \$330.00 for the nomination.

## **13, Adjustments**

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$330.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

## **14, Confidentiality**

The information exchanged under this contract and negotiations preceding the contract and any information contained within the electronic settlement workspace are confidential. The purchaser must not (without the prior written consent of the vendor) disclose such information unless required by law or unless the disclosure is to the purchaser's employees, officers, financiers, consultants or advisers as is required in order for the purchaser to perform their duties under this contract and the purchaser shall ensure the confidentiality of these persons.

## **15, No Land Tax adjustments**

Where the sale price of the property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at settlement or otherwise.

## **16, Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

The Purchaser warrant the Vendor that prior to the signing of the contract, it accept the conditions of the property and the attached Vendor statement and will not object to any part of the Vendor statement after executing this contract. The Vendor is not obliged to provide any further documents apart from the documents that attached to the Vendor statement of this contract to the Purchaser or his or hers representative.



## **17, Vendor's right to Terminate**

If at any time before or at settlement any one of the following events have occurred (irrespective of whether of any such event pertains to only one of the several persons or companies purchasing jointly), then the Vendor shall be at liberty in the Vendor's sole discretion to terminate this Contract by written notice to the Purchaser whereupon all money paid by the Purchaser to the stakeholder shall be refunded to the Purchaser without deduction: -

- (i) the Purchaser, being a natural person:-
  - a. dies;
  - b. becomes bankrupt;
  - c. is sentenced to imprisonment for a term exceeding one month; or
  - d. is unable to manage his own affairs by reason of unsoundness of mind.
- (ii) the Purchaser, being a company:-
  - a. is ordered to be wound up, or is placed in provisional liquidation or is placed in receivership;
  - b. enters into a scheme of arrangement for the benefit of its creditors;
  - c. resolves to go into liquidation or receivership;
  - d. is put into the control of a liquidator, receiver, or official manager; or
  - e. any or all of the directors and principal shareholders of the Purchaser fail or refuse to execute the form of Guarantee.

## **18, Land tax in the event of a breach**

If, as a result of a breach of this contract by or delay on the part of the purchaser, the property is registered in the name of the vendor at midnight on 31 December following the due date for settlement, land tax will be adjusted on the basis that the purchaser pays all of the land tax assessed, charged and levied on the vendor in respect of the property after the due date for Settlement.



# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

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

### 6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria 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 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## **8. SERVICES**

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## **11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1 )(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1 )(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal domestic or household purposes; and



- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.



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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
    - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
    - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.



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

## **16. BANK GUARANTEE**

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

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

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



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

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

18.5 This general condition 18.5 applies if there is more than one electronic 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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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



- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

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

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



- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract Consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.



- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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



## **27. SERVICE**

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

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

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



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

## **32. BREACH**

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

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

---

## **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

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

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

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - retain the property and sue for damages for breach of contract; or
    - resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply



that money towards those damages; and

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

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



## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Director (Sign)

Witness..... )

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Director (Sign)

Witness..... )



DATED

2025

**Yuanyuan Mao**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: UNIT 1406 7 CLAREMONT STREET SOUTH YARRA VIC 3141**

**JS Conveyancing**

Unit 112, 847 Whitehorse Road  
Box Hill Vic 3128

Tel: 03 9898 9852



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 1406 7 CLAREMONT STREET SOUTH YARRA VIC 3141

**+ Vendor's  
name**

YUANYUAN MAO

**Date**

/ /

**+ Vendor's  
signature**

**+ Vendor's  
name**

**Date**

/ /

**+ Vendor's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**



## Important information

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### 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:

\$ 7,000.00

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 knowledge<sup>1</sup>, 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.

- ☐ \*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

#### 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.

- ☐ \*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.



## 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:	

### 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:

To the best of vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the property. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.
--

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

\*The land is in a designated bushfire prone area within the meaning of 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	Stonnington Planning Scheme
(b) Name of responsible authority	Stonnington City Council
(c) Zoning of the land	Activity Centre Zone
(d) Name of planning overlay	Please see attached planning property report

## 4. NOTICES

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

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

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

OR

☒ \*Are as follows:

To the best of the Vendor's knowledge there is no outstanding non-compliance of any orders

### 4.2 Agricultural Chemicals

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

Not Applicable

### 4.3 Compulsory Acquisition

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

Not Applicable

## 5. BUILDING PERMITS

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

☐ \*Are contained in the attached certificate.

OR

☒ \*Are as follows:

Not Applicable



## 6. OWNERS CORPORATION

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

- ☒ 6.1 \*Attached is a current owners corporation 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 action 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.<sup>2</sup>

## 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 ☐

Services that are operating at the date of this Vendor Statement may not be operating at the date of completion of any Contract of Sale. The Purchaser will have to bear all fees and expenses to have the service operate in the Purchaser's own name.

<sup>2</sup> 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 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☐ \*Are contained in the attached building energy efficiency certificate.

OR

☒ \*Are as follows:

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

## 13. COMMERCIAL AND INDUSTRIAL PROPERTY TAX

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

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	AVPC No.
Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	Date: OR <input checked="" type="checkbox"/> Not Applicable

## 14. ATTACHMENTS

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

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

*(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

See attached



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

Page 1 of 1

VOLUME 11830 FOLIO 946

Security no : 124125953752C  
Produced 04/07/2025 05:35 PM

### LAND DESCRIPTION

Lot 1406 on Plan of Subdivision 724878P.

PARENT TITLES :

Volume 08159 Folio 414      Volume 08509 Folio 716

Created by instrument PS724878P 03/11/2016

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

YUANYUAN MAO of UNIT 1406 7 CLAREMONT STREET SOUTH YARRA VIC 3141  
AN541647T 09/02/2017

### ENCUMBRANCES, CAVEATS AND NOTICES

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  
AL685695T 16/02/2015

### DIAGRAM LOCATION

SEE PS724878P 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 1406 7 CLAREMONT STREET SOUTH YARRA VIC 3141

### OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS724878P

OWNERS CORPORATION 3 PLAN NO. PS724878P

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS724878P</b>
Number of Pages (excluding this cover sheet)	<b>42</b>
Document Assembled	<b>04/07/2025 17:35</b>

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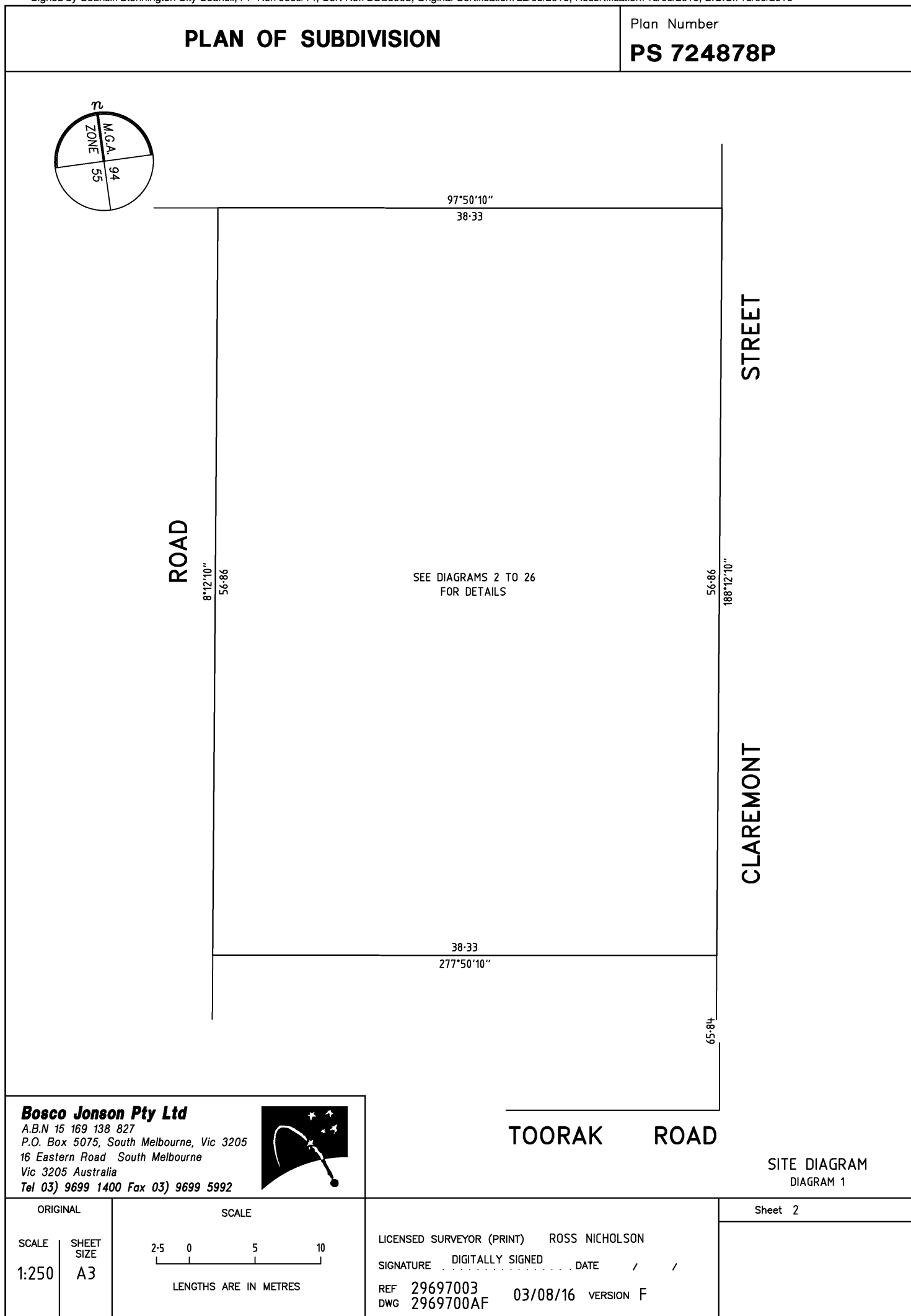
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<b>PLAN OF SUBDIVISION</b>		LV use only <b>EDITION 1</b>	Plan Number <b>PS 724878P</b>
<p style="text-align: center;"><b>Location of Land</b></p> <p><b>Parish:</b> PRAHRAN</p> <p><b>Township:</b> —</p> <p><b>Section:</b> —</p> <p><b>Crown Allotment:</b> —</p> <p><b>Crown Portion:</b> 5 (PART)</p> <p><b>Title Reference:</b> VOL 8159 FOL 414 &amp; VOL 8509 FOL 716</p> <p><b>Last Plan Reference:</b> TP222016J &amp; TP318818L</p> <p><b>Postal Address:</b> 3-5 &amp; 7-9 CLAREMONT STREET, (at time of subdivision) SOUTH YARRA VIC 3141</p> <p><b>MGA 94 Co-ordinates</b> E 323 430      <b>Zone: 55</b> (of approx. centre of land in plan) N 5810 230</p>		<p><b>Council Name:</b> STONNINGTON CITY COUNCIL</p> <p><b>Council Ref:</b></p>	
<b>Vesting of Roads and/or Reserves</b>			
<b>Identifier</b>	<b>Council/Body/Person</b>	<p><b>Staging</b>      This <del>is</del> is not a staged subdivision Planning Permit No.</p> <p><b>Survey</b>      This plan is/<del>is not</del> based on survey</p> <p>This survey has been connected to permanent marks no(s) —</p> <p>In Proclaimed Survey Area No. —</p> <p><b>Depth Limitation</b>      DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES MARKED 'E' MEDIAN: BOUNDARIES MARKED 'M' INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, CP No. 2 &amp; CP No. 3 AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES (EXCEPT THOSE MARKED 'E' AND 'M').</p> <p>ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p>	
<p>— — — — — DENOTES STRUCTURE (NON BOUNDARY)</p> <p>B - BALCONY</p> <p>P - PROJECTION OF UNDERSIDE OF BUILDING</p> <p>CP No.1 - COMMON PROPERTY No. 1</p> <p>CP No.2 - COMMON PROPERTY No. 2</p> <p>CP No.3 - COMMON PROPERTY No. 3</p> <p>C.O.G - CHANGE OF GRADE</p>			
<b>Easement Information</b>			
<p><b>Legend:</b>      E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p>		<p>A - Appurtenant Easement</p> <p>R - Encumbering Easement (Road)</p>	
<b>Easements &amp; Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.</b>			
<b>Subject Land</b>	<b>Purpose</b>	<b>Width (metres)</b>	<b>Origin</b>
<p><b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 		<p>LICENSED SURVEYOR (PRINT) ROSS NICHOLSON</p> <p>SIGNATURE ..... DIGITALLY SIGNED ..... DATE / /</p> <p>REF 29697003      03/08/16      VERSION F</p> <p>DWG 2969700AF</p>	
		Sheet 1 of 41 sheets	
		Original sheet size A3	
		<p>PLAN REGISTERED</p> <p>TIME: 9:16</p> <p>DATE: 3/11/16</p> <p>Randall McDonald</p> <p>Assistant Registrar of Titles</p>	





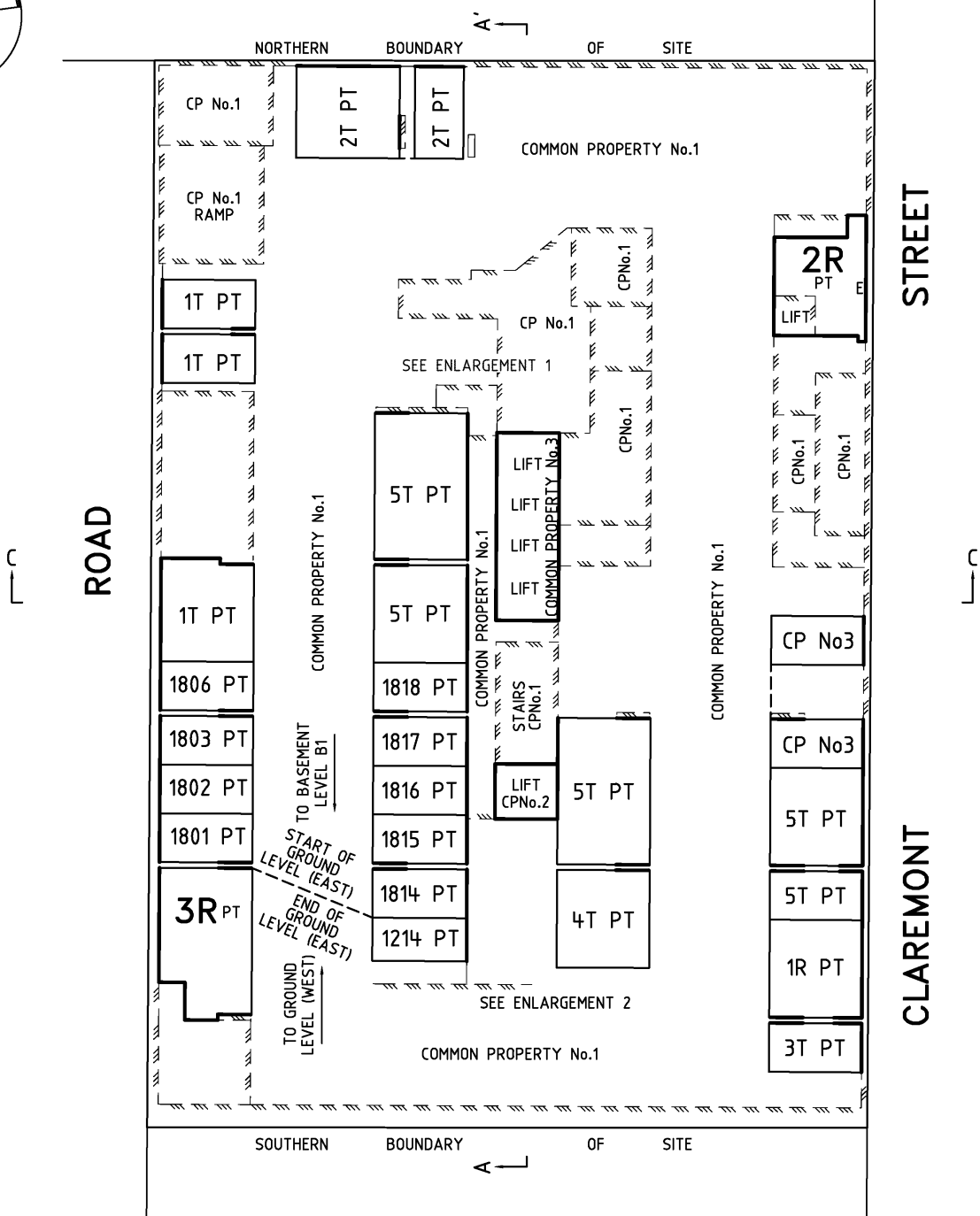
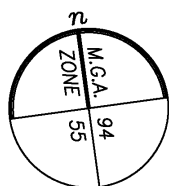
SITE DIAGRAM  
DIAGRAM 1



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



## Bosco Jonson Pty Ltd

A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



GROUND LEVEL (EAST)  
DIAGRAM 2

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

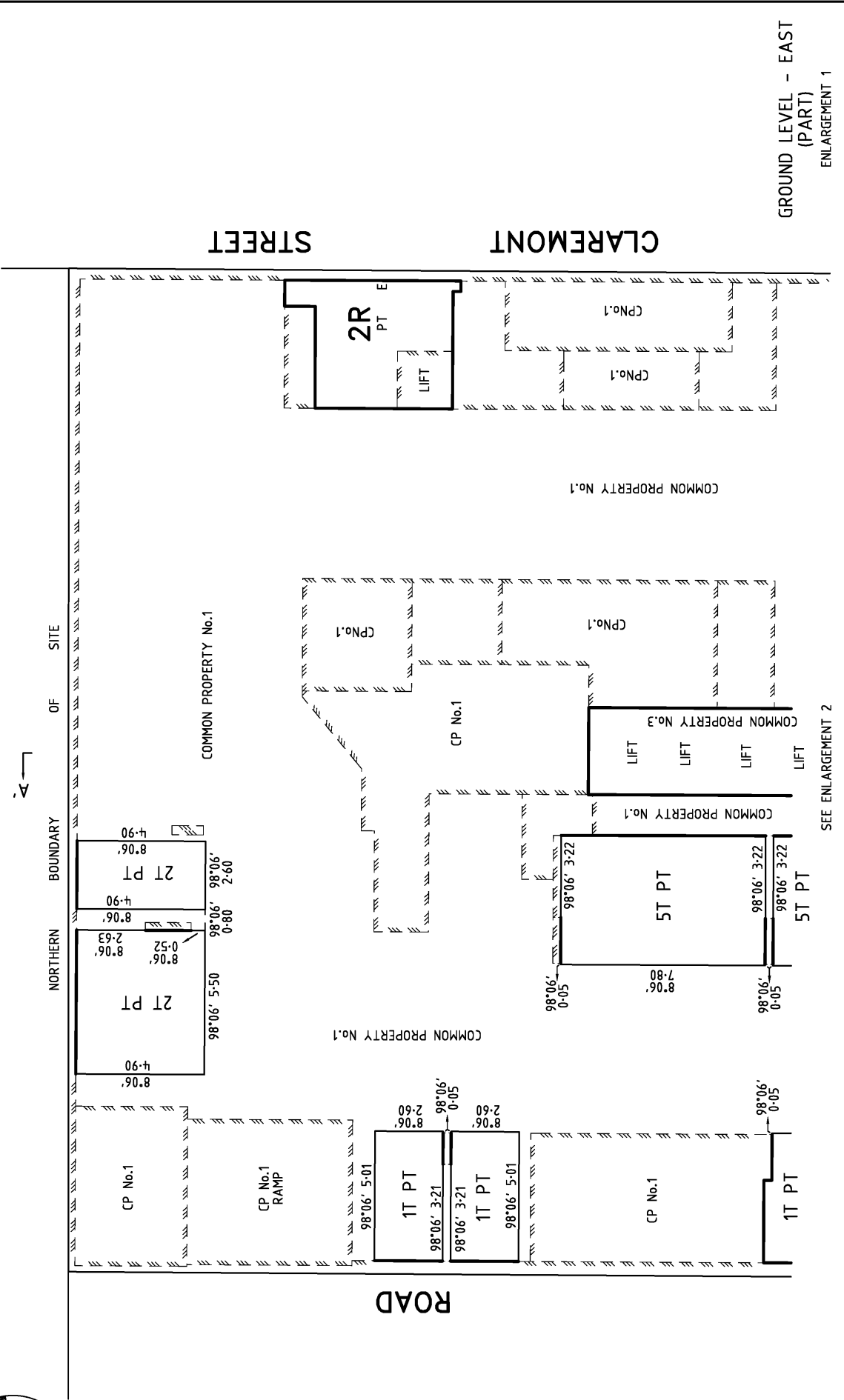
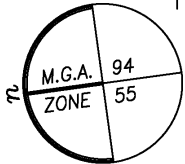
LICENSED SURVEYOR (PRINT) ROSS NICHOLSON


SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 3







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ORIGINAL

SCALE  
1:150

SHEET  
SIZE  
A3

SCALE  
1"= 6'

LENGTHS ARE IN METRES

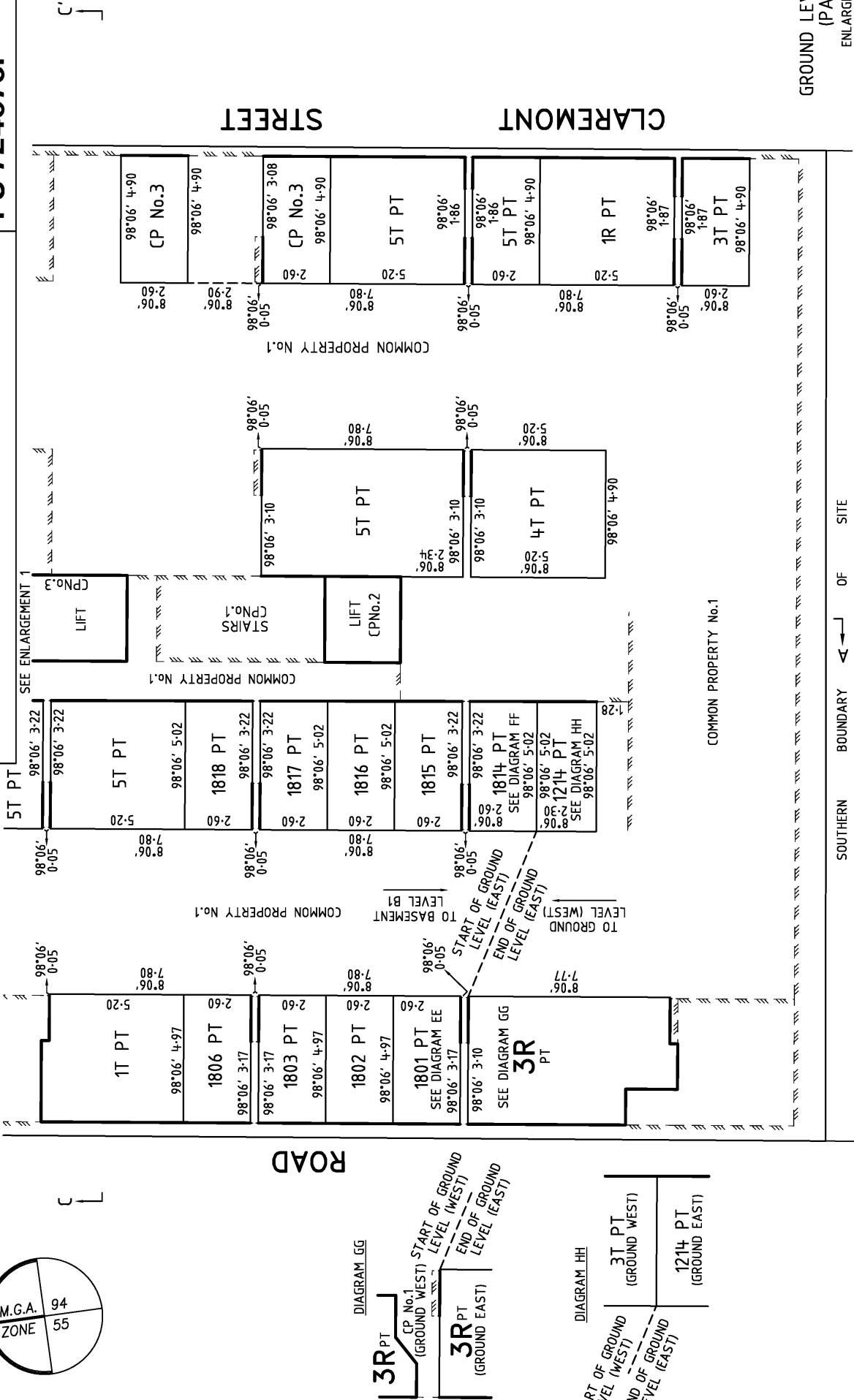
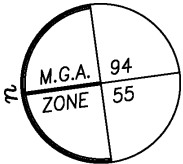
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ROSS NICHOLSON

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DATE  
03/08/16


VERSION F

Sheet 4





GROUND LEVEL - EAST  
(PART)  
ENLARGEMENT 2



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ORIGINAL  
SCALE  
1:150  
SHEET  
SIZE  
A3

SCALE  
15 0 3 6  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)  
SIGNATURE  
ROSS NICHOLSON  
DIGITALLY SIGNED  
DATE  
03/08/16  
VERSION F

REF 29697003  
DWG 2969700AF

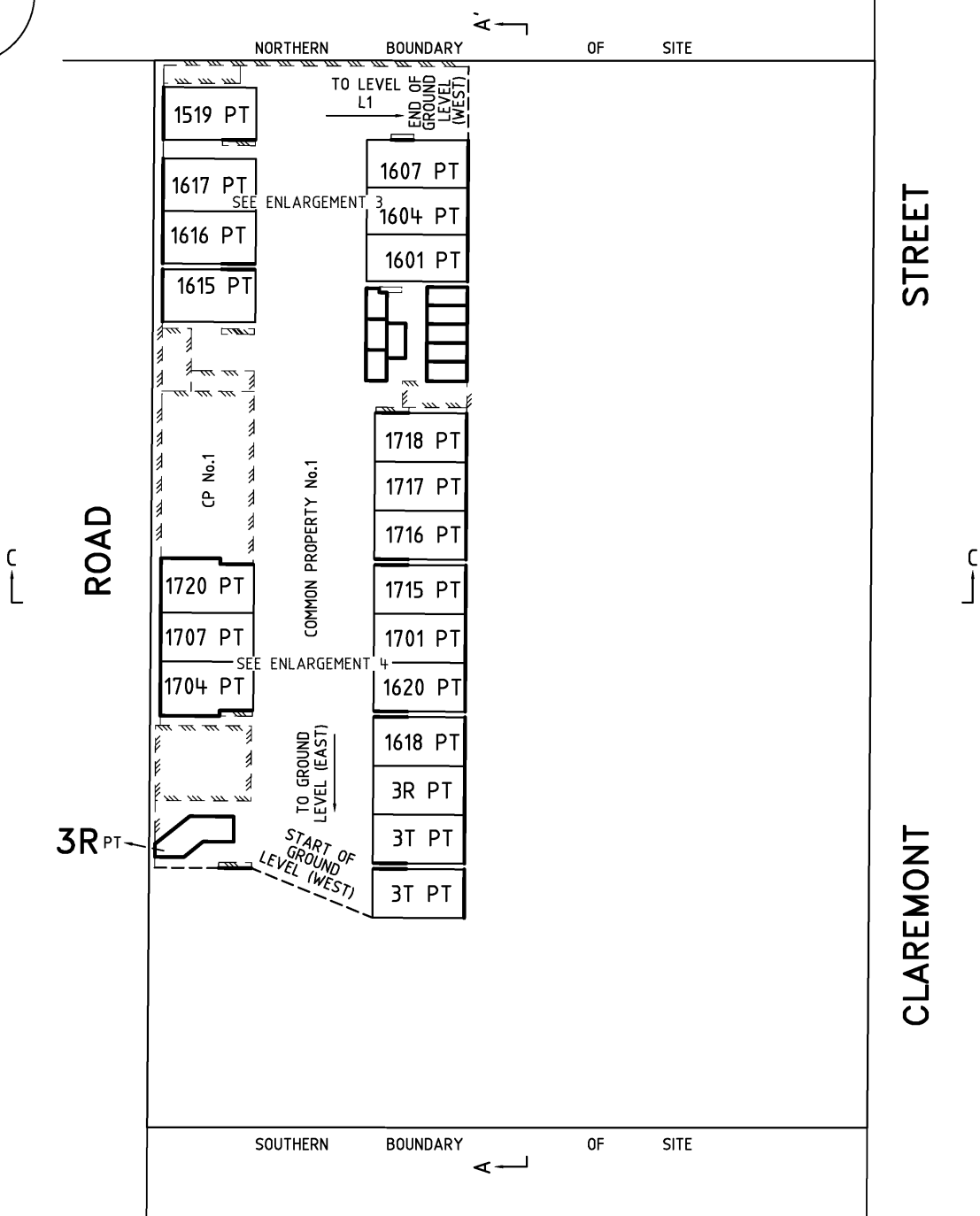
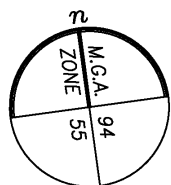
Sheet 5



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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GROUND LEVEL (WEST)  
 DIAGRAM 3

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

Sheet 6



Plan Number  
**PS 724878P**

Plan Number



SEE ENLARGEMENT 4

GROUND LEVEL - WEST  
(PART)  
ENLARGEMENT 3

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON  
SIGNATURE . . . . . DATE / /  
REF 29697003  
DWG 2969700AF 03/08/16  
VERSION F

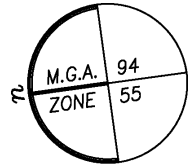
Sheet 7



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Signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (F) SPEAR Ref: S065225E 08/09/2016, Amended: 02/11/2016.

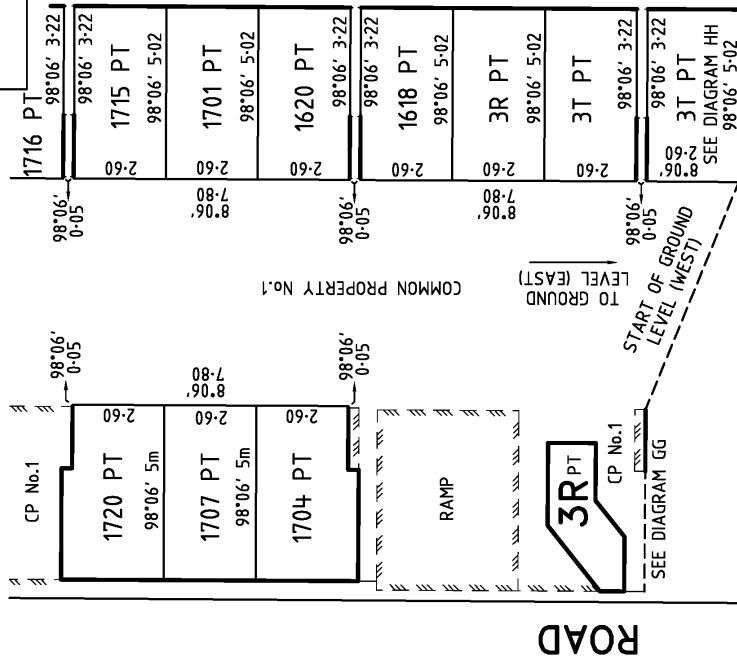




# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



ROAD

STREET

# CLAREMONT

GROUND LEVEL - WEST  
(PART)  
ENLARGEMENT 4

ENLARGEMENT 4

Sheet 8



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REF 29697003 05/00/14

REF 29697003  
03/08/16  
VERSION F

ORIGINAL

SCALE SHEET SIZE

1:150	A3
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LENGTHS ARE IN METRES

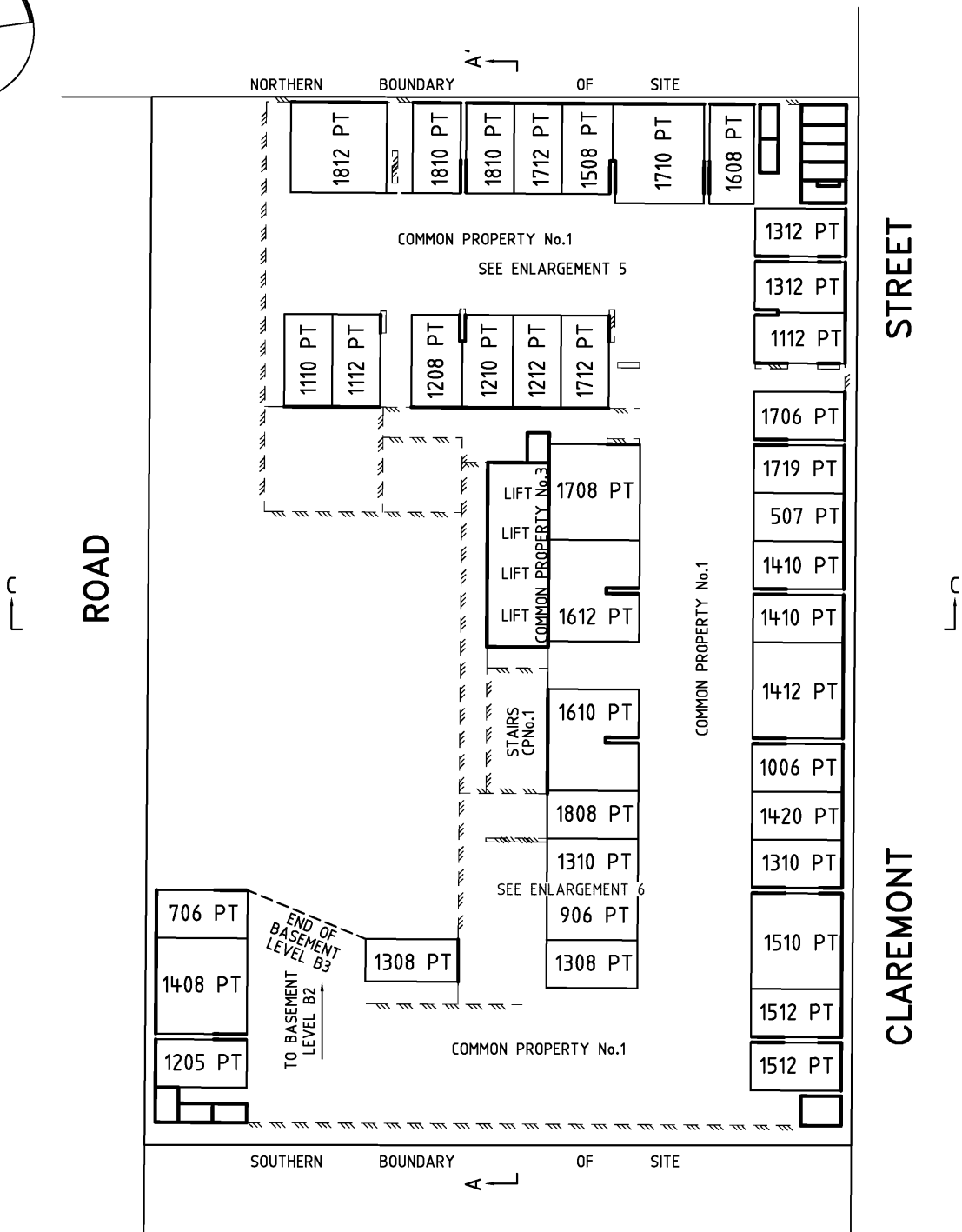
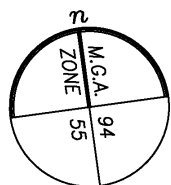
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# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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BASEMENT LEVEL B3  
DIAGRAM 4

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

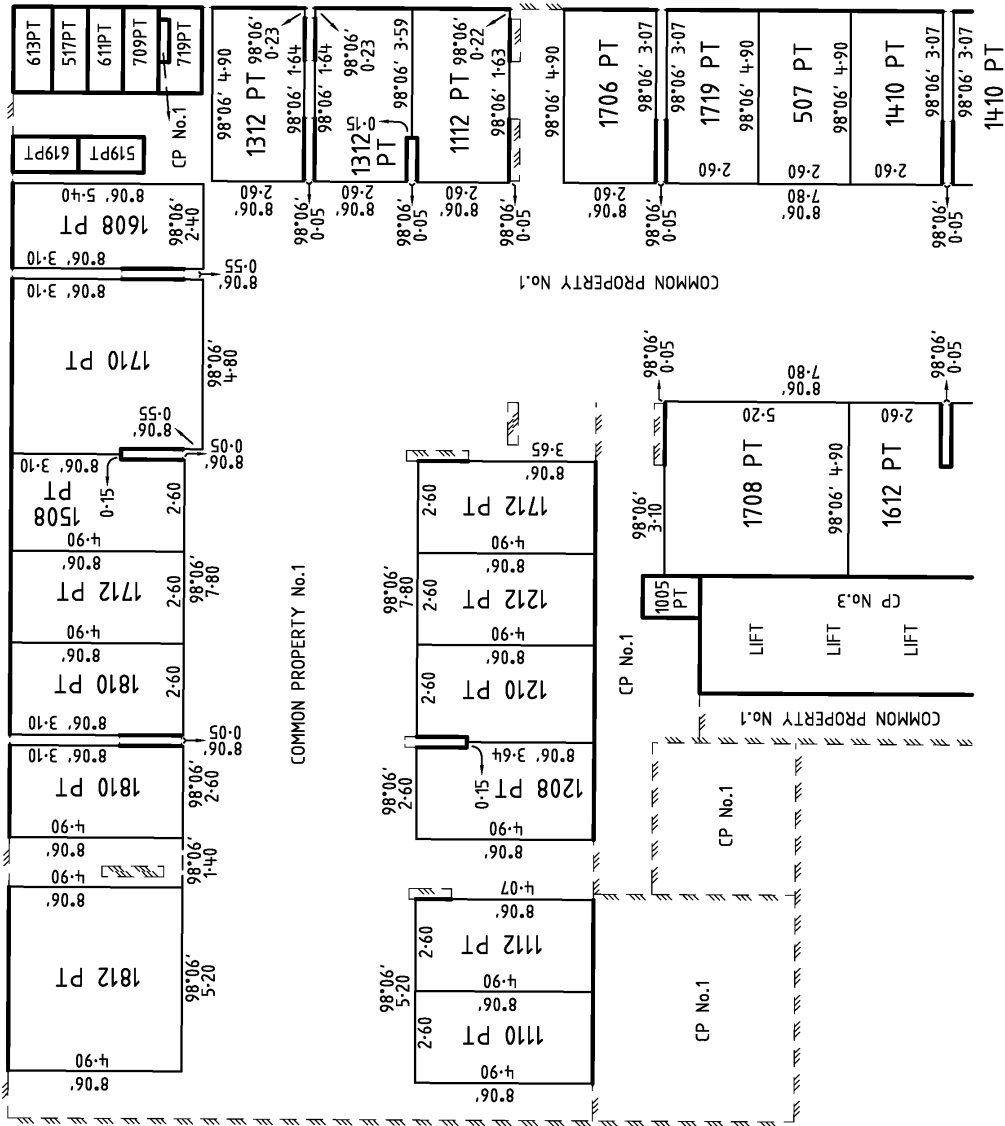
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DWG 2969700AF

Sheet 9



Plan Number  
**PS 724878P**

SEE ENLARGEMENT 6

BASEMENT LEVEL B3  
(PART)  
ENLARGEMENT 5

Sheet 10



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REF 29697003 03/08/16 VERSION F

REF 29697003  
DWG 2969700AF

SCALE

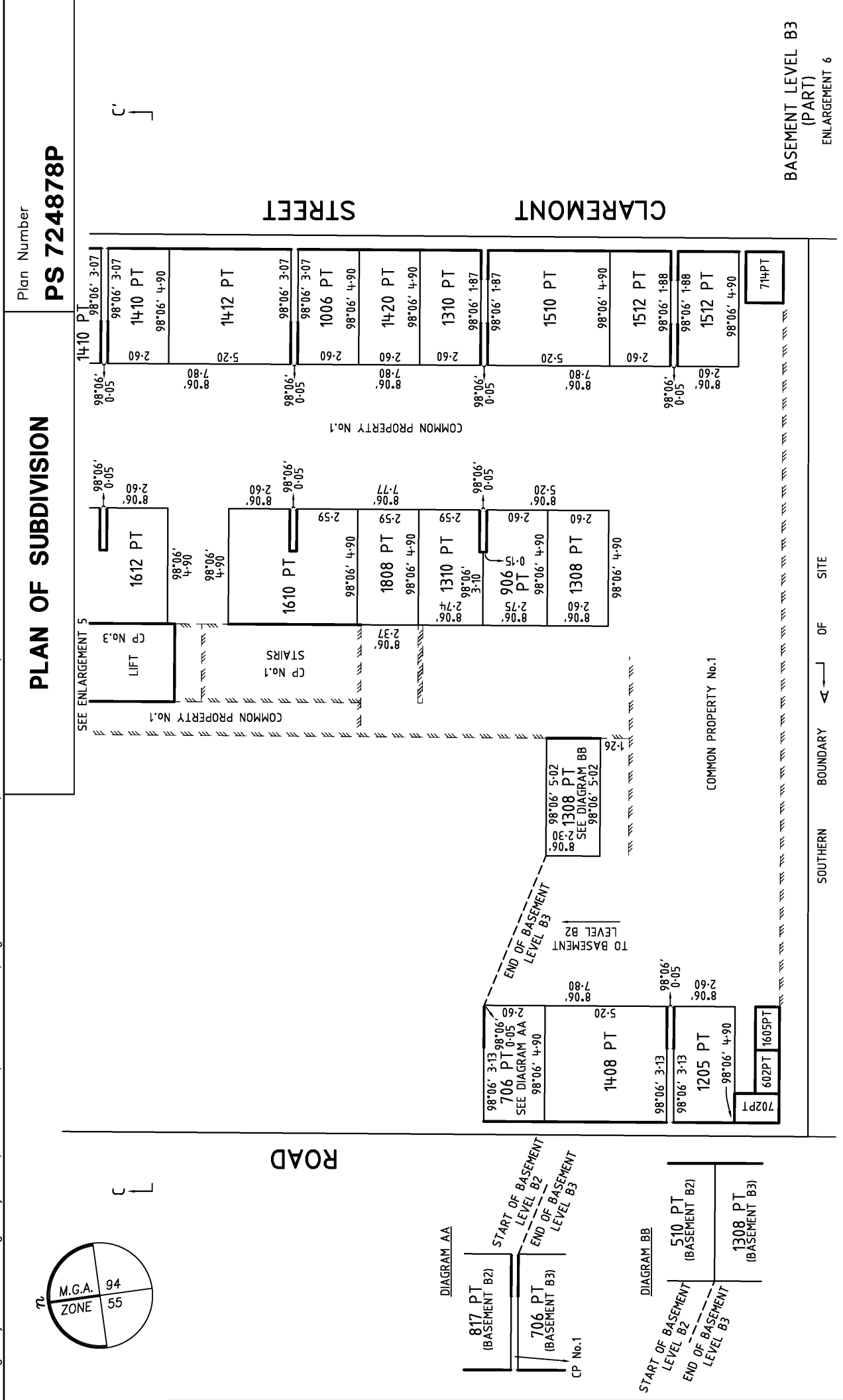
ORIGINAL


SCALE SHEET

LENGTHS ARE IN METRES

LENGTHS ARE IN METRES







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ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE

15 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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REF 29697003

DWG 2969700AF

03/08/16

VERSION F

Sheet 11

SOUTHERN BOUNDARY

OF

SITE

BASEMENT LEVEL B3 (PART)

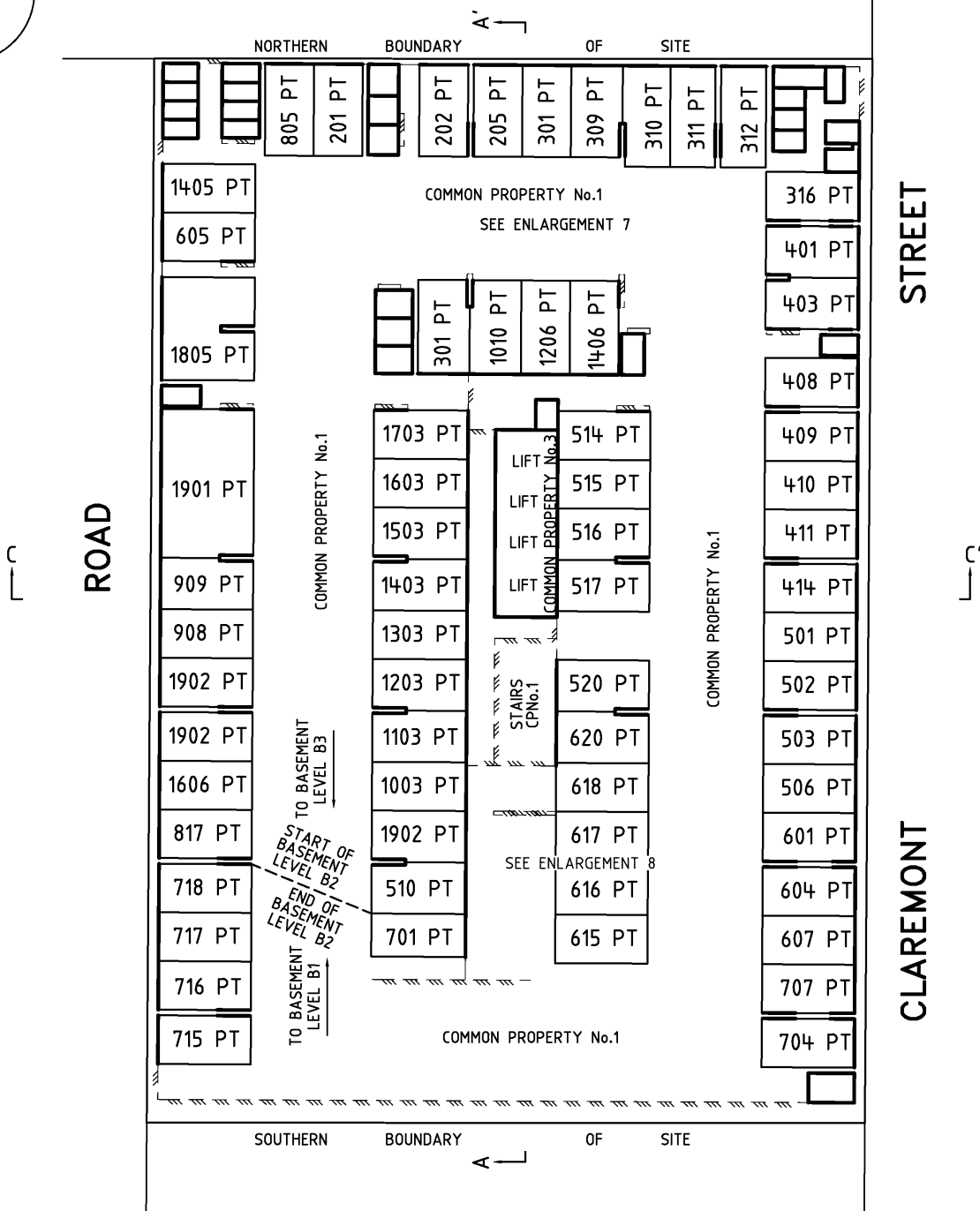
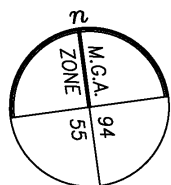
ENLARGEMENT 6



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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BASEMENT LEVEL B2  
DIAGRAM 5

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

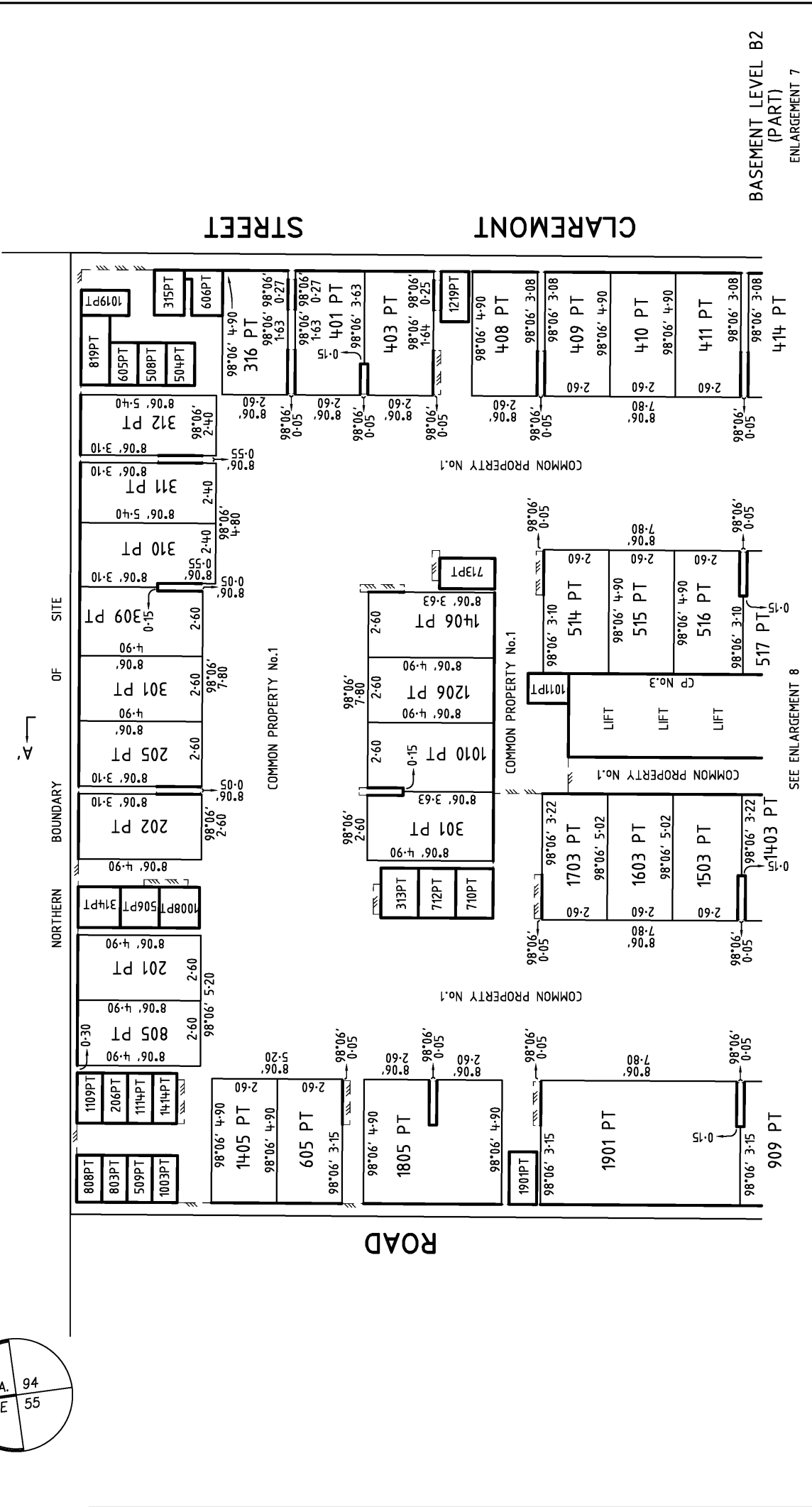
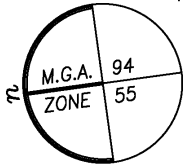
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Sheet 12





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ORIGINAL

SCALE  
1:150

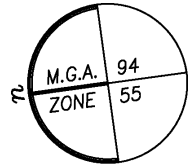
SHEET  
SIZE  
A3

SCALE  
1:5 0 3 6  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON  
SIGNATURE . . . . . DATE / /  
DIGITALLY SIGNED  
REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 13

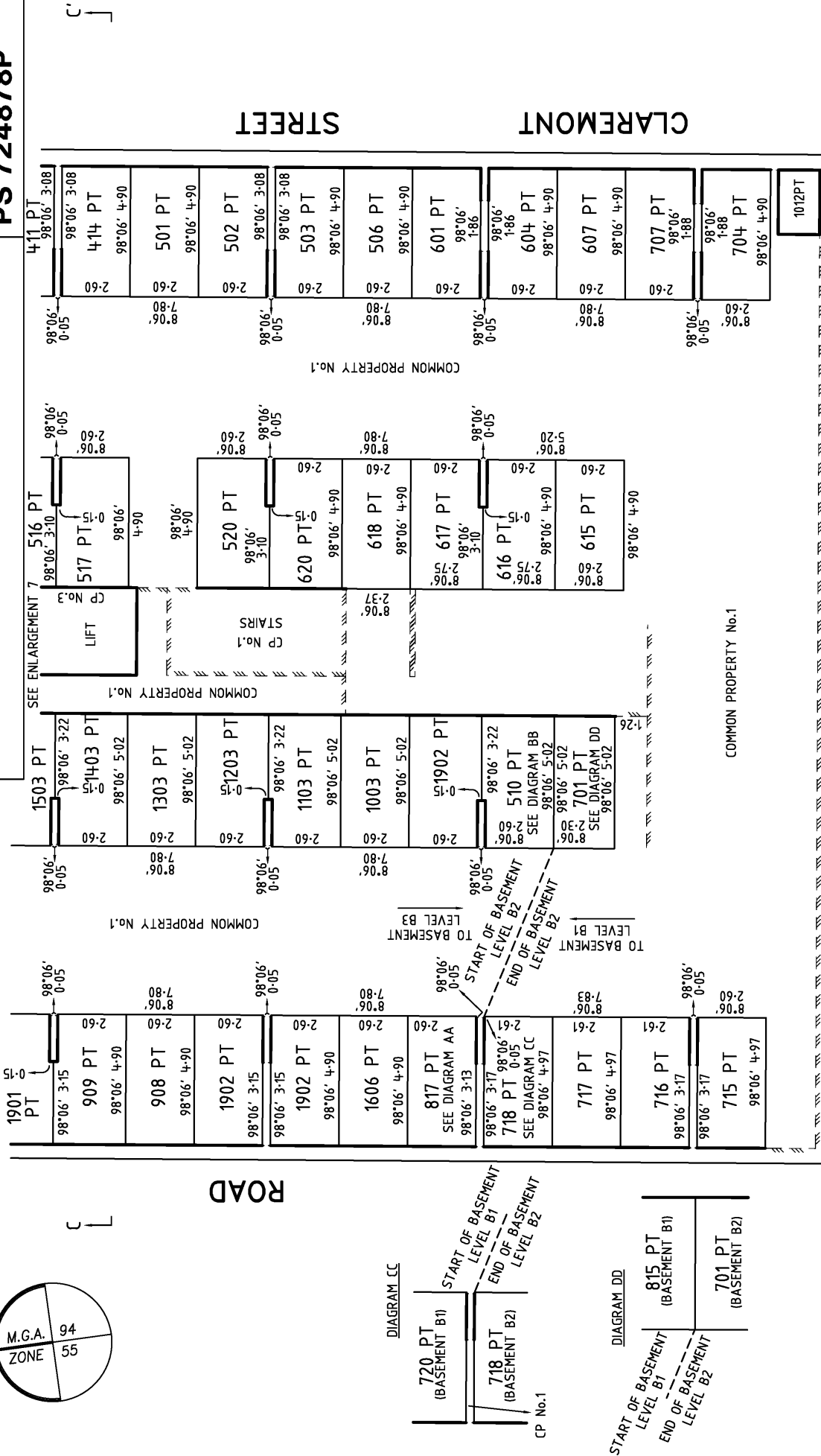




## PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



BASEMENT LEVEL B2  
(PART)  
ENLARGEMENT 8

Sheet 14

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SIGNATURE . . . . . DATE /  
REF 29697003  
DWG 2969700AF 03/08/16 VERSION

SCALE

ORIGINAL

TABLE SHEET

LENGTHS ARE IN METRES

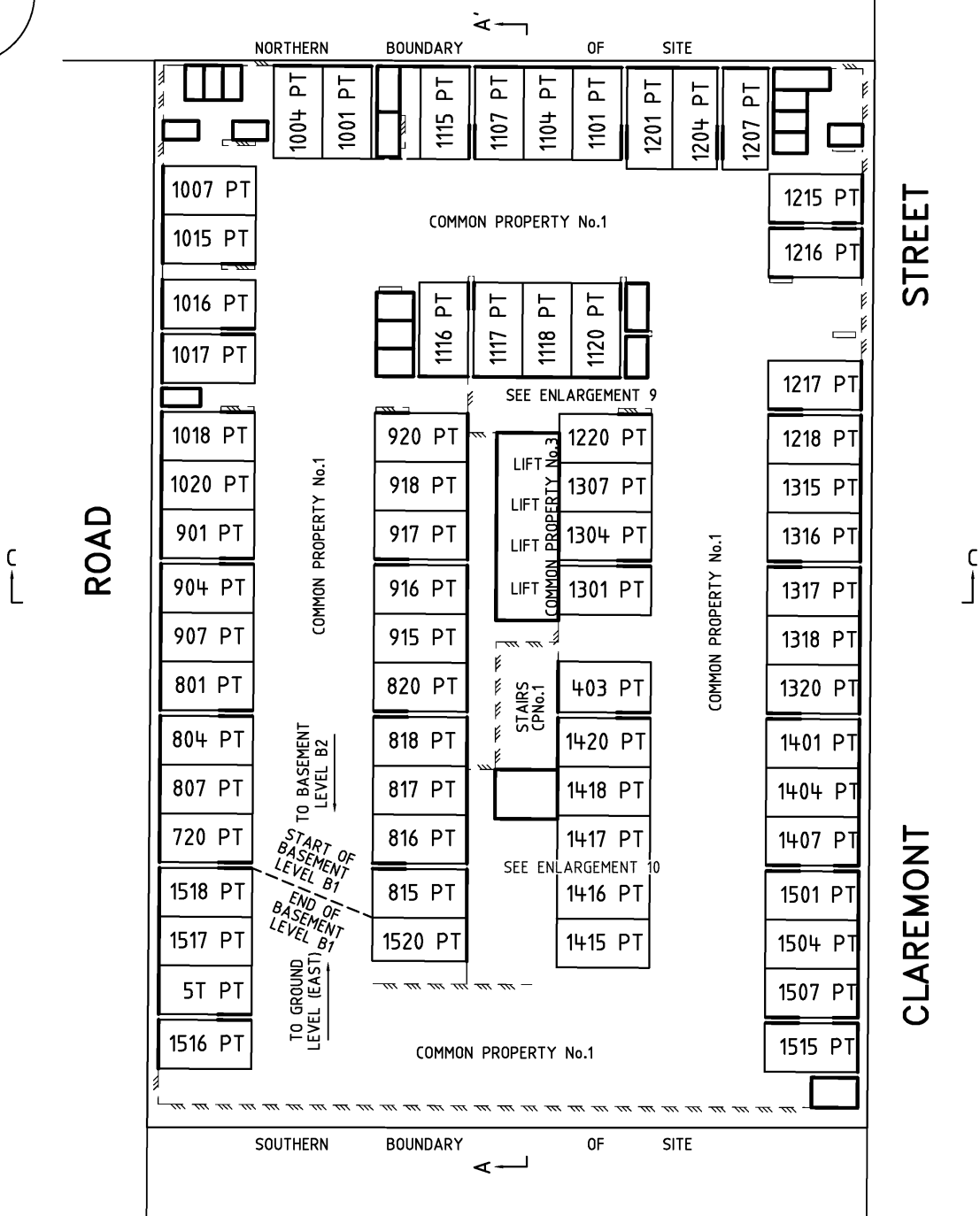
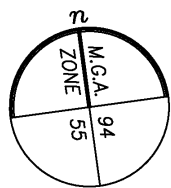
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# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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**BASEMENT LEVEL B1**  
DIAGRAM 6

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

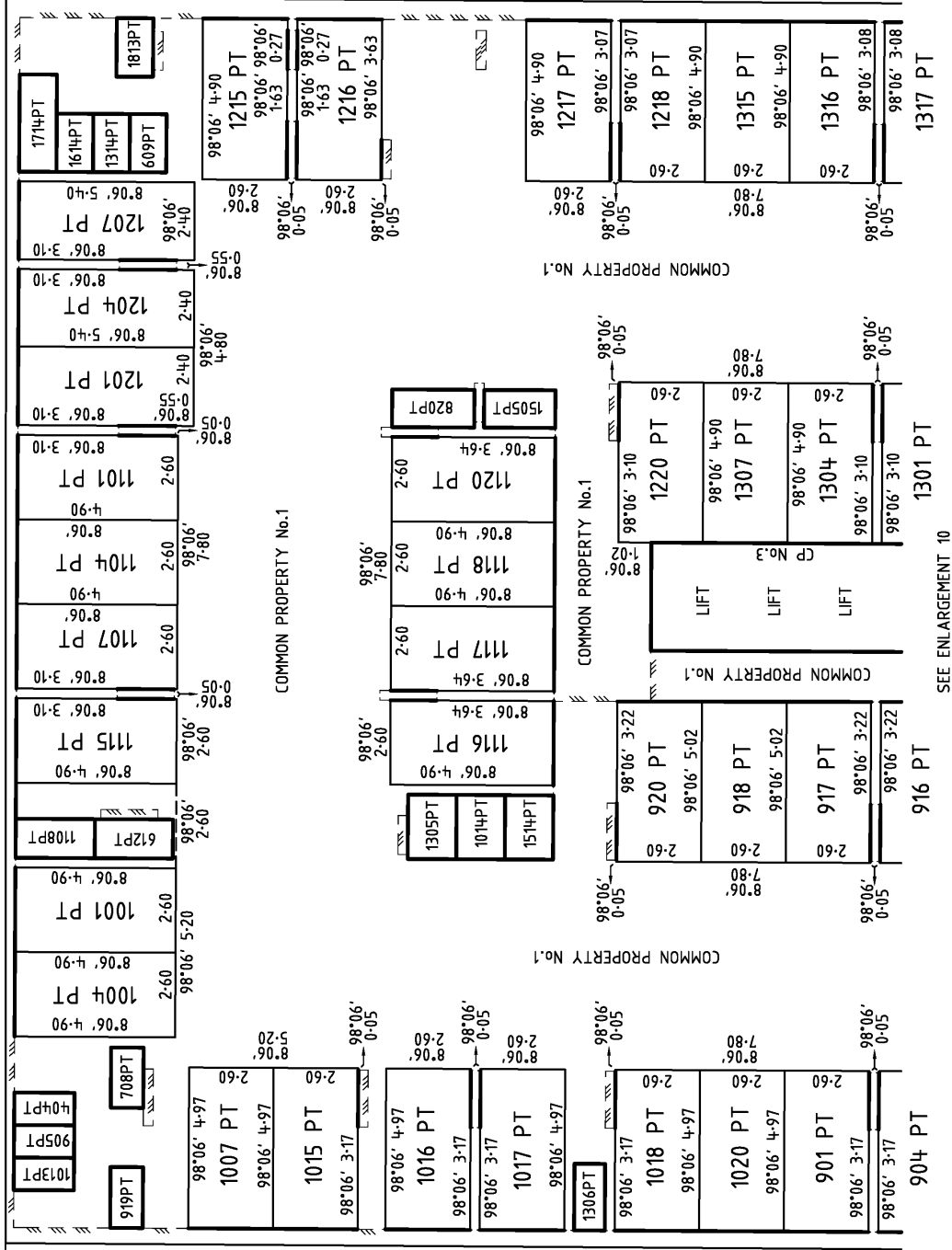
REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 15



Plan Number  
**PS 724878P**

Plan Number



BASEMENT LEVEL B1  
(PART)  
ENLARGEMENT 9

Sheet 16

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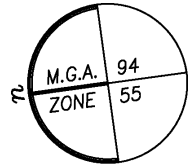
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DIGITALLY SIGNED  
REF 29697003  
DWG 2969700AF 03/08/16 VERSION F

LENGTHS ARE IN METRES

SCALE	SHEET SIZE
1:150	A3

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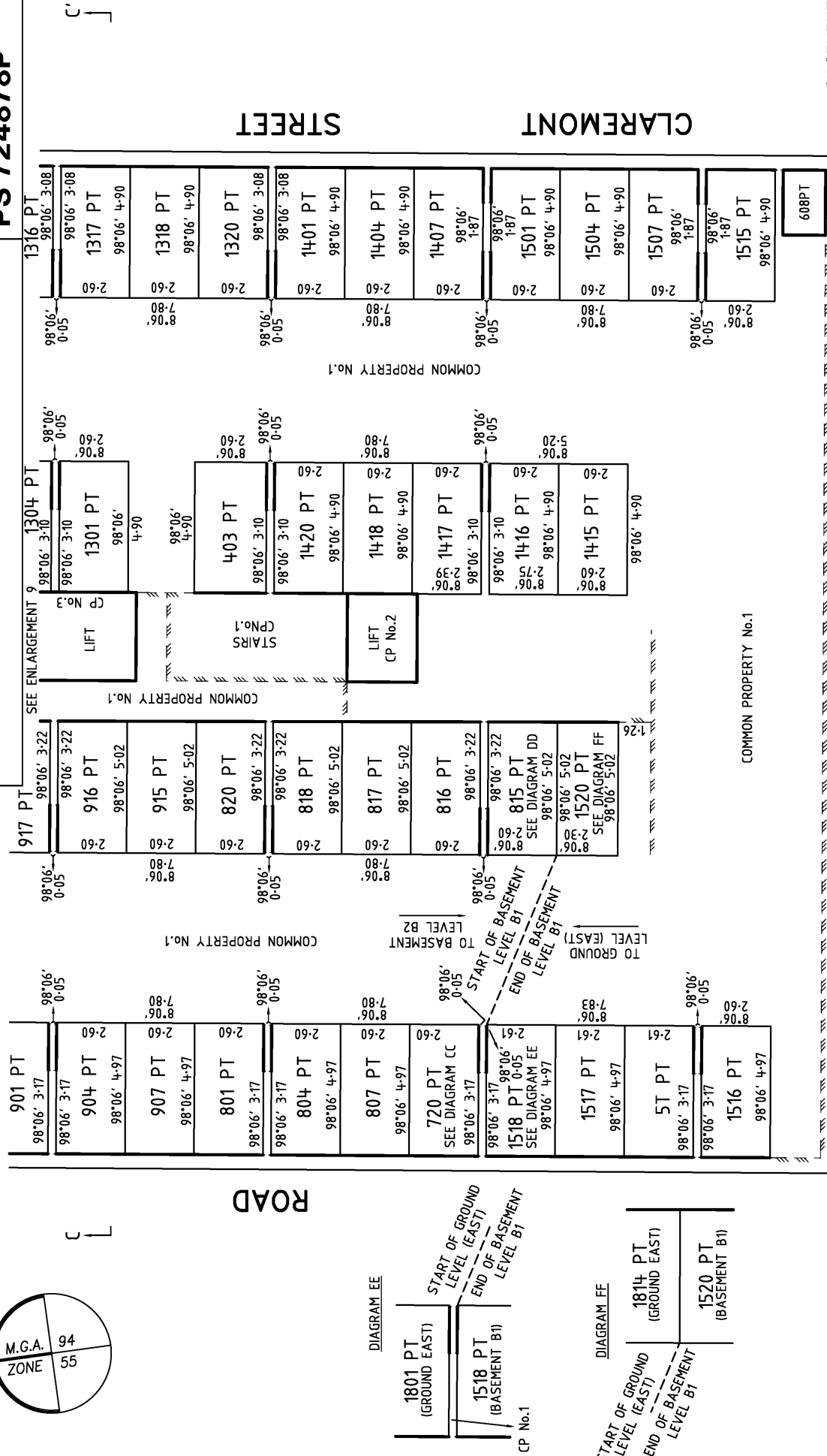




## PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



BASEMENT LEVEL B1  
(PART)  
ENLARGEMENT 10

Sheet 17



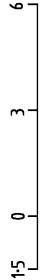
**Bosco Jonson Pty Ltd**

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IF SHEET

SCALE | SHEET SIZE

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

**DIGITALLY SIGNED**

REF 29697003

VERSION F

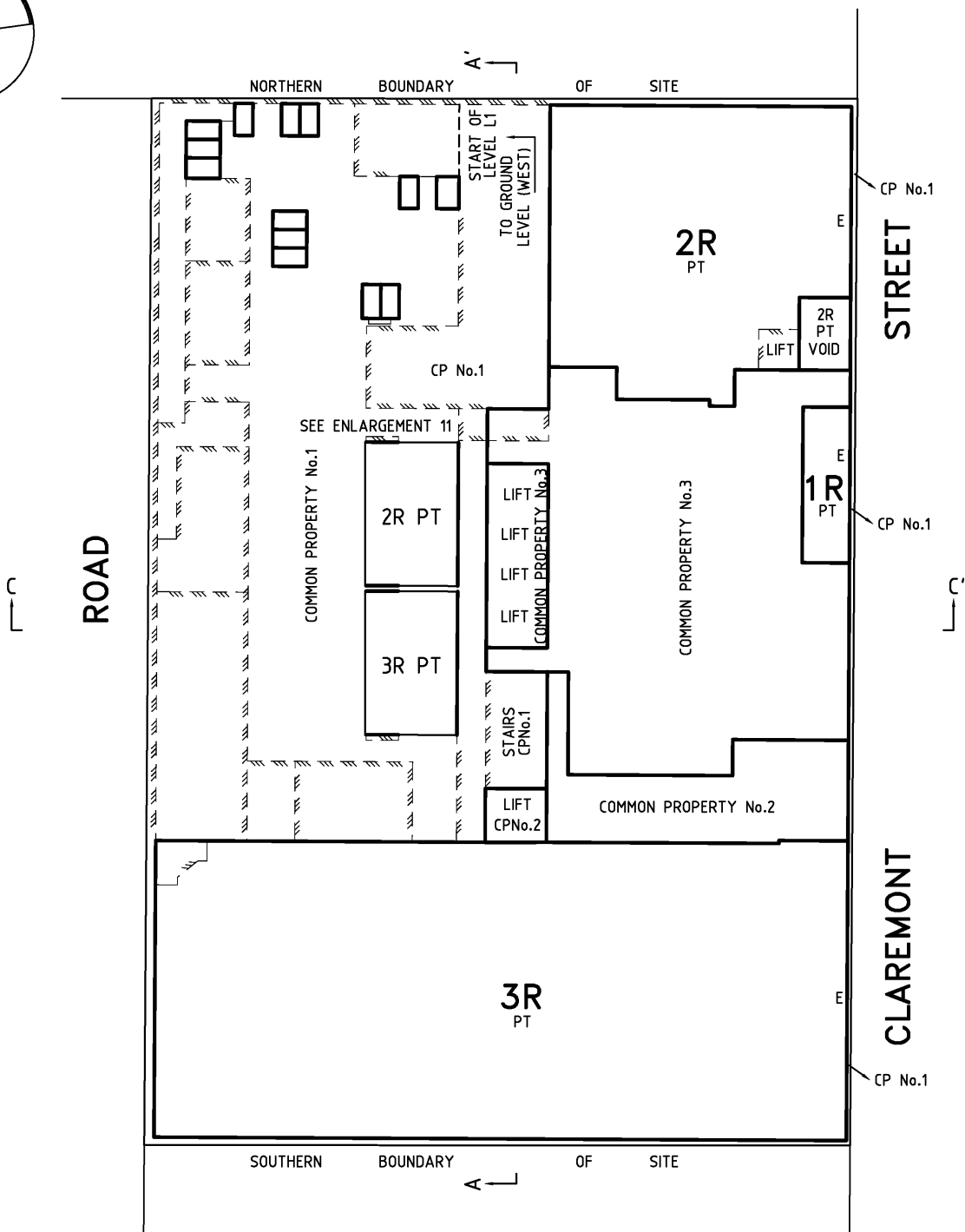
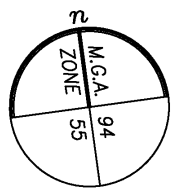
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# PLAN OF SUBDIVISION

Plan Number

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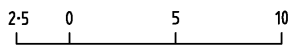
LEVEL L1  
DIAGRAM 7

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

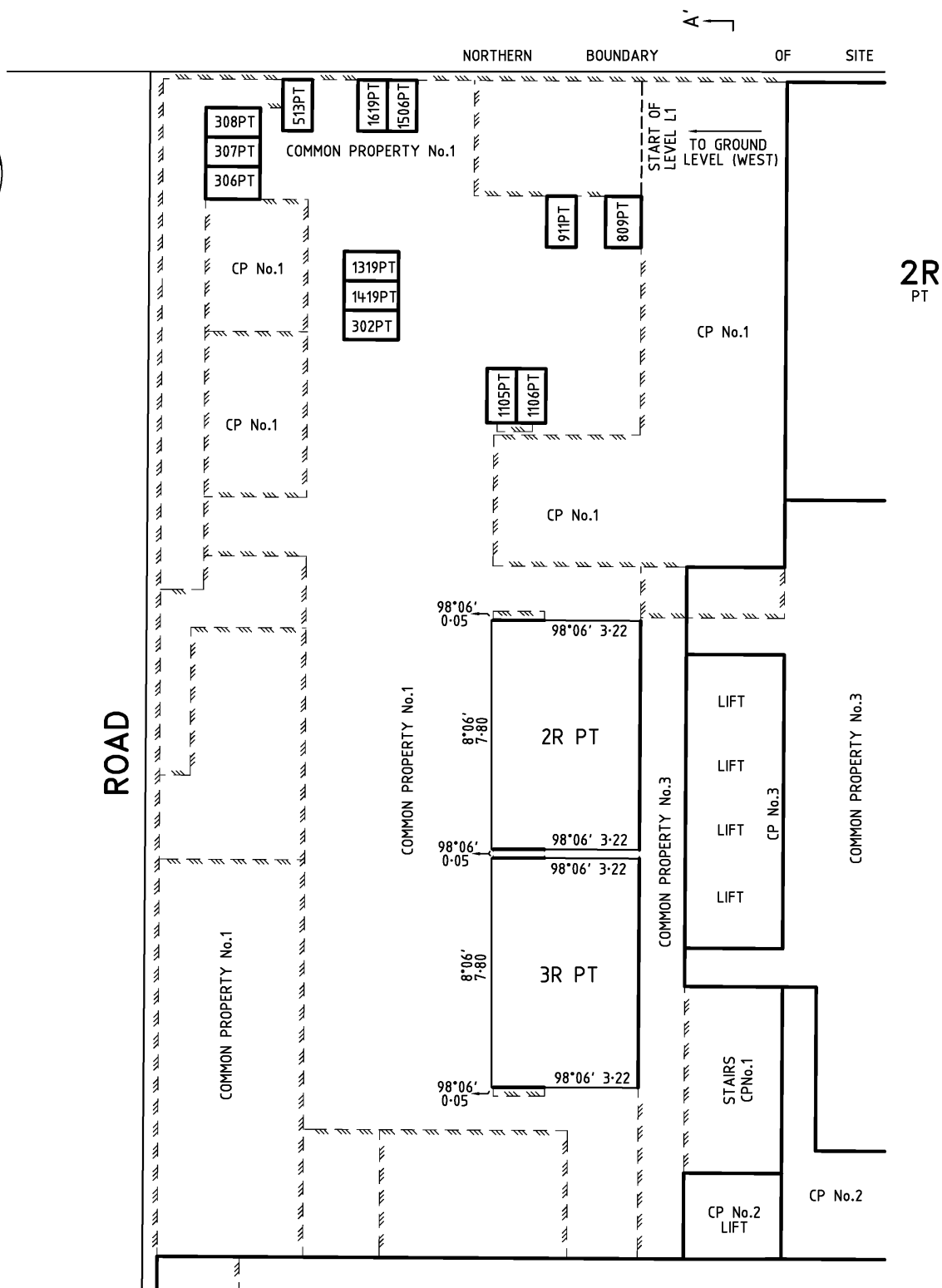
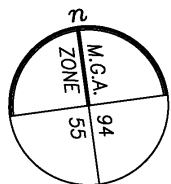
Sheet 18



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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**3R**  
PT

**LEVEL L1**  
(PART)  
ENLARGEMENT 11

ORIGINAL

SCALE

SCALE  
1:150

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

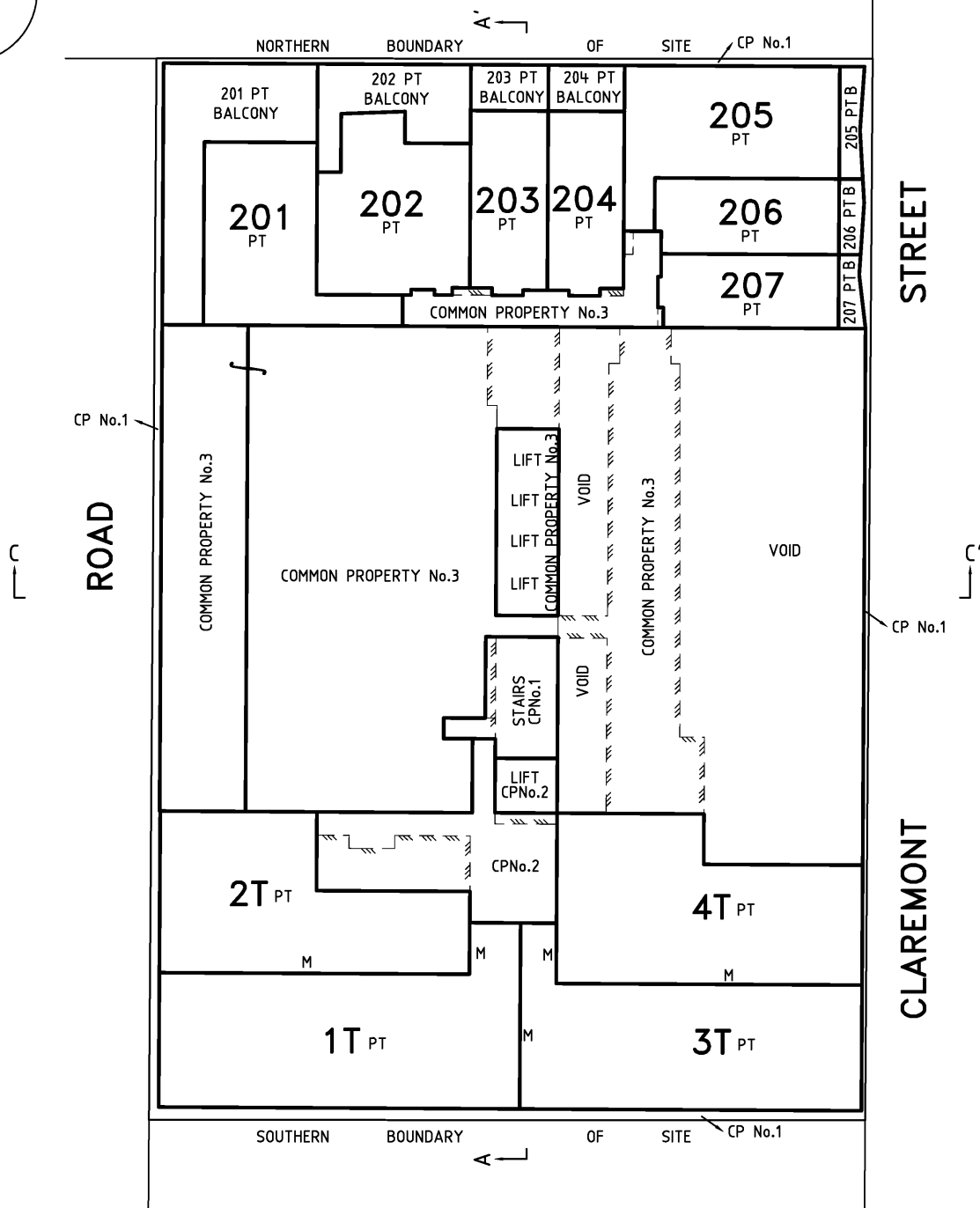
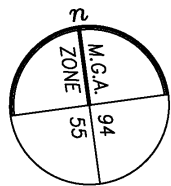
Sheet 19



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L2  
 DIAGRAM 8

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

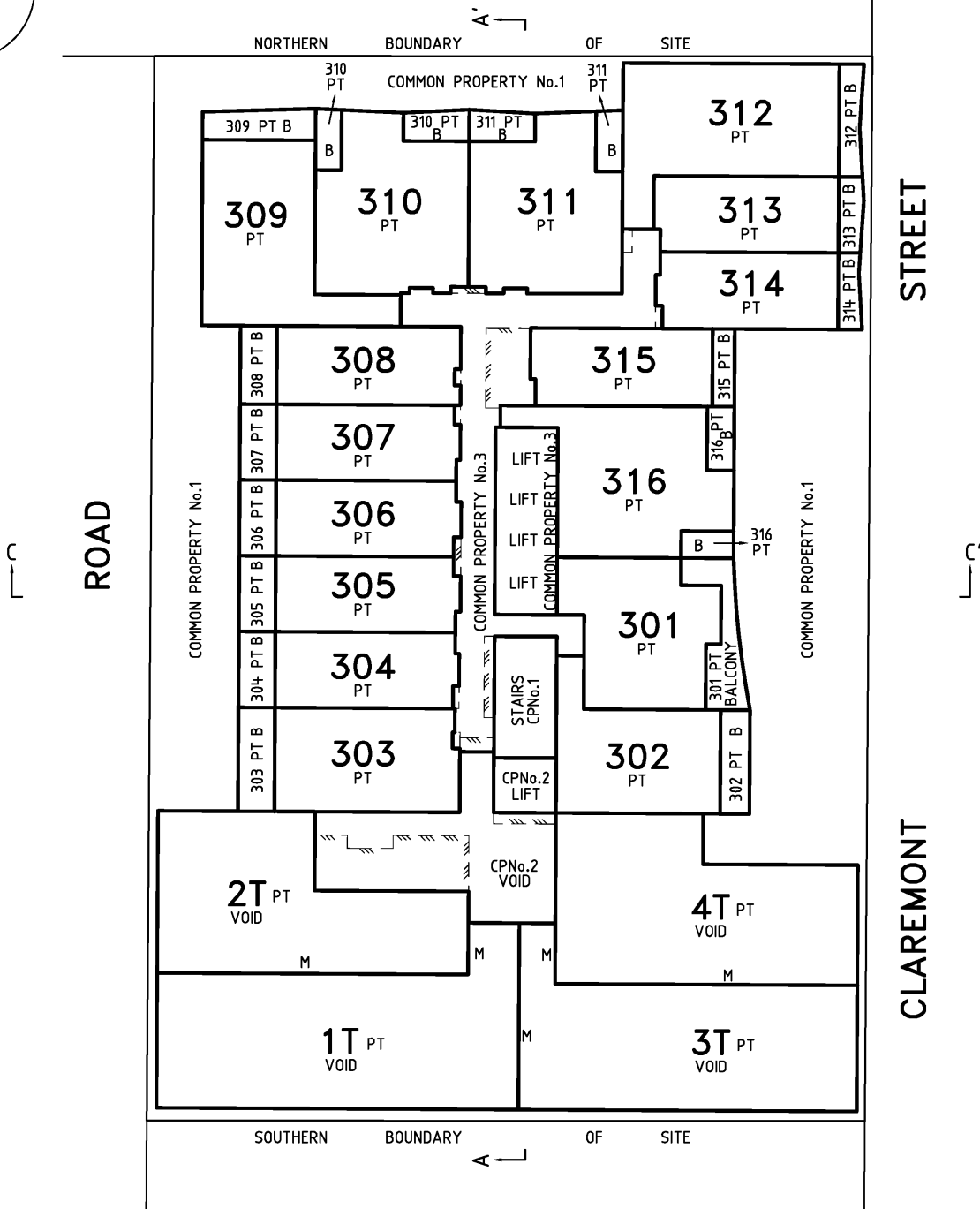
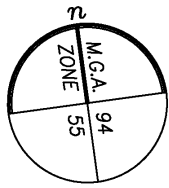
Sheet 20



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L3  
DIAGRAM 9

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
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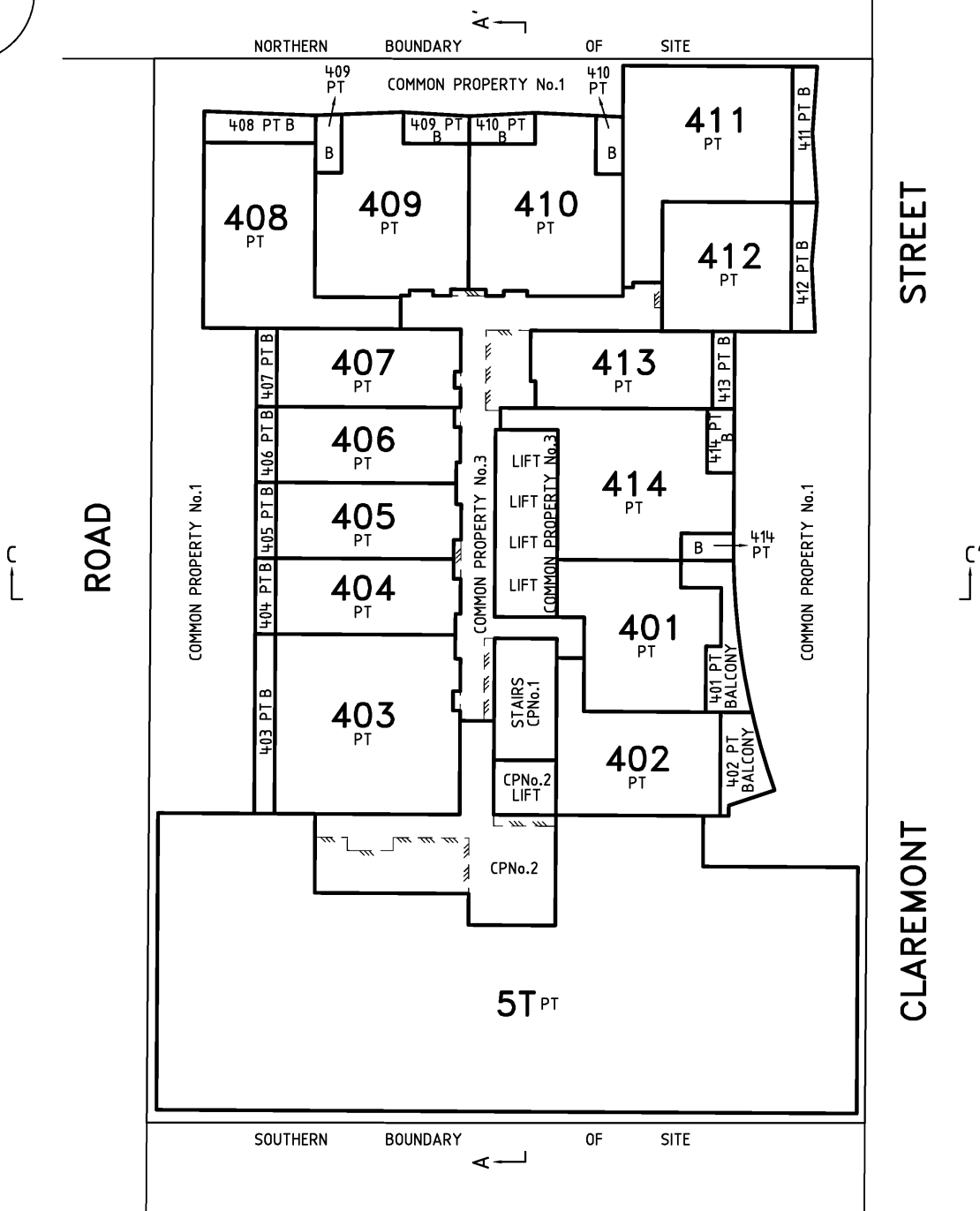
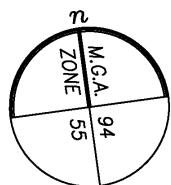
Sheet 21



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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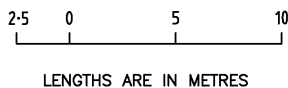
LEVEL L4  
 DIAGRAM 10

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

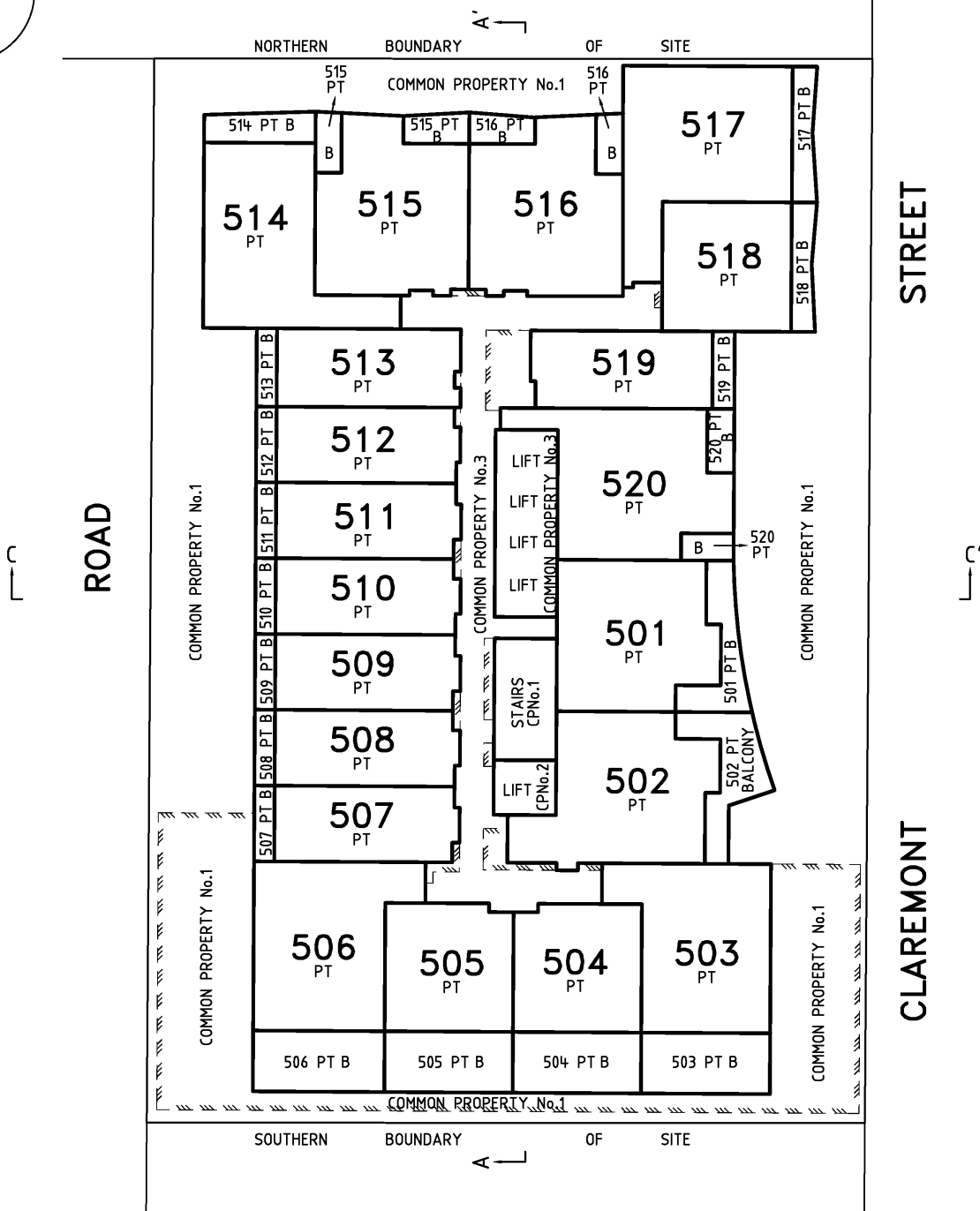
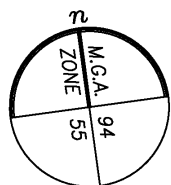
Sheet 22



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L5  
 DIAGRAM 11

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

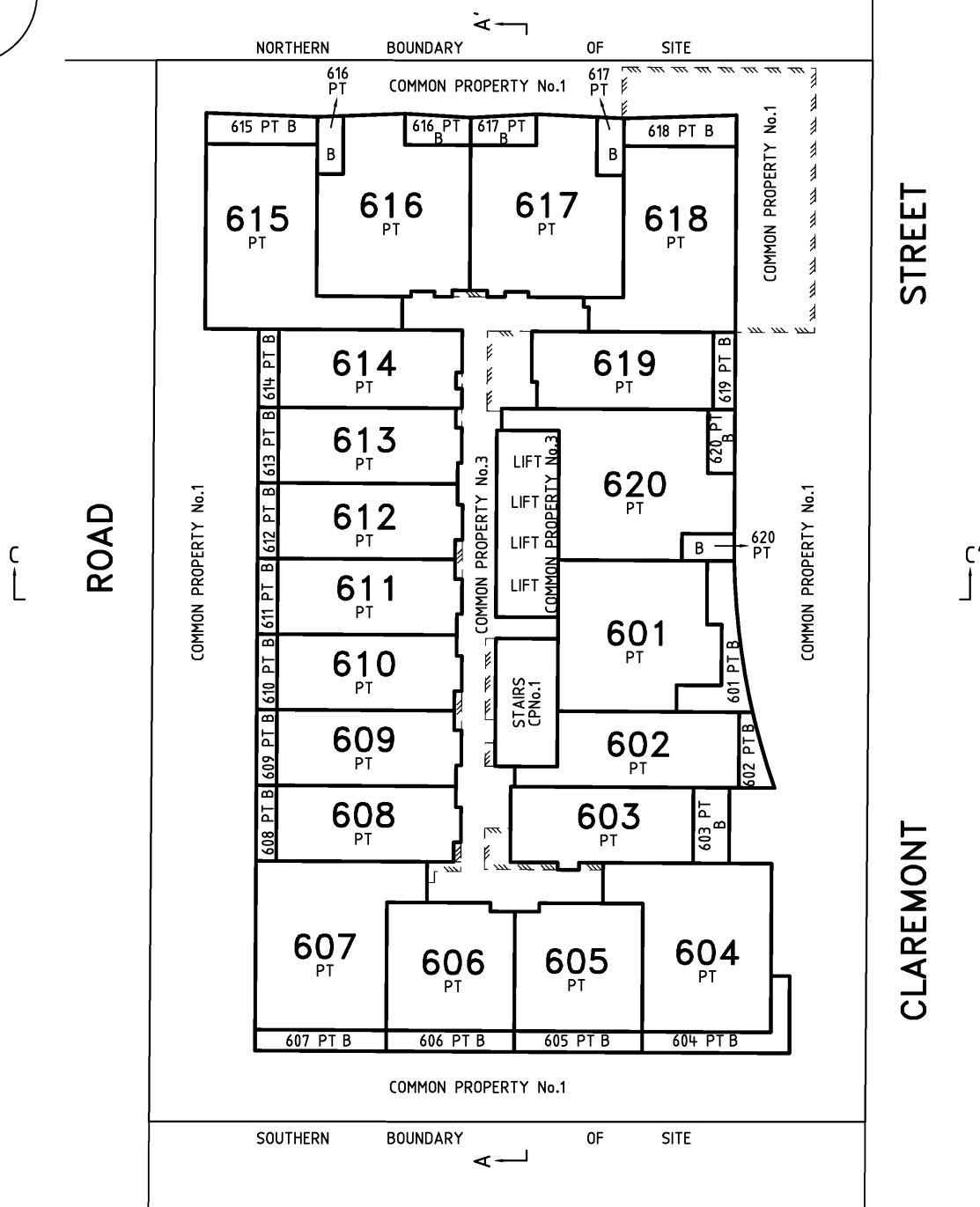
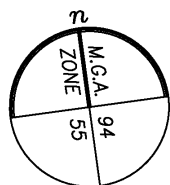
Sheet 23



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L6  
DIAGRAM 12

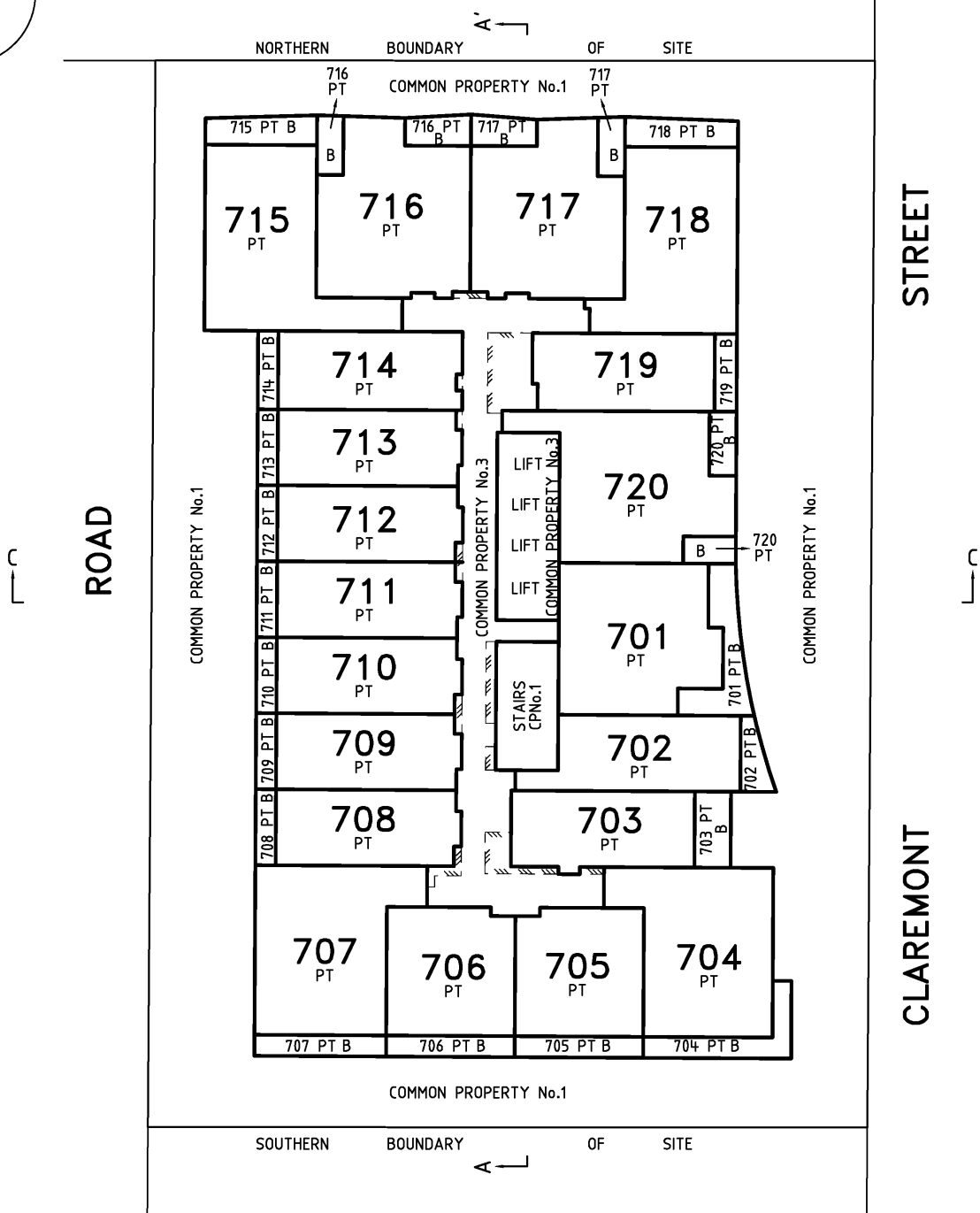
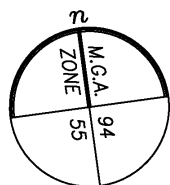
ORIGINAL		SCALE		Sheet 24	
SCALE	SHEET SIZE			LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE . . . . . DATE / / REF 29697003 03/08/16 VERSION F DWG 2969700AF	
1:250	A3	LENGTHS ARE IN METRES			



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



**Bosco Jonson Pty Ltd**  
 A.B.N 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



LEVEL L7  
 DIAGRAM 13

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

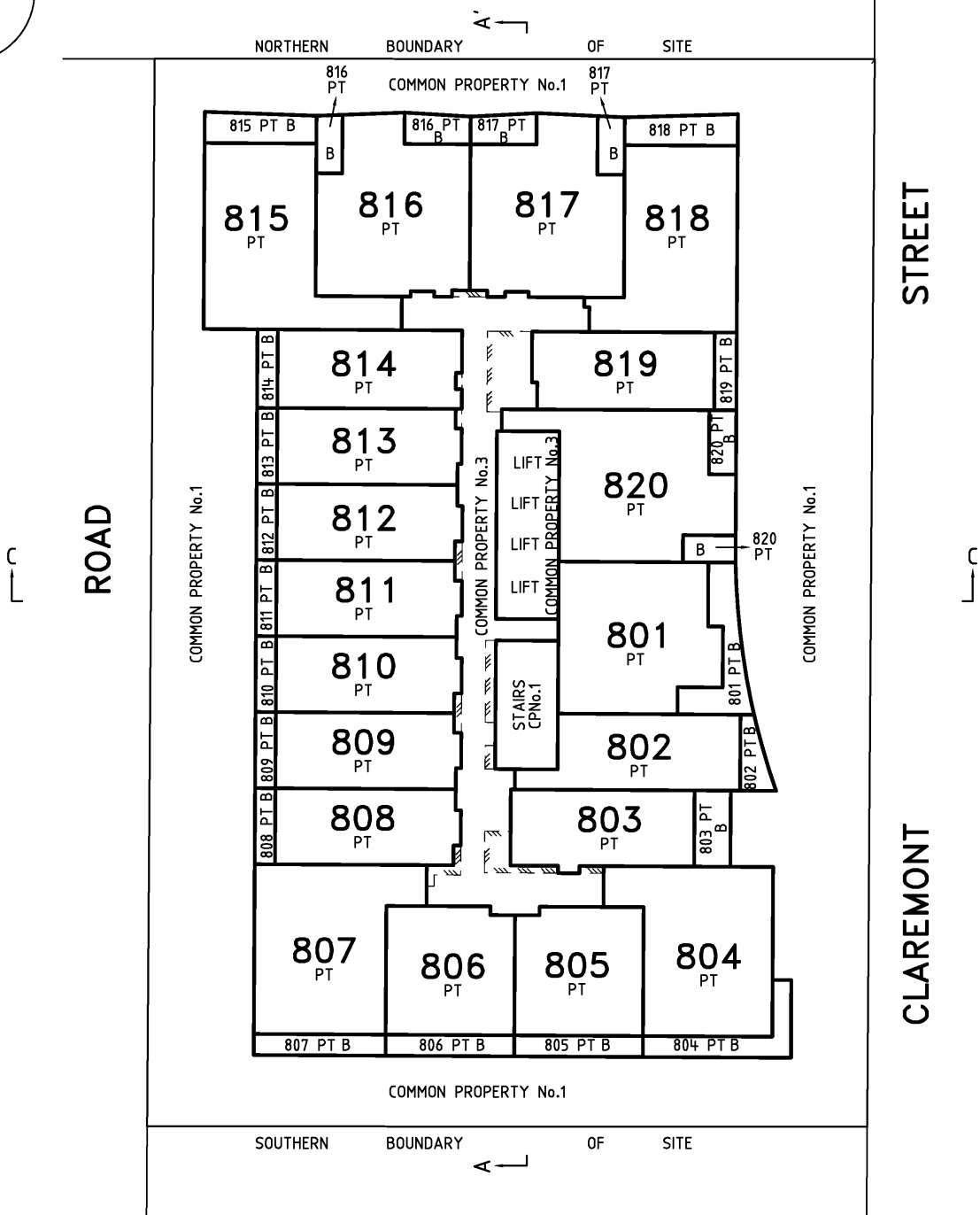
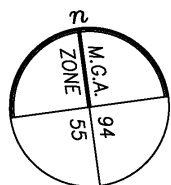
Sheet 25



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L8  
DIAGRAM 14

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2-5 0 5 10  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

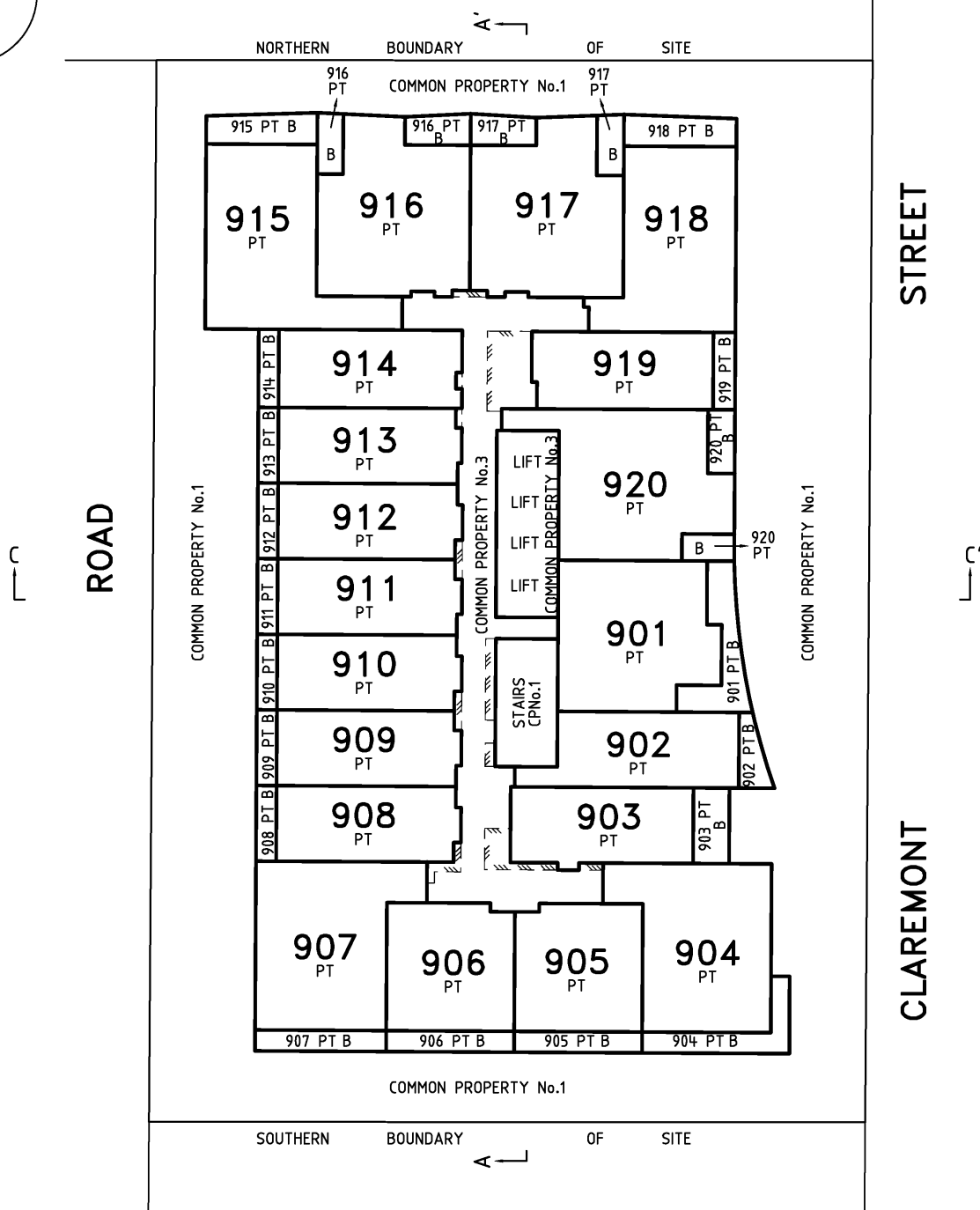
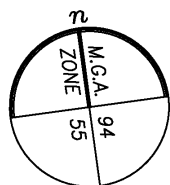
Sheet 26



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L9  
DIAGRAM 15

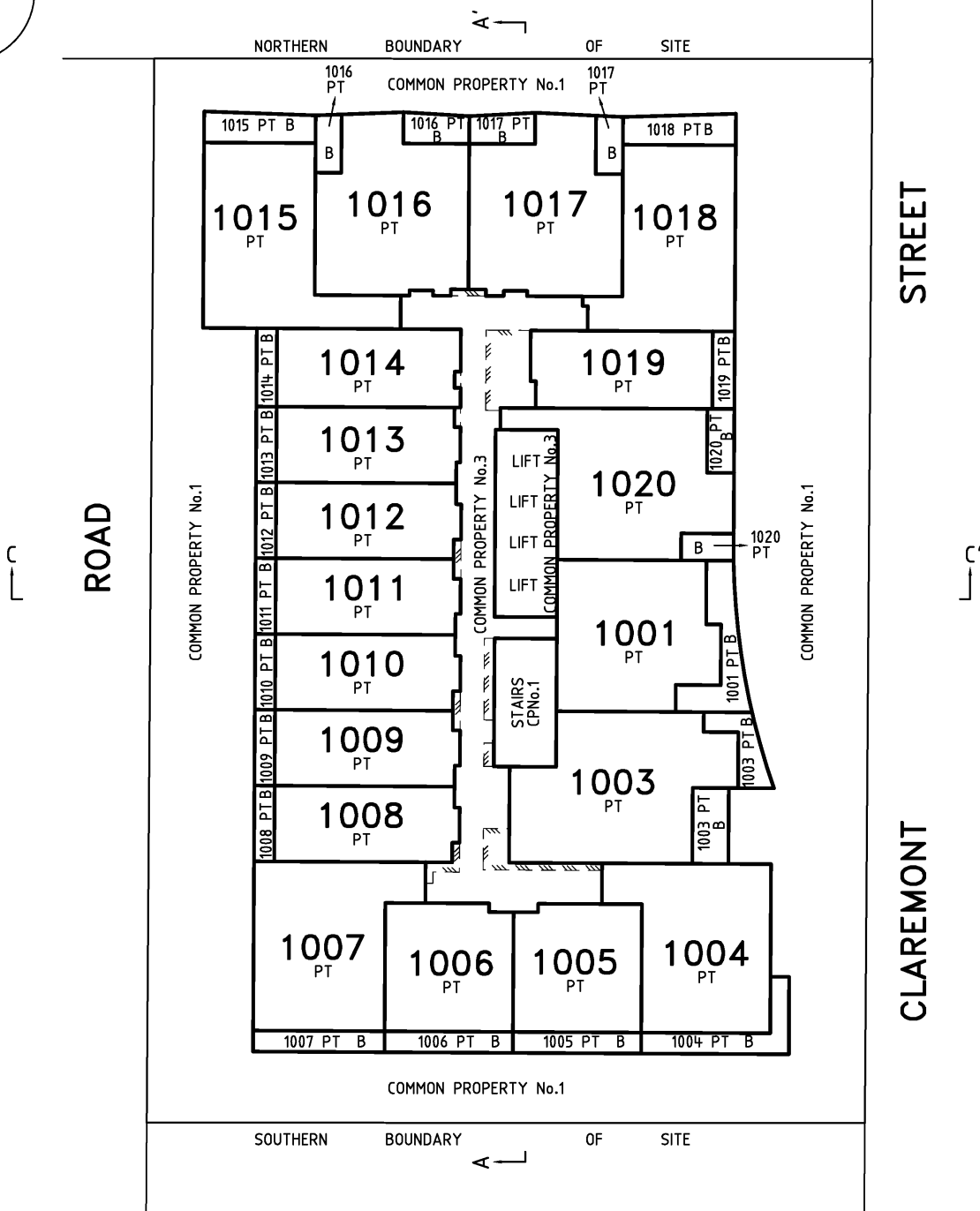
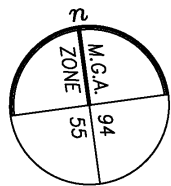
ORIGINAL		SCALE		Sheet 27	
SCALE	SHEET SIZE	<p>2.5    0                      5                      10</p> <p>LENGTHS ARE IN METRES</p>		LICENSED SURVEYOR (PRINT)    ROSS NICHOLSON SIGNATURE    DIGITALLY SIGNED    DATE    /    / REF 29697003    03/08/16    VERSION F DWG 2969700AF	



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L10  
 DIAGRAM 16

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

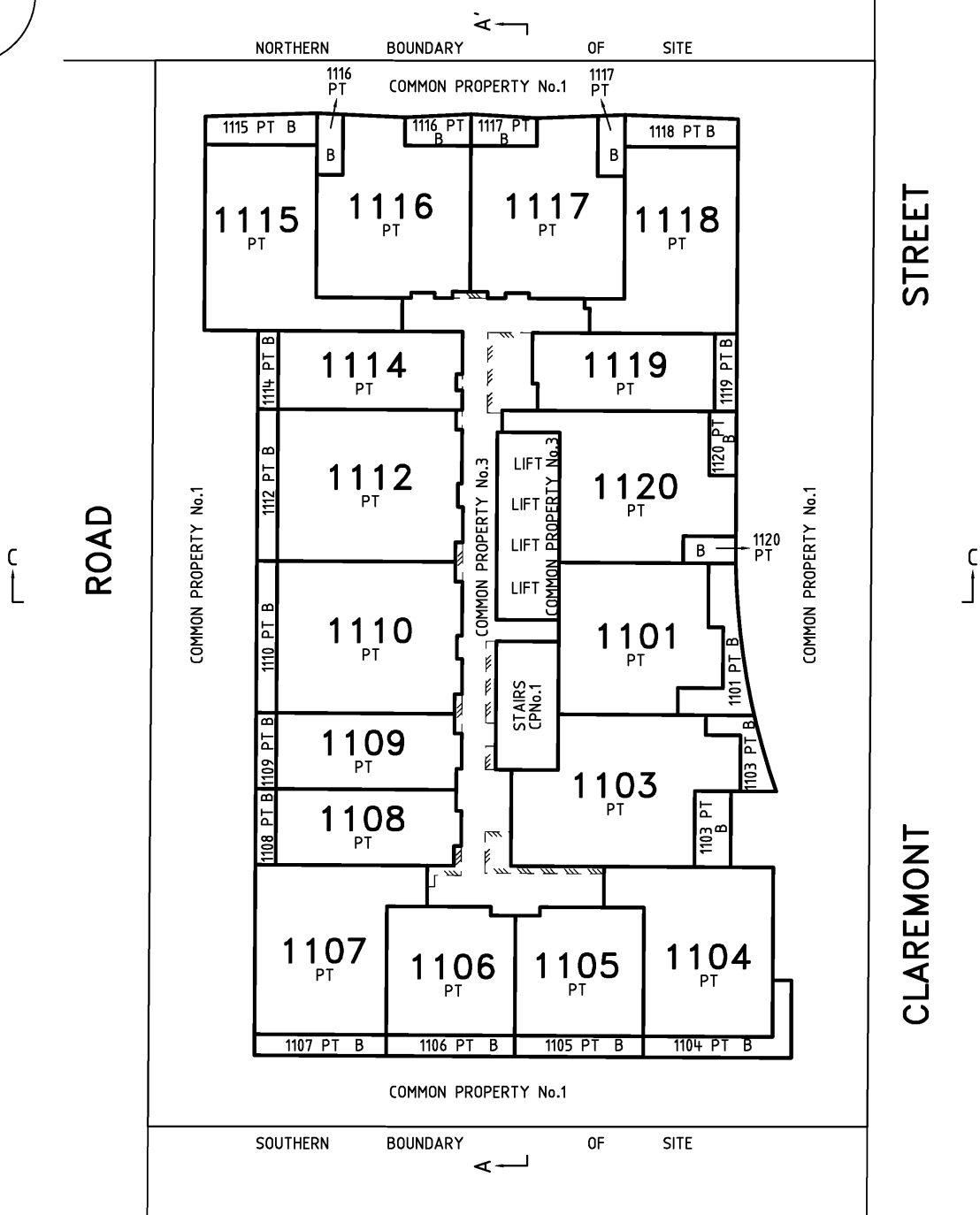
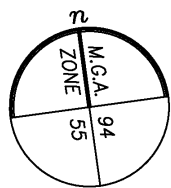
Sheet 28



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L11  
DIAGRAM 17

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE \_\_\_\_\_ DIGITALLY SIGNED \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

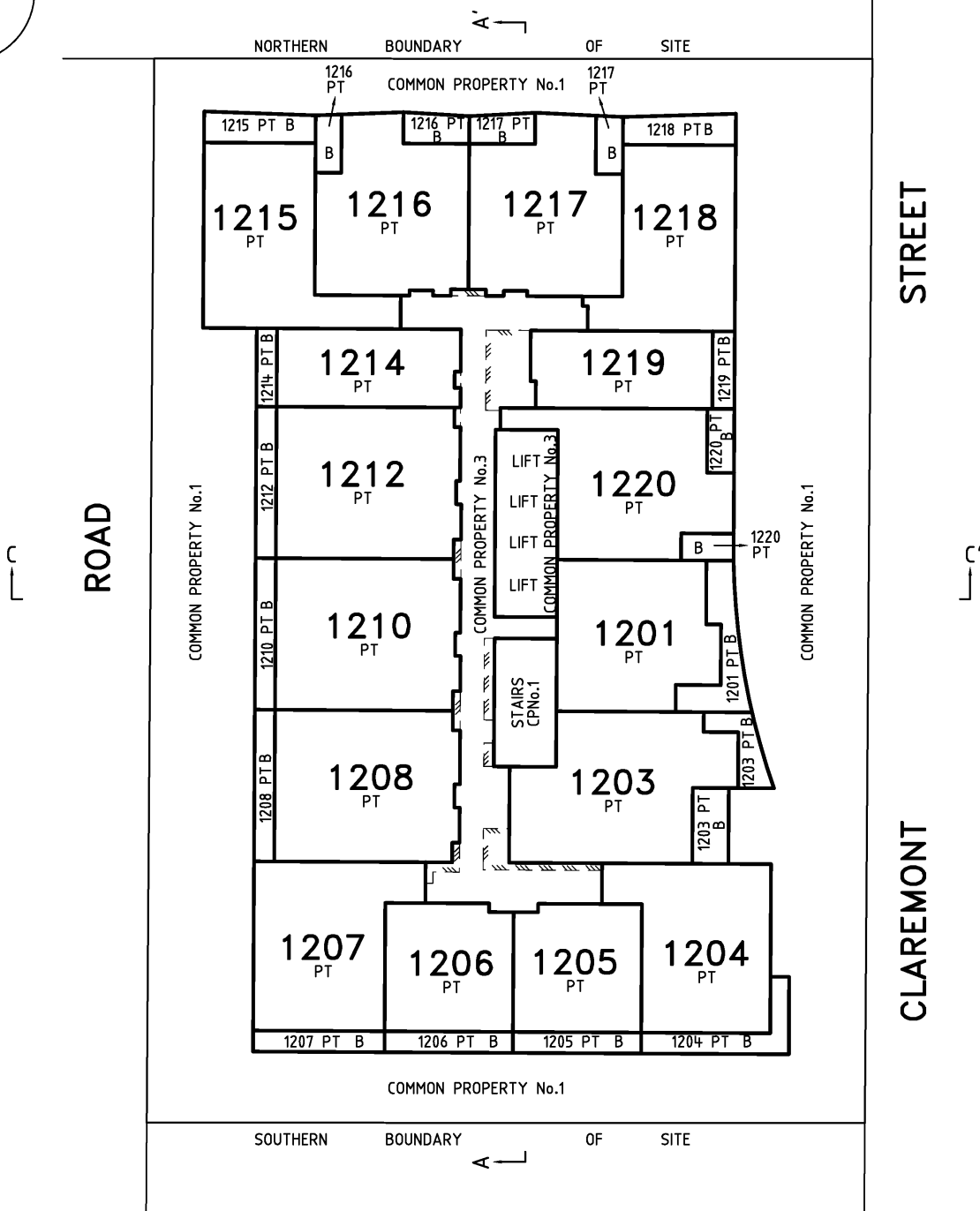
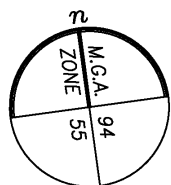
Sheet 29



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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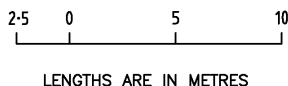
LEVEL L12  
 DIAGRAM 18

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
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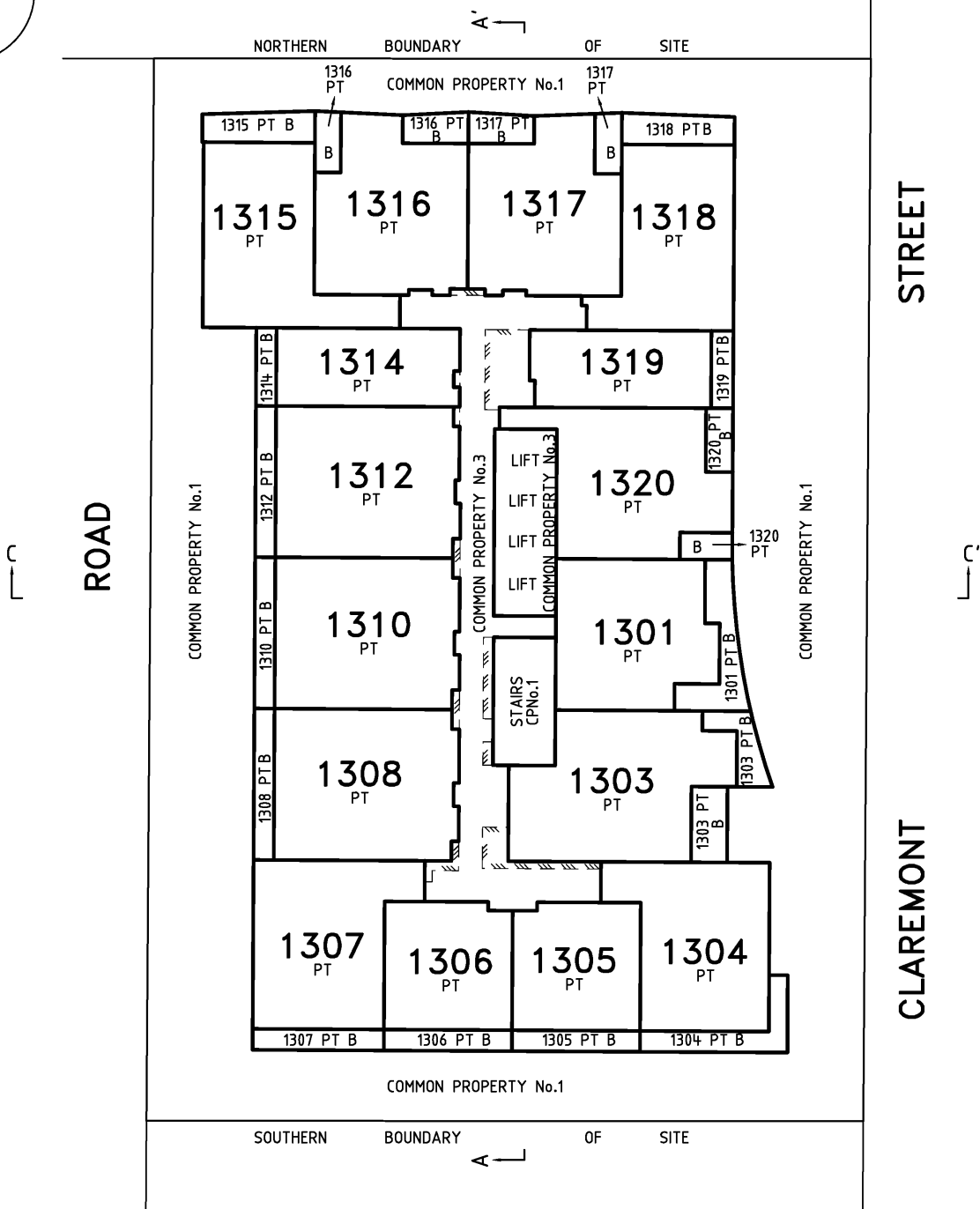
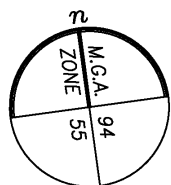
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# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L13  
 DIAGRAM 19

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

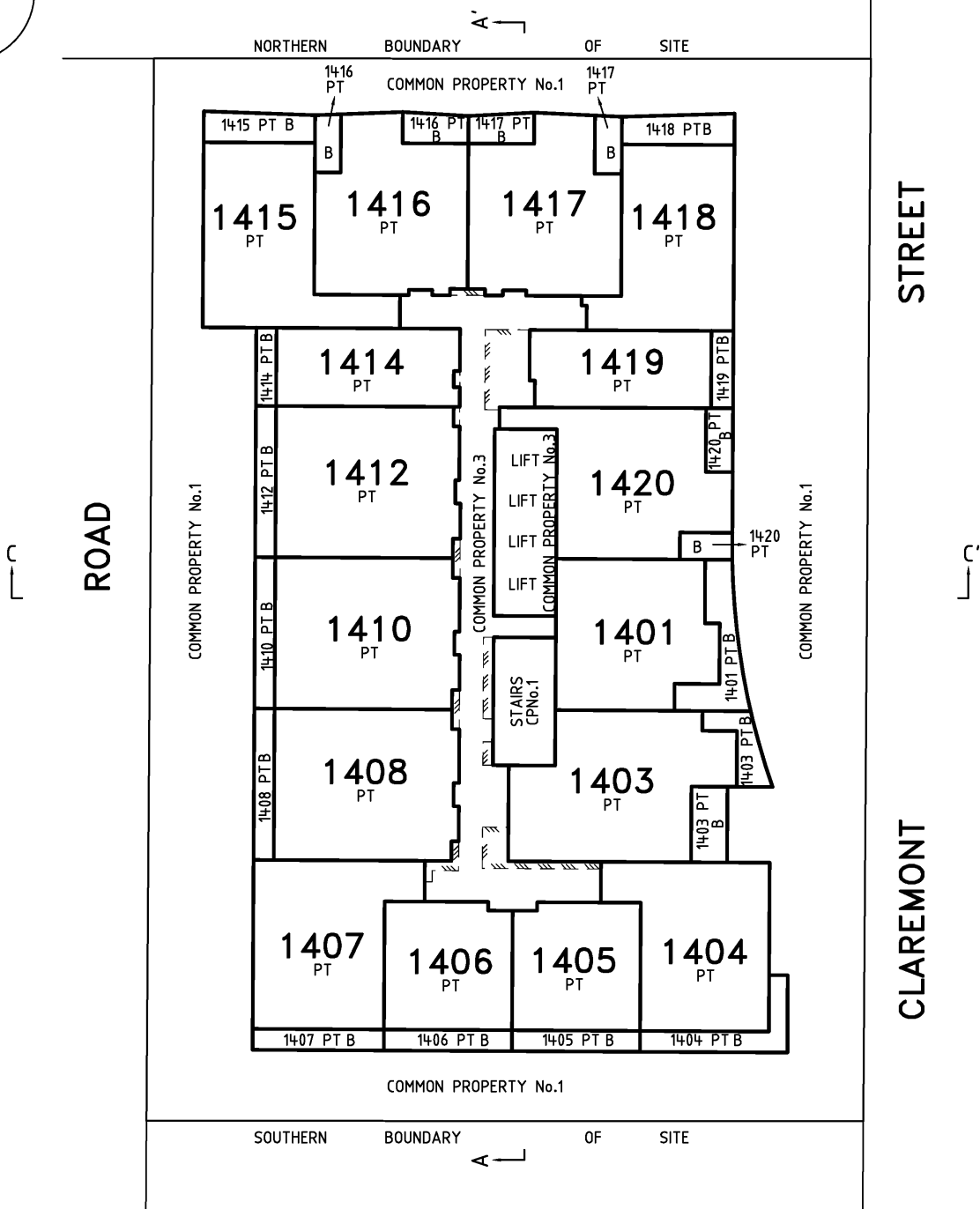
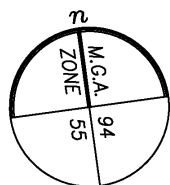
Sheet 31



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L14  
DIAGRAM 20

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3

2.5 0 5 10  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

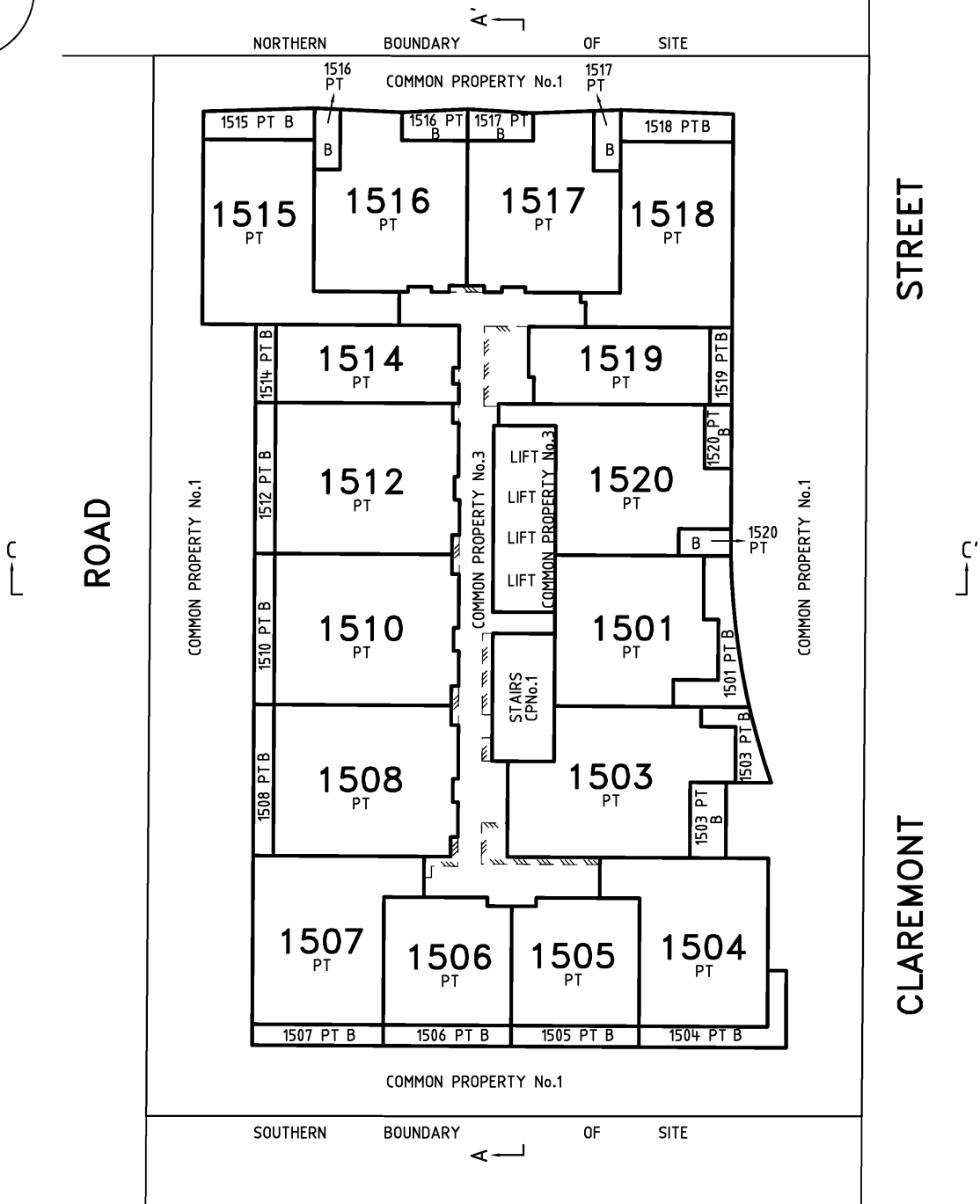
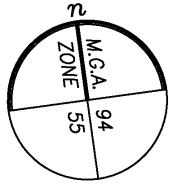
Sheet 32



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L15  
 DIAGRAM 21

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

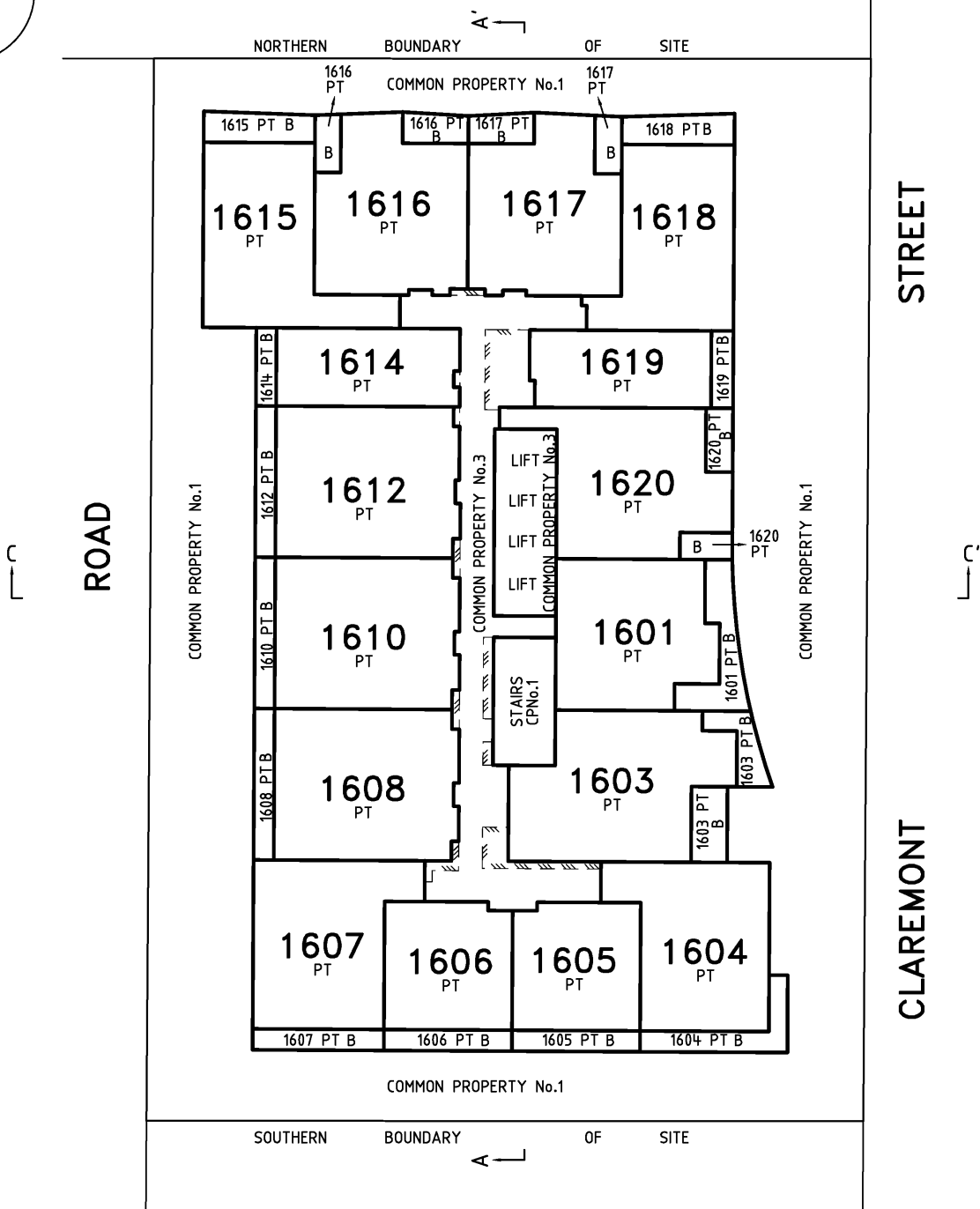
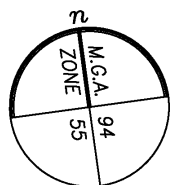
Sheet 33



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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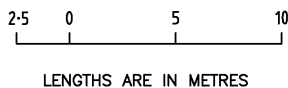
LEVEL L16  
 DIAGRAM 22

ORIGINAL

SCALE

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 1:250

SHEET  
 SIZE  
 A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

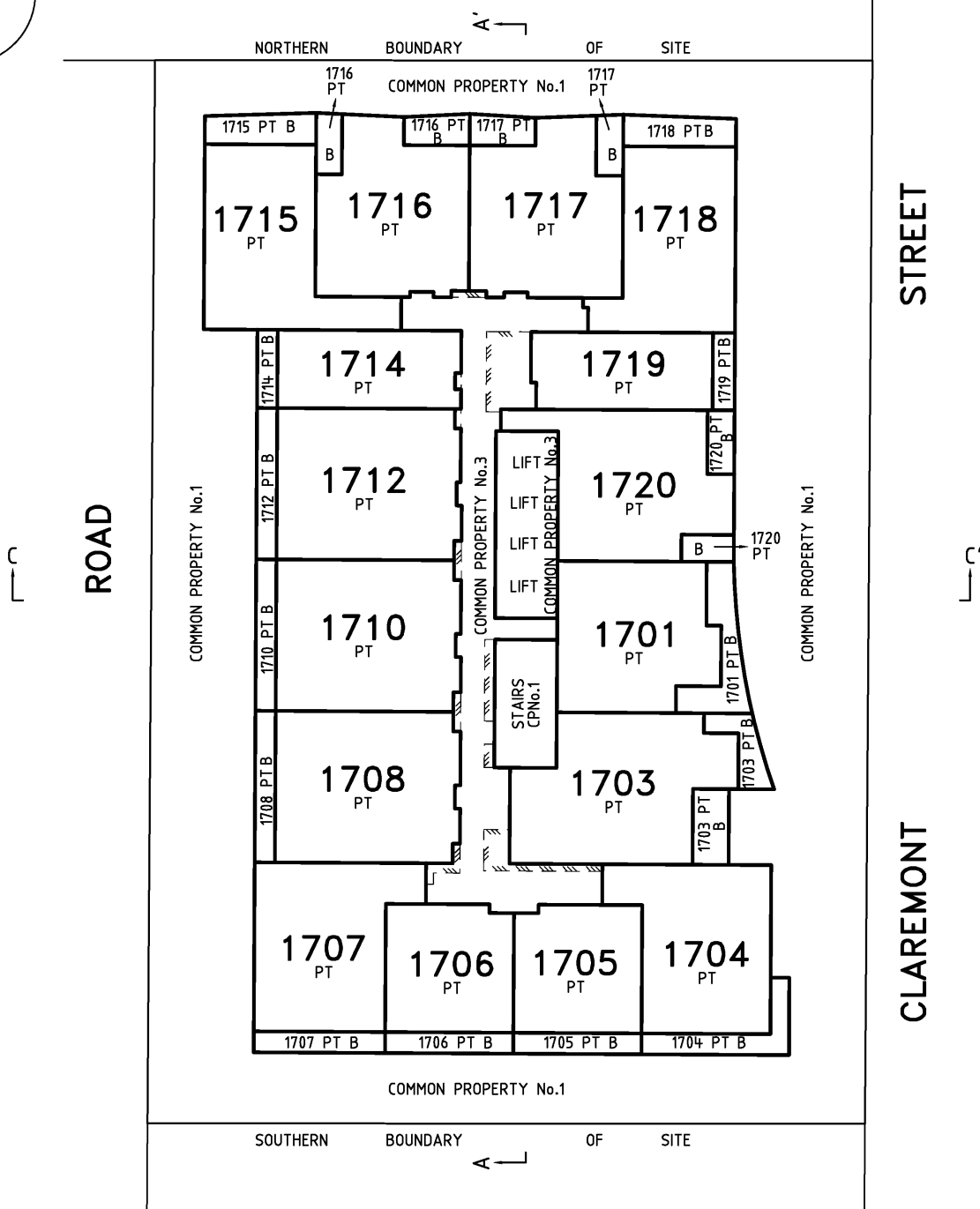
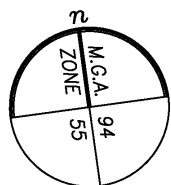
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 DWG 2969700AF

Sheet 34



## Plan Number

**PS 724878P**



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LEVEL L17  
DIAGRAM 23

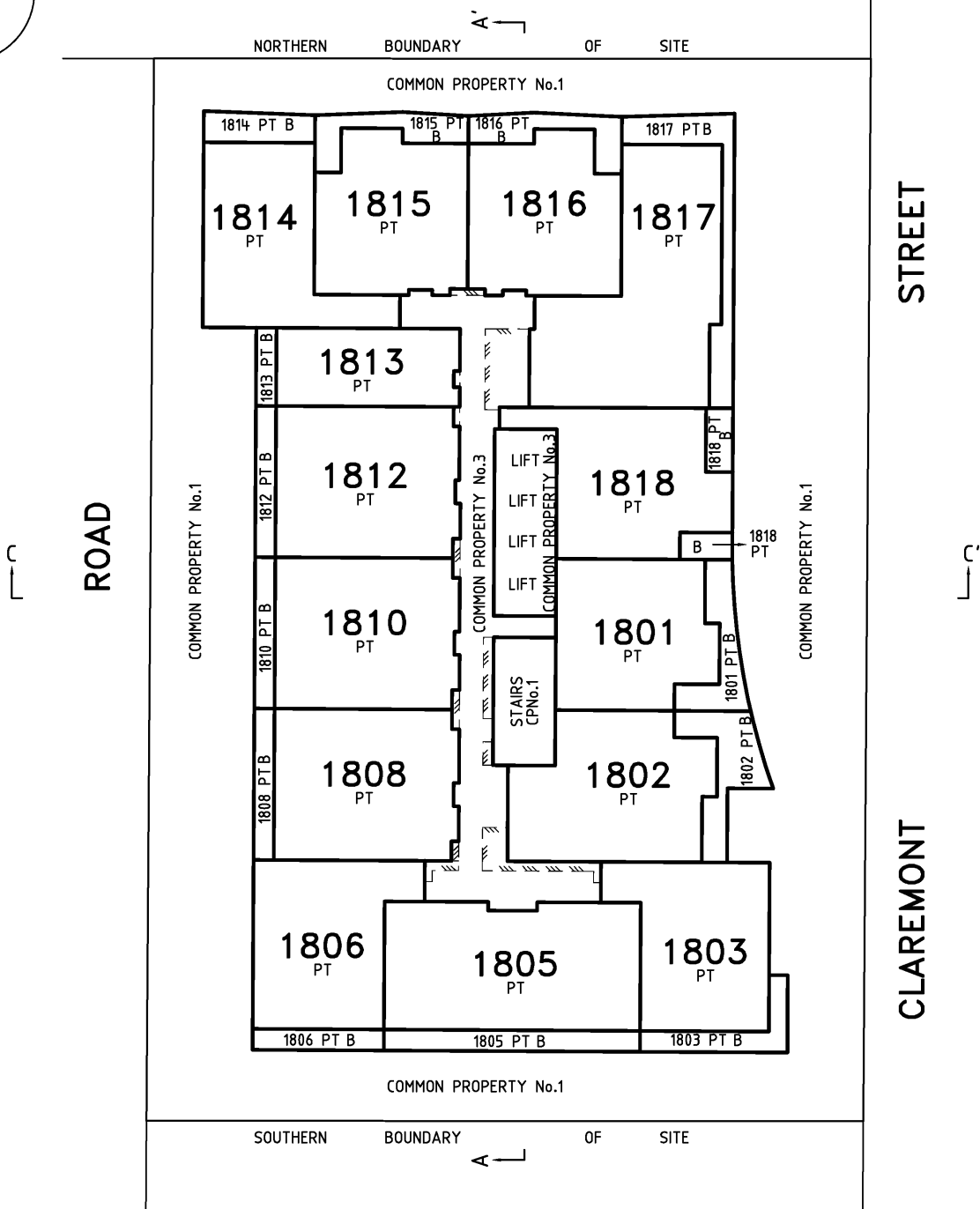
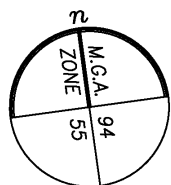
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SCALE 1:250	SHEET SIZE A3	<p>2.5 0 5 10</p> <p>LENGTHS ARE IN METRES</p>				



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L18  
 DIAGRAM 24

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

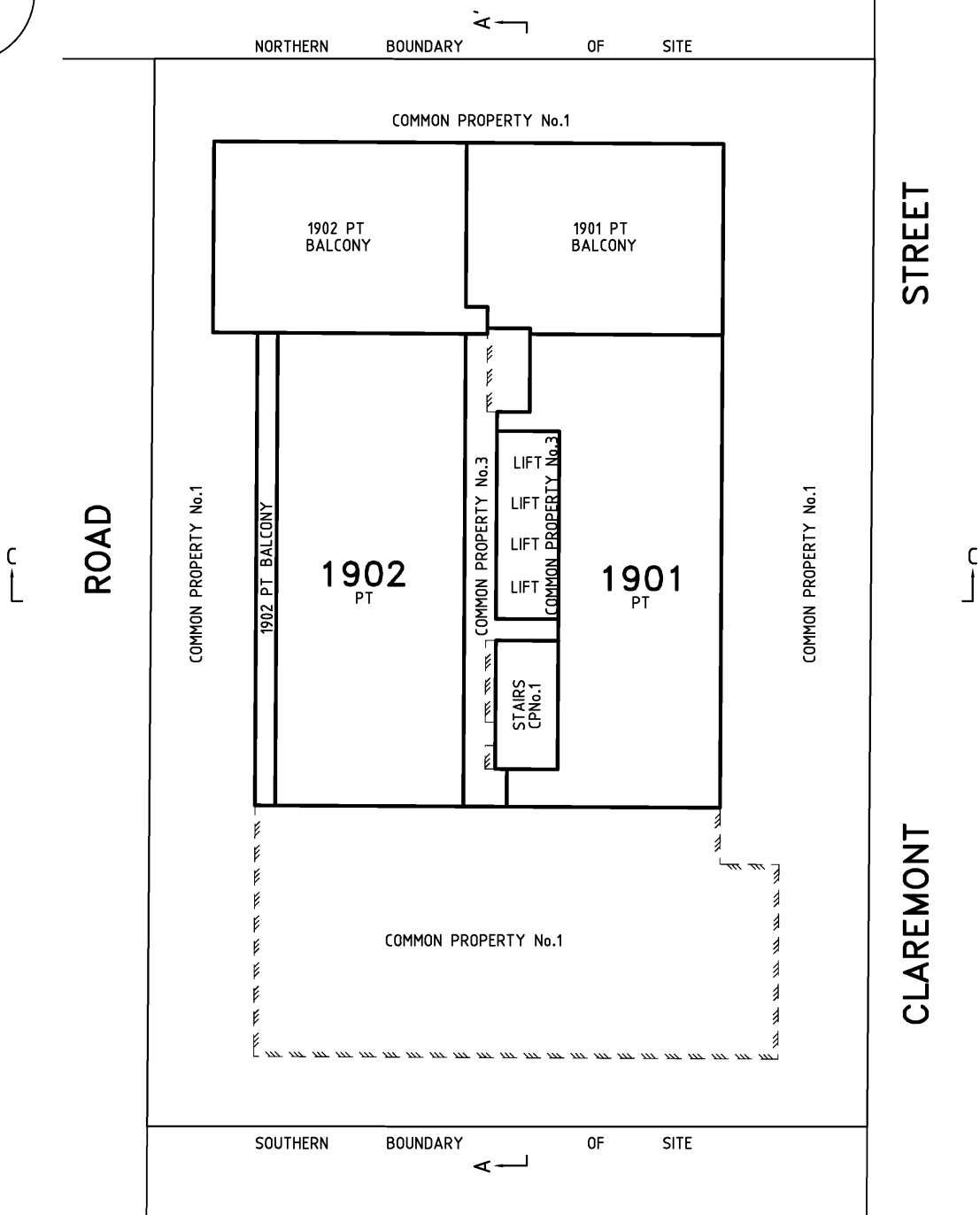
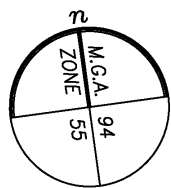
Sheet 36



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



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LEVEL L19  
 DIAGRAM 25

ORIGINAL

SCALE

SCALE  
 1:250

SHEET  
 SIZE  
 A3

2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
 DWG 2969700AF

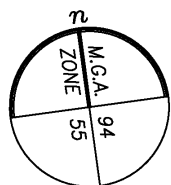
Sheet 37



# PLAN OF SUBDIVISION

Plan Number

**PS 724878P**



NORTHERN BOUNDARY OF SITE



COMMON PROPERTY No.1

STREET

ROAD

COMMON PROPERTY No.1

COMMON PROPERTY No.3

COMMON PROPERTY No.1

COMMON PROPERTY No.1

CLAREMONT

SOUTHERN BOUNDARY OF SITE



## Bosco Jonson Pty Ltd

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TOPMOST LEVEL  
DIAGRAM 26

ORIGINAL

SCALE

SCALE  
1:250

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 38



Plan Number  
**PS 724878P**[illegible]

SECTION A-A' (PART)  
NOT TO SCALE

Sheet 39

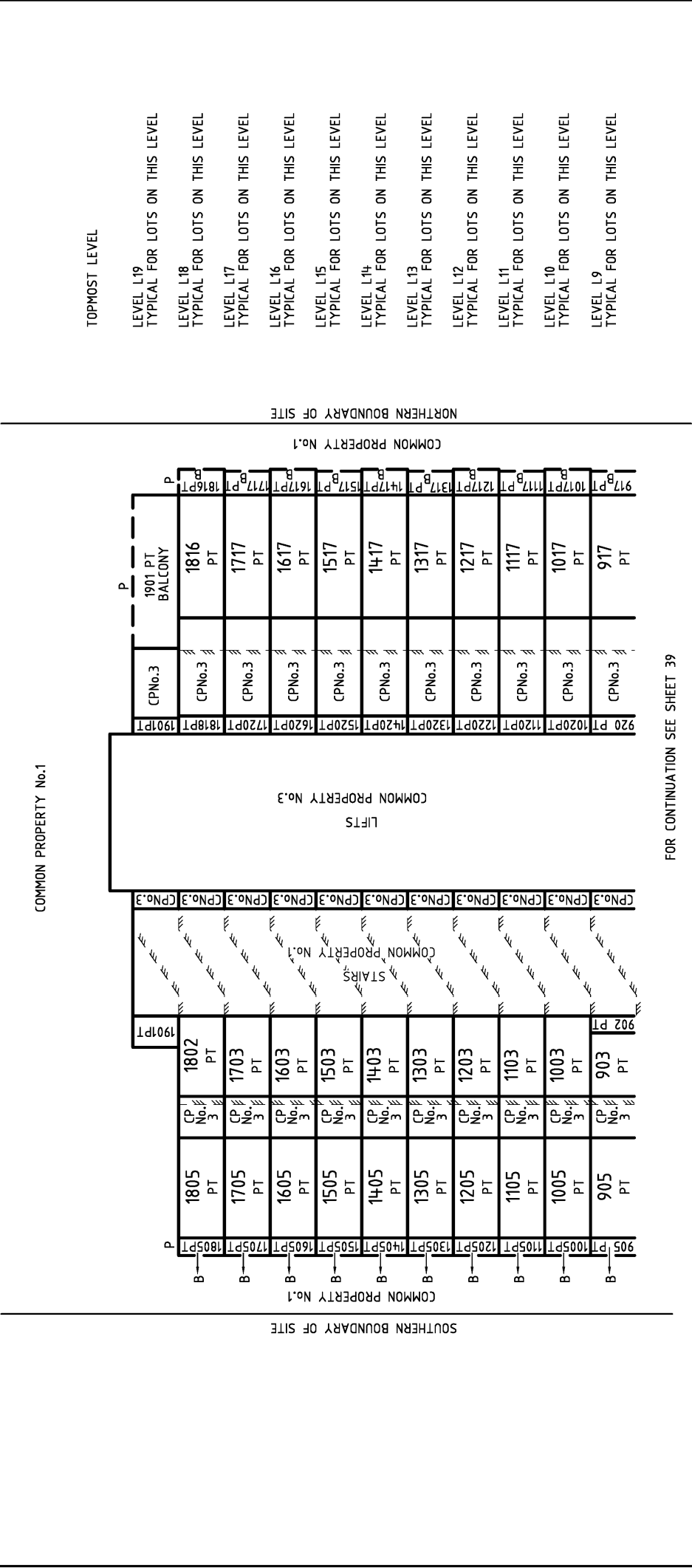
**Bosco Jonson Pty Ltd**  
 ABN 15 169 138 827  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03 9699 1400 Fax 03 9699 5992

Signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd) Surveyor's Plan Version (F) SPEAR Ref: S065225E 08/09/2016, Amended: 02/11/2016.



Plan Number  
**PS 724878P**

**PLAN OF SUBDIVISION**



FOR CONTINUATION SEE SHEET 39

SECTION A-A' (PART)  
NOT TO SCALE

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16 Eastern Road South Melbourne  
Vic 3205 Australia  
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ORIGINAL  
SCALE  
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SHEET  
SIZE  
A3

SCALE  
LENGTHS ARE IN METRES  
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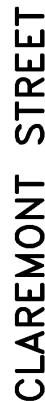
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SIGNATURE . . . . . DATE / /  
DIGITALLY SIGNED  
REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 40



## Plan Number

**PS 724878P**



COMMON PROPERTY No.1

SECTION C-C'  
NOT TO SCALE

ORIGINAL

SCALE

SCALE

SHEET  
SIZE  
A3

N/A

~~LENGTHS ARE IN METRES~~

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE \_\_\_\_\_ DIGITALLY SIGNED \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

REF 29697003 03/08/16 VERSION F  
DWG 2969700AF

Sheet 41





## **Plan of Subdivision PS724878P**

### **Certifying a New Version of an Existing Plan (Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S065225E

Plan Number: PS724878P

Responsible Authority Name: Stonnington City Council

Responsible Authority Permit Ref. No.: 0660/14

Responsible Authority Certification Ref. No.: SUB5908

Surveyor's Plan Version: F

### **Certification**



This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 22/08/2016

### **Public Open Space**

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



Has not been made at Certification

Digitally signed by Council Delegate: Lauren Givoni

Organisation: Stonnington City Council

Date: 13/09/2016



# Imaged Document Cover Sheet

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AL685695T**

16/02/2015 \$116.50 173



## Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:NGW:A01C:6230332  
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 8159 Folio 414 Volume 8509 Folio 716

Responsible Authority: Stonnington City Council of 1251 High Street, Malvern, Victoria

Section and Act under which agreement made: section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date: 11. 2. 2015

Signature for Responsible Authority:

.....

Name of officer:

.....

Position held:

.....

GENERAL MANAGER - PLANNING  
AND DEVELOPMENT.



Date 11 / 2 / 2015

**AL685695T**

16/02/2015 \$116.50 173



[m10@maddocks.com.au](mailto:m10@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)

DX 259 Melbourne

## **Agreement under section 173 of the Planning and Environment Act 1987**

**Subject Land: 3-5 and 7-9 Claremont Street, South Yarra**

**Stonnington City Council**  
and

**Jack & Judy Real Estate Pty Ltd**  
ACN 156 335 456



**AL685695T**



## Contents

<b>1.</b>	<b>Definitions .....</b>	<b>1</b>
<b>2.</b>	<b>Interpretation .....</b>	<b>3</b>
<b>3.</b>	<b>Purposes of Agreement .....</b>	<b>4</b>
<b>4.</b>	<b>Reasons for Agreement .....</b>	<b>4</b>
<b>5.</b>	<b>Agreement required .....</b>	<b>4</b>
<b>6.</b>	<b>Owner's specific obligations .....</b>	<b>4</b>
6.1	Development Contribution .....	4
6.2	Council may accept Infrastructure Works in lieu of the Development Contribution..	5
6.3	Application to provide Infrastructure Works in lieu of the Development Contribution	5
6.4	Approved Plan and Agreed Value .....	5
6.5	Construction of Infrastructure Works .....	6
6.6	Indemnity .....	6
6.7	Credit .....	6
<b>7.</b>	<b>Owner's further obligations .....</b>	<b>6</b>
7.1	Notice and registration .....	6
7.2	Further actions .....	6
7.3	Fees .....	7
7.4	Council's costs to be paid .....	7
7.5	Time for determining satisfaction .....	7
7.6	Interest for overdue money .....	7
7.7	Notification of compliance with Owner's obligations .....	8
<b>8.</b>	<b>Agreement under section 173 of the Act .....</b>	<b>8</b>
<b>9.</b>	<b>Owner's warranties .....</b>	<b>8</b>
<b>10.</b>	<b>Successors in title .....</b>	<b>8</b>
<b>11.</b>	<b>General matters .....</b>	<b>8</b>
11.1	Notices .....	8
11.2	No waiver .....	8
11.3	Severability .....	9
11.4	No fettering of Council's powers .....	9
11.5	Inspection of documents .....	9
11.6	Governing law .....	9
<b>12.</b>	<b>Commencement of Agreement .....</b>	<b>9</b>
<b>13.</b>	<b>Ending of Agreement .....</b>	<b>9</b>



**AL685695T**

16/02/2015 \$116.50 173



# Agreement under section 173 of the Planning and Environment Act 1987

**Dated**        /        /

## Parties

Name	<b>Stonnington City Council</b>
Address	cnr. Greville and Chapel Streets, Prahran, Victoria
Short name	<b>Council</b>
Name	<b>Jack &amp; Judy Real Estate Pty Ltd ACN 156 335 456</b>
Address	Unit 730, 1 Queens Road, Melbourne, VIC
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 9 of the Planning Permit.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Agreed Value** means the total estimated costs of any Infrastructure Works plus GST as agreed between the Parties in accordance with clause 6.4.2.

**Approved Plan** means the plan approved by Council in accordance with clause 6.4.1.



**AL685695T**

16/02/2015 \$116.50 173



**Building Price Index** means the Building Price Index June Quarter for Melbourne in Rawlinsons Australian Construction Handbook, or if the index ceases to exist, the nearest equivalent index.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Certificate of Practical Completion** means a certificate of practical completion issued under the relevant building contract for any Infrastructure Works.

**Credit** means a credit towards the Owner's Development Contribution liability in the amount of the Agreed Value of any Infrastructure Works completed in accordance with clause 6.3.4.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, council@stonnington.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Defects Liability Period** means any defects liability period in respect of Infrastructure Works agreed by the parties.

**Development Contribution** means either of the following (plus GST), as adjusted by the Building Price Index between 6 September 2012 and the Payment Date, less any Credits:

- (c) the sum of \$395,712.81; or
- (d) if the subdivision of the Subject Land is undertaken in stages, apportioned over each stage in accordance with the following formula:

$$\text{Development Contribution} = (\text{number of residential units in stage} \times \$1,078.82) + (\text{square metres of office space in stage} \times \$30.69) + (\text{square metres of retail space in stage} \times \$18.85)$$

**Development Contributions Plan** means the 'Forrest Hill Precinct Draft Development Contributions Plan – Development Contributions Rates and Explanatory Material' dated March 2010 as applicable to the Subject Land.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Infrastructure Works** means any road, streetscape or public realm improvement works as described in the Development Contributions Plan.



**AL685695T**

16/02/2015 \$116.50 173



**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Payment Date** means the day before the date of issue of a Statement of Compliance for subdivision of the relevant stage of the Subject Land, or such other date as agreed in writing between the Parties.

**Plan Checking Fee** means a fee payable to Council by the Owner for checking plans for Infrastructure Works and which is payable at the rate of 0.75 per cent of the Agreed Value.

**Planning Permit** means planning permit no. 0955/08, as amended from time to time, issued on 12 June 2009, authorising:

- development of a multi storey building for use as dwellings and shop (and office);
- a reduction in the car parking requirements; and
- a waiver of the loading requirements

on the Subject Land in accordance with the Endorsed Plan.

**Planning Scheme** means the Stonnington Planning Scheme and any other planning scheme that applies to the Subject Land.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

**Subject Land** means the land situated at 3-5 and 7-9 Claremont Street, South Yarra being the land referred to in certificate of title volume 8159 folio 414 and volume 8509 folio 716 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;



**AL685695T**

16/02/2015 \$116.50 173



- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### **5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

### **6. Owner's specific obligations**

#### **6.1 Development Contribution**

The Owner agrees that:



**AL685695T**

16/02/2015 \$116.50 173



- 6.1.1 the Owner must pay the Development Contribution to Council on or before the relevant Payment Date;
- 6.1.2 if subdivision of the Subject Land occurs in stages, the Development Contribution will be paid on a stage-by-stage basis; and
- 6.1.3 the Development Contribution will be paid as a contribution towards the funding of infrastructure as detailed in the Development Contributions Plan.

**6.2 Council may accept Infrastructure Works in lieu of the Development Contribution**

The Owner agrees that:

- 6.2.1 the Owner may apply to Council to provide Infrastructure Works in lieu of all or part of the Development Contribution;
- 6.2.2 there is no obligation on Council to accept the provision of Infrastructure Works in lieu of all or part of the Development Contribution.

**6.3 Application to provide Infrastructure Works in lieu of the Development Contribution**

The Owner agrees that if Council provides its written agreement that Infrastructure Works are to be provided in lieu of part or all of the Development Contribution, the Owner must:

- 6.3.1 submit to Council's Infrastructure Unit five (5) copies of fully detailed engineering plans showing all relevant information including detailed existing and finished floor surface levels, to the satisfaction of Council;
- 6.3.2 submit to Council:
  - (a) a list of the items or components involved in the provision of the Infrastructure Works;
  - (b) a detailed estimate of the cost of each of the items to be provided as part of the Infrastructure Works; and
  - (c) the total estimated costs of the Infrastructure Works proposed to be provided to Council in lieu of all or part of the Development Contribution.
- 6.3.3 pay to Council a supervision fee of not more than 2.8% of the Agreed Value of the Infrastructure Works as requested by Council;
- 6.3.4 ensure that all Infrastructure Works are completed:
  - (a) in accordance with the Approved Plan;
  - (b) under the supervision of Council; and
  - (c) to the satisfaction of Council.

**6.4 Approved Plan and Agreed Value**

The Owner agrees that the Owner must not commence any Infrastructure Works unless:

- 6.4.1 the plans submitted to Council in accordance with clause 6.3.1 have been approved by Council; and



**AL685695T**

16/02/2015 \$116.50 173



- 6.4.2 Council (acting reasonably) has agreed in writing to the total estimated costs of the Infrastructure Works provided to Council in accordance with clause 6.3.2(c), having regard to any estimated cost of those Infrastructure Works in the Development Contributions Plan.

## **6.5 Construction of Infrastructure Works**

The Owner agrees that:

- 6.5.1 the Owner is responsible for all design and construction risks in relation to any Infrastructure Works provided in lieu of the Development Contribution; and
- 6.5.2 Council has no responsibility for any costs beyond the Agreed Value of any Infrastructure Works incurred by the Owner in carrying out the Infrastructure Works.

## **6.6 Indemnity**

The Owner agrees that the Owner will not make any claims for damages or loss of any kind against Council for any damage or injury caused to any areas or buildings on the Subject Land or any person by reason of any Infrastructure Works provided in lieu of part or all of the Development Contribution and will hold harmless and keep Council indemnified against all actions, claims, demands, damages, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such damage or injury by reason of any such Infrastructure Works provided in lieu of part or all of the Development Contribution.

## **6.7 Credit**

- 6.7.1 The Owner and Council agree that:
- (a) upon the issue of a Certificate of Practical Completion in respect of Infrastructure Works, the Owner will be entitled to a Credit for the Infrastructure Works;
  - (b) upon the provision of a Credit for Infrastructure Works, Council's obligations to the Owner in respect of the Infrastructure Works are complete but the Owner's obligations for repair of defects of the Infrastructure Works under this Agreement remain for the duration of the or Defects Liability Period;
  - (c) after the expiry of the Defects Liability Period, repair of any defects in respect of the Infrastructure Works become the responsibility of Council.

---

## **7. Owner's further obligations**

### **7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### **7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;



**AL685695T**

16/02/2015 \$116.50 173



7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

### **7.3 Fees**

The Owner must pay to Council within 14 days after a written request for payment, any:

7.3.1 Plan Checking Fee;

7.3.2 Supervision Fee; and

7.3.3 Satisfaction Fee.

### **7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

### **7.5 Time for determining satisfaction**

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3.3; or

7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

### **7.6 Interest for overdue money**

7.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.



**AL685695T**



**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.



**AL685695T**

16/02/2015 \$116.50 173



### **11.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

### **11.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

### **11.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

### **11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

## **12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

---

## **13. Ending of Agreement**

### **13.1 Notice issued by Council**

This Agreement ends when Council issues a written notice to the Owner stating that Council consider that the Owner has complied with all of the Owner's obligations in respect to all or part of the Subject Land.

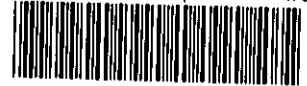
### **13.2 Application to the Registrar of Titles**

As soon as reasonably practicable after the Agreement has ended with respect to all or part of the Subject Land, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the register with respect to, as appropriate, all or part of the Subject Land.



AL685695T

16/02/2015 \$116.50 173



## Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed, Sealed and Delivered by  
Stuart Draffin on behalf of Stonnington City  
Council pursuant to the power delegated to  
him by an Instrument of Delegation in the  
presence of:

witness

Executed by Jack & Judy Real Estate Pty  
Ltd ACN 156 335 456 in accordance with  
section 127(1) of the Corporations Act 2001:

Signature of Director

Yuan Tao

Print full name

Signature of Director (or Company Secretary)

Keqi Zhang

Print full name





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

The land in PS724878P is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1R, 1T, 2R, 2T, 3R, 3T, 4T, 5T, 201 - 207, 301 - 316, 401 - 414, 501 - 520, 601 - 620, 701 - 720, 801 - 820, 901 - 920, 1001, 1003 - 1020, 1101, 1103 - 1110, 1112, 1114 - 1120, 1201, 1203 - 1208, 1210, 1212, 1214 - 1220, 1301, 1303 - 1308, 1310, 1312, 1314 - 1320, 1401, 1403 - 1408, 1410, 1412, 1414 - 1420, 1501, 1503 - 1508, 1510, 1512, 1514 - 1520, 1601, 1603 - 1608, 1610, 1612, 1614 - 1620, 1701, 1703 - 1708, 1710, 1712, 1714 - 1720, 1801 - 1803, 1805, 1806, 1808, 1810, 1812 - 1818, 1901, 1902.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

13 KENWOOD RISE BOX HILL SOUTH VIC 3128

OC032608C 03/11/2016

### 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. OC032611P 03/11/2016

### Additional Owners Corporation Information:

OC032608C 03/11/2016

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1R	46	46





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1T	125	125
Lot 2R	318	318
Lot 2T	92	92
Lot 3R	780	780
Lot 3T	113	113
Lot 4T	113	113
Lot 5T	448	448
Lot 201	64	64
Lot 202	67	67
Lot 203	35	35
Lot 204	35	35
Lot 205	65	65
Lot 206	37	37
Lot 207	37	37
Lot 301	54	54
Lot 302	50	50
Lot 303	49	49
Lot 304	47	47
Lot 305	47	47
Lot 306	47	47
Lot 307	47	47
Lot 308	47	47
Lot 309	59	59
Lot 310	63	63
Lot 311	63	63
Lot 312	65	65
Lot 313	37	37
Lot 314	37	37
Lot 315	43	43





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 316	63	63
Lot 401	55	55
Lot 402	49	49
Lot 403	79	79
Lot 404	36	36
Lot 405	36	36
Lot 406	36	36
Lot 407	36	36
Lot 408	59	59
Lot 409	63	63
Lot 410	63	63
Lot 411	80	80
Lot 412	49	49
Lot 413	46	46
Lot 414	65	65
Lot 501	63	63
Lot 502	66	66
Lot 503	63	63
Lot 504	47	47
Lot 505	47	47
Lot 506	62	62
Lot 507	36	36
Lot 508	36	36
Lot 509	36	36
Lot 510	36	36
Lot 511	36	36
Lot 512	36	36
Lot 513	36	36
Lot 514	59	59





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 515	63	63
Lot 516	63	63
Lot 517	80	80
Lot 518	49	49
Lot 519	44	44
Lot 520	66	66
Lot 601	64	64
Lot 602	44	44
Lot 603	43	43
Lot 604	64	64
Lot 605	42	42
Lot 606	42	42
Lot 607	63	63
Lot 608	36	36
Lot 609	36	36
Lot 610	36	36
Lot 611	36	36
Lot 612	36	36
Lot 613	36	36
Lot 614	36	36
Lot 615	60	60
Lot 616	64	64
Lot 617	64	64
Lot 618	59	59
Lot 619	44	44
Lot 620	66	66
Lot 701	64	64
Lot 702	44	44
Lot 703	44	44





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 704	64	64
Lot 705	42	42
Lot 706	42	42
Lot 707	63	63
Lot 708	36	36
Lot 709	36	36
Lot 710	36	36
Lot 711	36	36
Lot 712	36	36
Lot 713	36	36
Lot 714	36	36
Lot 715	60	60
Lot 716	64	64
Lot 717	64	64
Lot 718	59	59
Lot 719	44	44
Lot 720	67	67
Lot 801	65	65
Lot 802	45	45
Lot 803	44	44
Lot 804	65	65
Lot 805	48	48
Lot 806	48	48
Lot 807	64	64
Lot 808	37	37
Lot 809	37	37
Lot 810	37	37
Lot 811	37	37
Lot 812	37	37





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 813	37	37
Lot 814	37	37
Lot 815	61	61
Lot 816	65	65
Lot 817	65	65
Lot 818	60	60
Lot 819	45	45
Lot 820	67	67
Lot 901	65	65
Lot 902	45	45
Lot 903	44	44
Lot 904	65	65
Lot 905	48	48
Lot 906	48	48
Lot 907	64	64
Lot 908	37	37
Lot 909	37	37
Lot 910	37	37
Lot 911	37	37
Lot 912	37	37
Lot 913	37	37
Lot 914	37	37
Lot 915	61	61
Lot 916	65	65
Lot 917	65	65
Lot 918	60	60
Lot 919	45	45
Lot 920	68	68
Lot 1001	66	66





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1003	89	89
Lot 1004	66	66
Lot 1005	48	48
Lot 1006	48	48
Lot 1007	65	65
Lot 1008	37	37
Lot 1009	37	37
Lot 1010	37	37
Lot 1011	37	37
Lot 1012	37	37
Lot 1013	37	37
Lot 1014	37	37
Lot 1015	62	62
Lot 1016	66	66
Lot 1017	66	66
Lot 1018	61	61
Lot 1019	43	43
Lot 1020	68	68
Lot 1101	66	66
Lot 1103	90	90
Lot 1104	66	66
Lot 1105	48	48
Lot 1106	48	48
Lot 1107	65	65
Lot 1108	37	37
Lot 1109	37	37
Lot 1110	74	74
Lot 1112	74	74
Lot 1114	37	37





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1115	62	62
Lot 1116	66	66
Lot 1117	66	66
Lot 1118	61	61
Lot 1119	43	43
Lot 1120	69	69
Lot 1201	67	67
Lot 1203	91	91
Lot 1204	67	67
Lot 1205	49	49
Lot 1206	49	49
Lot 1207	66	66
Lot 1208	76	76
Lot 1210	76	76
Lot 1212	76	76
Lot 1214	38	38
Lot 1215	63	63
Lot 1216	67	67
Lot 1217	67	67
Lot 1218	62	62
Lot 1219	44	44
Lot 1220	69	69
Lot 1301	67	67
Lot 1303	91	91
Lot 1304	67	67
Lot 1305	49	49
Lot 1306	49	49
Lot 1307	66	66
Lot 1308	76	76





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## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1310	76	76
Lot 1312	76	76
Lot 1314	38	38
Lot 1315	63	63
Lot 1316	67	67
Lot 1317	67	67
Lot 1318	62	62
Lot 1319	44	44
Lot 1320	70	70
Lot 1401	68	68
Lot 1403	91	91
Lot 1404	68	68
Lot 1405	49	49
Lot 1406	49	49
Lot 1407	67	67
Lot 1408	76	76
Lot 1410	76	76
Lot 1412	76	76
Lot 1414	38	38
Lot 1415	64	64
Lot 1416	68	68
Lot 1417	68	68
Lot 1418	63	63
Lot 1419	44	44
Lot 1420	70	70
Lot 1501	68	68
Lot 1503	92	92
Lot 1504	68	68
Lot 1505	49	49





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1506	49	49
Lot 1507	67	67
Lot 1508	76	76
Lot 1510	76	76
Lot 1512	76	76
Lot 1514	38	38
Lot 1515	64	64
Lot 1516	68	68
Lot 1517	68	68
Lot 1518	63	63
Lot 1519	44	44
Lot 1520	71	71
Lot 1601	69	69
Lot 1603	93	93
Lot 1604	69	69
Lot 1605	50	50
Lot 1606	50	50
Lot 1607	68	68
Lot 1608	78	78
Lot 1610	78	78
Lot 1612	78	78
Lot 1614	39	39
Lot 1615	65	65
Lot 1616	69	69
Lot 1617	69	69
Lot 1618	64	64
Lot 1619	45	45
Lot 1620	71	71
Lot 1701	69	69





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1703	93	93
Lot 1704	69	69
Lot 1705	50	50
Lot 1706	50	50
Lot 1707	68	68
Lot 1708	88	88
Lot 1710	78	78
Lot 1712	78	78
Lot 1714	44	44
Lot 1715	65	65
Lot 1716	69	69
Lot 1717	69	69
Lot 1718	64	64
Lot 1719	45	45
Lot 1720	72	72
Lot 1801	70	70
Lot 1802	85	85
Lot 1803	70	70
Lot 1805	100	100
Lot 1806	69	69
Lot 1808	88	88
Lot 1810	88	88
Lot 1812	88	88
Lot 1813	44	44
Lot 1814	66	66
Lot 1815	70	70
Lot 1816	70	70
Lot 1817	98	98
Lot 1818	72	72





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1901	330	330
Lot 1902	300	300
<b>Total</b>	<b>18893.00</b>	<b>18893.00</b>

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

Statement End.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS724878P**

The land in PS724878P is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1T, 2T, 3T, 4T, 5T.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

13 KENWOOD RISE BOX HILL SOUTH VIC 3128

OC032609A 03/11/2016

### 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. OC032612M 03/11/2016

### Additional Owners Corporation Information:

OC032609A 03/11/2016

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1T	125	125
Lot 2T	92	92
Lot 3T	113	113
Lot 4T	113	113
Lot 5T	448	448
<b>Total</b>	<b>891.00</b>	<b>891.00</b>





# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS724878P**

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

Statement End.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3**  
**PLAN NO. PS724878P**

The land in PS724878P is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 201 - 207, 301 - 316, 401 - 414, 501 - 520, 601 - 620, 701 - 720, 801 - 820, 901 - 920, 1001, 1003 - 1020, 1101, 1103 - 1110, 1112, 1114 - 1120, 1201, 1203 - 1208, 1210, 1212, 1214 - 1220, 1301, 1303 - 1308, 1310, 1312, 1314 - 1320, 1401, 1403 - 1408, 1410, 1412, 1414 - 1420, 1501, 1503 - 1508, 1510, 1512, 1514 - 1520, 1601, 1603 - 1608, 1610, 1612, 1614 - 1620, 1701, 1703 - 1708, 1710, 1712, 1714 - 1720, 1801 - 1803, 1805, 1806, 1808, 1810, 1812 - 1818, 1901, 1902.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

13 KENWOOD RISE BOX HILL SOUTH VIC 3128

OC032610R 03/11/2016

### 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. OC032613K 03/11/2016

### Additional Owners Corporation Information:

OC032610R 03/11/2016

### Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 201	64	64
Lot 202	67	67
Lot 203	35	35
Lot 204	35	35





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205	65	65
Lot 206	37	37
Lot 207	37	37
Lot 301	54	54
Lot 302	50	50
Lot 303	49	49
Lot 304	47	47
Lot 305	47	47
Lot 306	47	47
Lot 307	47	47
Lot 308	47	47
Lot 309	59	59
Lot 310	63	63
Lot 311	63	63
Lot 312	65	65
Lot 313	37	37
Lot 314	37	37
Lot 315	43	43
Lot 316	63	63
Lot 401	55	55
Lot 402	49	49
Lot 403	79	79
Lot 404	36	36
Lot 405	36	36
Lot 406	36	36
Lot 407	36	36
Lot 408	59	59
Lot 409	63	63
Lot 410	63	63





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 411	80	80
Lot 412	49	49
Lot 413	46	46
Lot 414	65	65
Lot 501	63	63
Lot 502	66	66
Lot 503	63	63
Lot 504	47	47
Lot 505	47	47
Lot 506	62	62
Lot 507	36	36
Lot 508	36	36
Lot 509	36	36
Lot 510	36	36
Lot 511	36	36
Lot 512	36	36
Lot 513	36	36
Lot 514	59	59
Lot 515	63	63
Lot 516	63	63
Lot 517	80	80
Lot 518	49	49
Lot 519	44	44
Lot 520	66	66
Lot 601	64	64
Lot 602	44	44
Lot 603	43	43
Lot 604	64	64
Lot 605	42	42





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 606	42	42
Lot 607	63	63
Lot 608	36	36
Lot 609	36	36
Lot 610	36	36
Lot 611	36	36
Lot 612	36	36
Lot 613	36	36
Lot 614	36	36
Lot 615	60	60
Lot 616	64	64
Lot 617	64	64
Lot 618	59	59
Lot 619	44	44
Lot 620	66	66
Lot 701	64	64
Lot 702	44	44
Lot 703	44	44
Lot 704	64	64
Lot 705	42	42
Lot 706	42	42
Lot 707	63	63
Lot 708	36	36
Lot 709	36	36
Lot 710	36	36
Lot 711	36	36
Lot 712	36	36
Lot 713	36	36
Lot 714	36	36





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 715	60	60
Lot 716	64	64
Lot 717	64	64
Lot 718	59	59
Lot 719	44	44
Lot 720	67	67
Lot 801	65	65
Lot 802	45	45
Lot 803	44	44
Lot 804	65	65
Lot 805	48	48
Lot 806	48	48
Lot 807	64	64
Lot 808	37	37
Lot 809	37	37
Lot 810	37	37
Lot 811	37	37
Lot 812	37	37
Lot 813	37	37
Lot 814	37	37
Lot 815	61	61
Lot 816	65	65
Lot 817	65	65
Lot 818	60	60
Lot 819	45	45
Lot 820	67	67
Lot 901	65	65
Lot 902	45	45
Lot 903	44	44





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 904	65	65
Lot 905	48	48
Lot 906	48	48
Lot 907	64	64
Lot 908	37	37
Lot 909	37	37
Lot 910	37	37
Lot 911	37	37
Lot 912	37	37
Lot 913	37	37
Lot 914	37	37
Lot 915	61	61
Lot 916	65	65
Lot 917	65	65
Lot 918	60	60
Lot 919	45	45
Lot 920	68	68
Lot 1001	66	66
Lot 1003	89	89
Lot 1004	66	66
Lot 1005	48	48
Lot 1006	48	48
Lot 1007	65	65
Lot 1008	37	37
Lot 1009	37	37
Lot 1010	37	37
Lot 1011	37	37
Lot 1012	37	37
Lot 1013	37	37





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1014	37	37
Lot 1015	62	62
Lot 1016	66	66
Lot 1017	66	66
Lot 1018	61	61
Lot 1019	43	43
Lot 1020	68	68
Lot 1101	66	66
Lot 1103	90	90
Lot 1104	66	66
Lot 1105	48	48
Lot 1106	48	48
Lot 1107	65	65
Lot 1108	37	37
Lot 1109	37	37
Lot 1110	74	74
Lot 1112	74	74
Lot 1114	37	37
Lot 1115	62	62
Lot 1116	66	66
Lot 1117	66	66
Lot 1118	61	61
Lot 1119	43	43
Lot 1120	69	69
Lot 1201	67	67
Lot 1203	91	91
Lot 1204	67	67
Lot 1205	49	49
Lot 1206	49	49





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1207	66	66
Lot 1208	76	76
Lot 1210	76	76
Lot 1212	76	76
Lot 1214	38	38
Lot 1215	63	63
Lot 1216	67	67
Lot 1217	67	67
Lot 1218	62	62
Lot 1219	44	44
Lot 1220	69	69
Lot 1301	67	67
Lot 1303	91	91
Lot 1304	67	67
Lot 1305	49	49
Lot 1306	49	49
Lot 1307	66	66
Lot 1308	76	76
Lot 1310	76	76
Lot 1312	76	76
Lot 1314	38	38
Lot 1315	63	63
Lot 1316	67	67
Lot 1317	67	67
Lot 1318	62	62
Lot 1319	44	44
Lot 1320	70	70
Lot 1401	68	68
Lot 1403	91	91





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1404	68	68
Lot 1405	49	49
Lot 1406	49	49
Lot 1407	67	67
Lot 1408	76	76
Lot 1410	76	76
Lot 1412	76	76
Lot 1414	38	38
Lot 1415	64	64
Lot 1416	68	68
Lot 1417	68	68
Lot 1418	63	63
Lot 1419	44	44
Lot 1420	70	70
Lot 1501	68	68
Lot 1503	92	92
Lot 1504	68	68
Lot 1505	49	49
Lot 1506	49	49
Lot 1507	67	67
Lot 1508	76	76
Lot 1510	76	76
Lot 1512	76	76
Lot 1514	38	38
Lot 1515	64	64
Lot 1516	68	68
Lot 1517	68	68
Lot 1518	63	63
Lot 1519	44	44





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1520	71	71
Lot 1601	69	69
Lot 1603	93	93
Lot 1604	69	69
Lot 1605	50	50
Lot 1606	50	50
Lot 1607	68	68
Lot 1608	78	78
Lot 1610	78	78
Lot 1612	78	78
Lot 1614	39	39
Lot 1615	65	65
Lot 1616	69	69
Lot 1617	69	69
Lot 1618	64	64
Lot 1619	45	45
Lot 1620	71	71
Lot 1701	69	69
Lot 1703	93	93
Lot 1704	69	69
Lot 1705	50	50
Lot 1706	50	50
Lot 1707	68	68
Lot 1708	88	88
Lot 1710	78	78
Lot 1712	78	78
Lot 1714	44	44
Lot 1715	65	65
Lot 1716	69	69





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/07/2025 05:35:55 PM

**OWNERS CORPORATION 3  
PLAN NO. PS724878P**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1717	69	69
Lot 1718	64	64
Lot 1719	45	45
Lot 1720	72	72
Lot 1801	70	70
Lot 1802	85	85
Lot 1803	70	70
Lot 1805	100	100
Lot 1806	69	69
Lot 1808	88	88
Lot 1810	88	88
Lot 1812	88	88
Lot 1813	44	44
Lot 1814	66	66
Lot 1815	70	70
Lot 1816	70	70
Lot 1817	98	98
Lot 1818	72	72
Lot 1901	330	330
Lot 1902	300	300
<b>Total</b>	<b>16858.00</b>	<b>16858.00</b>

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

Statement End.



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 July 2025 04:56 PM

## PROPERTY DETAILS

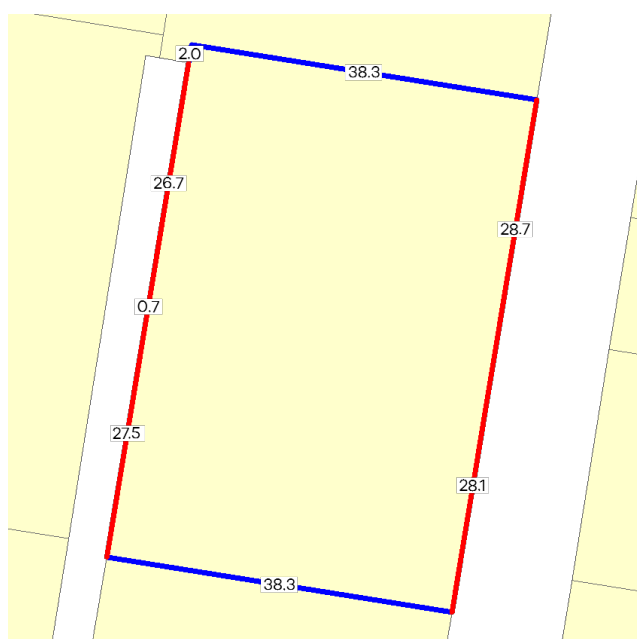
Address: **1406/7 CLAREMONT STREET SOUTH YARRA 3141**  
Lot and Plan Number: **Lot 1406 PS724878**  
Standard Parcel Identifier (SPI): **1406\PS724878**  
Local Government Area (Council): **STONNINGTON**  
Council Property Number: **77178**  
Directory Reference: **Melway 2L H5**

[www.stonnington.vic.gov.au](http://www.stonnington.vic.gov.au)

**Note:** There are 297 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:** 2179 sq. m

**Perimeter:** 190 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

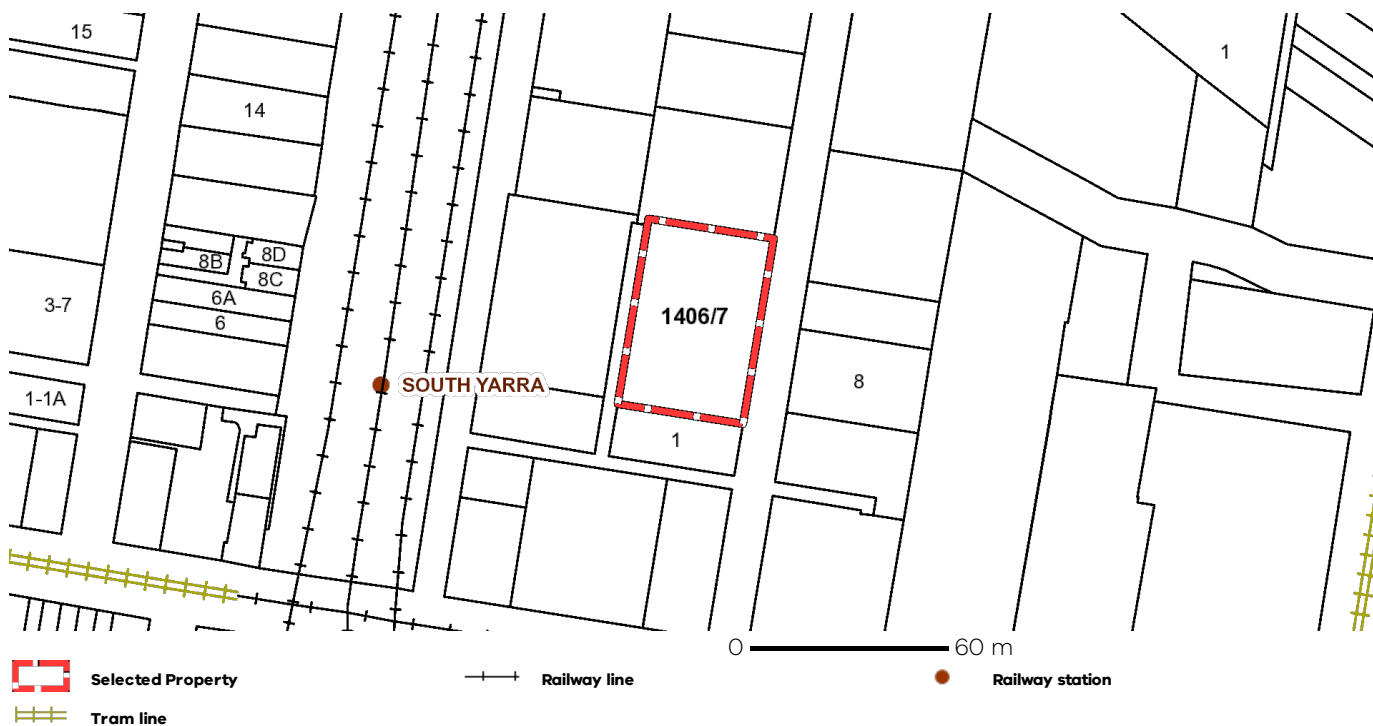
Planning Property Reports can be found via these two links

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

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



## Area Map





# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 July 2025 04:55 PM

## PROPERTY DETAILS

Address: **1406/7 CLAREMONT STREET SOUTH YARRA 3141**  
Lot and Plan Number: **Lot 1406 PS724878**  
Standard Parcel Identifier (SPI): **1406\PS724878**  
Local Government Area (Council): **STONNINGTON**  
Council Property Number: **77178**  
Planning Scheme: **Stonnington**  
Directory Reference: **Melway 2L H5**

[www.stonnington.vic.gov.au](http://www.stonnington.vic.gov.au)

[Planning Scheme - Stonnington](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

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

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



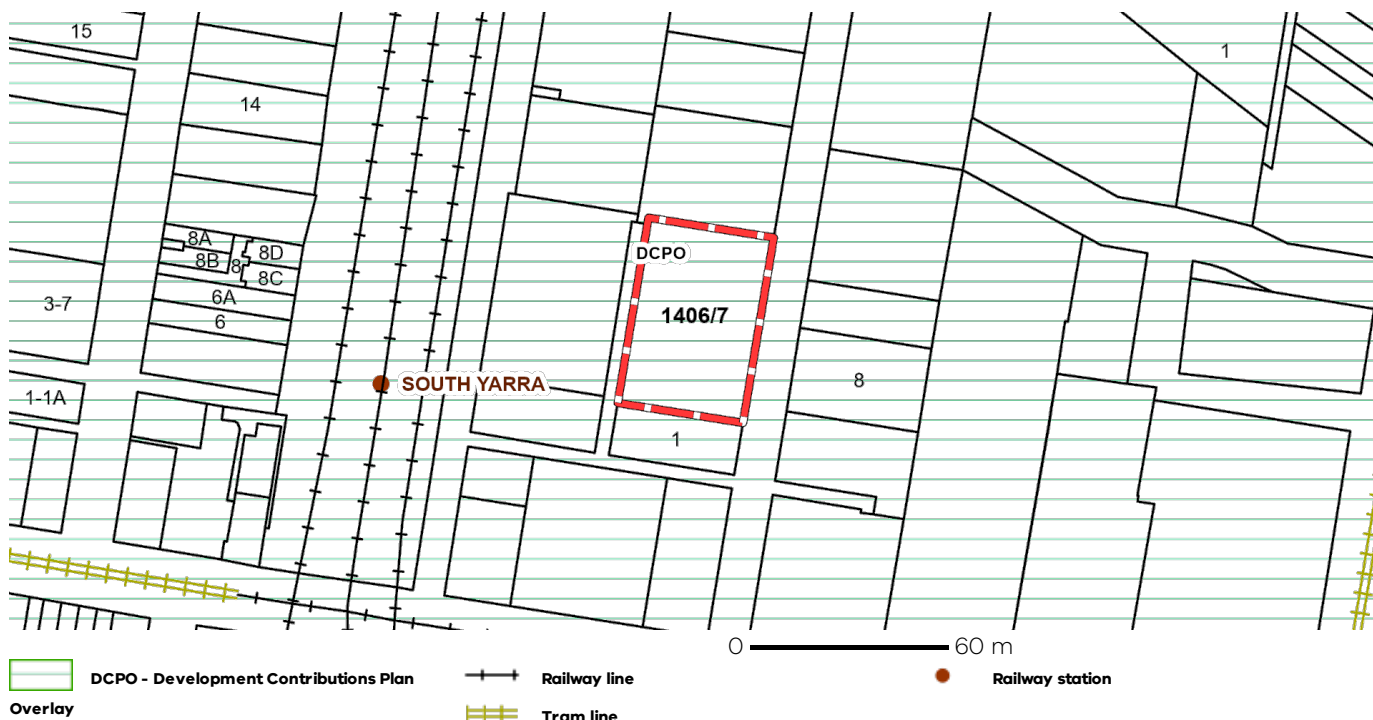
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



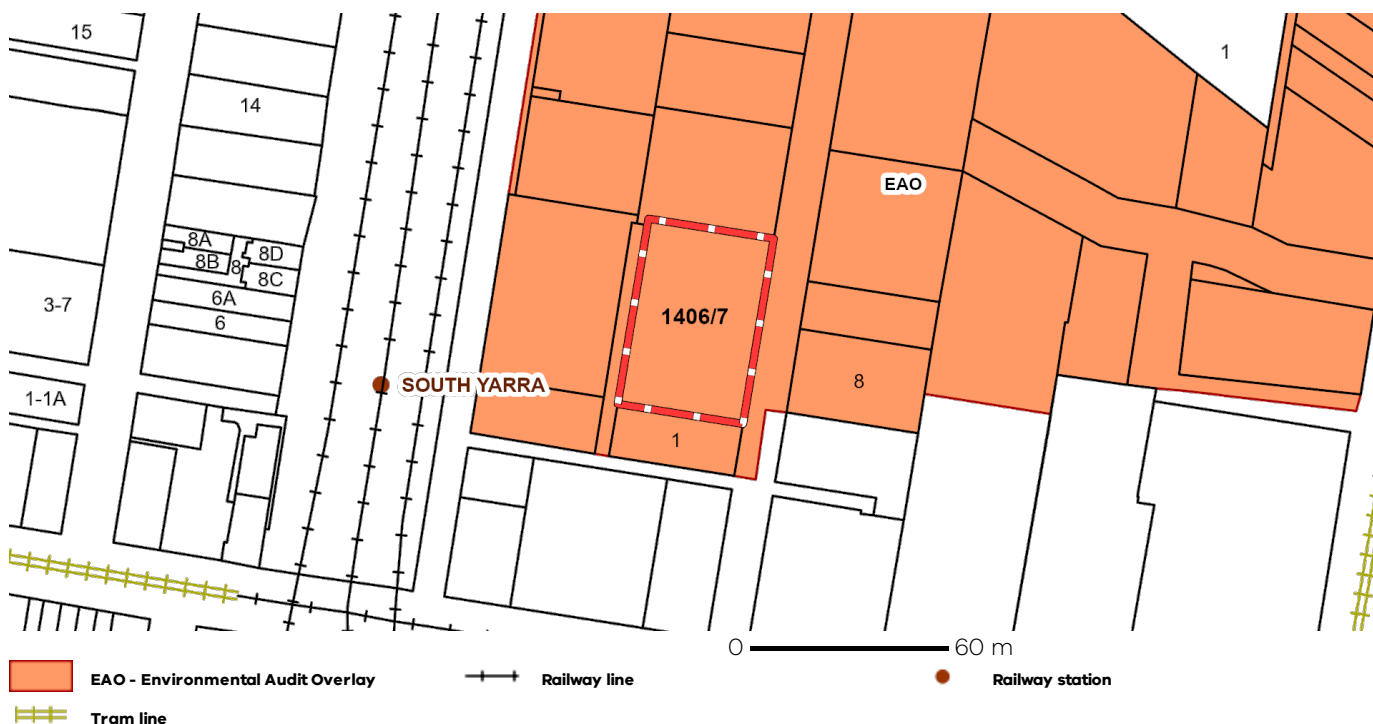
## Planning Overlays

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

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



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

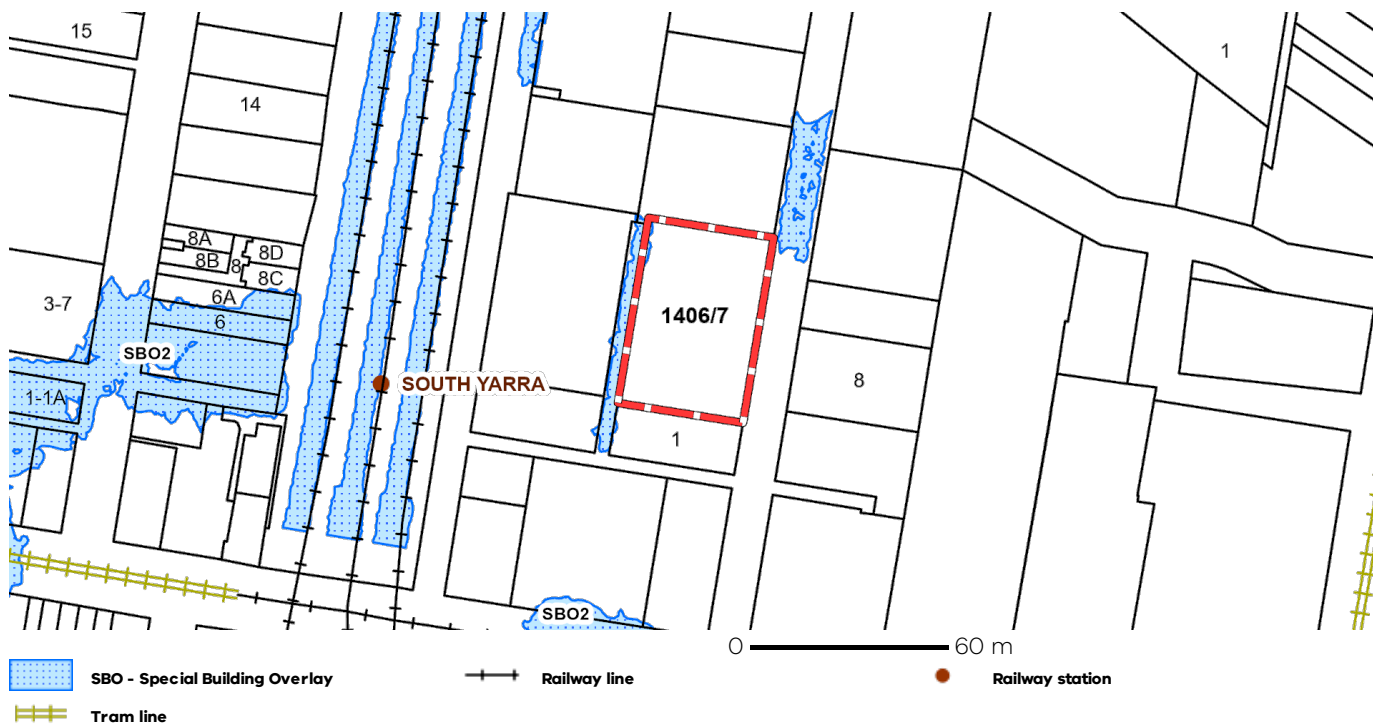




## Planning Overlays

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

[SPECIAL BUILDING OVERLAY - SCHEDULE 2 \(SBO2\)](#)



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



## OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

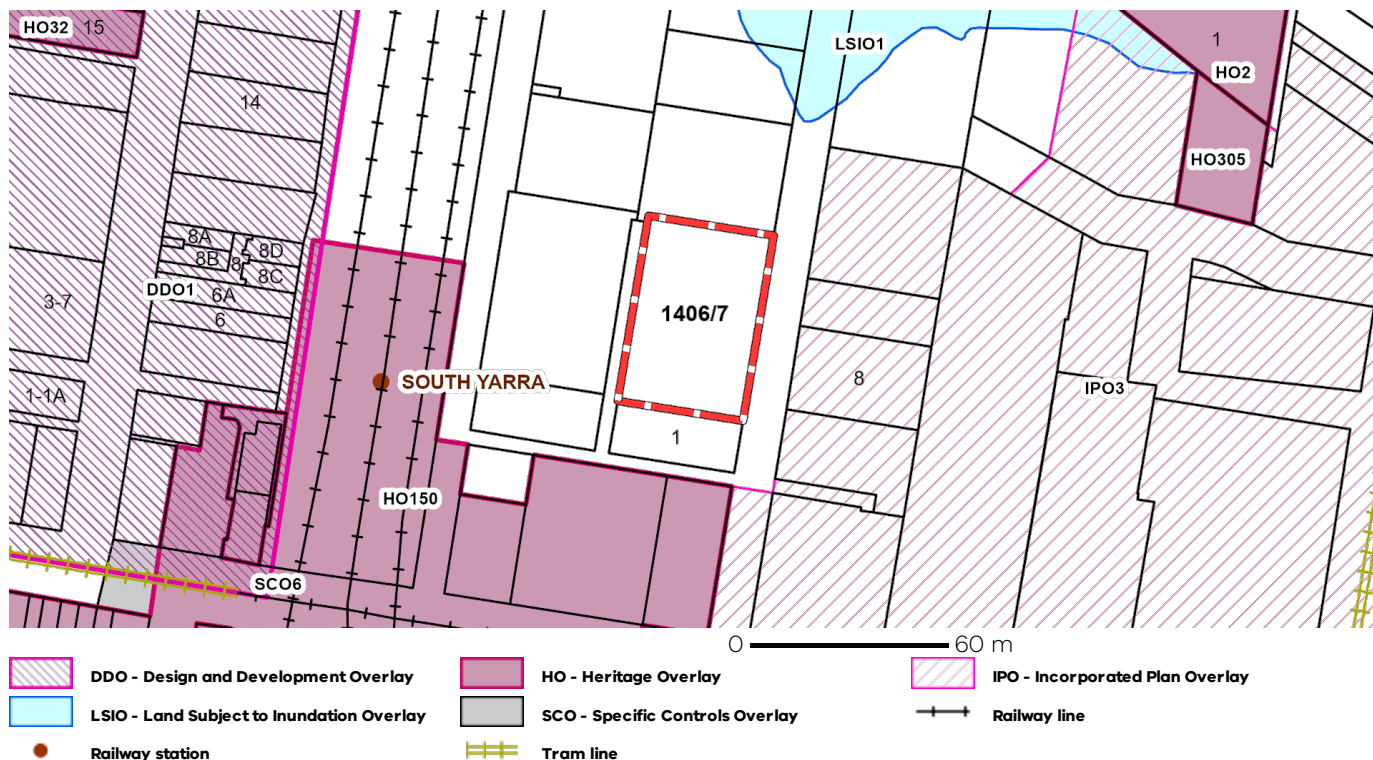
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

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

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

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

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



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

## Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

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

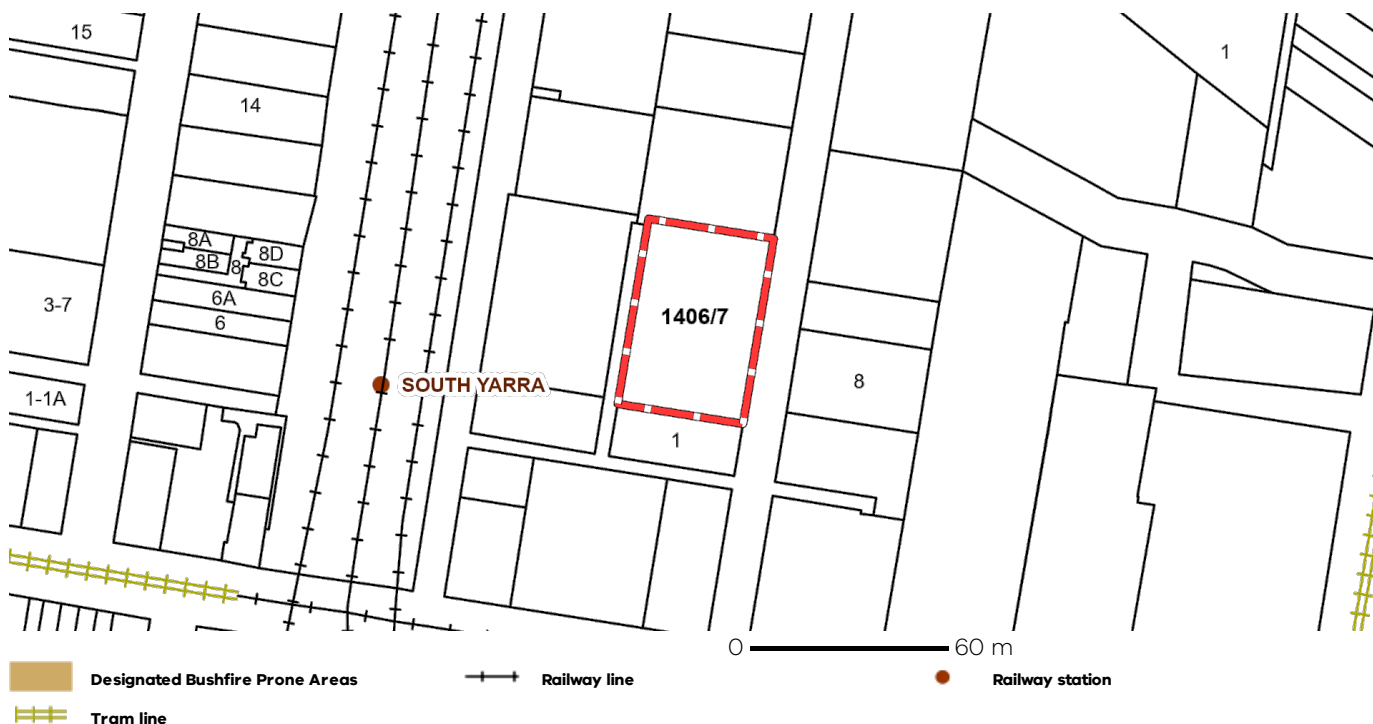


## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



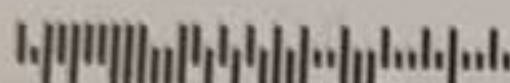


# Rates and Valuation Notice and Fire Services Property Levy 2024 / 2025

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

PROPERTY NUMBER  
77178

For the period 1 July 2024 to 30 June 2025



026

Y Mao  
1406/7 Claremont Street  
SOUTH YARRA VIC 3141

Date of Notice/Service  
9 August 2024

## ARREARS DUE IMMEDIATELY Amount Payable

**\*\* \$817.58**  
(Included in TOTAL DUE & Instalment 1)

## TOTAL DUE Total Amount Payable

**\$1,633.24**  
Due 15 February 2025

## OR 4 INSTALMENTS Instalment 1 Amount Payable

**\$1,021.24**  
Due 30 September 2024

## Instalment 2 Amount Payable

**\$204.00**  
Due 30 November 2024

## Instalment 3 Amount Payable

**\$204.00**  
Due 28 February 2025

## Instalment 4 Amount Payable

**\$204.00**  
Due 31 May 2025

## PROPERTY DETAILS

AVPCC: 125 Strata unit or flat Resident

Property: 1406/7 Claremont Street, SOUTH YARRA VIC 3141

Description: Lot 1406 PS 724878 Vol 11830 Fol 946

Site Value  
\$85,000

Capital Improved Value  
\$380,000

Net Annual Value  
\$19,000

Ward  
COMO

Valuation Effective Level Date: 01/01/2024 First Used: 01/07/2024 The City of Stonnington uses the Capital Improved Value as a basis for levying rates.

## DETAILS OF RATES AND CHARGES

Description	Rate/Charge	Multiplier	Amount
<b>** Arrears Due Immediately</b>			
General Residential	0.0010279 in \$on CIV	380000	817.58
Waste Base Charge	Base Waste Charge	1	390.60
Fire Service Levy Residential Fixed	\$132.00		260.00
Fire Service Levy Residential Variable	0.000087 in \$on CIV	380000	132.00
			33.06

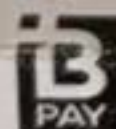
**TOTAL DUE: \$1,633.24**  
(No GST applicable)

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

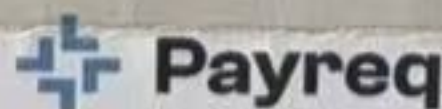
## ARE YOU HAVING TROUBLE PAYING THIS BILL?

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

## PAYMENT OPTIONS



Biller Code: 20198  
Payment Ref No. 7717 812



Your bill, your way

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



City of  
STONNINGTON



Phone

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



Billpay Code: 3075  
Ref: 7717 812

BPAY QR



Total  
Amount



\*3075 7717812

Instalment  
Amount



\*3075 7717812

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

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

FOR FURTHER PAYMENT OPTIONS PLEASE SEE REVERSE



YUANYUAN MAO  
UNIT 1406  
7-9 CLAREMONT STREET  
SOUTH YARRA VIC 3141

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

## Your account breakdown

Issue date	08 April 2025
Property	Unit 1406 7-9 Claremont Street SOUTH YARRA VIC 3141
Property reference	11A//04070/01352
Last bill	\$172.90
Payment received	\$172.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$203.79
Other authorities' charges (no GST)	\$52.31
<b>Total due</b>	<b>\$256.10</b>

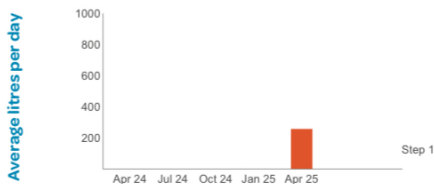
Account number:	29145585
Date due:	28 April 2025

Current charges	Total due
+ \$256.10	\$256.10

## Your snapshot

Average daily water use	258 litres
Average daily cost	\$2.23

## Your water use



## Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	258	129	86	65	52
Meeting Target 150?	✗	✓	✓	✓	✓

## Payment options

**DD Direct debit**  
Set up payments at [southeastwater.com.au/paymybill](https://southeastwater.com.au/paymybill)

**BPAY® (Up to \$20,000)**  
Bill code: 24208 Ref: 1002 9145 5800 003

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

**eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 29145585  
Account name: South East Water Corporation

**Post Billpay**  
BillpayCode: 0361 Ref: 1002 9145 5800 003  
Call 131 816 Visit: [postbillpay.com.au](https://postbillpay.com.au)  
Or visit an Australia Post store.

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

<b>Total due:</b>	\$256.10
<b>Account number:</b>	29145585
<b>Date paid:</b>	
<b>Receipt number:</b>	

Property ref: 11A//04070/01352  
UNIT 1406 7-9 CLAREMONT STREET  
SOUTH YARRA VIC 3141



\*361100291455800003

PN11A



## Our charges

### Meter reading details

Date read: 07/04/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
--------------	--------------	---------------	------------------	-------------------------

SAHA026955 84 61 23 A

One kilolitre (kl) equals 1,000 litres

Approximate date for next meter reading is 07 July 2025.

### Water usage (water and sewage)

For period 08/01/25 to 07/04/25 (89 days)

Step 1 23 kl @ \$3.6156 per kl = **\$83.16**

**Total usage charges \$83.16**

Steps are calculated on a daily average up to 440 litres

### Service charges For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

**Total service charges \$120.63**

**Our charges \$203.79**

### Other authorities' charges

Parks **\$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

**Total other authorities \$52.31**

**Total current charges \$256.10**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melbourne residents. For more details, see [southeastwater.com.au/charges2024](https://southeastwater.com.au/charges2024)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for 01/04/25 to 30/06/25.

#### Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [www.parks.vic.gov.au/about-us/parks-charge](https://www.parks.vic.gov.au/about-us/parks-charge). The charge is for 01/04/25 to 30/06/25.

### Additional information

#### Payment assistance

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

#### Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at [mysoutheastwater.com.au](https://mysoutheastwater.com.au). Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

#### Our customer charter

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

## Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to [mySouthEastWater.com.au](https://mySouthEastWater.com.au)



**South East Water Corporation**

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





Owner

30th June 2025

Dear Owner

**Re: OWNERS CORPORATION CERTIFICATE - LOT 1406, PLAN NO. 724878P**

In response to your request, we now attach an Owners Corporation Certificate for Lot 1406 in Plan No. 724878P dated 30th June 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully

---

Registered Manager

Full name: Richard Dennis  
Company: Verticali Pty Ltd  
Address of registered office: 263-329 Lorimer Street Port Melbourne  
VIC Victoria 3207

30/06/2025

---

Date



# OWNERS CORPORATION CERTIFICATE

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

**As at 30th June 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: 724878P ( An unlimited for Plan No. 724878P-2, 724878P-3 )

Address of Plan: 3-7 Claremont Street South Yarra, VIC 3141

Lot Number this statement relates to: 1406

Unit Number this statement relates to: 1406

Postal Address GPO Box 2626 Melbourne Victoria 3001

## 2. CERTIFICATE DETAILS

Vendor: Yuanyuan Mao

Postal Address for Lot 1406 3-7 Claremont Street South Yarra, VIC 3141

Purchaser:

Person requesting Certificate: Owner

Reference:

Address:

Fax:

E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 1406

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 1406 are **1,387.55 per annum** commencing on 1 December 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/12/24 to 28/02/25	341.68	04/12/24	Paid
01/03/25 to 31/05/25	339.98	02/03/25	Issued
01/06/25 to 31/08/25	339.98	02/06/25	Issued
01/09/25 to 30/11/25	365.91	01/09/25	To be Issued

### Maintenance Fund

The annual maintenance levy fees for Lot 1406 are **363.11 per annum** commencing on 1 December 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/12/24 to 28/02/25	50.69	04/12/24	Paid
01/03/25 to 31/05/25	49.39	02/03/25	Issued
01/06/25 to 31/08/25	49.39	02/06/25	Issued
01/09/25 to 30/11/25	213.64	01/09/25	To be Issued



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P - Lot 1406

## 4. CURRENT LEVY POSITION FOR LOT 1406

Fund	Balance	Paid To
Administrative	\$689.44 DR *	28 February 2025
Maintenance Fund	\$100.14 DR *	28 February 2025
<b>BALANCE</b>	<b>\$789.58 DR *</b>	

\* These amounts include penalty interest for outstanding levies.

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1406.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 1406 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 30 June 2025:

Account / Fund	Amount
Administrative Fund	73,661.54
Maintenance Fund	161,908.06
<b>TOTAL FUNDS HELD AS AT 30 JUNE 2025</b>	<b>\$235,569.60</b>

## 8. INSURANCE

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

### Policy

Policy No.	HU0006054859
Expiry Date	28-October-2025
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	143136.25

### Cover Type

Cover Type	Amount of Cover
Building Catastrophe	20,691,750.00
Common Area Contents	1,379,450.00
Damage (i.e. Building) Policy	137,945,000.00
Fidelity Guarantee Insurance	250,000.00
Government Audit Costs - Legal Defense Expenses	25,000.00/100,000.00
Loss Of Rent/Temporary Accommodation	20,691,750.00
Machinery Breakdown Insurance	100,000.00
Office Bearers Liability Insurance	1,000,000.00
Property, Death and Injury (Public Liability)	30,000,000.00
Voluntary Workers Insurance	200,000.00/2000



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P - Lot 1406

## 9. CONTINGENT LIABILITIES

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

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 12. AGREEMENTS TO PROVIDE SERVICES

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

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

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

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Verticali Pty Ltd
ABN / ACN:	128 702 330
Address of Manager:	263-329 Lorimer Street Port Melbourne VIC Victoria 3207
Telephone:	(03) 98639707
Facsimile:	
E-mail Address:	<a href="mailto:info@verticali.co">info@verticali.co</a>

## 17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Please contact the OC Manager with any queries regarding upcoming projects or scheduled maintenance.



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P - Lot 1406

## SIGNING

The common seal of Owners Corporation No. ,  
Plan No. 724878P, was affixed and witnessed by and in the  
presence of the registered manager in accordance with Section 20(1)  
and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Richard Dennis

Company: Verticali Pty Ltd

Address of registered office: 263-329 Lorimer Street Port Melbourne  
VIC Victoria 3207

30/06/2025

Date



Common Seal  
of Owners Corporation





Owner

30th June 2025

Dear Owner

**Re: OWNERS CORPORATION CERTIFICATE - LOT 1406, PLAN NO. 724878P-3**

In response to your request, we now attach an Owners Corporation Certificate for Lot 1406 in Plan No. 724878P-3 dated 30th June 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully

---

Registered Manager

Full name: Richard Dennis  
Company: Verticali Pty Ltd  
Address of registered office: 263-329 Lorimer Street Port Melbourne  
VIC Victoria 3207

30/06/2025

---

Date



# OWNERS CORPORATION CERTIFICATE

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

**As at 30th June 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: 724878P-3 ( An unlimited for Plan No.  
( A Limited of Plan No. 724878P )

Address of Plan: 3-7 Claremont Street South Yarra, VIC 3141

Lot Number this statement relates to: 1406

Unit Number this statement relates to: 1406

Postal Address GPO Box 2626 Melbourne Victoria 3001

## 2. CERTIFICATE DETAILS

Vendor: Yuanyuan Mao

Postal Address for Lot 1406 3-7 Claremont Street South Yarra, VIC 3141

Purchaser:

Person requesting Certificate: Owner

Reference:

Address:

Fax:

E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 1406

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 1406 are **1,366.12 per annum** commencing on 1 December 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/12/24 to 28/02/25	361.97	04/12/24	Paid
01/03/25 to 31/05/25	315.34	02/03/25	Issued
01/06/25 to 31/08/25	315.34	02/06/25	Issued
01/09/25 to 30/11/25	373.47	01/09/25	To be Issued

### Maintenance Fund

The annual maintenance levy fees for Lot 1406 are **348.79 per annum** commencing on 1 December 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/12/24 to 28/02/25	70.59	04/12/24	Paid
01/03/25 to 31/05/25	71.08	02/03/25	Issued
01/06/25 to 31/08/25	71.08	02/06/25	Issued
01/09/25 to 30/11/25	136.04	01/09/25	To be Issued



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P-3 - Lot 1406

## 4. CURRENT LEVY POSITION FOR LOT 1406

Fund	Balance	Paid To
Administrative	\$639.48 DR *	28 February 2025
Maintenance Fund	\$144.16 DR *	28 February 2025
<b>BALANCE</b>	<b>\$783.64 DR *</b>	

\* These amounts include penalty interest for outstanding levies.

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1406.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 1406 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 30 June 2025:

Account / Fund	Amount
Administrative Fund	1,208.18
Maintenance Fund	487,402.35
Investment Account	216,296.87
<b>TOTAL FUNDS HELD AS AT 30 JUNE 2025</b>	<b>\$704,907.40</b>

## 8. INSURANCE

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

## 9. CONTINGENT LIABILITIES

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

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P-3 - Lot 1406

## 12. AGREEMENTS TO PROVIDE SERVICES

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

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

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

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Verticali Pty Ltd
ABN / ACN:	128 702 330
Address of Manager:	263-329 Lorimer Street Port Melbourne VIC Victoria 3207
Telephone:	(03) 98639707
Facsimile:	
E-mail Address:	<a href="mailto:info@verticali.co">info@verticali.co</a>

## 17. ADDITIONAL INFORMATION

Nil.



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th June 2025

For Plan No. 724878P-3 - Lot 1406

## SIGNING

The common seal of Owners Corporation No. 3, Plan No. 724878P-3, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Richard Dennis

Company: Verticali Pty Ltd

Address of registered office: 263-329 Lorimer Street Port Melbourne  
VIC Victoria 3207

30/06/2025

Date



Common Seal  
of Owners Corporation



# BUILDING APPEALS BOARD OF VICTORIA

## Building Act 1993

CASE NO. 452758

## Compliance Assessment

### CATCHWORDS

COMPLIANCE ASSESSMENT – An application pursuant to s 160A of the *Building Act 1993* to determine whether the existing timber cladding which forms part of the external wall to the portico on ground level and the existing aluminium composite panels which form part of the external wall on all levels of an existing Class 2, 5, 6 and 7a building, complies with Performance requirements CP2 and CP4 of the *Building Code of Australia 2019, Volume One*.

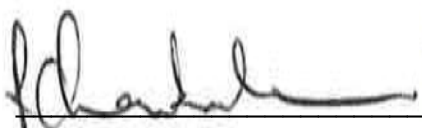
<b>APPLICANT</b>	Owners Corporation PS724878
<b>FIRST INTERESTED PARTY</b>	Con Giasi (relevant building surveyor)
<b>SECOND INTERESTED PARTY</b>	Andrew Fossett (municipal building surveyor)
<b>THIRD INTERESTED PARTY</b>	Fire Rescue Commissioner
<b>FOURTH INTERESTED PARTY</b>	Victorian Building Authority
<b>RELEVANT MUNICIPALITY</b>	City of Stonnington
<b>SUBJECT LAND</b>	3-7 Claremont Street, South Yarra VIC 3141
<b>BEFORE</b>	Robert Chamberlain (Chairperson), Lizzie Sieverts, and Marie Otteren (Members)
<b>HEARING TYPE</b>	On the Papers
<b>DATES OF HEARING</b>	8 December 2020, 30 March 2021 and 13 July 2021
<b>DATE OF DETERMINATION AND ORDERS</b>	29 July 2021

### DETERMINATION AND ORDERS

1. The Board is not satisfied that the existing timber cladding which forms part of the external wall to the portico on the ground level and the existing aluminium composite panels which form part of the external wall on all levels on a Class 2, 5, 6 and 7a building comply with Performance Requirements CP2 and CP4 of the *Building Code of Australia 2019, Volume One* and the application is refused.



2. The question of costs is reserved with liberty to apply within 14 days of the date of this Determination.



**Chairperson**



**Registrar**

## **APPEARANCES**

For the Applicant	Micheal Abbot, Omnii fire consultant
For the First Interested Party	In person
For the Second Interested Party	In person
For the Third Interested Party	Tass Georgas
For the Fourth Interested Party	Krista Weymouth, solicitor



## REASONS

### BACKGROUND

1. The Applicant is the Owners Corporation holding title over the common property of an existing Class 2, 5, 6 and 7a building situated at 3-7 Claremont Street, South Yarra (**'the Building'**).
2. The Applicant has made application pursuant to s 160A(1) of the *Building Act 1993* (**'the Act'**) for a determination that the timber which forms part of the external wall to the portico on the ground level of the Building (**'the Timber'**) and the aluminium composite panels (**'the ACP'**) which form part of the external walls on all levels of the Building comply with Performance Requirements CP2 and CP4 of the *Building Code of Australia 2019, Volume One* (**'the BCA'**).
3. At the time of construction of the Building, clause 3.1(b) of Specification C1.1 of the BCA required that external walls must be non-combustible. The relevant building surveyor (**'RBS'**), through a performance-based design solution assessment permitted the use of the ACP as external wall attachments notwithstanding that it is not non-combustible as defined by the BCA.<sup>1</sup> For reasons that are unexplained the Timber was used notwithstanding that it is also not non-combustible as defined by the BCA.
4. According to submissions, on 19 November 2018, the Building was inspected by the Victorian Building Authority (**'the VBA'**) as part of the Statewide Cladding Audit (**'SCA'**). The VBA's Advisory Reference Panel recommended that the municipal building surveyor for the City of Stonnington Council (**'the MBS'**):
  - (a) investigate the maintenance of Essential Safety Measures (**'ESMs'**); and
  - (b) investigate whether the building's fire engineering report provided for the use of ACP.
5. Although not provided to the Board, from submissions it appears the MBS issued a building notice on 11 December 2018.
6. The Applicant engaged consulting fire engineers, Omnii Pty Ltd (**'Omnii'**) to assess the Building and provide a fire engineering report. To that end, Omnii prepared a report fire engineering report dated 17 July 2020 (**'the 2020 FER'**).<sup>2</sup>
7. The purpose of the 2020 FER was to address the relevant Performance Requirements of the BCA where a performance solution (i.e. retention of the ACP and the Timber) is proposed.
8. The 2020 FER states that the retention of the ACP and the Timber installed on the Building meets CP2 and CP4 of the BCA.
9. A summary of the evaluation against each of the elements of CP2 and CP4 of the BCA are set out in the 2020 FER and have been extracted and set out in the attached Appendix to these Reasons.

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<sup>1</sup> Fire Engineering Report by Omnii Pty Ltd, report No. 3283100, revision FER A Omnii FER 23 October 2015

<sup>2</sup> Fire Engineering Report by Omnii Pty Ltd, report No. 3283104, revision FER A, dated 17 July 2020.



10. A hearing was held on 8 December 2020. The Applicant was directed to provide further information to us by way of Directions and Orders dated 20 January 2021. In line with the Directions and Orders the Applicant filed further material dated 24 February 2021.
11. The Third and Fourth Interested Parties made further written submissions in reply and the Applicant made further written submission in response.
12. We conducted a further hearing on the papers on 30 March 2021 and 13 July 2021.

## THE LEGISLATIVE FRAMEWORK

13. Before turning to the parties' submissions, it is useful to outline the relevant legislation.
14. Section 160A(1) of the Act states:

An application may be made to the Building Appeals Board for a determination that a particular design of a building or an element of a building complies with this Act, the building regulations or any document applied, adopted or incorporated in the building regulations.
15. Regulation 10 of the *Building Regulations 2018* adopts and incorporates the BCA. The Performance Requirements CP2 and CP4 form part of the BCA.
16. The Performance Requirements state:

### **CP2 Spread of fire**

- (a) a building must have elements which will, to the degree necessary, avoid the spread of fire –
  - (i) to exits; and
  - (ii) to sole-occupancy units and public corridors; and
  - (iii) between buildings; and
  - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to –
  - (i) the function or use of the building; and
  - (ii) the fire load; and
  - (iii) the potential fire intensity; and
  - (iv) the fire hazard; and
  - (v) the number of storeys in the building; and
  - (vi) its proximity to other property; and
  - (vii) any active fire safety systems installed in the building; and
  - (viii) the size of any fire compartment; and
  - (ix) fire brigade intervention; and
  - (x) other elements they support; and
  - (xi) the evacuation time.



#### **CP4 Safe conditions for evacuation**

To maintain tenable conditions during occupant evacuation, a material and an assembly must, to the degree necessary, resist the spread of fire and limit the generation of smoke and heat and any toxic gases likely to be produced, appropriate to -

- (a) the evacuation time; and
- (b) the number, mobility and other characteristics of occupants; and
- (c) the function or use of the building; and
- (d) any active fire safety systems installed in the building.

#### **APPLICANT'S SUBMISSIONS**

17. The Applicant filed written submissions dated 28 September 2020 and made verbal submissions using PowerPoint slides at the hearing on 8 December 2020 consistent with the written submissions.
18. The Applicant principally relied on the 2020 FER. The Applicant submitted that the 2020 FER established that the retention of the combustible cladding (ACP and Timber) is not considered to unduly affect the –
  - (a) Risk to Fire Brigade Intervention.
  - (b) Risk of Fire Spread.
  - (c) Risk of Fire Spread between Buildings.
  - (d) Risk due to Falling Debris.
19. Accordingly, the Applicant submits that the proposed performance solution meets Performance Requirements CP2 and CP4.
20. The following is a summary of the Applicant's submissions, generally representing material set out in the 2020 FER, material contained in the Cladding Assessment Report prepared by Omnii dated January 2020 (**'the CAR'**)<sup>3</sup>, the additional material filed by the Applicant in response to our Directions and Orders and further submissions in response to further submissions made by the Third and Fourth Interested Parties in response to that additional material.

#### **The Building**

21. The Building is 22 storeys and comprises Class 7a (Car Park), Class 5 (Offices), Class 6 (Retail) and Class 2 (Residential sole occupancy units). The Building has three levels of basement carpark, building entry plus retail tenancies including a supermarket on the ground floor, a combination of residential apartments and office on levels 2 and 4, with residential apartments on all other levels. The building's main frontage (the eastern side) is onto Claremont Street, and the building's four emergency exits open onto Claremont Street.

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<sup>3</sup> Cladding Assessment Report by Omnii Pty Ltd, report No. 3283103 Rev P1, dated 30 January 2020.



## **The location of ACP and Timber**

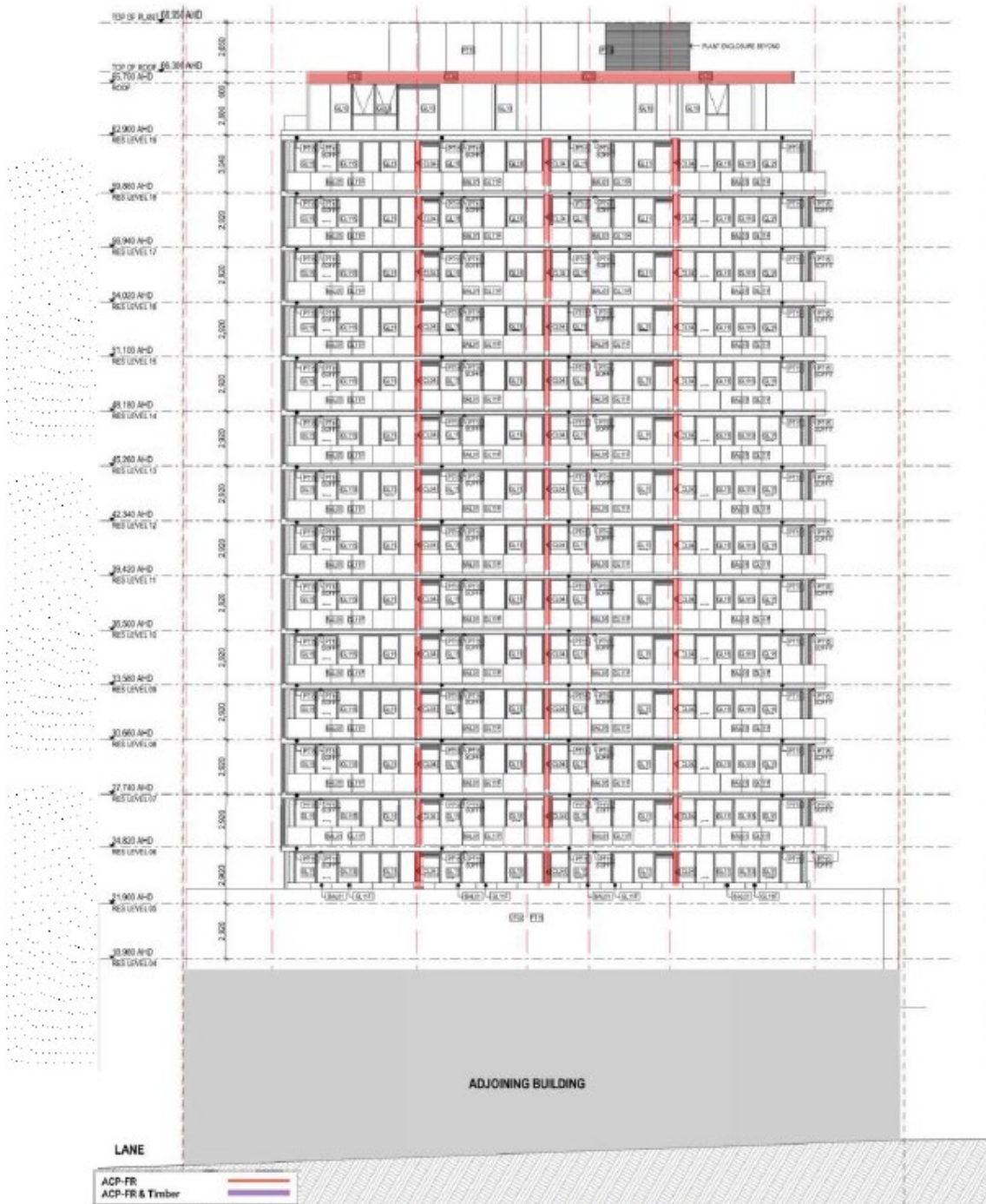
22. The Building has:
- (a) ACP installed on the external walls:
    - (i) as vertical decorative strips on balcony partitions on the east, south and west facades;
    - (ii) as decorative strips at 12 floor levels on the east façade;
    - (iii) as a border around the topmost level of the Building (all facades);
    - (iv) over the exit from the supermarket into Claremont Street; and
    - (v) over the portico and on feature columns in the entry area of the east elevation.
  - (b) Timber installed over the portico and to feature columns in the entry area of the east elevation.
23. The Applicant submits that, based on visual reviews of the Building conducted by Roscon Property Services on 8 February 2019 and then by Omnii on 1 November 2019, the location of the ACP and the Timber is shown in figures A.1, A.2, A.3 and A.4 below:





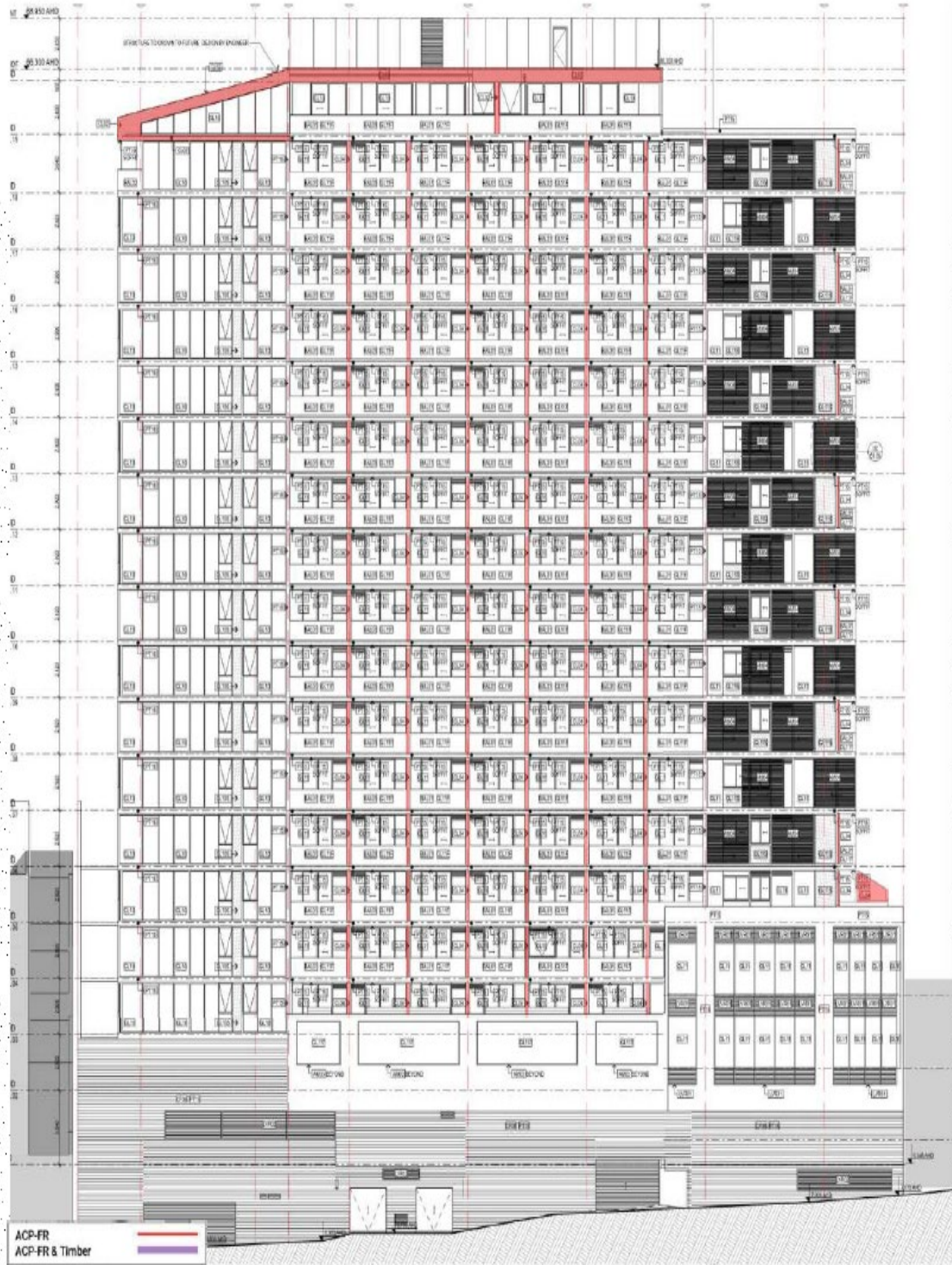
Annexure Figure A.1 - East Elevation: Combustible Cladding Locations





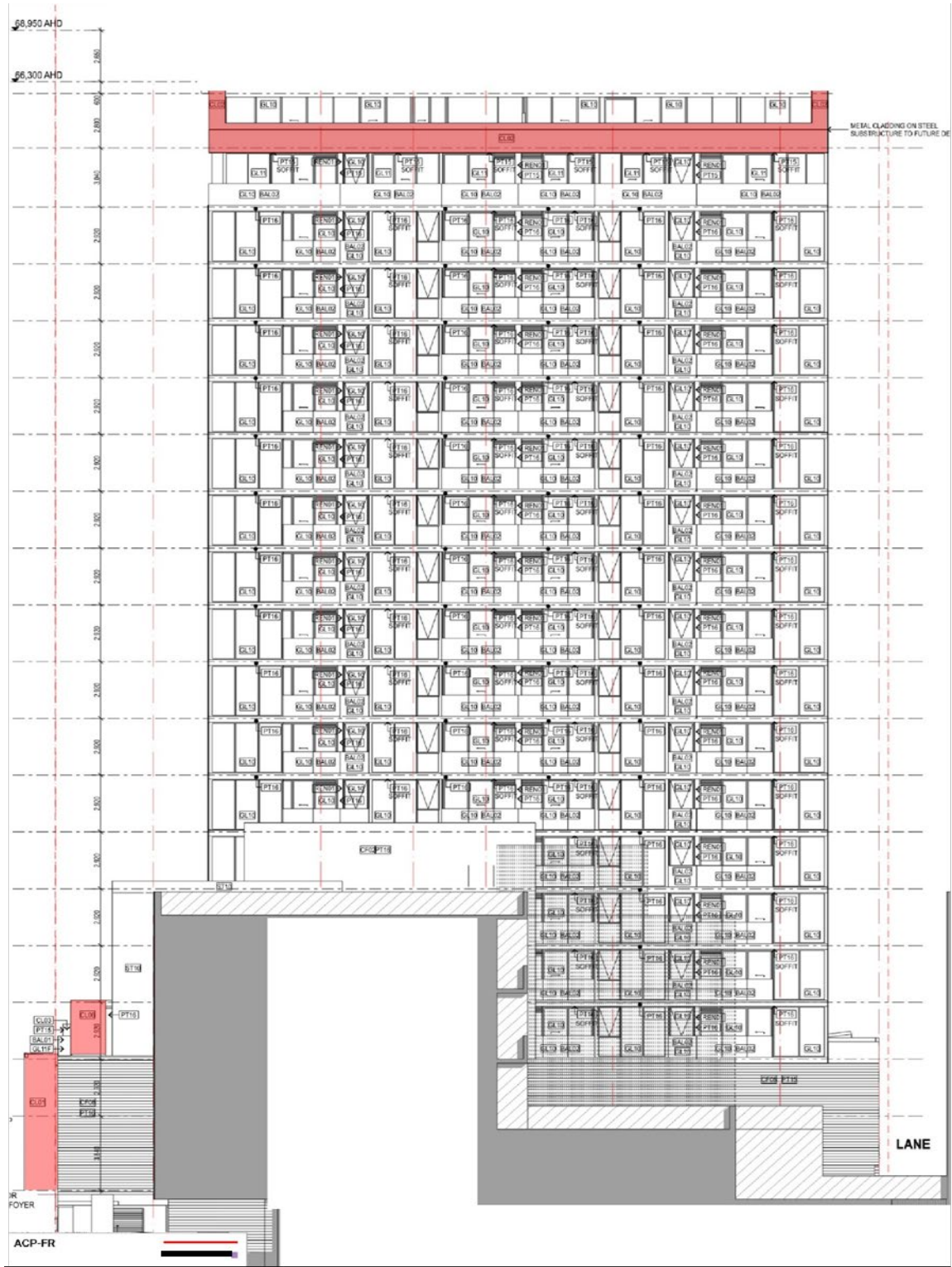
Annexure Figure A.2 - South Elevation: Combustible Cladding Locations





Annexure Figure A.3 - West Elevation: Combustible Cladding Locations





Annexure Figure A.4 - North Elevation: Combustible Cladding Locations



### **Type of ACP and Timber**

24. The Applicant referred to fire engineering report by Omnii Consulting Fire Engineers number 3283100 revision A dated 23 October 2015, which proposed the use of *Alucobond Plus* on the façade of the Building.
25. The Applicant submitted that the ACP installed on the Building is branded *Larson FR* and provided a certificate of conformity for this product, as well as delivery documents from Alucoil Australia for 107 sheets of *Larson FR* dated 8 September 2016.
26. The Applicant submitted (as an attachment to the CAR) a report from Roscon Property Services ('**Roscon**') dated 28 February 2019. This report indicated that a sample of ACP was taken from directly above the carpark entrance and was identified to have at least 38.4% PE core – which Roscon states presents a high fire risk.
27. The Applicant submits that six further samples of ACP were taken from the Building and four of these were sent to Certmark International for testing. The Applicant submitted drawings indicating three of the four samples tested were taken from the ground floor area of the eastern façade and one was taken from the rooftop on the eastern side of the Building.
28. The Applicant submitted the testing results indicated the ACP has an ethylene-vinyl acetate content estimated to be between 27.6% to 28.7%.
29. The Applicant also submitted a further report from Roscon dated 9 September 2019. Roscon took two samples of ACP from the Building. One sample is described as Grey ACP, taken from the ground floor area of the eastern façade. The other sample is described as Silver ACP, taken from the rooftop on the eastern side. The results indicated the ACP has at least a 28% PE core.
30. The Applicant describes the Timber in various terms and submits that no testing of the timber product was carried out.

### **Installation method**

31. The Applicant submits that the ACP is attached to the external wall construction and forms attachments to the precast concrete columns, is also attached to the slab edge and as awnings above canopies.
32. The Applicant submitted "as constructed" drawings.
33. The Applicant also submitted cladding installation drawings.

### **Insulation**

34. The Applicant submits that insulation behind the ACP was not observed and is not documented within the design documentation.

## **THE INTERESTED PARTIES' SUBMISSIONS**

### **The RBS (First Interested Party)**

35. The RBS appeared at the hearing on 8 December 2020 but made no written submissions.



### **The MBS (Second Interested Party)**

36. The MBS appeared at the hearing on 8 December 2020 but made no written submissions.

### **Fire Rescue Commissioner (Third Interested Party)**

37. In summary, Fire Rescue Victoria ('FRV') made the following submissions on behalf of the Fire Rescue Commissioner:
- (a) The use of combustible or non-compliant cladding material, in any circumstance, is not consistent with providing the required level of safety under the Act.
  - (b) FRV submits it does not have any access to the southern (sector 2) and northern (sector 4) elevations of the Building. FRV's access to the western (sector 3) elevation is limited to pedestrian access only owing to its narrow width. Claremont Street is the only elevation (sector 1) to which FRV has both appliance and pedestrian access. A degree of FRV aerial appliance access and firefighting capability exists over the existing building to the south, however it is understood this property will be developed in the future, which does not ensure ongoing emergency response continuity.
  - (c) FRV further submits that whilst a kerbside response to the Building from pumper appliances and aerial appliances from Richmond and Windsor (fire stations) are considered to be prompt, FRV is concerned that firefighting operations may be ineffective given the location and height at which the non-conforming cladding exists as most areas are inaccessible.
38. The Fire Rescue Commissioner did not support the Application.

### **The Victorian Building Authority ('the VBA') (Fourth Interested Party)**

39. The VBA made submissions, primarily in the form of "comments" on the Application.
40. The VBA acknowledged that it has not had the Applicant's materials assessed by a registered fire safety engineer.
41. The VBA expressed a view that many of the issues associated with the ACP and the Timber could be resolved by extending the sprinkler protection to balconies and the unprotected areas above the exits.
42. In summary, the VBA further submitted:
- (a) There is no information in the Applicant's materials regarding sprinkler system layout and there are no sprinklers on balconies.
  - (b) Compliance with the BCA should be achieved in the form of vertical separation such as spandrels or horizontal projections that have the required fire resistance level and that are non-combustible. Areas of the Building that require spandrel protection and have ACP present cannot comply with the BCA.
  - (c) The sample testing of the ACP on the Building is inadequate. Samples were taken from similar areas, and there was no testing of the ACP found between balconies and floor areas or on the vertically or



horizontally aligned cladding. Further testing is required in order to ensure there has been no product substitution.

- (d) ACP is present above all four exits into Claremont Street and these areas have electrical wiring and penetrations. VBA submits the ACP over exits should be replaced.
  - (e) There are a number of issues with the ESMs in the Building which must be rectified.
43. The VBA submitted that many of the issues associated with the ACP and Timber could be resolved by extending the sprinkler protection to balconies and unprotected areas above exits.

## FINDINGS

### Location of ACP and Timber

44. The extent of the ACP on the Building is not clear to us.
45. It is submitted by the Applicant that the diagrams showing the extent of ACP on the Building are based on observations, but the Cladding Assessment Report 3283100 CAR P1, dated 30 January 2020 (**‘the CAR’**) (which itself contains qualifiers) does not provide details of the façade areas where visual inspection was undertaken by the fire engineers.
46. The *‘for construction’* drawings submitted by the Applicant do not match the ACP markup drawings. For example, the *‘for construction’* drawings identify the spandrel type throughout the apartment levels as painted surface (and we assume the concrete floor slab is the surface) but the cladding installation drawings submitted by the Applicant show these areas with ACP cladding.
47. Other diagrams and photos provided by the Applicant indicate that ACP is present on slab edges where the “for construction” drawings indicate the slab edge is to be painted.

### Identification of the type of ACP and Timber

48. We are unable to be satisfied as to the type of ACP that is on the Building.
49. From the evidence that was provided to us it appears the samples of ACP were predominately taken from the ground or lower level of the east elevation. No samples were taken of the horizontal or vertical ACP on the Building and no samples of ACP were taken from each of the typical apartment locations. An additional result is that the presence or otherwise of insulation in these balcony locations was therefore not verified.
50. The Applicant submitted a number of reports relating to the testing of samples of ACP. The results of the Roscon report dated 28 February 2019 – indicating the use of ACP with 38% PE core – were not adequately addressed by the Applicant. The CertMark *Report of Investigation of Complaint* dated 4 July 2019 (which related to the finding of 38% PE in the sample), did not establish that the Roscon test that found ACP 38% PE was incorrect, rather it found that four other samples (from what appear to be different locations on the Building) contained no more than 29% PE.



51. As a result, we are unable to establish that the only ACP cladding installed on the Building is *Larson FR* as the Applicant submits.
52. The Applicant has provided a docket for 107 sheets of *Alucoil*, however there was no evidence that this was the extent of the ACP for the Building.
53. Further, the finishes schedule provided as part of the elevation drawing submitted by the Applicant indicates six different colours of ACP but only one colour was sampled.
54. In relation to the Timber, no testing was carried out. The Timber is variously described as timber look; timber; a combustible timber product; timber panelling; and 12mm plywood. We are unable to make a finding as to what the product is.

### **Fixing method**

55. We are unable, from the evidence provided to us, to establish how all the ACP has been affixed to Building (for example, to areas such as balconies, slab edges and portico columns).

### **Other matters**

56. We find that the 2020 FER conclusion that compliance of the Performance Requirements has been met relies on the implementation of a number of preventative and protective measures. We are unsure of the status of these measures. Some appear to require action on the part of the Applicant, but it is unclear whether other measures require action or are simply re-stating conditions attaching to compliance with existing permit conditions etc. The Applicant has not proposed any works as part of its application.
57. We also observe that the 2020 FER refers to the Applicant implementing preventative and protective measures at building “handover”, which is confusing given the Building’s age. The 2020 FER also refers – in table 8.4 (Performance Requirement CP2 – set out in the Annexure) – to the removal of ACP as part of the solution where no removal of ACP is proposed by the Applicant.

## **CONCLUSION**

58. After having carefully reviewed the parties’ evidence and submissions, we are unable to establish with any degree of confidence, the locations where ACP is used on the Building, how the ACP is attached, or the type of ACP and Timber used on the Building.
59. Further, we are unable to establish what preventative and protective measures are to be undertaken by the Applicant and/or others in order to satisfy the conditions in the 2020 FER that are required in order to achieve compliance with the BCA and whether these conditions have been met/are proposed to be met by the Applicant.
60. Accordingly, we are unable to find that the retention of ACP and Timber on the Building complies with Performance Requirements CP2 and CP4 of the BCA, and the application is refused.

DATED: 29 July 2021



## APPENDIX

Table 8.4 – Performance Requirement CP2

Performance Requirement	Comment
CP2(a) – A building must have elements which will, to the degree necessary, avoid the spread of fire –	
to exits	Addressed as part of assessment – The assessment has shown that the risk of fire spread near exits is minimal.
to sole-occupancy units and public corridors	Addressed as part of assessment – The retention of the cladding is not considered to impact the safe evacuation of occupants from the SOUs.
between buildings	Addressed as part of assessment – The subject building is understood to be located near other buildings and therefore this has been considered as part of the analysis.
in a building	Addressed as part of assessment – Fire spread between compartments is considered to be mitigated, to the degree necessary as detailed in the assessment.
CP2(b) – Avoidance of the spread of fire referred to in (a) must be appropriate to –	
the function and use of the building	Class 2, Class 5, Class 6, and Class 7b Considered as part of the Performance Solution
the fire load	Addressed as part of assessment – fire load, intensity and hazards present in the subject building are in line with what would be expected in a building with the considered function or use and are taken into account in the Performance Solution. The additional fire load due to the presence of the combustible cladding (ACP-FR and timber cladding) is considered not to adversely contribute to the risk of spread of fire to the degree necessary as detailed in the assessment.
the potential fire intensity	
the fire hazard	
the number of storeys in the building	Spread of fire considered to be mitigated, to the degree necessary, in conjunction with the retention of the combustible cladding (ACP-FR, and timber cladding).
its proximity to other property	
any active fire safety systems installed within the building	The building is provided with a smoke detection system, fire sprinkler system, fire hydrants and portable fire extinguishers
the size of the fire compartment	Considered as part of assessment when considering compartment fuel load and cladding fuel load.
Fire Brigade intervention	The retention of the combustible cladding (ACP-FR, and timber cladding) is not considered to unduly affect Fire Brigade operations to the degree necessary.
other elements they support	Spread of fire considered to be mitigated, to the degree necessary, in conjunction with the removal of the cladding as proposed within the analysis.
the evacuation time	

Table 8.5 – Performance Requirement CP4

Performance Requirement	Comment
CP4 - To maintain tenable conditions during occupant evacuation, a material and an assembly must to the degree necessary, resist the spread of fire and limit the generation of smoke and heat and any toxic gases likely to be produced, appropriate to –	
the evacuation time	Addressed as part of assessment – Smoke detection and alarm system provided in the existing approved Fire Engineering Report. Fire sprinklers considered to mitigate heat fire hazards. Exit travel distance are considered provided in the existing approved Fire Engineering Report.  Assessments demonstrate that the retention of the combustible cladding products does not unduly impact on the existing approved egress and provisions the existing approved Fire Engineering Report.
the number, mobility and other characteristics of occupants	The dominant occupant characteristics are discussed as part of the project description.
the function or use of the building	Class 2, Class 5, Class 6, and Class 7b Considered when defining parameters such as occupant characteristics, fire loads and fire hazards, and safety measures for the building.
any active fire safety systems installed in the building	Provision of fire sprinklers and smoke detection system is considered as part of the assessment.



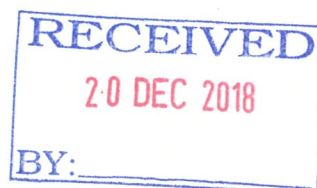
# BUILDING NOTICE

IS SERVED UNDER SECTION 106 OF THE BUILDING ACT 1993  
REGULATION 180  
FORM 11

TO: THE OWNER

Owners Corporation Plan No. PS724878P  
C/- Melbourne Owners Corporation Services  
13 Kenwood Rise  
BOX HILL SOUTH VIC 3128

Attention: Benjamin Quirk



FROM: \_\_\_\_\_

I am a Delegate of Municipal Building Surveyor of Stonnington City Council.

I am authorised to cause a building notice to be served on you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

## LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

3-7 Claremont Street SOUTH YARRA VIC 3141

## INSPECTION DETAILS

The date and time of an inspection carried out by myself as the relevant building surveyor for the purpose of serving this notice are:

Date of inspection: 12 October 2018

Time of inspection: on or about 9:30am

## REASON(S) WHY THIS NOTICE WAS SERVED:

In accordance with section 106 of the **Building Act 1993**, I am of the opinion that the following circumstance exists:

### 1. Danger to life, safety or health from building

Stonnington City Centre  
311 Glenferrie Road, Malvern

Prahran Town Hall  
180 Greville Street, Prahran

Depot  
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144

T 8290 1333

F 9521 2255

council@stonnington.vic.gov.au

AUSDOC DX 30108

**STONNINGTON.VIC.GOV.AU**



1.1. The building is a danger to the life, safety or health of any member of the public or of any person using the building in that.

- The building contains Aluminium Composite Panels (ACP) and possible other combustible external cladding material above the egress points and on the façade of the building which may adversely affect the Fire Resistance Level (FRL) of the external walls and render the exits unusable in the event of a fire.

### **SHOW CAUSE PROCESS:**

Under section 108 of the **Building Act 1993**, you are required to show cause within **30 Days** of the date of service of this notice—

- Why the Aluminium Composite Panel (ACP) and other combustible external cladding on the building should not be removed within 30 days.

### **Specified period for making representations:**

The specified period for making representations to the Municipal Building Surveyor is **10 January 2018**

### **Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing to the Municipal Building Surveyor prior to the end of the “show cause” period.

### **Important Notices to the Owner's:**

- 1) The Building Notice is not a directive to carry out building work, nor does it authorise any person to carry out work.
- 2) Any written representations should include the following information which may be obtained from either the architect, building surveyor and builder:-
  - Marked-architectural drawings showing the extent and location of the combustible cladding;
  - Test certificates and/or certificates of conformity relating to the combustible cladding.
  - Receipts of purchase for the cladding products.
- 3) Where this is insufficient evidence to prove composition and extent of the combustible cladding, the Owner's may be required to undertake testing of one or more samples of the external cladding by an accredited laboratory to substantiate/verify the composition of the cladding.
- 4) Ideally, the Owner's Corporation and its committee members should engage a suitably qualified professional, such as a fire engineer, to review the fire outcome design and remedies and respond to the cladding risks which has been deemed to be a hazard to this building.



**BUILDING NOTICE SERVED BY:**

Delegate of Municipal Building Surveyor

Andrew Fossett

311 Glenferrie Road, Malvern

Email: [afossett@stonnington.vic.gov.au](mailto:afossett@stonnington.vic.gov.au)

Phone: 8290 3222

Building practitioner registration no. of person/persons: BS-U 41442

Stonnington City Council

Building notice no.: BENF18/0117

Date of making: 11 December 2018

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'A. Fossett', is written over a horizontal line.



**1. Representations by Owner and Cancellation of Notice**

Under section 109 of the Act an owner may make representations to the Municipal Building Surveyor about the matters contained in building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the "show cause" period. The Municipal Building Surveyor may cancel a building notice (section 110 of the Act) if he considers it appropriate to do so after considering any representations made under section 109

**2. Building Order**

Subject to section 107 of the Act, the Municipal Building Surveyor may make a building order under section 111 after the end of the time allowed for making representations.

**3. Appeals to the Building Appeals Board**

Under section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice and, a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the Act and regulation 271 of the Regulations the prescribed appeal period is 30 days from the date of this notice.

**4. Subsequent Owners or Occupiers of the Land**

Pursuant to section 236 of the Act this Building Notice is binding on every subsequent owner or occupier of the land

An owner's corporation on whom a notice or order is served on must not fail to provide a copy of the notice or order to each lot owner affected by the notice or order within a reasonable time of receiving the notice or order.

Penalty: 60 penalty units.



# FILE NOTE

## Of Service of an Building Notice s106

### Property Address

---

3-7 Claremont Street SOUTH YARRA VIC 3141

I, *Andrew Fossett*

of *Stonnington City Council*, state that on

*11 December 2018*

*I served an building notice by one or more of the following methods:*

- ☐ Sending the document by prepaid **Registered Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☒ Sending the document by prepaid **Ordinary Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☐ **Delivering the document** to the **owner(s) / director(s)** to the address(es) shown on the above mentioned document and leaving it with the owner(s) / director(s).
- ☐ **Leaving the document** at the owner(s) / director(s) usual or last known place of residence or business with a person apparently not less than 16 years of age and apparently residing or employed at the property address.

The name of the person was:

### Evidence of ownership was gained

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- ☐ From Council's records which show that the person is liable to be rated in respect of the land.
- ☐ From a company search which identified the registered office and director(s).

**Dated**            **11 December 2018**

Andrew Fossett  
Building Surveyor



## Notes

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If a document is to be served on or given to the owner or occupier of any land and the name of that person is not known the document may be addressed to 'the owner' or 'the occupier'.

If a document is to be served on or given to the owner or occupier of any land, the document may be put up in a conspicuous position on the land if the name and address of the owner are not known and there is no occupier of the land.

If the owner has authorised a person to act on behalf of the owner under this Act or the regulations, any document served on or given to that person under the Building Act or the Building Regulations is deemed to have been served on or given to the owner.

If a document to be served on or given to an owner or occupier of any land is properly served on or given to the owner or occupier of the land the document is binding on every subsequent owner or occupier of the land.



## BUILDING NOTICE EXPLANATION

11 December 2018

Owners Corporation Plan No. PS724878P  
c/- Melbourne Owners Corporation Services  
13 Kenwood Rise  
BOX HILL SOUTH VIC 3128

Attention: Benjamin Quirk

Dear Benjamin

**Re: 3-7 Claremont Street SOUTH YARRA VIC 3141**  
**Building Notice Explanatory Comments**

Included with this letter is a Building Notice issued under Section 106 of the *Building Act* 1993.

### **What is a Building Notice?**

In simple terms a building notice is a "show cause" which lists concerns with your building and requests why certain things should not be done to overcome those concerns.

The intention of a building notice is to commence a dialogue between the parties involved. If there is no response (representation) or the response does not allay the primary concern a building order will most likely be made.

### **Why has a Building Notice been made?**

An inspection has been carried out of your property and I have formed an opinion that action needs to be taken to remedy a deficiency or breach of legislation.

### **What are you required to do?**

It is requested that you make contact with my office in response to the matters specified in the building notice. Initially this may be by verbal discussion, however representations should eventually be provided in writing.

Expert opinion may be needed to deal with items in the building notice and this may require that you consider obtaining the assistance of a consultant such as a private building surveyor.

### **Consideration of Representations**

I will consider any representations made. Following discussions/representations the building notice may be cancelled or I may decide to issue a **building order**.

**Stonnington City Centre**  
311 Glenferrie Road, Malvern

**Prahran Town Hall**  
180 Greville Street, Prahran

**Depot**  
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144

**T** 8290 1333

**F** 9521 2255

[council@stonnington.vic.gov.au](mailto:council@stonnington.vic.gov.au)

AUSDOC DX 30108

**STONNINGTON.VIC.GOV.AU**



## BUILDING NOTICE EXPLANATION

### What is a Building Order?

A building order is a legally binding document providing a set of instructions that must be carried out. Any representations made at building notice stage will be taken into account when making a building order.

Once issued, a building order:

- is a directive to carry out specific building work
- can be appealed within 30 days of being made
- can give rise to court proceedings if not acted upon
- can give rise to Council causing work to be done at the owner's expense

### What If You Do Nothing?

My office has a duty to follow up all notices served. If you do not make any representation to my office within the time stated on the building notice the MBS is likely to serve a building order without your input.

### Appeals

An appeal may be made to the Building Appeals Board against a decision to serve a building notice or a failure or refusal to cancel a building notice on being requested by the owner. Application forms and advice on appeals can be gained from the Building Appeals Board (1300 421 082).

It is, of course, desirable that the issues of the Building Notice are clearly understood and discussed and we encourage you to contact this office if a meeting would be of assistance.

Please call Andrew Fossett on 8290 3222 during office hours if any of the issues of this letter or the attachments require explanation.

Yours sincerely,

Andrew Fossett  
Delegate of Municipal Building Surveyor

**Stonnington City Centre**  
311 Glenferrie Road, Malvern

**Prahran Town Hall**  
180 Greville Street, Prahran

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# CANCELLATION OF BUILDING NOTICE

MADE UNDER SECTION 110 OF THE BUILDING ACT 1993

TO: THE OWNER

Owners Corporation Plan No. PS724878P  
C/- Verticali  
Suite 2, Pier 35 Marina  
263-329 Lorimer Street  
PORT MELBOURNE VIC 3207

OF: THE BUILDING LOCATED AT

3-7 Claremont Street SOUTH YARRA VIC 3141

1. I am a delegate of the Municipal Building Surveyor of Stonnington City Council and am authorised to cancel a Building Notice (BENF18/0117) that I have served under Division 2 of Part 8 of the *Building Act* 1993 ("Act").
2. Pursuant to section 110 of the Act I hereby cancel the Building Notice served on the Owner of the building on 27 November 2018 on the basis that representations have been received in the form of Fire Engineering Risk Assessment (FER Assessment) from Basic Expert Pty Ltd, and that FER assessment has been peer reviewed by Stateg Consulting Pty Ltd.
3. The FER assessment and peer review have allayed Council's concern regarding the external cladding provided to the subject building.
4. Accordingly, Building Notice (BENF18/0117) is cancelled.

**Dated: 25 July 2022**

Yours sincerely,



Andrew Fossett  
Building Surveyor  
Stonnington City Council

Stonnington City Centre  
311 Glenferrie Road, Malvern

Prahan Town Hall  
180 Greville Street, Prahan

Depot  
293 Tooronga Road, Malvern

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Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006054859</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	28/10/2024 to 28/10/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 724878
<b>Situation</b>	3-5 CLAREMONT STREET SOUTH YARRA VIC 3141
<b>Additional description</b>	3-5 AND 7-9 CLAREMONT STREET, SOUTH YARRA 3141

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$137,945,000  
Common Area Contents: \$1,379,450  
Loss of Rent & Temporary Accommodation (total payable): \$20,691,750

#### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$20,691,750  
Extended Cover - Loss of Rent & Temporary Accommodation: \$3,103,762  
Escalation in Cost of Temporary Accommodation: \$1,034,587  
Cost of Removal, Storage and Evacuation: \$1,034,587

#### Policy 8 – 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

**Policy 9 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

**ACP Endorsement**

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

30/10/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.





**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

**Date**        /        /20

# **Owners Corporation Rules Claremont Manor All Lots**

**Owners Corporation No. 1 on Plan of Subdivision PS724878P**

**Interstate offices**  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - www.advoc.com



# Contents

1.	Definitions.....	1
2.	Interpretation .....	3
3.	Relationship with model rules .....	3
4.	Rules Subject to Rights of the Vendor .....	3
5.	Use of a Lot.....	5
6.	Cleaning and maintenance of a Lot .....	5
7.	Appearance.....	5
8.	Building Works .....	6
9.	Garbage disposal .....	8
10.	Provision of Services.....	8
11.	Use of Common Property.....	9
12.	Moving.....	9
13.	Restrictions – Trade or Business .....	10
14.	Behaviour of Invitees .....	10
15.	Security .....	11
16.	Owners Corporation Fees .....	11
17.	Consent of Owners Corporation .....	12
18.	Complaints and Disputes .....	12
19.	Cost of Non-compliance.....	13
20.	Charges imposed on Members and Occupiers.....	13
21.	Rules Subject to Rights of the Vendor and the Developer .....	13
22.	Warranties & Novation or assignment of contracts .....	15
23.	Storage Lots .....	15
24.	Development Lease, Signage & Other Licences .....	16
25.	Commercial Area.....	16
26.	Delivery of goods .....	17
27.	Grease Trap for Commercial Lots .....	18
28.	Fire.....	19





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29.	Owners Corporation Access to The Lots .....	20
30.	Surveillance Cameras.....	20
31.	Use Of Lifts .....	20
32.	Vehicles and Bicycles.....	21
33.	Pets and Animals .....	22
34.	Penalty Interest .....	23



# Owners Corporation Rules – Claremont Manor All Lots

Date            /            /

## NOTES

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations and the model rules prescribed under the Regulations.

## 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

**Building Works** means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

**Car Park Lot** means any Lot designated for use as a car parking space in the Development as shown on the Plan.

**Claremont Manor** means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

**Commercial Lot** means any Lot in the Development as shown as a commercial lot on the Plan.

**Commercial Purposes** means use for a restaurant, café, retail use or other commercial purpose.

**Common Property** means the land and any improvements erected on 3-5 and 7-9 Claremont Street, South Yarra designated as common property No. 1 on the Plan.

**Developer** means Southlink Developments Pty Ltd ACN 166 207 914 or a Related Body Corporate responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

**Developer Licence** means the licence of part of the Common between the Owners Corporation and the Developer to allow access to the Recreational Facilities a copy of which is available from the Manager on request.

**Development** means the development of Claremont Manor as a residential community apartments and associated facilities including the marketing and sale of Lots.

**Director** has the same meaning as it has in the *Fair Trading Act 1999* (Vic).



**Dispute** means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

- (a) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (d) the operation of the Owners Corporation.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Land** means the whole of the land described in the Plan.

**Lot** means a lot shown on the Plan.

**Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

**Owners Corporation** means the unlimited Owners Corporation No. 1 on the Plan.

**Owners Corporation Rules** means these rules for the Owners Corporation.

**Plan** means Plan of Subdivision No. PS724878P.

**Regulations** means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**Rule or Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Storage Lot** means any Lot designated for use as storage in the Development as shown on the Plan.

**Signage Licence** means the licence of part of the Common Property granted by the Owners Corporation for the display of signage on common property, a copy of which is available from the Manager on request.



**Vendor** means Jack & Judy Real Estate Pty Ltd ACN 156 335 456 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

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## **2. Interpretation**

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

---

## **3. Relationship with model rules**

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

---

## **4. Rules Subject to Rights of the Vendor**

4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:

4.1.1 the Vendor and/or its equity partners (if any) is a Member or Occupier;

4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or

4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,



where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

- 4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
  - 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
  - 4.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
  - 4.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
  - 4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and
  - 4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and
  - 4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
  - 4.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.
- 4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.
- 4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.



---

## **5. Use of a Lot**

### **5.1 A Member must not:**

- 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
- 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;
- 5.1.4 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot.

### **5.2 Each Member must:**

- 5.2.1 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

---

## **6. Cleaning and maintenance of a Lot**

- 6.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.
- 6.2 A Member or Occupier must maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members;
- 6.3 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

---

## **7. Appearance**

- 7.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development. A Member must not allow, request or authorise, the erection of any for sale or for lease or licence or sub-lease boards or signs of any description to be installed on areas adjacent to the common property or within the vicinity of the common property, which may infer reference to the building or a private lot, resident or proprietor of the common property or a private lot.



- 7.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 7.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 7.4 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.
- 7.5 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:
- 7.5.1 paint, finish or otherwise alter the external façade of the Lot;
  - 7.5.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
  - 7.5.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires;
  - 7.5.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot; and
  - 7.5.5 install any pipes, wiring, cables or the like to the external facade of the Lot.
  - 7.5.6 replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining proprietors or occupiers
  - 7.5.7 install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation;
  - 7.5.8 place any washing, towel, clothesline and other article so as to be visible from the common property or outside the Building; or
  - 7.5.9 hang curtains or blinds visible from outside unless the back colour of the curtains or blinds is approved by the Owners Corporation;
  - 7.5.10 construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony

---

## 8. Building Works

- 8.1 A Member must not:
- 8.1.1 without limiting the generality of the foregoing, use, or permit the use of, hammer drills or cause any construction noise in a lot on weekends or public holidays or between the hours of 4:00 pm to 9:00 am on weekdays.
  - 8.1.2 undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment without commencing any Building Works:



- (a) submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
- (b) supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;
- (c) received written approval from the Owners Corporation to proceed with those specified Building Works;
- (d) obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
- (e) pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
- (f) cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;
- (g) deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.

8.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.

8.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:

- 8.3.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
- 8.3.2 building materials are not stacked or stored in Common Property;
- 8.3.3 scaffolding is not erected on the Common Property;
- 8.3.4 construction work complies with all Laws of the relevant Authorities;
- 8.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
- 8.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;
- 8.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and



- 8.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 8.4 Where a Member or Occupier commissions Building Work in accordance with Rule 8.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.
- 8.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

---

## **9. Garbage disposal**

- 9.1 A Member of a Lot must:
- 9.1.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 9.1.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- 9.1.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
- 9.1.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle.

---

## **10. Provision of Services**

- 10.1 Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:
- 10.1.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
- 10.1.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.



---

## **11. Use of Common Property**

### **11.1 A Member must not:**

- 11.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 11.1.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 11.1.3 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 11.1.4 deposit or throw upon the Common Property any rubbish, dirt, dust, cigarette butt or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 11.1.5 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 11.1.6 hold or allow to be held any public auction on or near the Common Property;
- 11.1.7 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 11.1.8 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- 11.1.9 except with the consent in writing of the Owners Corporation, enter any plant room, electrical switchboard room or similar.
- 11.1.10 place any door mats, furniture (decoration item), shoes, plants on the Common Property. The Owners Corporation reserves the right to remove and dispose of any items left on common property without consent.
- 11.1.11 A Member must:
- 11.1.12 notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation;
- 11.1.13 when in part of a Lot visible from another Lot or from common property no. 1, no. 2 or no. 3, or when on any part of common property no. 1, no. 2 or no. 3, be suitably clothed.

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## **12. Moving**

### **12.1 A Member, Occupier or Invitee may not move, or permit to be moved, any furniture or goods through common property no. 1, no. 2 or no. 3 without:**

- 12.1.1 the prior written consent of the relevant owners corporation;



- 12.1.2 notifying the Manager of the proposed move at least 3 days before the intended date for moving;
- 12.1.3 the supervision of the Manager (should the Manager require);
- 12.1.4 ensuring that any part of common property no. 1, no. 2 or no. 3 is damaged during the moving process.
- 12.2 When moving any furniture or goods through common property no. 1, no. 2 or no. 3, a Member, Occupier or Invitee must:
  - 12.2.1 comply with any directions of the relevant owners corporation; and
  - 12.2.2 not move furniture or goods through the front entrance to the Development.
- 12.3 A Member, Occupier or Invitee must promptly notify the Owners Corporation of any damage caused to the common property as a result of the moving process and must promptly reimburse the owners corporation for any repairs undertaken as a result of damage caused during the moving process, on presentation of a copy of any relevant tax invoice to the Member, Owner or Occupier by the owners corporation.

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### 13. Restrictions – Trade or Business

- 13.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use unless that Lot is a Commercial Lot without the express written consent of the Owners Corporation.
- 13.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
  - 13.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
  - 13.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
  - 13.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

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### 14. Behaviour of Invitees

- 14.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 14.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.
- 14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover



the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

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## 15. Security

A Member or Occupier must not do or permit anything to be done that may prejudice the security or safety of the Common Property or any person in or around the building. Without limiting the generality of this requirement, Members and Occupiers must not allow any unknown persons to enter the Building.

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## 16. Owners Corporation Fees

- 16.1 A Member must pay by the due date the fees set by Owners Corporation to cover general administration, maintenance and repairs, insurance and other recurrent obligations.
- 16.2 A Member must pay by the due date any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure.
- 16.3 If any fees remain outstanding after the due date, the Owners Corporation may charge interest on any outstanding amounts at the rates determined from time to time under the *Penalty Interest Rates Act 1983 (Vic)*.
- 16.4 A Member or Occupier of a Lot must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- 16.5 Any breach of a rule or guideline will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty as the Owners Corporation deems appropriate from time to time.
- 16.6 A Member shall on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that Member or an Occupier of that Member's Lot or the Occupier's Guests.
- 16.7 A Member shall on demand pay all costs incurred by the Owners Corporation as a result of any breach of the Act, the Regulations or these rules or the applicable Model Rules by Member or Occupier including:
  - 16.7.1 legal costs of the Owners Corporation on a solicitor and own client indemnity basis.
  - 16.7.2 costs and charges payable to the Manager; and
  - 16.7.3 payments made to any other person;
  - 16.7.4 but not including the personal time cost of any person acting in an honorary capacity
  - 16.7.5 the chairperson;
  - 16.7.6 the secretary; or
  - 16.7.7 any Member.
  - 16.7.8 Any amount owed under rule 16 (g) shall be due and payable as a debt due by the person in default or breach of such obligations to the Owners Corporation.



- 16.7.9 This rule 16 evidences the resolution of the Owners Corporation to recover such costs and expenses from the person in default or breach of obligations to the Owners Corporation.
- 16.7.10 The Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation, including but not limited to the Victorian Civil and Administrative Tribunal and the Magistrates' Court.
- 16.7.11 Any payments received will be credited first as to the Owners Corporation's expenses as referred to in rule 16 (g) then interest pursuant to the *Penalty Interest Rates Act* 1983 (Vic), then special fees and then to the oldest outstanding levies

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## 17. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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## 18. Complaints and Disputes

- 18.1 Any Dispute must be dealt with at first instance in accordance with this Rule 18.
- 18.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 18.
- 18.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 18.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 18.3.2 waive the requirement for the parties to meet.
- 18.4 Notwithstanding the course of action elected by the Committee under Rule 18.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 18.5 Without limiting the generality of this Rule 18.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 18.5.1 arrange a meeting between the parties to resolve the Dispute; or
- 18.5.2 waive the requirement for the parties to meet.



- 18.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 18.3 or 18.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

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## 19. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

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## 20. Charges imposed on Members and Occupiers

- 20.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 20.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 20.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 20.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

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## 21. Rules Subject to Rights of the Vendor and the Developer

- 21.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

- 21.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
- 21.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
- 21.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.



- 21.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- 21.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
  - 21.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
  - 21.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
  - 21.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
  - 21.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and
  - 21.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
  - 21.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,
- provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 21.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 4.
- 21.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 21.5 In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.



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## **22. Warranties & Novation or assignment of contracts**

- 22.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.
- 22.2 The Developer must and the Owners Corporation(s) must accept, assignment or novation of the contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation.
- 22.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 22.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 22.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.
- 22.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 22 relative to the lot liability on the Plan.

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## **23. Storage Lots**

- 23.1 A Member or Occupier must not:
- 23.1.1 use a Storage Lot for any purpose other than the purpose for which it is designed, without the prior written consent of the Owners Corporation;
  - 23.1.2 assign, sub-let or grant any licence to any person a Storage Lot without the prior written consent of the Owners Corporation;
  - 23.1.3 store any:
    - (a) inflammable, explosive or dangerous substances or offensive items; or
    - (b) heavy objects or anything likely to damage the Common Property or the Development, in the Storage Lot.
- 23.2 A Member or Occupier must:
- 23.2.1 obtain appropriate insurance policies for contents kept in storage cage.
  - 23.2.2 acknowledge that Owners Corporation Insurance does not cover contents kept in storage cages and car parks.



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## 24. Development Lease, Signage & Other Licences

- 24.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor any lease or licence required by the Vendor or the Developer, including, without limitation:
- 24.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;
  - 24.1.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
  - 24.1.3 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,
- provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 24.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.
- 24.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 24.
- 24.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 24.

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## 25. Commercial Area

- 25.1 Without limiting any other rule, any Member that owns a Commercial Lot, or any Occupier of a Commercial Lot, used for Commercial Purposes must:
- 25.1.1 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation(s), and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
  - 25.1.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
  - 25.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
  - 25.1.4 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
  - 25.1.5 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on common property except when this is the 'bin collection area' nominated by the Owners Corporation(s).



- 25.1.6 any perishable rubbish must be hidden from view;
- 25.1.7 washing down of bins must only be carried out within the lot, excluding car spaces, or any other bin store area designated by the Owners Corporation from time to time;
- 25.1.8 comply with all health, noise and other regulations in carrying on the business from the Lot;
- 25.1.9 any mechanical fluing must be charcoal filtered or equivalent;
- 25.1.10 small utility deliveries are to be between 5:30am-6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays & Sundays or on such other times as agreed with the Owners Corporation;
- 25.1.11 large deliveries are to be between 8:00am – 6:00pm Monday to Sunday;
- 25.1.12 not permit electronic gaming machines;
- 25.1.13 make all reasonable attempts to address/treat any odours that emanate from the Lot; and
- 25.1.14 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved and/or as documented in any planning or building permit.
- 25.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any commercial Lot may apply for, provided that all times the proprietor or occupier of any such commercial Lot:
  - 25.2.1 operates lawfully;
  - 25.2.2 obtains each and every permit, liquor licence or other consent required; and
  - 25.2.3 operates within the terms of any such liquor licence, permit or consent.
- 25.3 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.
- 25.4 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.
- 25.5 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.

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## 26. Delivery of goods

- 26.1 The Owner or occupier of a retail or commercial lot on OC2 when receiving a delivery must only receive it:
- 26.2 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of Planning Permit and any other permit affecting the property, to cause the least disruption and inconvenience to other Members or occupiers; and



- 26.3 using a trolley with rubber wheels; and
- 26.4 so that any trolley does not mark the floor of the lot, common property or Building and makes minimal noise.
- 26.5 The Owner or occupier of a retail or commercial lot must obtain the consent of the Owners Corporation before any heavy articles are brought into the Lot or common property or a Building.
- 26.6** A Member or the occupier of a retail or commercial lot must appoint an employee or agent of the Member or occupier to act as a warden of the lot and must accept safety instructions about fire and other emergencies.
- 26.7** A Member or the occupier of a retail or commercial lot must ensure that at all time the noise emanating from its lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

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## **27. Grease Trap for Commercial Lots**

- 27.1 An owner or occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in the registered rules of the Owners Corporation.
- 27.2 Before connecting to or installing a grease trap, an owner or occupier must:
  - 27.2.1 Provide the Owners Corporation with a copy of any requisite approval of the relevant Water Authority, including all conditions of approval, drawing and specification.
  - 27.2.2 Obtain the written approval of the Owners Corporation, which approval may be subject to conditions about the method of connection to the grease trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
  - 27.2.3 Enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant Water Authority and Council.
  - 27.2.4 Ensure that all connections to the grease trap and pump out design is such that the designated pump out location shall be from the external of the building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the common property, other than the designated pump out pipework put in place within the construction of the building.
- 27.3 After connection the owner or occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.
- 27.4 In using a grease trap , the owner and occupier must:
  - 27.4.1 Comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor.
  - 27.4.2 Only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.
- 27.5 An owner or occupier of a lot served by using a particular grease trap shall be responsible to keep the grease trap and any connection to it:
  - 27.5.1 Properly and adequately maintained in s state of good and serviceable repair.



- 27.5.2 Adequately clean and free of vermin.
- 27.5.3 Regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, the Water Authority, the Local Council Authority and any other Government or Regulatory Authority.
- 27.6 An owner or occupier of a lot serve by or using a particular grease trap shall be responsible for all costs associated herewith as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupants or guests.
- 27.7 The Owners Corporation by its employee and agents shall be entitled to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to an owner or occupier to inspect such areas or for any other purpose permitted under registered rules.

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## 28. Fire

- 28.1 A Member or the occupier of a lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 28.2 A Member or the occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 28.3 A Member or the occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 28.4 A Member or the occupier of a lot must ensure all occupiers are aware of the fire alarm warning system. There is an alert tone which may be followed by an evacuation tone. All Members and occupiers MUST vacate the Building on the evacuation tone. Anyone remaining in the Building does so at their own risk.
- 28.5 A contract nominated by the Owners Corporation will maintain the Building's smoke detection and sprinkler system and all essential safety services and devices. Members and the occupiers of lots must, upon receiving 7 days notice, provide any such contractor with access to their lot for the purpose of performing these maintenance activities.
- 28.6 To avoid any false alarm callout by the Metropolitan Fire Brigade, a Member or occupier of a lot and/or a Member's guests or an occupier's guests must not:
  - 28.6.1 cause or allow to be caused, whether negligently or otherwise, any circumstances where fire, smoke, fumes or vapour from within the lot activates the smoke detector system, fire alarm system or sprinkler system;
  - 28.6.2 open any door from the lot leading to the common property in circumstances where fire, smoke, fumes or vapour from the lot might enter the common property. In circumstances where there is no danger to life, only can windows be opened to allow smoke, fumes or vapour to escape from the lot;
  - 28.6.3 open any door from the lot leading to the common property whilst having steam cleaning or dry cleaning of carpeting or other soft furnishings undertaken; or



- 28.6.4 leave open any door from the lot leading to the common property whilst building works or refurbishment works are being undertaken to the lot.
- 28.7 A Member or the occupier of private and commercial lot is responsible and liable for the maintenance of the Essential Services Measure items located within their private lots to obtain an Annual Essential Services Maintenance Report.
- 28.8 An owner or occupier of the lot must pay any charges by any fire authority from a false alarm from the activation of a smoke detector in the owners lot or from a false alarm otherwise occasioned by the owner or occupier or by any other person for whom the owner or occupier could be held responsible.

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## **29. Owners Corporation Access to The Lots**

- 29.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or occupier or their invitees). The Owners Corporation or Manager, in exercising this power shall ensure that its agents and employees cause as little inconvenience to the Member or the occupiers of lots as is reasonable in the circumstances.
- 29.2 Members and the occupiers of lots must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to their lot for the purposes of repairs and maintenance of the Building.
- 29.3 A Member must and must ensure that an Occupier of its Lot will at reasonable times and on reasonable prior written notice allow the Owners Corporation and the Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building, including but not limited to any garden areas located on the land provide such access as necessary to maintain the vertical gardens on all boundaries.
- 29.4 If access is not provided pursuant to this rule 29, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the Members or occupier's lot for the purposes of this rule 29.

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## **30. Surveillance Cameras**

- 30.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in prosecution.
- 30.2 The Owners Corporation reserves all rights to recover from those lots responsible for damages, the costs for any repairs or replacement for damaged or stolen common property fixtures or fittings and all costs to view and retrieve such footage whereas the residents or guests of the lot have been identified on the surveillance equipment as responsible.

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## **31. Use Of Lifts**

- 31.1 A Member or the occupier of a lot must not, and must ensure that their invitees must not:



- 31.1.1 hold the lift door open and/or prevent the doors of the lift from closing for a lengthy period of time to the extent of interfering with the normal operation of, or the other Members' or occupiers' or their invitees' use of the lifts;
  - 31.1.2 press any buttons other than the one for the floor or level that the lift is required to stop at;
  - 31.1.3 rock or jump inside a lift as doing so may cause the lift to stop between floors; and
  - 31.1.4 use the lifts where there is any risk of fire. The Member or occupier of a lot must only use emergency stairs where there is a risk of fire.
- 31.2 If a lift stops between floors for any reason call the telephone number on the emergency telephone. Hold down the button for at least five (5) seconds to access the emergency call.

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## **32. Vehicles and Bicycles**

- 32.1 A Member or the occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 32.2 A Member or the occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within additional units (parking spaces) attached to the lot and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles.
- 32.3 If a member of a lot does not comply with any obligation of Rules 32.1 and 32.2, then without limiting its' other rights of access or action the Owners Corporation has the power to remove or have towed away (and to retain until the costs of removal, towing and storage are paid by the proprietor or occupier, whoever is responsible) any vehicle which has been placed in the carpark:
- 32.4 A Member or the occupier of a lot must ensure all drivers comply with all directional signs and the speed limit of 5 kph while on common property.
- 32.5 A Member or the occupier of a lot must not place any goods, furniture, electrical appliances and the like on a car space. The Owners Corporation reserves the right to remove and dispose of any items left in a parking lot or on common property without consent.
- 32.6 A Member or the occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 32.7 A Member or the occupier of a lot must ensure all drivers exercise due care while driving in or about the car park so as not to cause danger or concern to any person or property.
- 32.8 A Member or the occupier of a lot shall not permit any vehicle to be commercially cleaned, serviced or repaired in the car park other than when the RACV or similar is required. In this case the Member or the occupier of the lot must be present at all times.
- 32.9 The Owners Corporation shall not be responsible for:



- 32.9.1 any damage sustained by the driver's vehicle while upon or entering or leaving the car park;
- 32.9.2 the theft of any vehicle parked in the car park; or
- 32.9.3 the theft of any contents from a vehicle parked in the car park.
- 32.10 The driver's vehicle whether parked or mobile in the car park shall be at the sole risk of the driver.
- 32.11 A Member or the occupier of a lot must not:
  - 32.11.1 ride a pedal bicycle on common property except for the purpose of arriving or departing from the Building. (All liability rests with the rider);
  - 32.11.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time.
- 32.12 A Member who lets their car space independently of their apartment to a non-resident must provide the Owners Corporation Manager with the lessee's details including name, address, car registration, day, evening phone numbers, and another contact person in case of emergency.
- 32.13 A Member or Occupier must get insurance for vehicles (cars, bikes) parked or kept on the common property.

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### **33. Pets and Animals**

- 33.1 A Member must obtain written approval from the Owners Corporation prior to keeping any animals within their lot.
- 33.2 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 33.3 A Member must ensure that any animals kept on their lot are appropriately microchipped and registered with their local Council in accordance with State and Council laws.
- 33.4 A Member must ensure that any animal belonging to them does not vomit, urinate or defecate on Common Property including internal court yards and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 33.5 Ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
- 33.6 Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
- 33.7 Not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 33.8 A Member must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints



caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

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### **34. Penalty Interest**

Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice. The Manager is authorized to charge interest on any amount outstanding after the due date at the penalty interest rate as prescribed under the *Penalty Interest Rates Act 1983* or as amended from time to time.

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### **35. Development Lease, Signage & Other Licences**

35.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:

35.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the retail areas and common areas within the Development;

35.1.2 the Developer Licence;

35.1.3 the Signage Licence;

35.1.4 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit;

35.1.5 a licence of part of the Common Property for purposes relating to the use of all or part of the Recreational Facilities;

provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

35.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.

35.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 35.

35.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 35.





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**Date**        /        /20

# **Owners Corporation Rules Claremont Manor Residential Lots only**

**Owners Corporation No. 3 on Plan of Subdivision PS724878P**

**Interstate offices**  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - [www.advoc.com](http://www.advoc.com)



# Contents

1.	Definitions.....	1
2.	Interpretation .....	3
3.	Relationship with Owners Corporation No. 1 Rules.....	3
4.	Rules Subject to Rights of the Vendor .....	3
5.	Use of a Lot.....	4
6.	Recreational facilities .....	5
7.	Swimming Pool Area (pool)/Sauna Room .....	6
8.	Theatre and Meeting Rooms.....	6
9.	Pets and Animals .....	7
10.	Cleaning and maintenance of a Lot .....	7
11.	Appearance.....	8
12.	Building Works.....	8
13.	Garbage disposal .....	10
14.	Provision of Services.....	11
15.	Use of Common Property.....	11
16.	Behaviour of Invitees.....	12
17.	Owners Corporation Fees .....	12
18.	Consent of Owners Corporation .....	13
19.	Complaints and Disputes .....	13
20.	Cost of Non-compliance.....	14
21.	Charges imposed on Members and Occupiers.....	14
22.	Rules Subject to Rights of the Vendor and the Developer .....	14
23.	Warranties & Novation or assignment of contracts .....	15
24.	Development Lease, Signage & Other Licences .....	16
25.	Short Stay Accommodation .....	17



## Date        /        /

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations, and the Owners Corporation No. 1 Rules.

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or



- (c) the exercise of a function by a Manager in respect of the Owners Corporation; or
- (d) the operation of the Owners Corporation.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**Land** means the whole of the land described in the Plan.

**Lot** means a lot shown on the Plan.

**Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation(s) and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

**Owners Corporation** means the unlimited Owners Corporation No. 3 on the Plan.

**Owners Corporation No. 1 Rules** means the Rules for the unlimited Owners Corporation on the Plan of which the Owners Corporation forms part.

**Owners Corporation Rules** means the rules for the Owners Corporation.

**Plan** means Plan of Subdivision No. PS724878P.

**Recreational Facilities** means those facilities created by the Owners Corporation from time to time for use by Members and may include the pool, deck, club, theatre and associated facilities

**Regulations** means the *Owners Corporations Regulations 2007* (Vic) as amended from time to time.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act 2001* (Cth).

**Restaurant Licence** means the licence of part of the Common Property between the Owners Corporation and the Developer to allow access to the Recreational Facilities (excluding the pool) to serve food and beverages (including alcohol), a copy of which is available from the Manager on request.

**Rule or Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

**Vendor** means Jack & Judy Real Estate Pty Ltd ACN 156 335 456 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.



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## 2. Interpretation

- 2.1 Unless the context otherwise requires:
- 2.1.1 headings are for convenience only;
  - 2.1.2 words imparting the singular include the plural and vice versa;
  - 2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and
  - 2.1.4 a reference to a thing includes part of that thing.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules:
- 2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
  - 2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.
- 2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

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## 3. Relationship with Owners Corporation No. 1 Rules

If there is any conflict between these Rules and the Owners Corporation No. 1 Rules, the Owners Corporation No. 1 Rules prevail.

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## 4. Rules Subject to Rights of the Vendor

- 4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:
- 4.1.1 the Vendor and/or or its equity partners (if any) is a Member or Occupier;
  - 4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or
  - 4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.



- 4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
- 4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
  - 4.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
  - 4.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
  - 4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and
  - 4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and
  - 4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
  - 4.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,
- provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.
- 4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.
- 4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.
- 4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

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## 5. Use of a Lot

- 5.1 A Member must not:



- 5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;
  - 5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
  - 5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;
  - 5.1.4 obstruct or block any car parking spaces forming part of the Common Property;
  - 5.1.5 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;
  - 5.1.6 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot; and
  - 5.1.7 use or permit their Lot or any part of the Common Property to be used for any trade or business.
- 5.2 Each Member must:
- 5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and
  - 5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

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## 6. Recreational facilities

- 6.1 When using the Recreational Facilities a Member and an Occupier must ensure that:
- 6.1.1 children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult Member or Occupier exercising effective control over them;
  - 6.1.2 the Member's or Occupier's guests only use the Recreational Facilities if accompanied by the Member or Occupier and the Member or Occupier acknowledges that no more than 2 guests per Member are permitted at any one time without the Manager's prior consent; and
  - 6.1.3 if access to and egress from the Recreational Facilities within a Building do not form part of the Common Property, Members and Occupiers must comply with the owners corporation rules attached to that Building to the extent relevant to that access and egress.
- 6.2 Members and Occupiers may only use the Recreational Facilities between the hours of 6.00am and 10.00pm (or such other hours determined by the Manager) unless the consent of the Owners Corporation is obtained to use the facilities outside of these hours.



- 6.3 The Owners Corporation may make additional or separate rules relating to the use of the Recreational Facilities provided they are not inconsistent with these Rules.
- 6.4 Disorderly conduct, inappropriate behaviour, abuse of the facility, equipment, or staff and/or disregard for recreation rules may result in immediate dismissal from the facility. Additional sanctions may apply.
- 6.5 Committee has the final say in policy interpretation and enforcement. Failure to comply with any of the policies may result in temporary or permanent loss of recreation privileges.

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## 7. Swimming Pool Area (pool)/Sauna Room

Without limiting Rule 5.2.2, a Member or Occupier of a Lot must comply with swimming pool area rules as approved by the Owners Corporation committee from time to time. The initial swimming pool area rules are as follows:

- 7.1 children may use the swimming pool area only if supervised by an adult in the swimming pool area and on access to and egress from the swimming pool;
- 7.2 glass objects, drinking glasses and sharp objects are not permitted in the swimming pool area;
- 7.3 alcohol and food are not permitted in the swimming pool area;
- 7.4 the swimming pool area is for the private use by residents and no more than two guests at any one time, although guests are to be accompanied by a resident at all times;
- 7.5 smoking is not permitted in the swimming pool area;
- 7.6 for the hygiene of all users of the swimming pool, all users must shower first;
- 7.7 running, ball playing, jumping, diving, noisy or hazardous activities are not permitted in the swimming pool area;
- 7.8 hours of use are between 6.00am and 10.00pm or as otherwise determined by the Manager;
- 7.9 all users of the swimming pool area must dry off before leaving the area;
- 7.10 suitable footwear must be worn to and from the swimming pool area;
- 7.11 a Member or Occupier of a Lot and persons under their control must ensure that when in the swimming pool area appropriate attire is worn at all times i.e. nude bathing is not permitted;
- 7.12 all users of the swimming pool do so at their own risk;
- 7.13 spitting is not permitted in the swimming pool or swimming pool area;
- 7.14 a Member or Occupier of a Lot must comply at all times with the Owner's Corporation's access regulations governing the swimming pool area imposed from time to time.

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## 8. Theatre and Meeting Rooms

Without limiting Rule 5.2.2, a Member or Occupier of a Lot must comply with theatre and meeting room rules as approved by the Owners Corporation committee from time to time. The initial theatre and meeting room rules are as follows:



- 8.1 the Theatre and Meeting Room will be made available on a first-come, first-serve basis. Booking must be made through the Manager 24 hours in advance.
- 8.2 children may use the theatre and meeting rooms only if supervised by an adult;
- 8.3 alcohol and food are not permitted in the theatre and meeting rooms unless advised otherwise by the Owners Corporation;
- 8.4 smoking is not permitted in the theatre and meeting rooms;
- 8.5 all users of the theatre and meeting rooms do so at their own risk;
- 8.6 a Member or Occupier of a Lot must comply at all times with the Owner's Corporation's access regulations governing the theatre and meeting rooms imposed from time to time.

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## 9. Pets and Animals

- 9.1 A Member must obtain written approval from the Owners Corporation prior to keeping any animals within their lot.
- 9.2 A Member must ensure that any animals kept on their lot are appropriately microchipped and registered with their local Council in accordance with State and Council laws.
- 9.3 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 9.4 A Member must ensure that any animal belonging to them does not vomit, urinate or defecate on Common Property including internal court yards and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 9.5 A Member must obtain written approval from the Owners Corporation prior to have any animals within their lot.
- 9.6 Ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
- 9.7 Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
- 9.8 Not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 9.9 A Member must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

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## 10. Cleaning and maintenance of a Lot

- 10.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.



- 10.2 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

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## 11. Appearance

- 11.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.
- 11.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.
- 11.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.
- 11.4 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.
- 11.5 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:
- 11.5.1 paint, finish or otherwise alter the external façade of the Lot;
  - 11.5.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;
  - 11.5.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires;
  - 11.5.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot; and
  - 11.5.5 install any pipes, wiring, cables or the like to the external facade of the Lot.

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## 12. Building Works

- 12.1 A Member must not undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment without commencing any Building Works:
- 12.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
  - 12.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;



- 12.1.3 received written approval from the Owners Corporation to proceed with those specified Building Works;
- 12.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;
- 12.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;
- 12.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;
- 12.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.
- 12.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.
- 12.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
  - 12.3.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
  - 12.3.2 building materials are not stacked or stored in Common Property;
  - 12.3.3 scaffolding is not erected on the Common Property;
  - 12.3.4 construction work complies with all Laws of the relevant Authorities;
  - 12.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;
  - 12.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;
  - 12.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and
  - 12.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.
- 12.4 Where a Member or Occupier commissions Building Work in accordance with Rule 12.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.



- 12.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

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## 13. Garbage disposal

- 13.1 A Member of a Lot must:

- 13.1.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 13.1.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- 13.1.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and
- 13.1.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle.

- 13.2 A Member or the occupier of a lot must ensure that an occupier of a lot does not:

- 13.2.1 deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the common property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;
- 13.2.2 throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies;
- 13.2.3 refuse to bear the cost of cleaning and repair cause by a breach of this rule 13; or
- 13.2.4 leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped.

- 13.3 A Member or the occupier of a lot must ensure that an occupier of the lot disposes of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other Members or occupiers.

- 13.4 Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

- 13.5 All waste disposed of via the rubbish chutes, other than the items referred to 13 should be contained in tied plastic bags.



- 13.6 Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.
- 13.7 Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.
- 13.8 If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible Member or occupier of a lot, then the cost to reinstate the chute(s) may be recovered from the relevant Member.
- 13.9 Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm<sup>3</sup> and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.
- 13.10 All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.
- 13.11 Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. A Member or occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

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## 14. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

- 14.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and
- 14.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.
- 14.3 A Member must and must ensure that an Occupier of its Lot will at reasonable times and on reasonable prior written notice allow the Owners Corporation and the Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building, including but not limited to any garden areas located on the land provide such access as necessary to maintain the vertical gardens on all boundaries.

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## 15. Use of Common Property

A Member must not:

- 15.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
- 15.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 15.3 obstruct a driveway or entrance to a Lot or any other road;



- 15.4 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;
- 15.5 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 15.6 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 15.7 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;
- 15.8 hold or allow to be held any public auction on or near the Common Property;
- 15.9 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 15.10 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- 15.11 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

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## 16. Behaviour of Invitees

- 16.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).
- 16.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.
- 16.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 16.1 and 16.2.
- 16.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

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## 17. Owners Corporation Fees

- 17.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their lot entitlement.



- 17.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 17.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

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## 18. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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## 19. Complaints and Disputes

- 19.1 Any Dispute must be dealt with at first instance in accordance with this Rule 19.
- 19.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 19.
- 19.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 19.3.1 arrange a meeting between the parties to resolve the Dispute; or
- 19.3.2 waive the requirement for the parties to meet.
- 19.4 Notwithstanding the course of action elected by the Committee under Rule 19.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 19.5 Without limiting the generality of this Rule 19.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 19.5.1 arrange a meeting between the parties to resolve the Dispute; or
- 19.5.2 waive the requirement for the parties to meet.
- 19.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 19.3 or 19.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.



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## 20. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

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## 21. Charges imposed on Members and Occupiers

- 21.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 21.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 21.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 21.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

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## 22. Rules Subject to Rights of the Vendor and the Developer

- 22.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:
  - 22.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;
  - 22.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or
  - 22.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 22.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:
  - 22.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and



- 22.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- 22.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- 22.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and
- 22.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and
- 22.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 22.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 22.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 22 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 22.
- 22.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.
- 22.5 In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

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## **23. Warranties & Novation or assignment of contracts**

- 23.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.



- ## 24. Development Lease, Signage & Other Licences

- [6080679.002: 17767350 1]



## 25. Short Stay Accommodation

25.1 A Member or Occupier of a Lot is not permitted to lease, licence or rent out his or her Lot for short term stays of less than 6 months, including through on-line booking sites, without the prior written consent of the Owners Corporation.

25.2 The Members acknowledge that the health, safety and management systems set up for the Owners Corporation and the budget and insurance policies in place for these Owners Corporations are based on the lots in these Owners Corporations only being used for residential purposes for a term of 6 months or more.

25.3 A Member must not and must ensure any Occupier of its Lot does not do anything on the lot which would:

25.3.1 compromise the fire safety:

- (a) of the building by carrying out any activity on the lot that causes overcrowding on the floor or results in occupation on the floor in excess of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
- (b) of the lot by installing any temporary or permanent partitions within the lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;

25.3.2 compromise the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;

25.3.3 compromise the security of the building by:

- (a) leaving any doors providing access to the Lot or the building unlocked or holding any door ajar for multiple persons to enter the Building;
- (b) leaving any means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property (**Registered Key**) in the mailbox or in any unsecured location or in a key safe;
- (c) providing or handing over the Registered Key to any person who is not an Occupier of the Lot; and
- (d) failing to notify the Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Member's Lot and must promptly advise the Manager of any change in such address or telephone number.

25.3.4 If a Member or its Occupier breaches this Rule 25, the Member must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:

- (a) the non-compliance including, without limitation, administrative costs, and legal costs;
- (b) any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs;



- (c) the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
- (d) any increase in the costs of running the owners corporation as a result of the breach.

25.4 For the sake of clarity, it is confirmed that if the actions of a Member or an Occupier result in the Owners Corporation having to put into place a different insurance policy, the Member must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.



**Claremont Manor  
Owners Corporation 1 & 3 for PS 724878P  
Minutes of the Annual General Meeting held:**

**Date:** Thursday the 12th of June 2025, 6:00 PM  
Meeting conducted via Zoom Meetings

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**1. OFFICE BEARERS**

**(a) To appoint a Returning Officer**

Members unanimously resolved to appoint Mr Richard Dennis as the Returning Officer

**(b) To appoint a Chairman for the Meeting**

Members unanimously resolved to appoint Mr Richard Dennis as Chairperson for the Meeting

**2. REGISTRATION OF ATTENDANCE**

**(a) Members in attendance**

The following members were recorded as present at the meeting.

Lot 2R Lot 305 Lot 606 Lot 1005 Lot 1712 Lot 1815 Lot 1902 Lot 812

**(b) Non-Members in attendance**

The following non-members were recorded as in attendance at the meeting:

Mr. Milap Amlani representing Focussed FM Pty Ltd

**(c) Proxies**

Lot 1902 to Christopher Morley

**(d) Apologies**

Lot 1108

**(e) QUORUM**

Richard Dennis tabled that a quorum for the meeting was not established.

It was noted that all resolutions passed at the Annual General Meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation:-

- (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 the 28 day period.



#### Note

The effect of subsection (4) 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 upon 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 the 28 day period.

### **3. VOTING PROCEDURE & MEETING PROTOCOL**

**Motion:** To adopt the procedure that voting at this Annual General Meeting conducted via Teams, will be conducted by a show of hands, on the basis of one vote per lot.

Motion Moved: Lot 1902

Motion Seconded: Lot 1712

The Returning Officer declared the motion carried and no further questions were tabled.

### **4. CONFIRMATION OF PREVIOUS AGM MINUTES**

**Motion:** To accept the Minutes of the Annual General Meeting held 03/04/2024.

Motion Moved: Lot 1902

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

### **5. CONSIDERATION OF REPORTS FOR THE PERIOD 01/12/2023 – 30/11/2024.**

#### **(a) Owners Corporation Managers Report**

**Motion:** To accept the Owners Corporation Manager Report as tabled.

Motion Moved: Lot 305

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

#### **(b) Dispute Resolution Report**

**Motion:** To receive the Dispute Resolution Report.

There were no grievances lodged with the Owners Corporation for the period 01/12/2023-30/11/2024.

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

### **6. FINANCIAL MATTERS**

#### **Owners Corporation Fund 1**

##### **Administration Fund**

#### **(a) Motion: THAT the Administration Fund Income and Expenditure Statement for the period ended 30/11/2024 as tabled be accepted.**

Motion Moved: Lot 2R

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

#### **(b) Motion: THAT the proposed Administration Budget for the period ending 30/11/2024 totalling \$535,000.00 (Inc GST) is approved and THAT the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance. Richard noted that budgeted revenue has increased \$10,000 and that this was primarily drive by the increase in OC insurance (\$42,000). Richard noted that the committee has implemented initiatives to reduce costs to the building such as timers in the bathroom, reducing security guard / concierge costs. Richard noted that the energy agreement for the building (Origin) was negotiated to include an upfront payment of \$100,000 and an annual contribution of \$16,000.**

Motion Moved: Lot 1902

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.



### **Maintenance Fund**

- (c) **Motion:** THAT the Maintenance Fund Income and Expenditure Statement for the period ended 30/11/2024 as tabled be accepted.

Motion Moved: Lot 305

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

- (d) **Motion:** THAT the Proposed Budget for the period ended 30/11/2025 totalling \$140,000.00 (Inc GST) is approved and THAT the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance. Richard noted that almost all of the fee increase is due to the maintenance fund contribution increasing by \$63,000 and that the committee has decided to do a once off major increase to build up this fund so that special levies will not be required in future. Richard noted that the committee has had to spend approx. \$150,000 in the last couple of years on non-budgeted building defects (ie burst water main, leaking common stack and cladding order removal) and that the maintenance fund has covered these costs and now need to be topped up so that the fund can sustain future building projects.

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

### **Owners Corporation Fund 3**

#### **Administration Fund**

- (e) **Motion:** THAT the Administration Fund Income and Expenditure Statement for the period ended 30/11/2024 as tabled be accepted.

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

- (f) **Motion:** THAT the Proposed Budget for the period ended 30/11/2025 totalling \$470,000 (Inc GST) is approved and THAT the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance.

Motion Moved: Lot 1902

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

### **Maintenance Fund**

- (g) **Motion:** THAT the Maintenance Fund Income and Expenditure Statement for the period ended 30/11/2024 as tabled be accepted.

Motion Moved: Lot 305

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

- (h) **Motion:** THAT the Proposed Budget for the period ended 30/11/2025 totalling \$120,000 (Inc GST) is approved and THAT the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance.

Motion Moved: Lot 1902

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

Richard provided members with a summary of the financial position for both OC1 and OC3 accounts and noted the overall increase in fees across OC1 and OC3 is 10%. Richard noted that the committee has planned on a once off major increase with a view to increase fees by CPI or flat in the next couple of years. Richard noted that overall the building is in great condition for its age and common property assets are well maintained and there are no major capital expense projects forecasted in the next few years. Lot 1902 noted that he owns multiple units in the area and that the fees at Claremont Manor are still well below the average he pays.



Richard noted that because Q1 and Q2 levies were issued in accordance with last years budget (ie before the budget increase), there will be a once off budget adjustment levy to capture the increase in the OC1 and OC3 budgets. No questions or objections were raised by members.

#### **6. PENALTY INTEREST ON ARREARS**

**Motion:** THAT pursuant to S.29 of the Owners Corporations Act 2006, the Owners Corporation on Plan No. 724878P will charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

Motion Moved: Lot 305

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

#### **7. COST RECOVERY**

**Motion:** THAT the Owners Corporation on Plan No 724878P resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons, or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018. (Not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation).

Motion Moved: Lot 305

Motion Seconded: Lot 1005

The Returning Officer declared the motion carried and no further questions were tabled.

#### **8. INSURANCE.**

To review the insurance currently held by the Owners Corporation

Underwriter	CHU Insurance
Policy Number	HU0006054859
Insured	Owners Corporation Plan 724878P
Due Date	<b>28<sup>th</sup> October 2025</b> at 4:00pm
Situation	3-7 Claremont Street South Yarra
Sums Insured	\$137,945
Common Contents	\$1,159,541.00
Public Liability	\$30,000,000.00
Fidelity Guarantee	\$250,000.00
Office Bearers Legal Liability	\$5,000,000.00
Machinery Breakdown	\$100,000.00
Government Audit Costs	\$25,000.00
Legal Defence Expenses	\$50,000.00

Motion Moved: Lot 2R

Motion Seconded: Lot 1902

The Returning Officer declared the motion carried and no further questions were tabled.

It was noted that Richard would organise a new valuation (quote) for the committees review and approval.

#### **NOTE TO LOT OWNERS:**

Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings including carpets, curtains, blinds, and light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the title area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place. It is noted that for all insurance claims made on the policy the claimant pays the excess.



#### **GENERAL ADVICE WARNING**

This advice may not be suitable for you because it is general advice.

We recommend that you refer to the Product Disclosure Statement provided in order to make your own assessment on whether the product satisfies your needs and objectives.

If you require personal advice regarding your cover or sums insured, please contact Whitbread Insurance Brokers on 1300 424 627.

#### **INSURANCE DECLARATION**

In accordance with the provisions of the current legislation, we confirm that Honan Insurance Brokers share the fee they receive from the underwriter with Verticali Pty Ltd as a charge for services relating to the referral of business and the assistance in the management of insurance claims, management of the insurance policy, issuance of certificate of currencies and general insurance negotiations on behalf of owners. It is to be noted that the underwriter confirms the annual insurance premium is not reduced in the event the fee is removed. Richard noted that the insurance certificate of currency and other key OC documents including OC rules and minutes can be viewed on the owners portal and that owners can get access to the portal upon request to the OC Manager.

### **9. ELECTIONS AND APPOINTMENTS**

#### **(a) Committee of Management**

Mr Richard Dennis tabled the following nominations for the 2025 Committee of Management:

Lot 2R	Vavet Holdings Pty Ltd
Lot 305	Rhonda Sandilands
Lot 606	Daniel Kleviansky
Lot 1005	Ray Brown
Lot 1712	Karol Vitangcol
Lot 1815	Ba Dinh Hoang
Lot 1902	Chris Morley (representing lot 1902 by proxy).

**Motion:** THAT the nominations tabled are reviewed and accepted as the 2025 Committee of management

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

#### **(b) Instrument of Delegation**

**Motion:** THAT the Committee be delegated all of the powers and functions that are delegated under S.11 of the Owners Corporation Act 2006 (except for the powers or functions that require a unanimous or special resolutions, or the power to delegate or the powers delegated to the Manager).

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

#### **c) Instrument of Delegation to the Manager**

**Motion:** THAT pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.

#### **d) Appointment of Manger**

**Motion:** THAT Verticali Pty Ltd be appointed for a further term to manage the Owners Corporation, and that the review, negotiation and execution of the Management Agreement be delegated to the Committee of Management prior to the renewal.

Motion Moved: Lot 1902

Motion Seconded: Lot 305

The Returning Officer declared the motion carried and no further questions were tabled.



## **GENERAL BUSINESS**

### **Vote of thanks to committee and building management team**

Richard tabled a vote of thanks to the committee, the OC Chairperson (Chris Morley), and the Building Manager and cleaner (Milap and Lily) noting that each of them have gone above and beyond to keep the building safe, maintained and compliant. Lot 305 seconded the vote of thanks noting that both Lily and Milap have been exceptional. Lot 1902 also tabled a vote of thanks to OC manager Richard (Verticali), Milap, Lily and the committee noting that the building.

### **Recycle chute defect - update**

Building manager Milap Amlani provided members with a summary on the chute defect noting that he is working with legal and waste chute consultants to investigate and resolve the issue. Milap noted that he / committee will provide residents with an update once further information is available.

### **Misuse of common areas**

Lot 305 noted that some residents in the building are misusing the common areas, and this includes sleeping on common couches or convening meetings/teaching on the foyer loft area which is disruptive. Richard noted that he will monitor this with Milap to ensure that this does not continue and he will breach residents where required. Lot 1902 (Chris) noted that the committee are looking into fob access upgrades which would allow the OC to restrict residents from accessing common areas if they are being abused/damaged and they will be on charged costs for this.

### **Neighbouring developments**

Milap tabled a question from a resident who wanted to know if the committee was aware of any neighbouring developments (applications) which could affect the amenity of Claremont manor. Lot 1902 (Chris) noted that he is currently not aware of any pending development applications and when there is this is raised at a committee level to see if objections can be considered.

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## **MEETING CLOSE**

Mr Richard thanked members for their attendance and declared meeting closed at **7:00 PM**.



# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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



# Due Diligence Checklist

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

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