

# Contract of Sale of Land

Property:

**Unit 502, 54 Nott Street, Port Melbourne VIC 3207**

**Melbourne Home Transfer Pty Ltd**

Suite 7C, Level 1, Cairnlea Commercial Town centre  
100 Furlong Road  
CAIRNLEA VIC 3023  
Tel: 0424 431 992  
Ref: AL:262604

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../2026

**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 ...../...../2026

**Print names(s) of person(s) signing:** MICHAEL PAUL DAVIES .....

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

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

# Particulars of Sale

## Vendor's estate agent

Name: Xynergy Reality  
Address: 158 Drummond Street, Oakleigh VIC 3166  
Email: lisa.s@xynergy.com.au Ref: Lisa Suryawan  
Tel: Mob: 0450 540 168 Fax:

## Vendor

Name: MICHAEL PAUL DAVIES  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Melbourne Home Transfer Pty Ltd  
Address: Suite 7C, Level 1, Cairnlea Commercial Town centre, 100 Furlong Road, Cairnlea VIC 3023  
Email: info@melbournehometransfer.com.au Ref: 262604  
Tel: 0424 431 992 Mob: Fax:

## Purchaser's estate agent

Name:  
Address:  
Email: Ref:  
Tel: Mob: Fax:

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email: Ref:  
Tel: Fax: DX:

## Land (general conditions 7 and 13)

The land is described in the table below –

|                                |           |            |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan    |
| Volume 10822 Folio 115         | 502       | PS 501393K |

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 502, 54 Nott Street, Port Melbourne VIC 3207

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

All fixed floor coverings, all light fittings and all blinds & curtains.

**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; and
- the 14th day after the vendor gives notice in writing to the purchaser of the issuance of the Occupancy Permit.

**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: .....

(or another lender chosen by the purchaser) .....

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

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked



# Special Conditions

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

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

## 1. Purchaser's inspection and investigation

The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- 1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
- 1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
- 1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
- 1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
- 1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

## 2. Warranty by Vendor

2.1 The Vendor gives no warranty:

- 2.1.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 2.1.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 2.1.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 2.1.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
  - 2.1.5 That the actual size, dimensions, or boundaries of the land match those shown in the plan of subdivision, title particulars, or Vendor's Statement. The Purchaser is responsible for making their own enquiries and investigations (including survey if required) regarding the land description, area, and measurements prior to entering into this Contract. The Purchaser shall not make any objection, requisition, claim for compensation, or require the Vendor to amend title or bear any costs in relation to any discrepancy or deficiency in the land size, area, or measurements.
- 2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

## 3. Claims by Purchaser

The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

- 3.1 Any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
- 3.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
- 3.3 The nature of quality and classification of the soil and subsoil of the land.
- 3.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

#### **4. Finance Approval**

If the purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

#### **5. Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request a variation to the Due Date, the Purchaser must pay the Vendor's representative \$220 at the settlement for each request.

#### **6. Adjustments**

The Purchaser is responsible for ensuring the Statement of Adjustments and all updated certificates are prepared by their representative and delivered to the Vendor's representative no later than three business days preceding the settlement date. Should there be a delay in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the contract.

#### **7. Default costs charges & expenses**

7.1 In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.

7.2 The penalty interest rate shall be 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.

7.3 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:

7.3.1 the amount of \$880.00 (inclusive of GST) to the vendor's representative being the costs of each default;

7.3.2 accommodation expenses necessarily incurred by the vendor;

7.3.3 penalties interest payable by the vendor through any delay in completion of the vendor's purchase of another property

#### **8. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

8.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

8.2 The purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

8.3 The purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

8.4 Neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

#### **9. Pool or Spa**

If the property includes a swimming pool or spa, the vendor makes no warranties or representations that the pool or spa on the property has been registered and further makes no warranties that the pool or spa has a compliant safety barrier. The purchaser has relied upon their own enquiries in relation to registration and compliance with the current building regulations and acknowledges and accepts that it shall be responsible to register if required and shall be responsible to comply and lodge a Certificate of Barrier Compliance with the relevant council at their own cost. The purchaser agrees that this Contract cannot be terminated and shall not seek any compensation and make no objection or requisition in relation to this special condition.

**10. Smoke Alarm**

The Purchaser acknowledges and accepts that the Vendor makes no warranty, representation, or guarantee as to the presence, condition, compliance, or operation of any smoke alarm(s) at the Property. It is the sole responsibility of the Purchaser, at their own cost, to ensure that any smoke alarm(s) located at the Property comply with all applicable laws, regulations, and requirements after settlement.

**11. Existing services and utilities**

The Purchaser acknowledges that the services and utilities might not be connected on the final inspection date. The Purchaser should be responsible for connecting the services and utilities and shall not make any requisition, objection or claim for compensation or delay settlement.

**12. GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

**13. GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies, requisition, objection or claim for compensation or delay 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

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

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

## **22. PEST REPORT**

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

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

### **23. ADJUSTMENTS**

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

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

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

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

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

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

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

- (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## **Transactional**

### **26. TIME & CO OPERATION**

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

### **27. SERVICE**

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

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

### **32. BREACH**

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

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

#### **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and

- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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

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

# GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... )  
 .....

in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... )  
 .....

in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# Due diligence checklist

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

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

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#### Moving to the inner city?

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

# Vendor Statement

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

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

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

|             |   |
|-------------|---|
| <b>Land</b> | UNIT 502, 54 NOTT STREET, PORT MELBOURNE VIC 3207 |
|-------------|---|

|                    |                     |      |     |
|--------------------|---------------------|------|-----|
| Vendor's name      | MICHAEL PAUL DAVIES | Date | / / |
| Vendor's signature | _____               |      |     |

|                       |       |      |     |
|-----------------------|-------|------|-----|
| Purchaser's name      |       | Date | / / |
| Purchaser's signature | _____ |      |     |
| Purchaser's name      |       | Date | / / |
| Purchaser's signature | _____ |      |     |

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$6,000.00 Plus  
Owner Corporation  
Levies

## 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

|        |    |  |
|--------|----|--|
| \$0.00 | To |  |
|--------|----|--|

|  |
|--|
| Other particulars (including dates and times of payments): |
|--|

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

**3.1 Easements, Covenants or Other Similar Restrictions**

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
  - Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:  
To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

- Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Not Applicable

**4.2 Agricultural Chemicals**

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

|     |
|-----|
| NIL |
|-----|

**4.3 Compulsory Acquisition**

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

|     |
|-----|
| NIL |
|-----|

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

- 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.

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

- 9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.  
(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

|  |
|--|
|  |
|--|

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(04/10/2016)

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

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

VOLUME 10822 FOLIO 115

Security no : 124131865879C  
Produced 04/02/2026 12:22 PM

LAND DESCRIPTION

Lot 502 on Plan of Subdivision 501393K.

PARENT TITLES :

Volume 02770 Folio 880            Volume 04887 Folio 380            Volume 05167 Folio 332  
Volume 10233 Folio 107

Created by instrument PS501393K 17/08/2004

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

MICHAEL PAUL DAVIES of 38 HANCOCK DRIVE FERNTREE GULLY VIC 3156  
AD173247X 12/10/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ861926N 17/08/2012  
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS501393K 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 502 54 NOTT STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control        16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS501393K

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS501393K</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>14</b>               |
| Document Assembled                              | <b>04/02/2026 12:23</b> |

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|   |           |                                 |                                  |
|---|-----------|---------------------------------|----------------------------------|
| <b>SUBDIVISION ACT 1988</b><br><b>PLAN OF SUBDIVISION</b> | STAGE No. | LR USE ONLY<br><b>EDITION 3</b> | PLAN NUMBER<br><b>PS 501393K</b> |
|---|-----------|---------------------------------|----------------------------------|

**LOCATION OF LAND**

PARISH: MELBOURNE SOUTH  
CITY OF PORT MELBOURNE

TOWNSHIP: -----

SECTION: 4

CROWN ALLOTMENT: 5 (PART) AND 6 (PART)

CROWN PORTION: -----

TITLE REFERENCES: VOL.2770 FOL.880, VOL.10233 FOL.107  
VOL.5167 FOL.332, VOL.4887 FOL.380

LAST PLAN REFERENCE: BP 1858R

POSTAL ADDRESS: 54-60 NOTT STREET  
(at time of subdivision) PORT MELBOURNE 3207

AMG CO-ORDINATES: E 318 540 ZONE: 55  
(of approximate centre of land in plan) N 5 809 660

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME : CITY OF PORT PHILLIP REF : 26/2004

~~1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.~~

2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.  
DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 1 / 7 / 2004

~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

**OPEN SPACE**

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

-----  
COUNCIL DELEGATE  
-----  
COUNCIL SEAL  
-----  
DATE / /

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988

COUNCIL DELEGATE  
-----  
COUNCIL SEAL  
-----  
DATE 21/7/2004

| VESTING OF ROADS OR RESERVES |                         |
|------------------------------|-------------------------|
| IDENTIFIER                   | COUNCIL / BODY / PERSON |
| NIL                          | NIL                     |

**NOTATIONS**

**DEPTH LIMITATION:** DOES NOT APPLY

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 101-105 (BOTH INCLUSIVE), 201-216 (BOTH INCLUSIVE), 301-316 (BOTH INCLUSIVE), 401-416 (BOTH INCLUSIVE), 501-516 (BOTH INCLUSIVE) AND 601-616 (BOTH INCLUSIVE)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
MEDIAN OF WALLS, FLOORS AND CEILINGS

**STAGING** THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

**SURVEY** THIS PLAN IS BASED ON SURVEY IN BP 1858R

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . -----  
IN PROCLAIMED SURVEY AREA No. -----

**EASEMENT INFORMATION**

**LEGEND:** A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

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

| EASEMENT REFERENCE | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED /IN FAVOUR OF |
|--------------------|---------|----------------|--------|------------------------------|
|                    |         |                |        |                              |

**LR USE ONLY**

STATEMENT OF COMPLIANCE/  
EXEMPTION STATEMENT


RECEIVED

DATE 13/8/04

**LR USE ONLY**  
PLAN REGISTERED  
TIME 8:18 am  
DATE 17/08/2004

.....*G.V.*.....  
ASSISTANT REGISTRAR OF TITLES

DATE 21/7/04

|  |   |   |
|--|---|---|
|  <p>Reeds Consulting Pty Ltd 221 17 201 093 019<br/>21 Bourville Street Carlton 3053<br/>phone (03) 9349 4277 fax (03) 9362 2766<br/>e-mail survey@reedscon.com.au<br/>Copyright © Reeds Consulting Pty Ltd<br/>All Rights Reserved 2001</p> | <p>LICENSED SURVEYOR (PRINT) .....ALAN.DAVID.NORMAN.....</p> <p>SIGNATURE ..... DATE 14/7/04</p> <p>REF: 20153/PS VERSION: L DATE: 08/07/04 1PS1L.DGN</p> | <p>COUNCIL DELEGATE SIGNATURE</p> <p>SHEET 1 OF 13 SHEETS</p> <p>ORIGINAL SHEET SIZE A3</p> |
|--|---|---|

SUBDIVISION ACT 1988

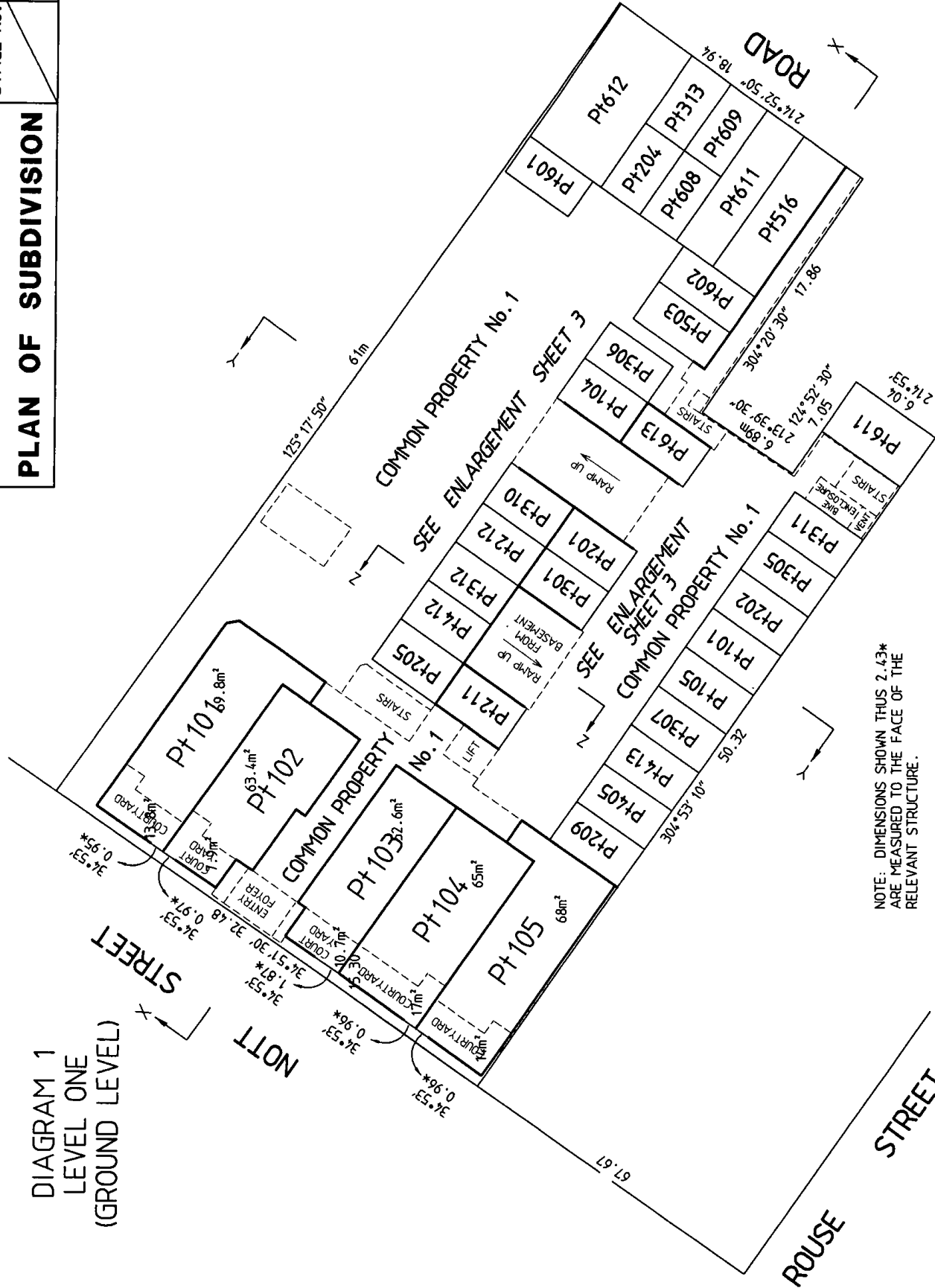
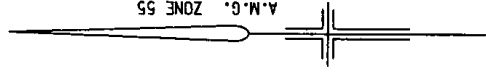
STAGE No.

PLAN NUMBER

**PLAN OF SUBDIVISION**

**PS 501393K**

**DIAGRAM 1  
LEVEL ONE  
(GROUND LEVEL)**



NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

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SCALE  
 5 0 5 10  
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE  
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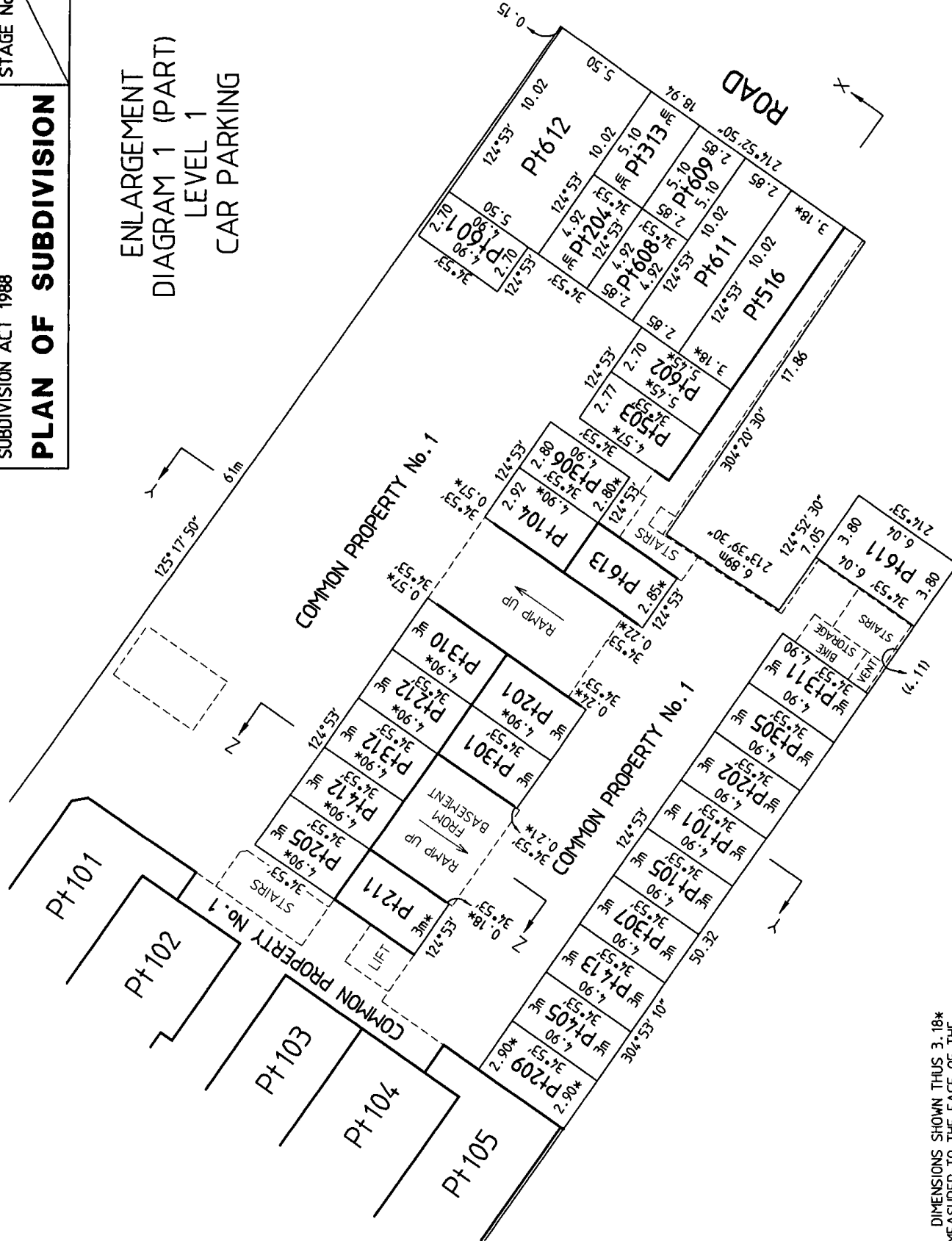
LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN  
 SIGNATURE DATE 14/7/04  
 REF: 20153/PS VERSION: L DATE: 08/07/04 1PS2L.DGN

SHEET 2 OF 13 SHEETS  
 DATE 21/7/04  
 COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

ENLARGEMENT  
DIAGRAM 1 (PART)  
LEVEL 1  
CAR PARKING

A.N.G. ZONE 55



NOTE: DIMENSIONS SHOWN THUS 3.18\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

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SCALE  
2 0 2 4 6 8  
LENGTHS ARE IN METRES

| ORIGINAL SCALE | SHEET SIZE |
|----------------|------------|
| 1:200          | A3         |

LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN  
SIGNATURE  
DATE 14/7/04  
VERSION: L DATE: 08/07/04  
REF: 20153/PS  
IPSL.DGN





SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
 STAGE No. \_\_\_\_\_ PLAN NUMBER  
**PS 501393K**

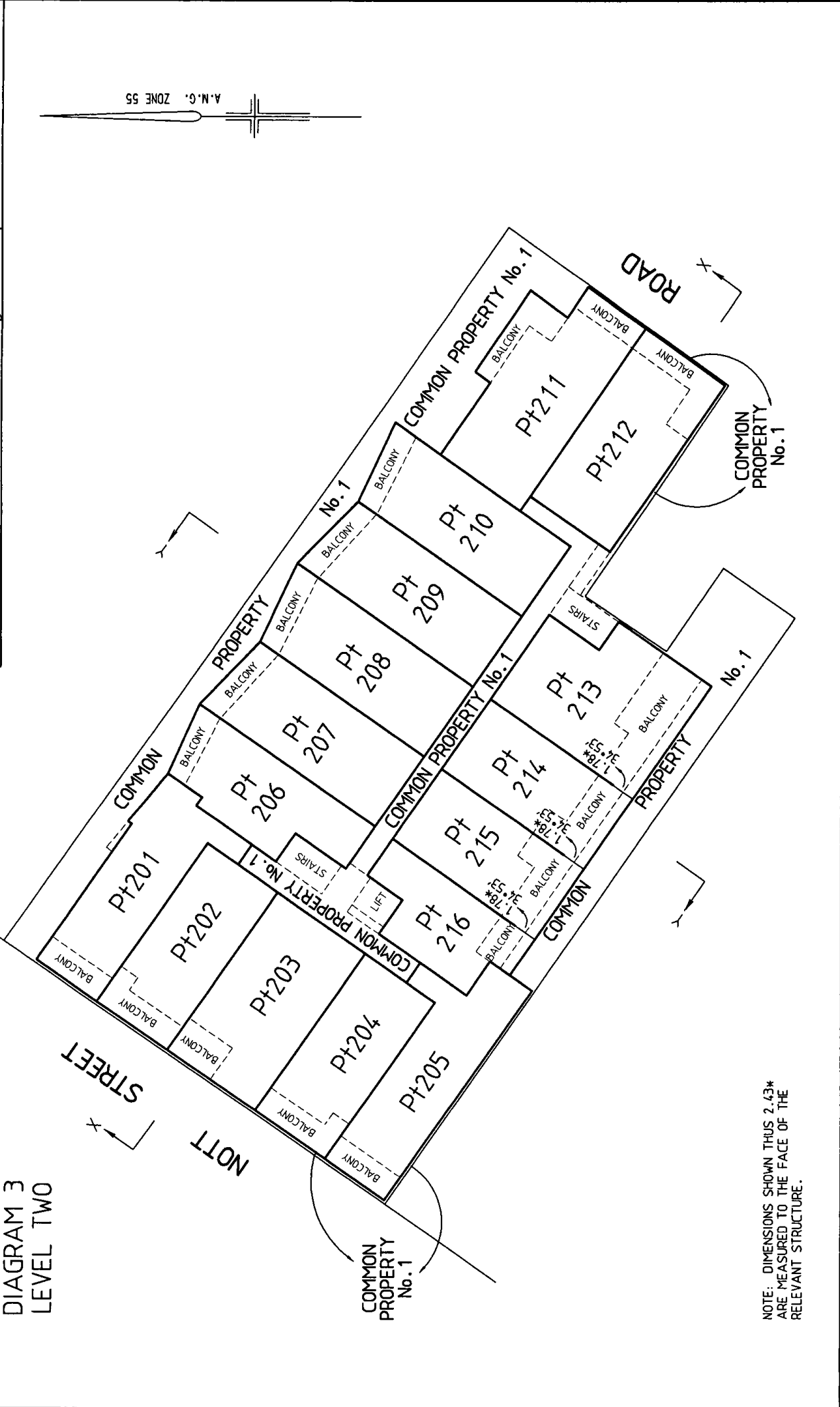
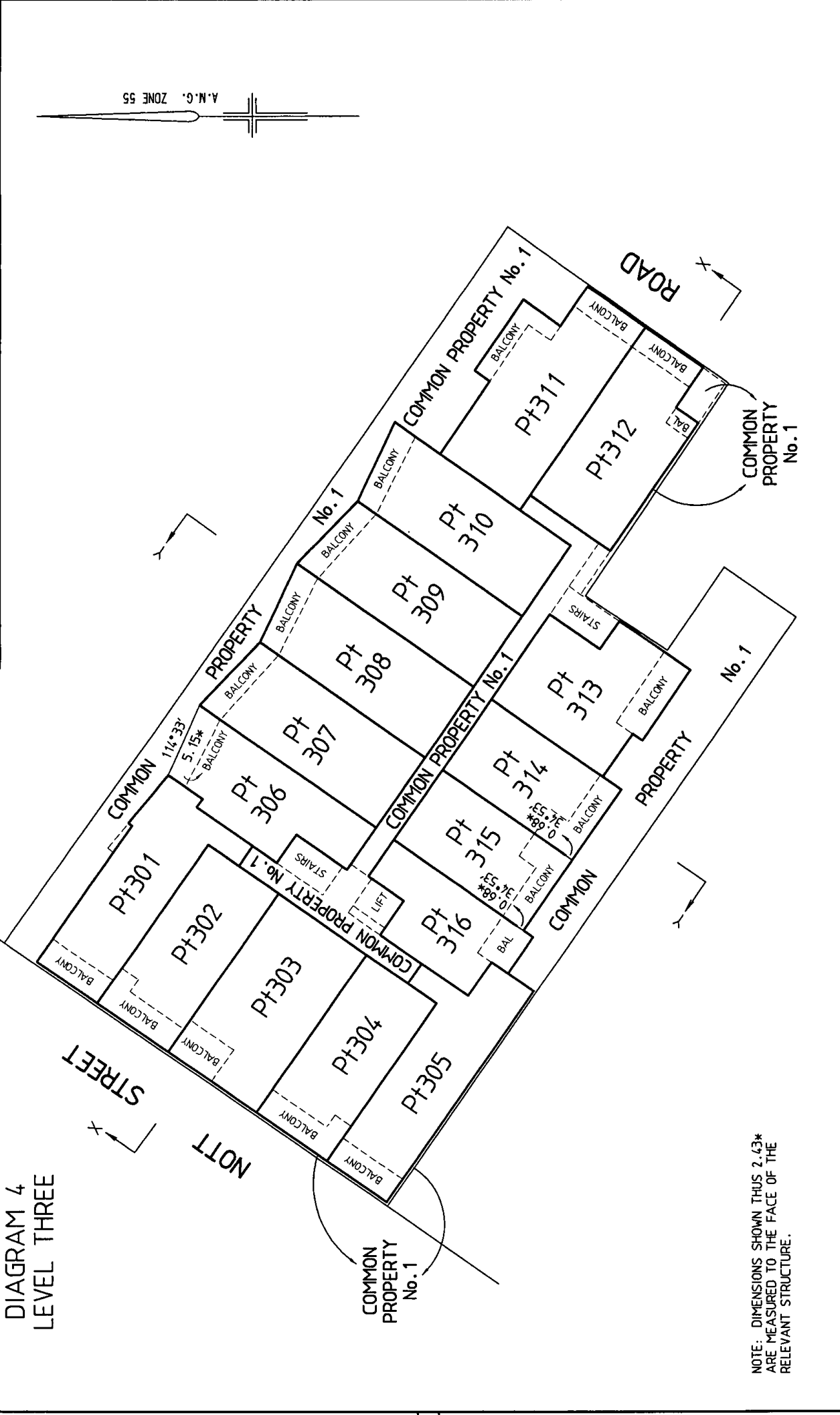


DIAGRAM 3  
 LEVEL TWO

NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

|  |   |   |  |
|--|---|---|--|
| <br>Registered Professional Engineer<br>No. 12345<br>21 Bourke Street<br>Carlton 3053<br>phone (03) 9349 4277 fax (03) 9362 2766<br>e-mail survey@reeds.com.au<br>Copyright © All Rights Reserved 2011 | ORIGINAL SCALE 1:250<br>SHEET SIZE A3<br>LENGTHS ARE IN METRES<br>SCALE 0 5 10<br>5 0 5 10<br>LENGTHS ARE IN METRES   | LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN<br>SIGNATURE<br>REF: 20153/PS VERSION: L DATE: 08/07/04 IP55L.DGN | SHEET 5 OF 13 SHEETS<br>DATE 21/7/04<br>COUNCIL DELEGATE SIGNATURE |
|  | REEDS CONSULTING<br>21 Bourke Street<br>Carlton 3053<br>phone (03) 9349 4277 fax (03) 9362 2766<br>e-mail survey@reeds.com.au<br>Copyright © All Rights Reserved 2011 | 10 20 30 40 50 60 70 80 90 100mm  | ALAN DAVID NORMAN<br>DATE 14/7/04<br>DATE 21/7/04                  |

SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
 STAGE No. \_\_\_\_\_ PLAN NUMBER  
**PS 501393K**



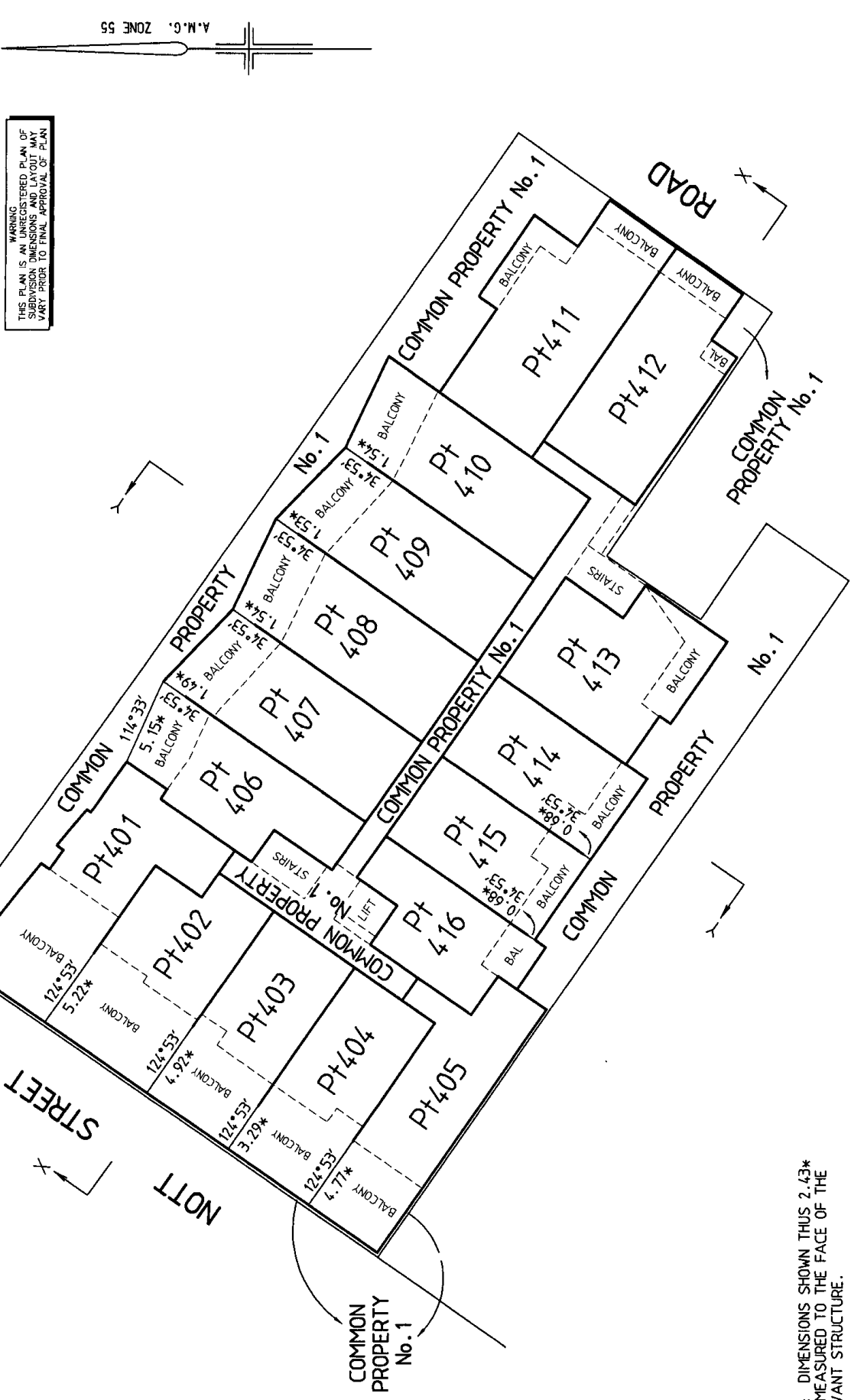
NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

|   |  |  |  |
|---|--|--|--|
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|   | SCALE 0 5 10<br>LENGTHS ARE IN METRES                          |  |  |

0 10 20 30 40 50 60 70 80 90 100mm

SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
 STAGE No. \_\_\_\_\_ PLAN NUMBER  
**PS 501393K**

DIAGRAM 5  
 LEVEL FOUR

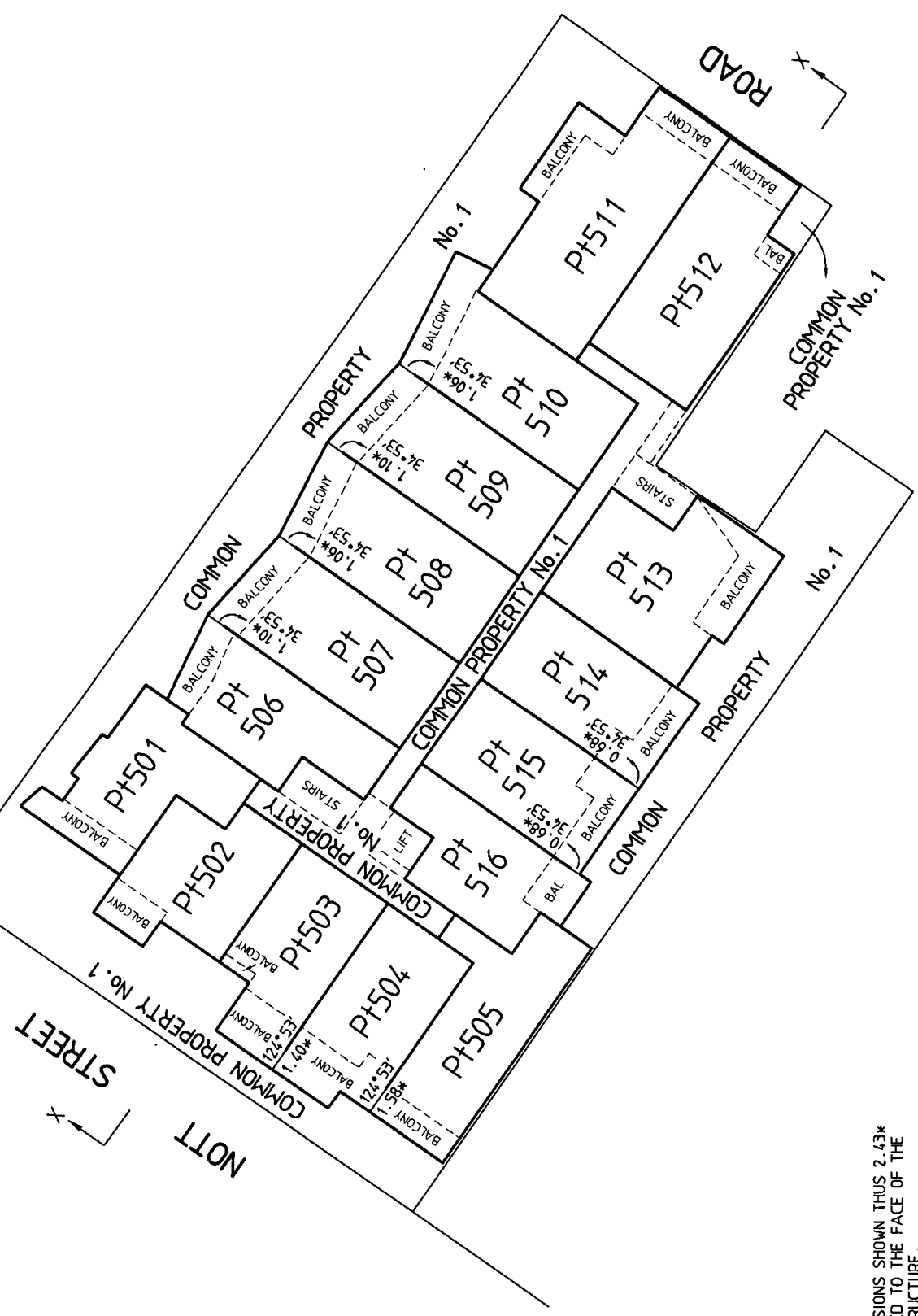
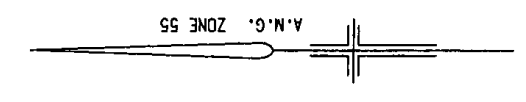


NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

|   |  |  |  |
|---|--|--|--|
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|   | SCALE<br>0 5 10<br>LENGTHS ARE IN METRES | REEDS CONSULTING   | DATE 14/7/04<br>COUNCIL DELEGATE SIGNATURE |

SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
 STAGE No. \_\_\_\_\_ PLAN NUMBER  
**PS 501393K**

DIAGRAM 6  
 LEVEL FIVE



NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

|  |  |                                |   |   |  |
|--|--|--------------------------------|---|---|--|
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|--|--|--------------------------------|---|---|--|



SUBDIVISION ACT 1988

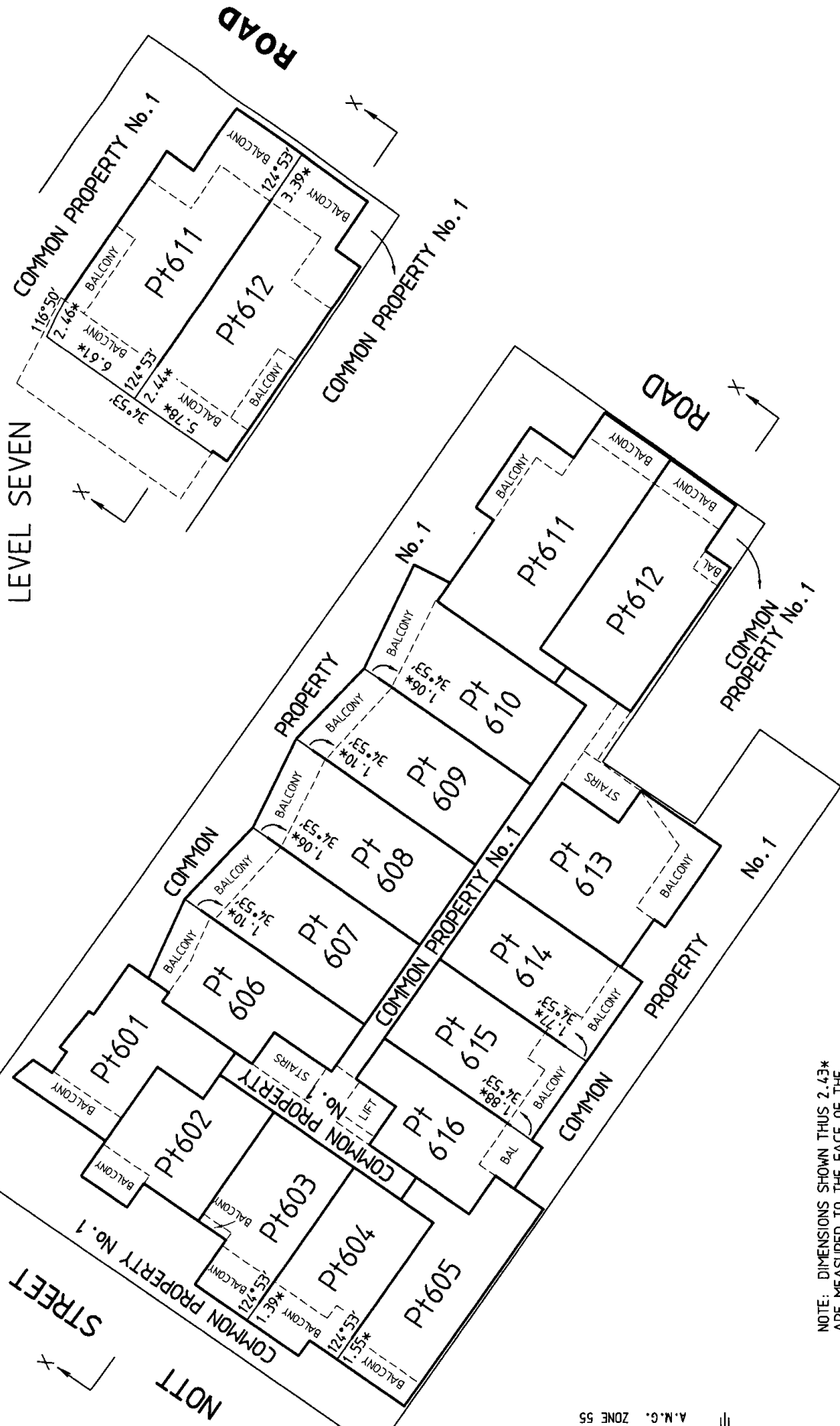
STAGE No.

PLAN NUMBER  
**PS 501393K**

**PLAN OF SUBDIVISION**

DIAGRAM 7  
LEVEL SIX

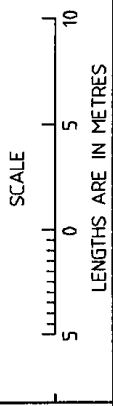
DIAGRAM 8  
LEVEL SEVEN



NOTE: DIMENSIONS SHOWN THUS 2.43\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

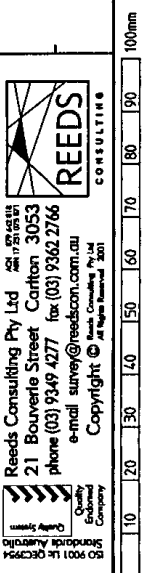


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ORIGINAL SCALE 1:250  
 SHEET SIZE A3

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 SHEET 9 OF 13 SHEETS  
 DATE 21/7/04  
 COUNCIL DELEGATE SIGNATURE







SUBDIVISION ACT 1988  
**PLAN OF SUBDIVISION**  
 STAGE No. / PLAN NUMBER  
**PS 501393K**

LEVEL TWO  
 LOT Pt215  
 DIAGRAM 3 SHEET 5

LEVEL TWO  
 LOT Pt207  
 DIAGRAM 3 SHEET 5

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

LEVEL ONE

LEVEL ONE  
 LOTS Pt312, Pt412  
 DIAGRAM 1 SHEET 2

BASEMENT LEVEL  
 LOTS Pt401, Pt406  
 DIAGRAM 2 SHEET 4

BASEMENT LEVEL

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

NOTE: DIMENSIONS SHOWN THUS 2\* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

**CROSS SECTION Z-Z**

NOT TO SCALE



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SCALE  
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ORIGINAL SCALE SIZE  
 A3

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 SIGNATURE DATE 14/7/04  
 REF: 20153/PS VERSION: L DATE: 08/07/04 1PS12L.DGN

SHEET 12 OF 13 SHEETS  
 DATE 21/7/04  
 COUNCIL DELEGATE SIGNATURE



PS501393K

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT





# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 04/02/2026 12:23:16 PM

**OWNERS CORPORATION 1  
PLAN NO. PS501393K**

The land in PS501393K is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 105, 201 - 216, 301 - 316, 401 - 416, 501 - 516, 601 - 616.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

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

AY886006N 20/02/2025

### 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. AD442173D 05/08/2005

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Lot 101           | 128         | 128       |
| Lot 102           | 114         | 114       |
| Lot 103           | 100         | 100       |
| Lot 104           | 121         | 121       |
| Lot 105           | 129         | 129       |
| Lot 201           | 138         | 138       |



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 04/02/2026 12:23:16 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS501393K**

### Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 202     | 128         | 128       |
| Lot 203     | 161         | 161       |
| Lot 204     | 119         | 119       |
| Lot 205     | 148         | 148       |
| Lot 206     | 114         | 114       |
| Lot 207     | 138         | 138       |
| Lot 208     | 138         | 138       |
| Lot 209     | 138         | 138       |
| Lot 210     | 127         | 127       |
| Lot 211     | 162         | 162       |
| Lot 212     | 144         | 144       |
| Lot 213     | 189         | 189       |
| Lot 214     | 126         | 126       |
| Lot 215     | 126         | 126       |
| Lot 216     | 102         | 102       |
| Lot 301     | 138         | 138       |
| Lot 302     | 128         | 128       |
| Lot 303     | 172         | 172       |
| Lot 304     | 128         | 128       |
| Lot 305     | 148         | 148       |
| Lot 306     | 114         | 114       |
| Lot 307     | 138         | 138       |
| Lot 308     | 138         | 138       |
| Lot 309     | 138         | 138       |
| Lot 310     | 139         | 139       |
| Lot 311     | 162         | 162       |
| Lot 312     | 144         | 144       |
| Lot 313     | 124         | 124       |
| Lot 314     | 97          | 97        |



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 04/02/2026 12:23:16 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS501393K**

### Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 315     | 97          | 97        |
| Lot 316     | 90          | 90        |
| Lot 401     | 113         | 113       |
| Lot 402     | 95          | 95        |
| Lot 403     | 96          | 96        |
| Lot 404     | 99          | 99        |
| Lot 405     | 124         | 124       |
| Lot 406     | 111         | 111       |
| Lot 407     | 136         | 136       |
| Lot 408     | 136         | 136       |
| Lot 409     | 136         | 136       |
| Lot 410     | 137         | 137       |
| Lot 411     | 162         | 162       |
| Lot 412     | 144         | 144       |
| Lot 413     | 124         | 124       |
| Lot 414     | 97          | 97        |
| Lot 415     | 97          | 97        |
| Lot 416     | 90          | 90        |
| Lot 501     | 113         | 113       |
| Lot 502     | 95          | 95        |
| Lot 503     | 96          | 96        |
| Lot 504     | 99          | 99        |
| Lot 505     | 124         | 124       |
| Lot 506     | 98          | 98        |
| Lot 507     | 133         | 133       |
| Lot 508     | 132         | 132       |
| Lot 509     | 132         | 132       |
| Lot 510     | 134         | 134       |
| Lot 511     | 161         | 161       |



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 04/02/2026 12:23:16 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS501393K**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement     | Liability       |
|--------------|-----------------|-----------------|
| Lot 512      | 144             | 144             |
| Lot 513      | 124             | 124             |
| Lot 514      | 97              | 97              |
| Lot 515      | 97              | 97              |
| Lot 516      | 98              | 98              |
| Lot 601      | 113             | 113             |
| Lot 602      | 95              | 95              |
| Lot 603      | 96              | 96              |
| Lot 604      | 99              | 99              |
| Lot 605      | 135             | 135             |
| Lot 606      | 98              | 98              |
| Lot 607      | 133             | 133             |
| Lot 608      | 132             | 132             |
| Lot 609      | 132             | 132             |
| Lot 610      | 134             | 134             |
| Lot 611      | 331             | 331             |
| Lot 612      | 308             | 308             |
| Lot 613      | 124             | 124             |
| Lot 614      | 97              | 97              |
| Lot 615      | 97              | 97              |
| Lot 616      | 90              | 90              |
| <b>Total</b> | <b>10873.00</b> | <b>10873.00</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 DETAILS

Address: **502/54 NOTT STREET PORT MELBOURNE 3207**  
 Lot and Plan Number: **Lot 502 PS501393**  
 Standard Parcel Identifier (SPI): **502\PS501393**  
 Local Government Area (Council): **PORT PHILLIP**  
 Council Property Number: **236388**  
 Planning Scheme: **Port Phillip**  
 Directory Reference: **Melway 2J D6**

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

[Planning Scheme - Port Phillip](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **ALBERT PARK**  
**OTHER**  
 Registered Aboriginal Party: **Bunurong Land Council**  
**Aboriginal Corporation**  
**Fire Rescue Victoria**  
 Fire Authority:

[View location in VicPlan](#)

## Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

## Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



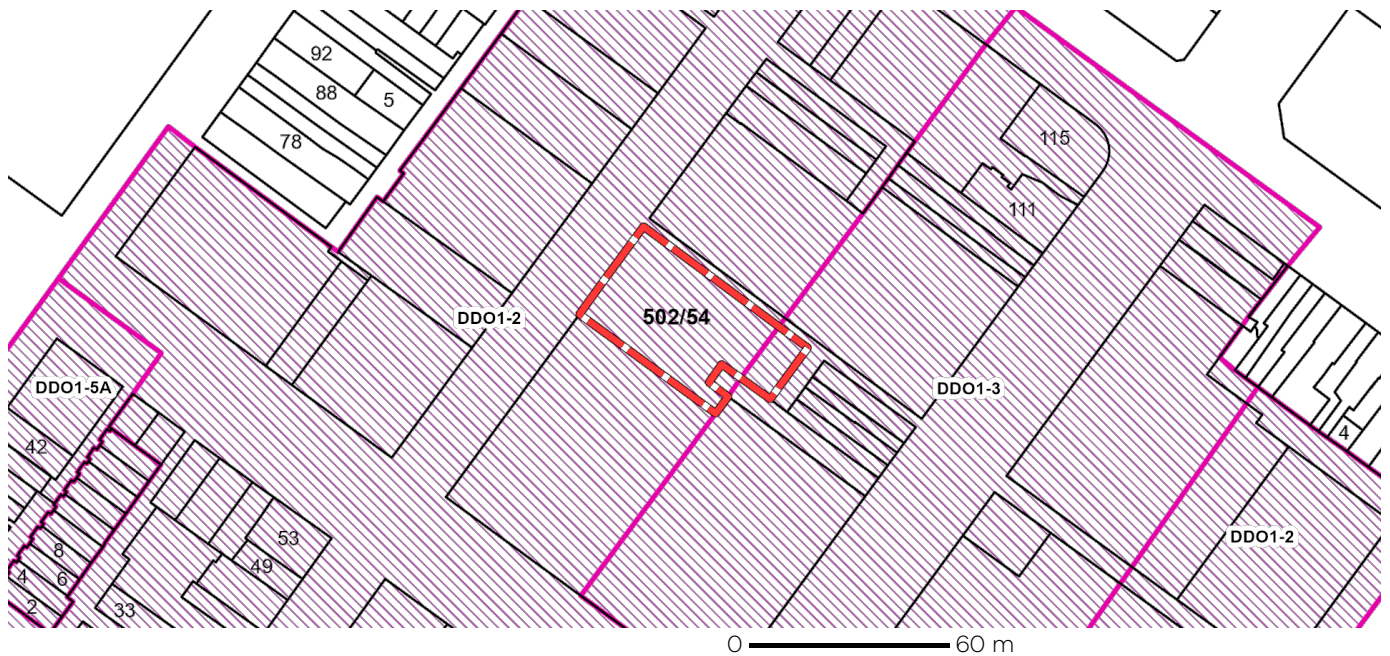
**DCPO - Development Contributions Plan Overlay**

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

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-2 \(DDO1-2\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-3 \(DDO1-3\)](#)

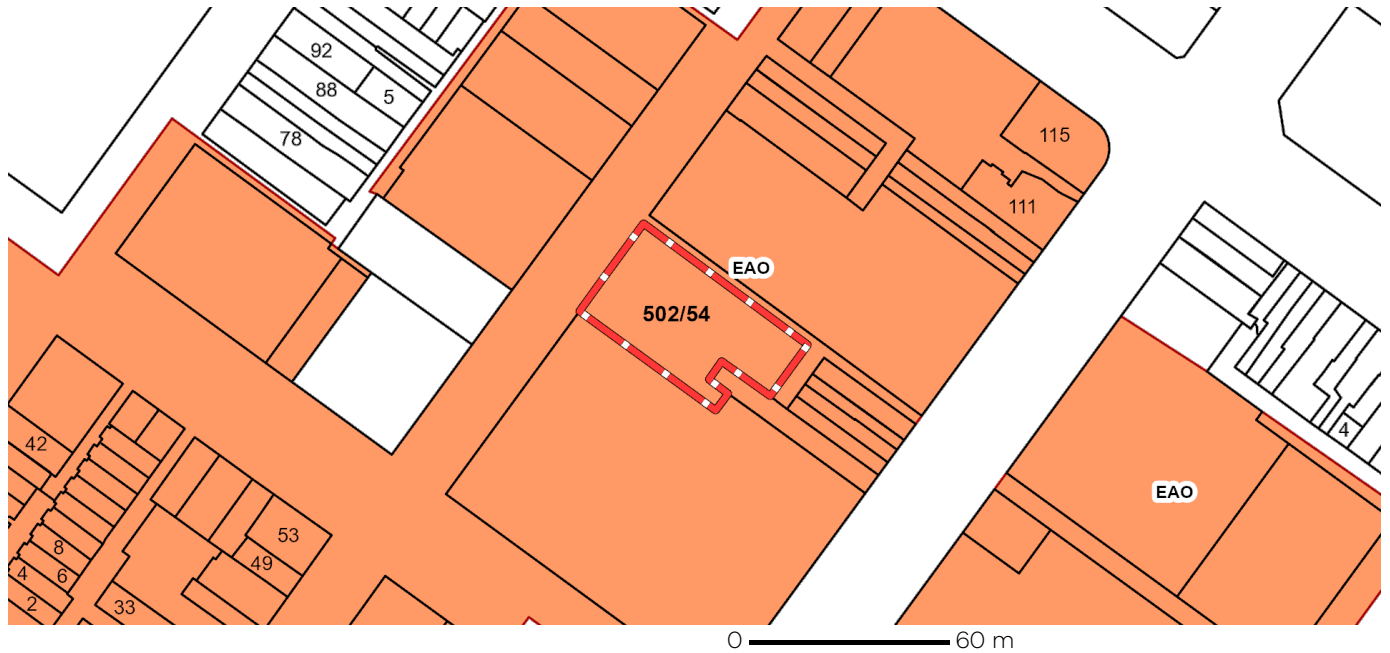


**DDO - Design and Development Overlay**

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

## Planning Overlays

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



**EAO - Environmental Audit Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO)



**HO - Heritage Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

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

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

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

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Created at 04 February 2026 12:23 PM

## PROPERTY DETAILS

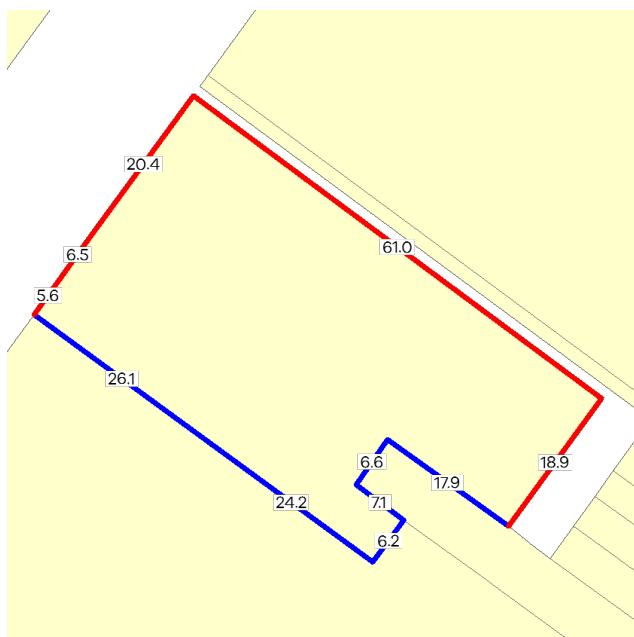
Address: **502/54 NOTT STREET PORT MELBOURNE 3207**  
Lot and Plan Number: **Lot 502 PS501393**  
Standard Parcel Identifier (SPI): **502\PS501393**  
Local Government Area (Council): **PORT PHILLIP**  
Council Property Number: **236388**  
Directory Reference: **Melway 2J D6**

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

**Note:** There are 86 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:** 1781 sq. m

**Perimeter:** 201 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: **ALBERT PARK**

## 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



Selected Property

# Rates, charges and valuation notice 2025-26

For the period 1 July 2025 to 30 June 2026

Want to go paperless?

Sign up today: [portphillip.enotices.com.au](http://portphillip.enotices.com.au)

7BBCCDB9AD



ABN 21 762 977 945



M P Davies  
38 Hancock Drive  
FERNTREE GULLY VIC 3156



028  
1003739  
DLX1\_8929

## Property details

502/54 NOTT STREET PORT MELBOURNE VIC 3207

Legal description Lot 502 PS501393K V10822 F115

Owner/Ratepayer Michael Paul Davies

|                     |            |                        |            |                  |           |
|---------------------|------------|------------------------|------------|------------------|-----------|
| Site value          | \$80,000   | Capital improved value | \$370,000  | Net annual value | \$18,500  |
| Level of value date | 01/01/2025 | Effective date         | 01/07/2025 | Ward             | PORT MELB |

## Details of account

AVPCC: 125.3:OYO Subdivided Flat

|  |          |
|--|----------|
| Residential Rate (Rate on CIV .001796) | \$664.50 |
| Default Waste Charge                   | \$230.30 |
| Private Waste Collection Rebate        | -\$89.00 |

## Emergency Services & Volunteers Fund (ESVF) - Collected on behalf of State Government

|  |          |
|--|----------|
| ESVF - Residential (Rate on CIV .000173 + \$136) | \$200.00 |
|--|----------|

Any payments made after 13/08/2025 will not be shown on this notice.

Total **\$1,005.80**

Assessment number **236388**

Date of issue **19/08/2025**

TAX INVOICE (no GST included)

Paying your rates

**Arrears due immediately**  
unless an agreement is in place.

**\$0.00**

### 1 Paying in full

Excludes any arrears amount above.

|                   |                   |
|-------------------|-------------------|
| Due date          | Amount due        |
| <b>15/02/2026</b> | <b>\$1,005.80</b> |

### 2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2025 will be accepted as part payment towards the in full amount due 15 February 2026.

1st instalment 30 September 2025 **\$252.80**

2nd instalment 30 November 2025 **\$251.00**

3rd instalment 28 February 2026 **\$251.00**

4th instalment 31 May 2026 **\$251.00**

### 3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

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

*paid 15/01/2026*  
*Rec N411565227186*

|                   |        |                  |  |          |            |            |          |
|-------------------|--------|------------------|--|----------|------------|------------|----------|
| Assessment number | 236388 | Property address | 502/54 NOTT STREET PORT MELBOURNE VIC 3207 | Due date | 30/09/2025 | Amount due | \$252.80 |
|-------------------|--------|------------------|--|----------|------------|------------|----------|

## BPAY



**Billers Code: 356899**  
**Ref: 2028 2945 2363 888**

Telephone & Internet Banking – BPAY®  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)  
© Registered to BPAY Pty Ltd ABN 69 079 137 519

## ONLINE



[portphillip.vic.gov.au/pay-rates](http://portphillip.vic.gov.au/pay-rates)  
**Ref: 2028 2945 2363 888**

View your account and pay by credit card or request to pay by direct debit.

## PHONE



**Billers Code: 356899**  
**Ref: 2028 2945 2363 888**

**1300 276 468**

## IN PERSON



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



\*3178 202829452363888

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



704807-001 008782(18125) R H1H2  
MICHAEL P DAVIES  
38 HANCOCK DR  
FERNTREE GULLY VIC 3156

|                                 |                          |
|---------------------------------|--------------------------|
| <b>Account number:</b> 15175685 |                          |
| <b>Date due:</b> 22 August 2025 |                          |
| <b>Last bill</b>                | <b>Payments received</b> |
| \$172.90                        | – \$172.90cr             |
| <b>Balance</b>                  | <b>Current charges</b>   |
| \$0.00                          | + \$176.05               |
|                                 | <b>Total due</b>         |
|                                 | \$176.05                 |

## Your account breakdown

|  |   |
|--|---|
| <b>Issue date</b>                          | 05 August 2025  |
| <b>Property</b>                            | Unit 502 54-60 Nott Street<br>PORT MELBOURNE VIC 3207 |
| <b>Property reference</b>                  | 09B//03683/00344                                      |
| <b>Last bill</b>                           | \$172.90  |
| <b>Payment received</b>                    | \$172.90cr  |
| <b>Balance brought forward</b>             | \$0.00  |
| <b>Our charges (no GST)</b>                | \$122.38  |
| <b>Other authorities' charges (no GST)</b> | \$53.70   |
| <b>Total due</b>                           | \$176.05  |

## Your snapshot

|                           |        |
|---------------------------|--------|
| <b>Average daily cost</b> | \$1.34 |
|---------------------------|--------|

### Important note:

Prices have changed as of 1 July 2025. See what your bill pays for at southeastwater.com.au/2526prices

*paid 3/19/2025  
Rec N° N290459906842*

## Payment options

- DD Direct debit**  
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**  
Billcode: 24208 Ref: 10015175 6800 005
- Credit card**  
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 15175685  
Account name: South East Water Corporation
- Post Billpay**  
BillpayCode: 0361 Ref: 10015175 6800 005  
Call 131 816 Visit: postbillpay.com.au  
Or visit an Australia Post store.
- Centrepay**  
Go to servicesaustralia.gov.au/centrepay for more information.  
Reference number: 555 050 397J

Property ref: 09B//03683/00344  
UNIT 502 54-60 NOTT STREET  
PORT MELBOURNE VIC 3207

PN09B



\*361 100151756800005

|                        |          |
|------------------------|----------|
| <b>Total due:</b>      | \$176.05 |
| <b>Account number:</b> | 15175685 |
| <b>Date paid:</b>      |          |
| <b>Receipt number:</b> |          |

## Our charges

### Service charges

For period 01/07/25 to 30/09/25

|                              |                 |
|------------------------------|-----------------|
| Water service charge         | \$21.97         |
| Sewerage service charge      | \$100.41        |
| <b>Total service charges</b> | <b>\$122.38</b> |

**Our charges** **\$122.38**

### Other authorities' charges

|  | Charge         |
|--|----------------|
| Parks 01/07/25 to 30/09/25                         | \$22.45        |
| Waterways and Drainage charge 01/07/25 to 30/09/25 | \$31.25        |
| <b>Total other authorities</b>                     | <b>\$53.70</b> |

**Total current charges** **\$176.05**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see [southeastwater.com.au/charges2025](http://southeastwater.com.au/charges2025)

### 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](http://melbournewater.com.au). The charge is for **01/07/25 to 30/09/25**.

#### 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](http://www.parks.vic.gov.au/about-us/parks-charge). The charge is for **01/07/25 to 30/09/25**.

## 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](http://southeastwater.com.au/paymentsupport)

### 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](http://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.

## Delivering for you

142 billion litres of drinking water delivered,  
148 billion litres of sewage removed.

See what else your bill pays for at  
[southeastwater.com.au/resprices26](http://southeastwater.com.au/resprices26)



### South East Water Corporation

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

# 2024 Land Tax Assessment Notice



7056811042011000437

028

MR MICHAEL PAUL DAVIES

CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US **040797559**

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR **77923255**

ISSUE DATE **7 JUN 2024**

TOTAL PAYABLE **\$1,710.00**

INTEREST IS CHARGED ON LATE PAYMENTS

## TWO WAYS TO PAY

### 1 IN FULL

PAY BY **18 OCT 2024**

See payment methods listed at the bottom of your assessment.

### 2 INSTALMENTS

SET UP BY **5 JUL 2024**

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL  
INSTALMENTS

MONTHLY  
INSTALMENTS

FORTNIGHTLY  
INSTALMENTS



[sro.vic.gov.au/autopay](https://sro.vic.gov.au/autopay)

## COVID Debt Repayment Plan

A temporary land tax surcharge applies from the 2024 land tax year.

[sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

Paul Broderick  
Commissioner of State Revenue

*PAID*  
*2024 CHARGE PAID 2025 FINANCIAL YEAR*  
*N300245877258*

## PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249  
REF: 77923255

Telephone and internet banking  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
[bpay.com.au](https://bpay.com.au)

CARD



Customer No: 040797559  
REF: 77923255

Visa or Mastercard only  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
[sro.vic.gov.au/paylandtax](https://sro.vic.gov.au/paylandtax)

AUSTRALIA POST



Post  
Billpay

**\$1,710.00**

Pay in-store  
Take this notice to any Australia Post.  
State Revenue Office (VIC) payment



\*382 400 0077923255 9

# Summary of assessment

Assessment number: 77923255

Period of assessment: 1 January 2024 to 31 December 2024

Land tax applies to land you owned on 31 December 2023.

## 2024 calculation

|                                |                   |
|--------------------------------|-------------------|
| Total taxable value            | \$420,000.00      |
| Total calculation of land tax* | \$1,710.00        |
| <b>2024 tax payable</b>        | <b>\$1,710.00</b> |

For land tax rates, visit [sro.vic.gov.au/landtaxrate](https://sro.vic.gov.au/landtaxrate)

\*Land tax rates have increased this year as part of the Victorian Government's *COVID Debt Repayment Plan*.

Go to [sro.vic.gov.au/repaymentplan](https://sro.vic.gov.au/repaymentplan)

## CURRENT LAND TAX RATES

| YOUR total taxable value<br>(refer Statement of lands) | YOUR land tax payable calculation<br>rate (refer blue row highlighted below) |
|--|--|
| < \$50,000   | Nil  |
| \$50,000 to < \$100,000                                | \$500  |
| \$100,000 to < \$300,000                               | \$975  |
| <b>\$300,000 to &lt; \$600,000</b>                     | <b>\$1,350 plus 0.3% of amount &gt; \$300,000</b>                            |
| \$600,000 to < \$1,000,000                             | \$2,250 plus 0.6% of amount > \$600,000                                      |
| \$1,000,000 to < \$1,800,000                           | \$4,650 plus 0.9% of amount > \$1,000,000                                    |
| \$1,800,000 to < \$3,000,000                           | \$11,850 plus 1.65% of amount > \$1,800,000                                  |
| \$3,000,000 and over                                   | \$31,650 plus 2.65% of amount > \$3,000,000                                  |

## ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

[sro.vic.gov.au/landtax](https://sro.vic.gov.au/landtax)

## AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

[sro.vic.gov.au/mylandtax](https://sro.vic.gov.au/mylandtax)

## YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

### VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

[sro.vic.gov.au/valueobjection](https://sro.vic.gov.au/valueobjection)

### OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

[sro.vic.gov.au/assessment](https://sro.vic.gov.au/assessment)

## OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

## INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.



# Statement of lands for period 1 January 2024 to 31 December 2024

Assessment number: 77923255  
 Level of value date: 1 January 2023

Lands owned as at midnight 31 December 2023 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

| Item                       | Address/Municipality                                    | Land ID/References       | Single holding tax <sup>t</sup> | Proportional tax <sup>tt</sup> | Taxable value    |
|----------------------------|---|--------------------------|---------------------------------|--------------------------------|------------------|
|                            | UNIT 502, 54 NOTT ST, PORT MELBOURNE, 3207 PORT PHILLIP | 032235285<br>502 5501393 | \$500.00                        | \$325.71                       | \$80,000         |
| <b>Total taxable value</b> |   |                          |                                 |                                | <b>\$420,000</b> |

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment)

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

<sup>t</sup>SINGLE HOLDING TAX

This is the amount of tax you would pay on the one property.

<sup>tt</sup>PROPORTIONAL TAX

This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.



03/02/2026

Michael Davies  
38 Hancock Drive  
FERNTREE GULLY VIC 3156

**Re: Owners Corporation Certificate - Loongana Lot 502, 54-60 Nott Street, PORT MELBOURNE VIC 3207**

In response to your application, we now attach an Owners Corporation Certificate for Lot 502 on Plan of Subdivision 501393K OC1 dated 03/02/2026. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

- (a) A copy of the Owners Corporation Rules
- (b) A statement of advice, which provides advice and information to prospective purchasers and lot owners
- (c) A copy of all resolutions made at the last Annual General Meeting (AGM minutes).
- (d) A copy of the Certificate of Currency

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email [info@bluestoneocm.com.au](mailto:info@bluestoneocm.com.au) to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,



**Sim Firms**  
Owners Corporation Manager  
Bluestone OCM Pty Ltd

# Owners Corporation Certificate

*Owners Corporations Act 2006 Section 151 and Owners Corporations Regulations 2018 Regulation 16*

|  |   |
|--|---|
| Plan of Subdivision  | PS 501393K OC1  |
| Address of Property  | Loongana - 54-60 Nott Street, PORT MELBOURNE VIC 3207 |
| This certificate is issued for Lot                             | 502   |
| Postal address   | Level 3, 312 St Kilda Road, Melbourne VIC 3004.       |
| Vendor   | Mr Michael Davies                                     |
| Applicant  | Michael Davies  |
| Address for delivery of certificate                            | mikelpd@hotmail.com                                   |
| Date application was received                                  | 23 <sup>rd</sup> January 2026                         |
| Reference  | -   |
| <b>This certificate is issued for Lot 502 - PS 501393K OC1</b> |   |

**IMPORTANT:** The information in this certificate is issued on **03/02/2026**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The fees for the above lot are **\$3,865.60** per annum, for the year commencing **01/10/2024** paid Quarterly. Please see the breakdown below.

| Due Date                   | 01/10/2024            | 01/01/2025            | 01/04/2025 | 01/07/2025 |
|----------------------------|-----------------------|-----------------------|------------|------------|
| <b>Administration Fund</b> | \$966.40              | \$966.40              | \$696.31   | \$696.31   |
| <b>Maintenance Fund</b>    | Included in Admin fee | Included in Admin fee | \$270.09   | \$270.09   |

Please note the first quarter levies for the financial year commencing 01/10/2025 have been issued as an interim levy based on the previous years budget. The 2026 budget is currently being prepared alongside the OC Committee and will be tabled for approval at the next AGM. Any changes will be adjusted in the subsequent levy periods.

| Due Date                   | 01/10/2025 | 01/01/2026 |
|----------------------------|------------|------------|
| <b>Administration Fund</b> | \$696.31   | \$696.31   |
| <b>Maintenance Fund</b>    | \$270.09   | \$270.09   |

- 2) The fees are paid up to **31/03/2026**.
- 3) The total amount of any unpaid fees or charges for the lot are: **\$0.00**
- 4) The following special fees or levies have been struck, and the dates on which they were struck and payable are: **Nil**
- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:

**Security upgrade**

**The Owners Corporation has undertaken a major security upgrade for the premises. The Owners Corporation is further looking at security measures for the basement carparks. These costs have been accounted for via the maintenance fund. Further, a hot water service upgrade has recently been completed. The Owners Corporation requires façade works, which have also been accounted for in the maintenance fund. A foyer refurbishment/major upgrade is being considered by the Owners Corporation Committee to which a special levy may be required.**

- 6) The Owners Corporation has the following insurance cover:

**Insurance Company:** Flex Insurance  
**Policy Number:** HQ0006094056  
**Kind of Policy:** Residential Strata Insurance  
**Building Sum:** \$64,590,000  
**Public Liability:** \$30,000,000  
**Expiry date of policy:** 20/09/2026

**Please note a copy of the Certificate of Currency is included as an attachment.**

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?  
**No.**

- 8) The total funds held by the Owners Corporation as at 03/02/2026.

| Administrative Fund | Maintenance Fund | Total        |
|---------------------|------------------|--------------|
| \$114,985.99        | \$538,829.83     | \$653,815.82 |

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.
- 10) Details of all current contracts, leases, licences or agreements affecting the common property:  
**Agreements:**  
Owners Corporation Management – Bluestone OCM Pty Ltd  
Caretaking (common property) – Sharper Facility Services  
CCTV Maintenance – Brave Security  
Garage Door Maintenance – Arco Pty Ltd  
Fire Service – Red Fire  
Mechanical Ventilation Services – Cowan Air Pty Ltd  
Building Management Services - Aspex Facilities Management  
Building Management Software – BuildingLink  
**Other Agreements:**  
Access Agreement – Lot 612  
To access and maintain the common property air-conditioning plant and equipment through the private property of Lot 612.
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that has not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings. The Owners Corporation is obtaining legal advice in relation to the illegal installation of security cameras by private lot owners and legal advice regarding access via Lot 612 for air-conditioning plant and equipment.
- 14) The Owners Corporation has appointed a manager. Details are as follows:  
**Bluestone OCM Pty Ltd**  
**Registration No: 000776**  
**ABN 56 165 080 820**  
**Level 3, 312 St Kilda Road**  
**MELBOURNE VIC 3004**
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?  
**No Administrator has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.**
- 16) The following documents which are required to be included with the Owners Corporation certificate are attached:  
**The minutes of the most recent annual general meeting of the Owners Corporation**  
**A copy of the consolidated rules registered at Land Victoria**  
**A copy of the “Statement of Advice and Information for Prospective Purchasers and Lot Owners”**  
**A copy of the Certificate of Currency**
- 17) Additional Information  
No items are permitted to be stored in the car parking spaces. Any garden shed in a car parking space is not permitted and has been requested to be removed as it is an insurance risk.  
The Owners Corporation has engaged BuildCheck as project manager to facilitate works to the common property for façade repairs, commencing in September 2025.  
The Owners Corporation is considering a major security upgrade for the common property including security cameras and access devices.

This Owners Corporation Certificate was prepared by:

**Sim Firms**  
**Owners Corporation Manager**  
**Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**



**Date: 03/02/2026**



## MINUTES OF ANNUAL GENERAL MEETING Owners Corporation PS501393K

**LOONGANA APARTMENTS**  
**54-60 Nott Street, Port Melbourne, VIC 3207**



**Date:** Wednesday 11<sup>th</sup> December 2024  
**Start time:** 6.30pm  
**Finish time:** 8.30pm  
**Location:** Zoom Webinar – Online Conference



20 December 2024

### Meeting Open

Kevin Lo, Owners Corporation Manager, apologised for the delay in commencing the meeting at 6pm due to technical issues with the original zoom link. A new zoom link was then emailed to those attendees who had registered and the meeting commenced at the rescheduled time of 6.30pm.

### Meeting Recording

The meeting will be recorded for the purpose of accurate minute taking and the recording will be destroyed thereafter. The recording is the property of Bluestone OCM and does not form part of the Owners Corporation records.

### Attendance, Apologies and Proxies

#### The following members were in attendance:

|           |                                  |                  |
|-----------|----------------------------------|------------------|
| Lot 104   | Sarah Bridle                     | Entitled to vote |
| Lot 202   | Benjamin Orams                   | Entitled to vote |
| Lot 203   | Joel Chadwich & Dominique Heidel | Entitled to vote |
| Lot 204   | Verghese Chandy                  | Entitled to vote |
| Lot 305   | Fiona Paroz                      | Entitled to vote |
| Lot 307   | Ganesh Rajanaidu                 | Entitled to vote |
| Lot 308   | Shona McNeill                    | Entitled to vote |
| Lot 311   | Andrew Zigouras                  | Entitled to vote |
| Lot 405   | Trent Hawkins                    | Entitled to vote |
| Lot 408 & |                                  |                  |
| Lot 414   | David Velleley & Genevieve Frew  | Entitled to vote |
| Lot 411   | Perri Quattrociocchi             | Entitled to vote |
| Lot 413   | Claire Leech                     | Entitled to vote |
| Lot 501   | George Georgopoulos              | Entitled to vote |
| Lot 504   | Peter Sandon Lees                | Entitled to vote |
| Lot 511   | Joseph Pacillo                   | Entitled to vote |
| Lot 612   | Rima Youil                       | Entitled to vote |

#### Apologies Received:

|         |              |
|---------|--------------|
| Lot 101 | Emily Yuille |
| Lot 403 | Lee Oliver   |

#### Present by Invitation:

Kevin Lo, Owners Corporation Manager of Bluestone OCM Pty Ltd  
Florence Tsang, Owners Corporation Manager of Bluestone OCM Pty Ltd

#### Admittance of Proxies:

None.

### 1. Voting

The Owners Corporation resolved that voting for the meeting will be via show of hands and all results will be documented in the Minutes.

**Motion: Carried**

### 2. Establishment of a Quorum

Pursuant to s. 77 *Owners Corporations Act 2006*, a quorum for a general meeting is 50% of the total number of Lots or if 50% of the total number of Lots is not available the quorum is at least 50% of the lot entitlement.

The Owners Corporation acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

20% of the total number of lots were represented at the meeting.

**Motion: Carried**

**Please note:**

Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

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

Effectively this means that an interim resolution cannot be acted for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held 28 days after the notice has been given), or if the meeting is not held, until the end of the 28 day period.

**3. Appointment of Chairperson for the Meeting**

The Owners Corporation resolved to appoint Mr. Kevin Lo of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

**Motion: Carried**

**4. Previous Minutes**

The Owners Corporation resolved to accept the Minutes of the previous Annual General Meeting (FY2022) held on 11<sup>th</sup> May 2023 as a true and correct record of the meeting.

**Motion: Carried**

**5. Election of Owners Corporation Committee (*Postponed till after Item 14. 'FY 2024 Maintenance Fund Budget & Levy Contribution'*).**

The Owners Corporation, by ordinary resolution, resolved that the Committee may have more than 7 members but not more than 12 members pursuant to s. 103(1A) *Owners Corporations Act 2006*.

The Owners Corporation received the following 10 nominations:

|           |                      |
|-----------|----------------------|
| Lot 202   | Benjamin Orams       |
| Lot 203   | Dominique Heidel     |
| Lot 305   | Fiona Paroz          |
| Lot 307   | Ganesh Rajanaidu     |
| Lot 311   | Andrew Zigouras      |
| Lot 408 & |                      |
| Lot 414   | David Velleley       |
| Lot 411   | Perri Quattrociocchi |
| Lot 501   | George Georgopoulos  |
| Lot 511   | Joseph Pacillo       |
| Lot 612   | Rima Youil           |

And resolved to elect all of the 10 nominees.

**Motion: Carried**

## 6. Delegations

The Owners Corporation resolved to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006*. These powers and functions are set out in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

**Motion: Carried**

The Owners Corporation resolved to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) and s. 120 *Owners Corporations Act 2006* to enable the Manager to carry out its functions and perform duties to ensure effective operation of the Owners Corporation. These powers and functions are set out in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

**Motion: Carried**

## 7. Consideration of Reports

### **Owners Corporation Managers Report**

The Manager submitted a report pursuant to s. 126 *Owners Corporations Act 2006*. The Owners Corporation acknowledges the Manager's Report as presented.

**Motion: Carried**

### **Report on Commissions**

The Manager submitted a report on commissions received in the past 12 months and an estimate of commissions to be received in the next 12 months. (Refer to item 3. in the *Managers Report*).

The Owners Corporation acknowledges the Report on Commissions as presented.

**Motion: Carried**

### **Committee Report**

The Committee submitted a verbal report, pursuant to s. 115 *Owners Corporations Act 2006*.

The Owners Corporation acknowledged the verbal Committee Report as presented by Fiona Paroz. Summary of key points:

- . Transition from Binks to Bluestone - The committee undertook a detailed review process to transition the owners corporation management from Binks to Bluestone. This included issuing an RFQ, interviewing shortlisted providers, and ultimately appointing Bluestone on a 3-year contract.
- . Appointment of New Cleaning Contractor - the committee also appointed a new cleaning contractor, as the previous cleaners were heavily affiliated with Binks. The new cleaning contract includes additional scope and activities to be performed.
- . Maintenance Plan and Facade Works - the committee engaged a specialist to develop a capital maintenance plan for the building. This identified the need to do facade works, which will be split into two stages over approximately two years to manage the costs. Stage 1 will focus on the south and front elevations, while Stage 2 will cover the north and rear.
- . Hot Water System Review - the committee will be undertaking a review of the building's hot water system in the new year. This is to address intermittent issues affecting some lots with the hot water supply.
- . Fiona emphasized that the committee has been working hard to address these key issues and improve the management of the owners corporation.

**Motion: Carried**

### **Maintenance Plan Status Report**

The Owners Corporation submitted a report to in relation to the implementation of its approved maintenance plan pursuant to s. 39 *Owners Corporations Act 2006*.

The Owners Corporation acknowledges the Maintenance Plan Status Report as presented.

**Motion: Carried**

## **8. Appointment of Auditor**

### **FY2023**

The Owners Corporation endorses the appointment of J&T Partners to audit the Financial Statements for the year ending 30 September 2024, pursuant to s. 35(1) *Owners Corporations Act 2006*.

*Please Note: J&T Partners is a registered company auditor, pursuant to s.35 (1)(a) Owners Corporations Act 2006*

**Motion: Carried**

### **FY2024**

The Owners Corporation resolved to appoint J&T Partners to Audit the Financial Statements for the year ending 30 September 2025, pursuant to s. 35(1) *Owners Corporations Act 2006*.

*Please Note: J&T Partners is a registered company auditor, pursuant to s.35 (1)(a) Owners Corporations Act 2006.*

**Motion: Carried**

## **9. Appointment of Public Officer**

### **FY2024**

The Owners Corporation acknowledges that Mr. John Richmond, Director of Bluestone OCM Pty Ltd is appointed as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

**Motion: Carried**

## **10. Annual Financial Statements**

### **FY2023**

The Owners Corporation resolved to accept the Audited Financial Statements for the period **1 October 2022 to 30 September 2023**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

**Motion: Carried**

### **FY2024**

The Owners Corporation resolved to accept the Financial Statements for the period **1 October 2023 to 30 September 2024**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Please note: At the time of issuance of the AGM notice, the financial statements were being audited and the report was not available for inclusion with the meeting documents. A copy of the FY2024 Audit Report will be included with the minutes of AGM.

**Motion: Carried**

## **11. FY2023 Administration & Maintenance Fund Budget**

The Owners Corporation acknowledged the Administrative & Maintenance Fund Budget for the year ending **30 September 2024**. Administration Fund Levies to be raised across the full year of **\$384,368.00 (inc GST)** as per attached proposed budgets, inclusive of a Maintenance Fund of \$105,957 (inc GST).

**Motion: Carried**

## 12. FY2024 Administration Fund Budget and Levy Contribution

The Administration Fund receives contributions from Lot Owners for the purpose of meeting short term expenses that relate to Common Property. Typical expenses that are met from the Administration Fund include: Administrative Costs, Utility Services, Insurance, Minor Maintenance and Day to Day operating costs including Facilities Management.

The Owners Corporation resolved to adopt the Administrative Fund Budget for the year ending **30 September 2025**. Administration Fund Levies to be raised across the full year of **\$318,775.97 (inc GST)** as per attached proposed budgets.

**Motion: Carried**

The Owners Corporation resolved that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/10/2024 to 31/12/2024 – these levies issued as interim\*  
QTR2: 01/01/2025 to 31/03/2025 – these levies issued as interim\*  
QTR3: 01/04/2025 to 30/06/2025  
QTR4: 01/07/2025 to 30/09/2025

\* Given that the draft 2024-25 budget had been endorsed by the Committee by the time of the issuance of QTR1, interim levies were based off the draft committee endorsed budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

**Motion: Carried**

The Owners Corporation resolved to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/09/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

**Motion: Carried**

## 13. FY 2024 Maintenance Plan

The Owners Corporation resolved to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

**Motion: Carried**

## 14. FY 2024 Maintenance Fund Budget and Levy Contribution

The Maintenance Fund receives contributions from Lot Owners which are set aside for the purpose of meeting long term maintenance costs. Typical expenses that are met from the Maintenance Fund include: painting costs, refurbishment/replacement of major plant and building equipment or an item of a prescribed class.

The Owners Corporation resolved to adopt the Maintenance Fund Budget for the year ending **30 September 2025**. Maintenance Fund Levies to be raised across the full year of **\$123,651.00 (inc GST)** as per attached proposed budgets.

**Motion: Carried**

The Owners Corporation resolved that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/10/2024 to 31/12/2024 – these levies issued as interim\*  
QTR2: 01/01/2025 to 31/03/2025 – these levies issued as interim\*  
QTR3: 01/04/2025 to 30/06/2025  
QTR4: 01/07/2025 to 30/09/2025

\* Given that the draft 2024-25 budget had been endorsed by the Committee by the time of the issuance of QTR1, interim levies were based off the draft committee endorsed budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

**Motion: Carried**

The Owners Corporation resolved to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/09/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

**Motion: Carried**

#### 15. **Penalty interest**

##### **FY2024**

The Owners Corporation resolved for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being fixed under s. 2 of the *Penalty Interest Rates Act 1983*. Such interest will apply to money owed by a member for fees and charges which are paid after the due date.

**Motion: Carried**

#### 16. **Debt Recovery**

##### **FY2024**

The Owners Corporation resolved to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006*.

**Motion: Carried**

**Proposed Motion:** The Owners Corporation resolved to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.

**Motion: Carried**

#### 17. **Insurance Policy Components**

##### **FY2023**

The Owners Corporation acknowledged the components of the insurance policy as outlined below.

**INSURANCE COMPANY:** Flex Insurance  
**INSURANCE BROKER:** Whitbread Insurance Brokers  
**POLICY NUMBER:** HQ0006134056  
**SUM INSURED:** \$64,590,000  
**RENEWAL DATE:** 20/09/2025

BUILDING & CONTENTS: \$64,590,000  
 TEMP ACCOM / LOSS OF RENT: \$9,688,500  
 INSURED PROPERTY (COMMON AREA CONTENTS): \$645,900  
 CATASTROPHE or EMERGENCY: \$19,377,000  
 GENERAL LIABILITY: \$30,000,000  
 FIDELITY GUARANTEE / CRIME INSURANCE: \$250,000  
 OFFICE BEARERS' LIABILITY: \$5,000,000  
 VOLUNTEER WORKERS: \$200,000/\$2,000 per week  
 GOVERNMENT AUDIT COSTS: \$25,000  
 APPEAL EXPENSES: \$100,000  
 LEGAL DEFENCE EXPENSES: \$50,000  
 MACHINERY BREAKDOWN: \$100,000  
 LOT OWNERS' IMPROVEMENTS: \$250,000

**Claim Excess:**

Insured Property \$5,000 per claim  
 Water Damage \$10,000 per claim  
 Liability to Others \$1,000 per claim  
 Fidelity Guarantee \$500 per claim  
 Office Bearers Legal Liability \$5,000 per claim  
 Legal Defence Expenses each and every claim \$1,000 per claim  
 Exploratory Costs – Burst Pipe \$10,000 per claim  
 Machinery Breakdown \$500 per claim

**Motion: Carried**

**FY2024**

The Owners Corporation resolved to accept and endorse the components of the insurance policy as outlined below and acknowledges that the particulars of the insurance effected by the Owners Corporation are outlined in the Certificate of Currency attached with the notice of meeting.

**INSURANCE COMPANY:** Flex Insurance  
**INSURANCE BROKER:** Whitbread Insurance Brokers  
**POLICY NUMBER:** HQ0006134056  
**SUM INSURED:** \$64,590,000  
**RENEWAL DATE:** 20/09/2025

BUILDING & CONTENTS: \$64,590,000  
 TEMP ACCOM / LOSS OF RENT: \$9,688,500  
 INSURED PROPERTY (COMMON AREA CONTENTS): \$645,900  
 CATASTROPHE or EMERGENCY: \$19,377,000  
 GENERAL LIABILITY: \$30,000,000  
 FIDELITY GUARANTEE / CRIME INSURANCE: \$250,000  
 OFFICE BEARERS' LIABILITY: \$5,000,000  
 VOLUNTEER WORKERS: \$200,000/\$2,000 per week

|                           |           |
|---------------------------|-----------|
| GOVERNMENT AUDIT COSTS:   | \$25,000  |
| APPEAL EXPENSES:          | \$100,000 |
| LEGAL DEFENCE EXPENSES:   | \$50,000  |
| MACHINERY BREAKDOWN:      | \$100,000 |
| LOT OWNERS' IMPROVEMENTS: | \$250,000 |

**Claim Excess:**

|   |                    |
|---|--------------------|
| Insured Property                            | \$5,000 per claim  |
| Water Damage                                | \$10,000 per claim |
| Liability to Others                         | \$1,000 per claim  |
| Fidelity Guarantee                          | \$500 per claim    |
| Office Bearers Legal Liability              | \$5,000 per claim  |
| Legal Defence Expenses each and every claim | \$1,000 per claim  |
| Exploratory Costs – Burst Pipe              | \$10,000 per claim |
| Machinery Breakdown                         | \$500 per claim    |

***Please Note: The Owners Corporation insurance does not extend to cover personal items within the apartment or storage cages. Personal items include carpets and temporary flooring (unless specified on your policy schedule), wall and ceiling coverings, fixtures removable by lessee at end of lease, anything prescribed as not forming part of the building or any privately owned contents within the Lot or storage cage. Members are urged to seek their own insurance advice on a separate insurance policy to protect their interest with regards to contents and personal belongings within their individual lots and storage cages.***

**Motion: Carried**

The Owners Corporation acknowledged that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is therefore able to provide general and factual advice. For personal advice, please contact the broker directly.

**Motion: Carried**

**18. Insurance Valuation Report**

An Owners Corporation must obtain a valuation of all buildings that it is liable to insurer.

The valuation must be obtained every 5 years, or earlier as determined by the Owners Corporation.

**FY2024**

The Owners Corporation acknowledged receipt of the Insurance Valuation Report as commissioned on 26/06/2023 by Hay Property Group, pursuant to s. 65(1) & (3) *Owners Corporations Act 2006*.

**Motion: Carried**

**19. Confirmation of Appointment - Owners Corporation Manager**

**FY2024**

The Owners Corporation acknowledged that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS501393K and Bluestone OCM Pty Ltd.

**Motion: Carried**

**20. Occupational Health and Safety**

**FY2024**

**Proposed Motion:** The Owners Corporation resolved to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

**Motion: Carried**

## 21. General Business

The items below were noted and will be further discussed at the next Committee Meeting:

### **Ongoing Smell Issue in the Corridors:**

- . Residents, particularly those on the ground floor, have been complaining about a strong urine-like smell in the common areas, especially near the garage entrance and stairwell.
- . This has been an ongoing issue that was previously raised with the previous owners corporation.
- . Suggestions were made to investigate if the smell is from animal urine, a plumbing problem, or some other source.
- . The committee agreed to look into this further, including checking with the cleaners and potentially installing CCTV cameras to identify the source.

### **Air Conditioning Replacement Access Issue:**

- . A resident has been trying to replace their air conditioning unit but is facing issues accessing the unit through another resident's property.
- . There are concerns about liability, the weight of the equipment, and the impact on the other resident's property.
- . The committee acknowledged this is a difficult situation and agreed to investigate alternatives, but noted it may not be resolved until the new year.

### **External Awnings and Shading Devices:**

- . A resident inquired about the previous decision made in February regarding what types of external awnings or shading devices are permitted.
- . The new committee agreed to revisit this topic and potentially establish standards for any future requests for external shading devices.

### **Visitor Parking Issues:**

- . Ongoing problems were raised about residents and visitors parking in the car park, with some cars seemingly parked there permanently.
- . The committee acknowledged this is a longstanding issue and agreed to look into potential solutions, such as identifying the "culprits" and issuing warnings or breaches.

## 22. Meeting closure

With no further business, the Chairperson closed the meeting at 8.30pm.

## Certificate of Currency Residential Strata Insurance Plan

|                            |  |
|----------------------------|--|
| <b>Policy No</b>           | <b>HQ0006134056</b>                              |
| <b>Policy Wording</b>      | FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN |
| <b>Period of Insurance</b> | 20/09/2025 to 20/09/2026 at 4:00pm               |
| <b>The Insured</b>         | OWNERS CORPORATION PLAN NO. PS 501393            |
| <b>Situation</b>           | 54-60 NOTT STREET PORT MELBOURNE VIC 3207        |

| <b>Cover Selected</b> |  | <b>Sum Insured</b> |
|-----------------------|--|--------------------|
| Section 1             | Insured Property   |                    |
|                       | Building   | \$64,590,000       |
|                       | Common Area Contents                                       | \$645,900          |
|                       | Loss of Rent & Temporary Accommodation (total payable)     | \$9,688,500        |
|                       | Optional Benefit Lot/Unit Wall Coverings                   | Selected           |
| Section 2             | Liability to Others  | \$30,000,000       |
| Section 3             | Voluntary Workers  |                    |
|                       | Death  | \$200,000          |
|                       | Total Disablement  | \$2,000 per week   |
| Section 4             | Fidelity Guarantee   | \$250,000          |
| Section 5             | Office Bearers' Legal Liability                            | \$5,000,000        |
| Section 6             | Machinery Breakdown  | \$100,000          |
| Section 7             | Catastrophe Insurance                                      |                    |
|                       | Sum Insured  | \$19,377,000       |
|                       | Extended Cover - Loss of Rent & Temporary Accommodation    | \$2,906,550        |
|                       | Escalation in Cost of Temporary Accommodation              | \$968,850          |
|                       | Cost of Removal, Storage and Evacuation                    | \$968,850          |
| Section 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           |
| Section 9             | Lot Owners' Fixtures and Improvements (per lot)            | \$250,000          |

**Flood Cover is included.**

**The Table of Benefits Section 3 Voluntary Workers is replaced by**

| insured event   | Benefit   |
|---|-----------|
| 1 Death   | \$200,000 |
| 2 Total and irrecoverable loss of all sight in both eyes  | \$200,000 |
| 3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot  | \$200,000 |
| 4 Total and permanent loss of the use of one hand or of the use of one foot   | \$100,000 |
| 5 Total and irrecoverable loss of all sight in one eye  | \$100,000 |
| 6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:   |           |
| i a weekly benefit of or if higher  | \$1,000   |
| ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of  | \$2,000   |
| b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:   |           |
| i a weekly benefit of or if higher  | \$500     |
| ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of   | \$1,000   |
| 7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding | \$500     |
| 8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding   | \$2,000   |

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

### Flex+ Optional Benefits

|   |          |
|---|----------|
| Increased exploratory costs, replacement of defective parts | Selected |
| Extended Temporary Accommodation and Loss of Rent           | Selected |
| Fusion  | Selected |
| Fallen Trees  | Selected |
| Landscaping   | Selected |
| Fire extinguishing  | Selected |
| Personal Property of Others                                 | Selected |
| Removal, storage costs                                      | Selected |
| Temporary Accommodation/Rent/contributions/storage          | Selected |
| Emergency accommodation                                     | Selected |

|  |          |
|--|----------|
| Arson reward   | Selected |
| Electricity, gas, water and similar charges - excess costs     | Selected |
| Keys, lock replacement   | Selected |
| Electricity, Gas, Water and Similar Charges - unauthorised use | Selected |
| Funeral Expenses   | Selected |
| Modifications  | Selected |
| Money  | Selected |
| Mortgage Discharge   | Selected |
| Pets, Security Dogs  | Selected |
| Removal of Squatters   | Selected |
| Court appearance   | Selected |

Date Printed

18/09/2025

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 QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

## Certificate of Currency Residential Strata Insurance Plan

|                            |  |
|----------------------------|--|
| <b>Policy No</b>           | <b>HQ0006134056</b>                              |
| <b>Policy Wording</b>      | FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN |
| <b>Period of Insurance</b> | 20/09/2024 to 20/09/2025 at 4:00pm               |
| <b>The Insured</b>         | OWNERS CORPORATION PLAN NO. PS 501393            |
| <b>Situation</b>           | 54-60 NOTT STREET PORT MELBOURNE VIC 3207        |

| <b>Cover Selected</b> |  | <b>Sum Insured</b> |
|-----------------------|--|--------------------|
| Section 1             | Insured Property   |                    |
|                       | Building   | \$64,590,000       |
|                       | Common Area Contents                                       | \$645,900          |
|                       | Loss of Rent & Temporary Accommodation (total payable)     | \$9,688,500        |
|                       | Optional Benefit Lot/Unit Wall Coverings                   | Selected           |
| Section 2             | Liability to Others  | \$30,000,000       |
| Section 3             | Voluntary Workers  |                    |
|                       | Death  | \$200,000          |
|                       | Total Disablement  | \$2,000 per week   |
| Section 4             | Fidelity Guarantee   | \$250,000          |
| Section 5             | Office Bearers' Legal Liability                            | \$5,000,000        |
| Section 6             | Machinery Breakdown  | \$100,000          |
| Section 7             | Catastrophe Insurance                                      |                    |
|                       | Sum Insured  | \$19,377,000       |
|                       | Extended Cover - Loss of Rent & Temporary Accommodation    | \$2,906,550        |
|                       | Escalation in Cost of Temporary Accommodation              | \$968,850          |
|                       | Cost of Removal, Storage and Evacuation                    | \$968,850          |
| Section 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           |
| Section 9             | Lot Owners' Fixtures and Improvements (per lot)            | \$250,000          |

**Flood Cover is included.**

**The Table of Benefits Section 3 Voluntary Workers is replaced by**

| insured event   | Benefit   |
|---|-----------|
| 1 Death   | \$200,000 |
| 2 Total and irrecoverable loss of all sight in both eyes  | \$200,000 |
| 3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot  | \$200,000 |
| 4 Total and permanent loss of the use of one hand or of the use of one foot   | \$100,000 |
| 5 Total and irrecoverable loss of all sight in one eye  | \$100,000 |
| 6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:   |           |
| i a weekly benefit of or if higher  | \$1,000   |
| ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of  | \$2,000   |
| b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:   |           |
| i a weekly benefit of or if higher  | \$500     |
| ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of   | \$1,000   |
| 7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding | \$500     |
| 8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding   | \$2,000   |

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

### Flex+ Optional Benefits

|   |          |
|---|----------|
| Increased exploratory costs, replacement of defective parts | Selected |
| Extended Temporary Accommodation and Loss of Rent           | Selected |
| Fusion  | Selected |
| Fallen Trees  | Selected |
| Landscaping   | Selected |
| Fire extinguishing  | Selected |
| Personal Property of Others                                 | Selected |
| Removal, storage costs                                      | Selected |
| Temporary Accommodation/Rent/contributions/storage          | Selected |
| Emergency accommodation                                     | Selected |

|  |          |
|--|----------|
| Arson reward   | Selected |
| Electricity, gas, water and similar charges - excess costs     | Selected |
| Keys, lock replacement   | Selected |
| Electricity, Gas, Water and Similar Charges - unauthorised use | Selected |
| Funeral Expenses   | Selected |
| Modifications  | Selected |
| Money  | Selected |
| Mortgage Discharge   | Selected |
| Pets, Security Dogs  | Selected |
| Removal of Squatters   | Selected |
| Court appearance   | Selected |

Date Printed

23/09/2024

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 QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



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Body Corporate Plan No. 501393  
54 Nott Street, PORT MELBOURNE  
bc501393@binksandassociates.com.au

**FORM 2**  
Reg. 220 Subdivision (Body Corporate) Regulations 2001  
Subdivision Act 1988

**NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES**

To the Registrar,

Body Corporate Plan No. 501393 **K**

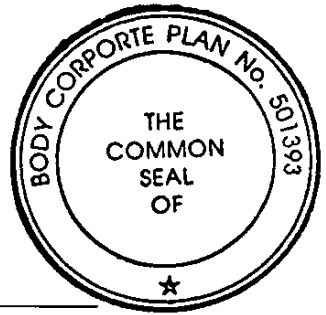
Attached is a copy of:



- 1 The rules of the body corporate currently in force.
- 2 The special resolution passed on 18/08/2004 under regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making, amendment or revocation of the additional rules of the body corporate.

Dated: 30th September, 2004

The common seal of the Body Corporate Plan No 501393 was hereunto affixed in the presence of:



\_\_\_\_\_  
(Signature)

Peter G. Gyopar  
\_\_\_\_\_  
(Print full name)

Suite 10, 2-4 Park Street, South Yarra, 3141  
\_\_\_\_\_  
(Print full address)

Director for  
LeBuild (Port Melbourne) Pty Ltd  
\_\_\_\_\_  
The sole member of the body corporate

\_\_\_\_\_  
(Signature)

Andrew D. Gyopar  
\_\_\_\_\_  
(Print full name)

Suite 10, 2-4 Park Street, South Yarra, 3141  
\_\_\_\_\_  
(Print full address)

Company Secretary for  
LeBuild (Port Melbourne) Pty Ltd  
\_\_\_\_\_  
The sole member of the body corporate

- Note 1: In accordance with regulation 311 of the Subdivision (Body Corporate) Regulations 2001, the seal of the body corporate must be -
- (1) affixed in the presence of 2 members of the body corporate; and
  - (2) each member of the body corporate who witnesses the affixing of the common seal must record next to the seal that he or she has witnessed the affixing of the seal by-
    - (a) signing his or her name; and
    - (b) printing in full his or her name and address; and
    - (c) stating the capacity in which he or she has witnessed the affixing of the seal.

Note 2: Rules must not be inconsistent with any Victorian Act.

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*Subdivision (Body Corporate) Regulations 2001*

*S.R. No. 28/2001*

**Form 1**

**SCHEDULE**

**FORM 1**

**Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001**

**Subdivision Act 1988**

**STANDARD RULES**



**DAD442173D-2-9**

*Use of common property and lots*

A member must not, and must ensure that the occupier of a member's lot does not—

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;
- (f) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

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**‘LOONGANA’  
54-60 Nott Street, Port Melbourne  
P.S. 501393K Body Corporate 1  
ADDITIONAL BODY CORPORATE RULES**

**INTERPRETATION:**

“Act” means Subdivision Act 1988 (Vic).

“Body Corporate” means Body Corporate No. PS501393K

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“Building” means all and any buildings, structures or improvements comprised in the Development.

“Common Property” means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

“Development” means all the land and improvements comprised in the Plan of Subdivision and known as ‘Loongana’ 54-60 Nott Street, Port Melbourne.

“Lot” means a Lot on the Plan of Subdivision.

“Manager” means the Company for the time being appointed by the Body Corporate as its Manager and a reference in these rules to the Body Corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“Occupier” means any person occupying or in possession of a Lot and can include a Member.

“Plan of Subdivision” means Plan of Subdivision No 501393K.

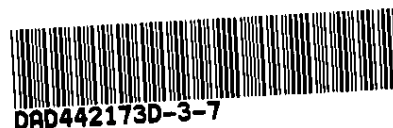
“Proprietor” means the registered owner of a Lot on the Plan of Subdivision.

“Regulations” means the Subdivision (Body Corporate) Regulations 2001 (Vic.).

“Security Key” 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.

Unless the context otherwise requires:

- (i) headings are for convenience only;
- (ii) words imparting the singular include the plural and vice versa;



- (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other Body Corporate and any governmental authority; and
- (iv) References to any gender include the others.
- (v) a reference to a thing includes part of that thing.

The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Body Corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

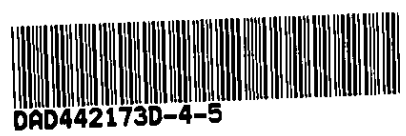
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**1. SUPPORT AND PROVISION OF SERVICES**

- a. Except for the purposes of maintenance and renewal and with the written consent of the Body Corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the Common Property so that:
  - 1. any support or shelter provided by that lot or the Common Property for any other lot or the Common Property is interfered with;
  - 2. the structural and functional integrity of any part of the Common Property is impaired; or
  - 3. the passage or provision of services through the lot or the Common Property is interfered with.
    - a. Without derogating from the provisions of rule 1.1 each member, proprietor or occupier of a lot acknowledges and agrees that the Body Corporate may employ an air-conditioning contractor and other maintenance contractors to maintain the air-conditioning plant and equipment and all other plant and equipment of the Development and in carrying out such maintenance such contractors shall without obtaining any consent or permission of any member, proprietor or occupier have and be entitled to at all times rights of access on or over a members, proprietors or occupiers lot or on or over any part of the Common Property..
    - b. A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.



#### 4. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

- a. A proprietor or occupier of a lot must not:
  5. create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using Common Property; or
  6. obstruct the lawful use of Common Property by any person; or
  7. without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 6pm and 7am on weekdays or on weekends at all.
    - a. A proprietor or occupier of a lot when on Common Property (if on any part of a lot so as to be visible from another lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using Common Property.
    - b. A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time.
    - c. A proprietor or occupier of a lot must not use or permit to be used in or on the Common Property, skateboards, bicycles, rollers skates or roller blades.
    - d. A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the Common Property.
    - e. A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

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#### 8. CLEANING OF A LOT

- a. A proprietor or occupier of a lot must keep that lot clean and in good repair.
- b. A proprietor or occupier of a lot must keep all balconies clean, tidy and well maintained.
- c. A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The Body Corporate reserves its right to clean any area and charge the proprietor for the cost incurred.
- d. A proprietor must clean all their own windows.





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**9. DAMAGE TO COMMON PROPERTY**

- a. A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Body Corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- b. A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks that would void the Body Corporate's insurance policy.

**10. MOVING OF CERTAIN ARTICLES**

- a. A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through Common Property without first obtaining the written consent of the Body Corporate or its Manager.
- b. A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Body Corporate, the Manager or the Manager's representative.
- c. Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by the Body Corporate.

**11. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS**

- a. A proprietor or occupier of a lot must not, without the prior written consent of the Body Corporate, remove any article from the Common Property placed there by direction or authority of the Body Corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- b. A proprietor or occupier of a lot must not, without the written authority of the Body Corporate or its Manager, interfere with the operation of any equipment installed on the Common Property.
- c. A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Body Corporate.
- d. A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any



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other purpose without the prior written consent of the Body Corporate.

**12. SECURITY OF COMMON PROPERTY**

- a. A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the Common Property.
- b. A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property.

**13. NOTIFICATION OF DEFECTS**

- a. A proprietor or occupier of a lot must promptly notify the Body Corporate or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Body Corporate.

**14. COMPENSATION TO BODY CORPORATE**

- a. The proprietor or occupier of a lot shall compensate the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.



**15. RESTRICTED USE OF COMMON PROPERTY**

- a. The Body Corporate may take measures to ensure the security and to preserve the safety of, the Common Property and the lots affected by the Body Corporate from fire or other hazards and without limitation may:

- 16. close-off any part of the Common Property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the Common Property.
- 17. permit, to the exclusion of proprietors and occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- 18. restrict by means of key or other security device the access of proprietors or occupiers; and
- 19. restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

**20. SECURITY KEYS**

- a. A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use

all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Body Corporate.

- b. A proprietor or occupier of a lot in possession of a security key must not without the Body Corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the Body Corporate.
- c. A proprietor or occupier of a lot must promptly notify the Body Corporate if a security key issued to him is lost or destroyed.

## 21. GARBAGE

- a. A proprietor or occupier of a lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.
- b. A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Body Corporate from time to time but otherwise:
  - 22. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Body Corporate;
  - 23. recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate;
  - 24. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage area.
  - 25. all cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Body Corporate, Manager or Representative of the Manager.

## 26. STORAGE OF FLAMMABLE LIQUIDS

- a. A proprietor or occupier of a lot must not:
  - 27. except with the written consent of the Body Corporate, use or store on the lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposed or in the fuel tank of a motor vehicle; or

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- 28. do or permit anything, which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate.

**29. PETS AND ANIMALS**

- a. A proprietor or occupier of a lot must not keep any animal upon a lot or the Common Property after being given notice by the Body Corporate to remove such animal once the Body Corporate has resolved that the animal is causing a nuisance.
- b. A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- c. A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be leashed, muzzled and carried through the common areas including the lifts at all times.
- d. Pets and animals can only enter and exit the property by way of the car park.

**30. CONSENT OF BODY CORPORATE**

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

**31. COMPLAINTS AND APPLICATIONS**

- a. Any complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Body Corporate.

**32. RECOVERY BY BODY CORPORATE:**

- a. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these Rules by any Member or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member or Occupier of the Lot at the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated



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debt due in recovering such levies or moneys duly levied upon that person by the Body Corporate pursuant to the Act or Regulations.

- b. Where levies and any other charges are owed to the Body Corporate after the due date then the Body Corporate will charge interest on the overdue amount (from the due date designated by the Manager) at a rate of 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983

**33. VEHICLES ON COMMON PROPERTY**

- a. A proprietor or occupier of a lot must not park or leave a vehicle on Common Property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Body Corporate.
- b. A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Body Corporate and the Body Corporate reserves the right to remove offending vehicles, trailer or motor cycles.
- c. A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil stains to the car park or other part of the Common Property.
- d. Parking spaces cannot be purchased by or leased to non residents.
- e. Parking spaces cannot be used for anything other than for the parking of vehicles, trailers or similar.



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**34. BICYCLES**

- a. A proprietor or occupier of a lot must not:
  - 35. permit any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate or its Manager for such purpose ;
  - 36. permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate or its Manager from time to time.

**37. INSURANCE PREMIUMS**

- a. A proprietor or occupier of a lot must not without the prior written consent of the Body Corporate do or permit anything to be done which may invalidate, suspend or

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increase the premium for any insurance policy effected by the Body Corporate.

**38. FIRE CONTROL**

- a. A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- b. A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

**i.SIGNS, BLINDS AND AWNINGS**

- c. A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the Common Property or lot where it can be seen from any exterior position, except as required by law.
- d. A proprietor or occupier of a lot must not install or hang curtains, blinds or other window furnishings unless such curtains, blinds or other window furnishings are 25mm aluminum blade Venetian blinds in "alabaster 406 colour" (Hunter Douglas Code).
- e. A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the Body Corporate.
- f. A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the Common Property or their lot.

**i.BALCONY LIGHTS**

39. A proprietor or occupier of a lot must replace all blown or broken balcony light bulbs within twenty-four (24) hours.

**ii.WINDOW TINTING**

- a. A proprietor or occupier of a lot must not allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

**iii.PAINTING, FINISHING, ETC**

- b. A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their lot.



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**iv.CLOTHES DRYING AND APPEARANCE OF A LOT**

- c. A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;
- d. A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Body Corporate. (The Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development Lot);
- e. A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other proprietors or occupiers occurs.

**40. MAIL:**

- a. A proprietor or occupier must keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a proprietor or occupier be absent for any reason for any period of more than one night. This requirement may be waived upon request made to the Body Corporate in writing not less than seven days prior to the date or dates for which such waiver is required.

**41. COMPLIANCE WITH RULES BY INVITEES**

- a. A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- b. A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Body Corporate for entry and exit. A proprietor of a lot covenants that in the event the lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of



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leasing the lot and at any other time when the rules are amended.

**42. COMPLIANCE WITH LAWS**

- a. A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- b. A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

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**43. BUILDING WORKS**

- a. A Proprietor of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

- 44. such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- 45. the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other proprietors or occupiers;
  - a. The Proprietor of a lot must not proceed with any such works until the Proprietor:
    - 46. submits to the Body Corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
    - 47. supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request, and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
    - 48. receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner engaged by the Body Corporate to consider

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such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and

- 49. pays such reasonable costs to the Body Corporate.
  - a. The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
  - b. Without limiting the generality of rule 28.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
    - 50. building materials must not be stacked or stored in the front side or rear of the Building or any part of the Common Property;
    - 51. scaffolding must not be erected on the Common Property or the exterior of the Building;
    - 52. construction work must comply with all laws of the relevant Government Agencies;
    - 53. the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
    - 54. construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
      - a. Before any of the Proprietor's works commence the Proprietor must:
        - 55. cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and
        - 56. deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate.
          - a. Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Body Corporate in the case of the Common Property.



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- b. The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the Body Corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying.

**57. CONDUCT OF MEETING**

- a. The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

**58. FURNITURE AND HOUSEHOLD EFFECTS**

A proprietor or occupier of a lot must prior to bringing or moving any furniture or other household belongings into or out of a Lot give to the Manager at least 1 Business Day's notice and comply with all requirements of the Manager relating thereto.

**59. VISITOR CAR SPACES**

Visitor car spaces are for visitors only and a proprietor or occupier of a Lot must ensure that any visitor car spaces are used only for temporary visitor parking. Any vehicle parked in any visitor car spaces in contravention of this rule may at the discretion of the Manager be removed and towed away.

**60. VOTING RIGHTS**

All Proprietors agree that if any Proprietor is overdue in the payment of any money owing to the Body Corporate whatsoever that Proprietor shall have no voting rights in respect of any matter or thing relating to the Body Corporate or to the Development until such time as all monies owing have been paid in full.

**61. CONTACT INFORMATION**

A Proprietor or occupier of each lot must give to the Manager and keep current its contact information including full name, postal address, telephone number, facsimile number and mobile telephone number.

**62. SPECIAL RULES FOR LOT 611**

Notwithstanding anything contained to the contrary in these Rules the Proprietor from time to time of Lot 611 may as of right and without obtaining the consent of the Body Corporate or any Member:-

- 36.1 use its Lot as offices or such other commercial use as well as for a residential apartment;
- 36.2 do whatever it wishes with respect its Lot;

  
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- 36.3 do building works of any nature whatsoever including but not limited to converting the Lot from offices to a residential apartment and vice versa;
- 36.4 in carrying out any building works use such parts of the Common Property wall adjoining Lot 611 for support or for the affixing thereon of structures of whatever nature.

For the avoidance of doubt if there is any inconsistency between this Rule 36 and any other of the Rules then to the extent of such inconsistency this Rule 36 shall prevail.

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**DAD442173D-16-5**

**MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF BODY CORPORATE PLAN NO. 501393  
(54-60 Nott Street, PORT MELBOURNE) HELD  
IN THE OFFICES OF LEBUILD (PORT MELB) PTY LTD, Suite 10, 2-4 Park Street, SOUTH YARRA, ON  
WEDNESDAY, 18TH AUGUST, 2004 AT 10.00 AM**

- PRESENT:** Mr P Gyopar, Director, and Mr A Gyopar, Company Secretary.
- PROXIES:** Mr A Gyopar was appointed Secretary to receive proxies.  
  
LeBuild (Port Melb) Pty Ltd, the owner of all lots, appointed Mr A Gyopar as proxy for Lots 101 to 615 and Mr P Gyopar as proxy for Lot 616.
- CHAIRMAN:** Resolved that Mr P Gyopar be appointed to chair the meeting.
- VOTING:** Resolved that at general meetings of this body corporate, when there is a vote on a show of hands each member shall be entitled to such number of votes (there being one vote for each Lot) as that member represents personally or by proxy.
- MANAGER:** Resolved that Binks & Associates Pty Ltd be appointed to carry out the duties of Manager of the body corporate, as per Form 4 (Management Agreement).  
  
Resolved that the body corporate delegates only those powers and functions to the Manager that are necessary to enable it to perform its duties under the Management Agreement, including to act in an emergency and to approve non-routine works and authorise payments to contractors up to \$1,100. Further resolved that the body corporate delegates to the Manager the power of delegation of the powers delegated to it to its employees.  
  
Resolved that body corporate seal be affixed to the Instrument of Delegation effecting the above delegations. Further resolved that the body corporate seal be affixed to the Management Agreement (Form 4) issued by the Institute of Body Corporate Managers (Victoria) Inc.
- COMMITTEE:** It was noted that a committee could not be appointed at this meeting as under the current Regulations governing bodies corporate, a body corporate committee must have no less than three committee members.  
  
Resolved to elect a committee at the special general meeting to be held soon after most sold Lots are settled.
- INSURANCES:** Resolved to take covers of \$22,000,000 for buildings, \$25,000 for common contents, \$3,300,000 (being 15% of building cover) for loss of rent/temporary accommodation, \$100,000 for office bearers' and \$20,000,000 for public liability.  
  
Resolved to take out the above covers with CHU Underwriting Agencies Pty Ltd.  
  
Resolved to consider obtaining a valuation of the buildings, for insurance purposes, at the next special general meeting.

**ADMINISTRATION FUND:**

The administration fund detailed below was considered. The fund is to be further considered at the special general meeting to be held soon after most sold Lots are settled. The proposed fund of \$111,988.80 is to service estimated expenses for the year ending 30/09/2005 as follows:

|  |              |
|--|--------------|
| Insurances                               | 19,000.00    |
| Public light & power                     | 12,000.00    |
| Management fees                          | 11,220.00    |
| Window cleaning (done annually)          | 5,500.00     |
| Caretaking (done 3 times a week)         | 13,000.00    |
| Life maintenance (under warranty)        |              |
| Recurrent maintenance fund               | 10,000.00    |
| Essential services                       | 15,000.00    |
| Repairs, Replacements & General Expenses | 26,268.80    |
|  | <hr/>        |
|  | \$111,988.80 |



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The contributions to this fund would be \$10.30 per unit of lot liability per annum, payable in advance and due on the first day of January, April, July, and October; and that the first contribution be charged for the period commencing 1/10/2004.

The meeting noted that all fees and levies raised by the body corporate, expenses incurred by the body corporate and any contracts applying to the body corporate may be subject to GST.

If the proposed budget is accepted, contributions to this fund will be \$10.30 per unit of lot liability per annum, payable quarterly in advance and due on the first day of July, October, January and April. The table of **quarterly** contributions is shown below:

| Lot | Charge | Lot | Charge | Lot | Charge | Lot | Charge |
|-----|--------|-----|--------|-----|--------|-----|--------|
| 101 | 329.60 | 302 | 329.60 | 408 | 350.20 | 514 | 249.75 |
| 102 | 293.55 | 303 | 442.90 | 409 | 350.20 | 515 | 249.75 |
| 103 | 257.50 | 304 | 329.60 | 410 | 352.75 | 516 | 252.35 |
| 104 | 311.55 | 305 | 381.10 | 411 | 417.15 | 601 | 290.95 |
| 105 | 332.15 | 306 | 293.55 | 412 | 370.80 | 602 | 244.60 |
| 201 | 355.35 | 307 | 355.35 | 413 | 319.30 | 603 | 247.20 |
| 202 | 329.60 | 308 | 355.35 | 414 | 249.75 | 604 | 254.90 |
| 203 | 414.55 | 309 | 355.35 | 415 | 249.75 | 605 | 347.60 |
| 204 | 306.40 | 310 | 357.90 | 416 | 231.75 | 606 | 252.35 |
| 205 | 381.10 | 311 | 417.15 | 501 | 290.95 | 607 | 342.45 |
| 206 | 293.55 | 312 | 370.80 | 502 | 244.60 | 608 | 339.90 |
| 207 | 355.35 | 313 | 319.30 | 503 | 247.20 | 609 | 339.90 |
| 208 | 355.35 | 314 | 249.75 | 504 | 254.90 | 610 | 345.05 |
| 209 | 355.35 | 315 | 249.75 | 505 | 319.30 | 611 | 852.30 |
| 210 | 327.00 | 316 | 231.75 | 506 | 252.35 | 612 | 793.10 |
| 211 | 417.15 | 401 | 290.95 | 507 | 342.45 | 613 | 319.30 |
| 212 | 370.80 | 402 | 244.60 | 508 | 339.90 | 614 | 249.75 |
| 213 | 486.65 | 403 | 247.20 | 509 | 339.90 | 615 | 249.75 |
| 214 | 324.45 | 404 | 254.90 | 510 | 345.05 | 616 | 231.75 |
| 215 | 324.45 | 405 | 319.30 | 511 | 414.55 |     |        |
| 216 | 262.65 | 406 | 285.80 | 512 | 370.80 |     |        |
| 301 | 355.35 | 407 | 350.20 | 513 | 319.30 |     |        |



**GENERAL BUSINESS:**

Common Seal

Resolved that the common seal impressed be adopted as the seal of the body corporate.

Affixing the body corporate's seal

Resolved that any two members of the body corporate can sign as witnesses to the affixing of the body corporate's seal.

Access Agreement

Resolved by special resolution that the body corporate enters into an Access Agreement with the owner of Lot 612 enabling contractors to access parts of Lot 612, and that the agreement be executed by the body corporate under its seal. The access is necessary in order to maintain and service the air-conditioning plant and equipment of the development.

**RULES:**

Special Rules

Resolved by special resolution, to adopt the attached Special Rules for Body Corporate Plan No 501393 under Section 220 of the Subdivision (Body Corporate) Regulations 2001.

**CLOSURE:**

There being no further business the meeting closed at 11.00am.

.....  
Chairperson

**AD442173D**

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MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 501393 (54 Nott Street, PORT MELBOURNE)** HELD ONLINE VIA ZOOM, ON WEDNESDAY, 31ST MAY, 2023 AT 6.00 PM

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- PRESENT:** Ms E Yuille (lot 101), Ms S Bridle (lot 104), Ms D Heidel and Mr J Chadwick (lot 203), Mrs M Seymour (lot 303), Ms E Crowl (lot 304), Ms F Paroz (lot 305), Mr G Rajanaidu (lot 307), Mr P Dobryden (lot 308, arrived 6.10pm), Ms S Kotsanas (lot 310), Mr A Zigouras (lot 311), Mr L Oliver (lot 403), Mr T Hawkins (lot 405), Ms P Quattrociochi (lot 411), Ms D Themelios (lot 506), and Mr J Pacillo (lot 511).
- In attendance Lee-Anne Shevlin and Victoria Clow representing Binks & Associates Pty Ltd, manager of the Owners Corporation.
- PROXIES:** Ms C Bright (lot 103) and Mr B Greig (lot 604) appointed Lee-Anne Shevlin as their proxies.
- APOLOGIES:** Mr L Hemingway (lot 504).
- QUORUM:** Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.
- VOTING:** Lots 101, 103, 104, 303, 304, 305, 307, 310, 311, 405, 511 and 604 (total 12) were entitled to vote on all resolutions, ie. 12 votes were represented.
- CHAIRPERSON:** Resolved that Lee-Anne Shevlin be appointed to chair the meeting.
- MINUTES:** Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.
- INTERIM RESOLUTIONS:** Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
- FINANCES:** Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 30/09/2022.
- The Owners Corporation held members' funds of \$572,036.24 as at 30/09/2022, consisting of \$58,672.65 in the General Fund and \$513,363.59 in the Maintenance Fund.
- The manager noted that the financials are net GST and will now be sent to the auditor, for auditing purposes.

ADMINISTRATION  
FUND:

Resolved to adopt an increased annual fund of \$384,368.00 to service estimated expenses for the year ending 30/09/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

|  |                     |
|--|---------------------|
| Insurances (allow 10% increase)          | 73,000.00           |
| Public light & power                     | 17,500.00           |
| Management fees                          | 13,366.00           |
| Window cleaning (done six monthly)       | 8,734.00            |
| Caretaking (5 days/21 hours per week)    | 36,036.00           |
| Gas                                      | 26,000.00           |
| Common water usage                       | 15,000.00           |
| Waste disposal                           | 26,900.00           |
| Lift maintenance (inc sim)               | 9,250.00            |
| Insurance excess                         | 2,500.00            |
| Essential services (audit and servicing) | 12,500.00           |
| Extra management fees                    | 2,625.00            |
| Maintenance Fund (as per updated plan)   | 105,957.00          |
| Repairs, Replacements & General Expenses | 35,000.00           |
| <b>Total budget</b>                      | <b>\$384,368.00</b> |

Resolved that contributions to this fund will increase to \$35.35 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

| Lot | Charge  | Lot | Charge  | Lot | Charge  |
|-----|---------|-----|---------|-----|---------|
| 101 | 1131.20 | 309 | 1219.60 | 506 | 866.10  |
| 102 | 1007.50 | 310 | 1228.45 | 507 | 1175.40 |
| 103 | 883.75  | 311 | 1431.70 | 508 | 1166.55 |
| 104 | 1069.35 | 312 | 1272.60 | 509 | 1166.55 |
| 105 | 1140.05 | 313 | 1095.85 | 510 | 1184.25 |
| 201 | 1219.60 | 314 | 857.25  | 511 | 1422.85 |
| 202 | 1131.20 | 315 | 857.25  | 512 | 1272.60 |
| 203 | 1422.85 | 316 | 795.40  | 513 | 1095.85 |
| 204 | 1051.70 | 401 | 998.65  | 514 | 857.25  |
| 205 | 1308.00 | 402 | 839.60  | 515 | 857.25  |
| 206 | 1007.50 | 403 | 848.40  | 516 | 866.10  |
| 207 | 1219.60 | 404 | 874.95  | 601 | 998.65  |
| 208 | 1219.60 | 405 | 1095.85 | 602 | 839.60  |
| 209 | 1219.60 | 406 | 981.00  | 603 | 848.40  |
| 210 | 1122.40 | 407 | 1201.90 | 604 | 874.95  |
| 211 | 1431.70 | 408 | 1201.90 | 605 | 1193.10 |
| 212 | 1272.60 | 409 | 1201.90 | 606 | 866.10  |
| 213 | 1670.30 | 410 | 1210.75 | 607 | 1175.40 |
| 214 | 1113.55 | 411 | 1431.70 | 608 | 1166.55 |
| 215 | 1113.55 | 412 | 1272.60 | 609 | 1166.55 |
| 216 | 901.45  | 413 | 1095.85 | 610 | 1184.25 |
| 301 | 1219.60 | 414 | 857.25  | 611 | 2925.25 |
| 302 | 1131.20 | 415 | 857.25  | 612 | 2722.00 |
| 303 | 1520.10 | 416 | 795.40  | 613 | 1095.85 |
| 304 | 1131.20 | 501 | 998.65  | 614 | 857.25  |
| 305 | 1308.00 | 502 | 839.60  | 615 | 857.25  |
| 306 | 1007.50 | 503 | 848.40  | 616 | 795.40  |
| 307 | 1219.60 | 504 | 874.95  |     |         |
| 308 | 1219.60 | 505 | 1095.85 |     |         |

The manager explained that the increase of \$45,000 in the budget is a result of a significant increase in insurance premium, as well as price rises in electricity and gas rates.

Resolved to raise an adjustment levy of \$34,943.10 being the difference between the fees already invoiced for the financial year (01/10/2022, 01/01/2023, and 01/04/2023) and the increased fees. The adjustment is necessary to ensure that the Owners Corporation receives the full funds it needs to cater for its estimated expenses as outlined in the budget for the current financial year.

The meeting queried whether the next budget could be considered and adopted prior to the commencement of the financial year, to avoid the need for adjustment levies should there be a proposed increase. The manager advised that budgets are considered and adopted by the Owners Corporation in an AGM forum, which does not occur until after the end of the financial year for the building. It was agreed that to minimise the amount of an adjustment levy, the AGM could be held in the latter half of the first quarter of the next financial year, so that any adjustment would only be for one quarter, as opposed to two or three.

COMMITTEE:

In accordance with the Owners Corporation Act 2006 Amendments that came into effect 1 December 2021, the maximum number of committee membership was reduced from 12 to 7 members. However, an Owners Corporation can by ordinary resolution resolve to increase that limit to a maximum of 12 members.

Resolved that committee membership be increased to eight members and the following members be elected to serve on committee until a new committee is elected:

Ms E Yuille (lot 101), Ms E Crowl (lot 304), Ms F Paroz (lot 305), Mr P Dobryden (lot 308), Mr A Zigouras (lot 311), and Mr J Pacillo (lot 511), and two casual vacancies to be filled by Ms R Youil (lot 612) and Mr A Ben-Mosche (lot 613), upon confirmation of their willingness to serve.

Ms Crowl and Ms Paroz noted that they were undecided about their decision to re-elect for committee, and requested that committee meet more regularly and be more proactive so as to progress through a backlog of issues. Both members were reminded that they can resign from committee at any time, should they feel committee was not functioning effectively.

Mr Oliver and Mr Hemingway declined to re-elect to committee for the year. A vote of thanks was offered for their time served.

Under the Owners Corporation Act 2006, committee members must elect a chairperson and secretary.

It was noted that these positions will be filled at committee's first meeting or by ballot.

INSURANCES:

Resolved that the present covers of \$52,120,000 for buildings, \$521,200 for common contents, \$30,000,000 for public liability, \$2,000,000 for office bearers' liability and \$15,636,000 for catastrophe cover appear adequate for the risk factors of the development.

The meeting noted that committee had recently resolved to obtain an updated valuation at their recent meeting, and the building sum insured is to be amended accordingly.

The meeting also noted that the committee should consider annual indexed covers in between valuations.

Ms Paroz queried why the insurance premium had increased considerably from the previous year. The manager advised that she would investigate further.

**[Manager's note:** At renewal in September 2022, QUS as an agent of AIG advised that they withdraw from underwriting the product issued by QUS and was not prepared to renew or extend the subject policy upon expiry. They noted that this applied to all policy holders of the specific product, and not just this Owners Corporation. Body Corporate Brokers (BCB) therefore sought comparative quotations from two competitive insurers, Flex and CHU, whose policies were much higher than QUS had been in the past. The policy was renewed with Flex.]

It was noted there is an excess of \$500 for machinery breakdown and fidelity guarantee claims, and \$1,000 for office bearers legal liability, liability to others and all other claims.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members. The manager noted this can also be provided to owners upon request.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

**[Manager's note:** The manager received an insurance commission of 15% of the base premium during the period from 01/10/2021 to 30/09/2022.]

## REPORTS:

### Maintenance plan

The Owners Corporation has an approved maintenance plan as defined under the Owners Corporation Act 2006 and has established a maintenance fund accordingly. The manager noted that the committee recently resolved to engage a building consultant to scope, tender and project manage the required facade works. The manager further noted that a copy of the full maintenance plan can be provided to owners upon request.

### Valuation of buildings

A copy of the last valuation (dated 06/04/2018) had been sent to committee members.

### Committee's report

Mr Pacillo provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes.

### Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 30/09/2022.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

The manager outlined the changes to the Owners Corporation Act that came into effect 1 December 2021. Please refer to the appended document 'Changes to OC Act, impact summary' for further details.

### Dispute resolution

The manager had received three complaints on the prescribed form from one lot owner regarding fees, communications and expenses incurred. It was noted that the specific details of these complaints cannot be disclosed but that dispute resolution meetings were held and the matters were discussed and subsequently resolved.

## ESSENTIAL SERVICES:

### Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

### Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

### Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Cleaning

The cleaning at the property is done by Joplin Ownerscorp Caretaking.

Single-glazed windows

Ms Quattrociocchi noted that she was of the understanding that it is now mandatory that single-glazed windows be replaced with double-glazed windows, and queried whether the insurer would cover this cost. The manager advised that this has not been raised as being required within the industry but should anything change, owners will be notified accordingly.

Bin refuse area

Mr Pacillo spoke of the need to increase the bin refuse area by re-utilising a visitor's carspace. He noted Ms Paroz had done much background work and determined that a planning permit is required to make such a change. Committee are considering engaging a consultant to assist with managing the task. The manager noted that correspondence will be issued to all owners about matter in due course.

Cockroaches in raised garden beds

Ms Bridle noted that the raised garden beds at the front of the property on Nott Street, are full of cockroaches. The manager requested she forward a photo of the area of concern so that appropriate action can be considered.

Water pooling in carpark

Ms Paroz noted that water is again pooling in the carpark near the visitor's carspaces and the carspace for lot 101. The manager noted that the cleaners have previously been requested to sweep the water away during heavy rainfalls. The manager further noted that the building consultant have also been requested to consider this work alongside their building's facade project, as resolved by committee at its recent meeting.

Location of air conditioner condensers

The manager noted that Council file recently provided, does not possess any location plans that identify ownership of each condenser. It was resolved at the recent committee meeting that Mr Pacillo and Mr Ben-Mosche would conduct their own investigations to identify ownership of each and would also include the make and model of those that are not labelled. Mr Hawkins, an environmental engineer, volunteered to assist with the task and agreed his details be forwarded for this purpose.

GENERAL  
BUSINESS:

Window furnishings

Ms Bridle questioned the type of window furnishing she can install on her private window. The manager advised there is a registered special rule that the backing of all window furnishings must be either white or off-white.

**[Manager's note:** Please note that an amendment to the special rules was passed in 2019. The rule was passed and registered as follows: A proprietor or occupier of a lot must not install or hang curtains, blinds or other window furnishings unless such curtains, blinds or other window furnishings are either white or off-white (in all types of commercially available window coverings), fitted on the inside of a window.]

Car parking

The meeting discussed the issue of residents not parking their cars within the confines of their car spaces. Some residents have sheds in their carspaces, limiting the area for their car to park within. Some other residents, whose car spaces are beneath an open roof, are parking further forward to prevent damage by both flying toys from the childcare centre and dripping plant debris. Ms Paroz also noted that the stairs in this area are often green with moss and very slippery. The manager noted that the planning permit states that only vehicles are permitted in carspaces, but that the matter will be referred to committee for further direction.

The manager also noted that some residents are parking their vehicles in the visitor's spaces on a near-permanent basis. As resolved at the recent committee meeting, a circular will be issued to all owners that the visitor's spaces are now being monitored, and that if a resident parks in this area or their visitor for longer than permitted times, a warning will be issued, followed by a formal breach notice and a fee notice for the manager's time spent on the matter.

Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest can now be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Resolved that interest is to be charged to lots with arrears as determined by the committee or manager, at the maximum available rate.

Owners Corporation seal

Further to the recent changes of the Owners Corporation Act, an Owners Corporation no longer needs a physical seal, and can use a digital copy in its place. The meeting resolved that the Owners Corporation seal is no longer required and can be destroyed.

Contract of Appointment

It was noted that the Owners Corporation & Other Acts Amendment Act 2021 (OCAA) requires the Owners Corporation to enter into a contract that complies with the requirements of the Act at each AGM. Resolved that Binks & Associates Pty Ltd be reappointed for a period of one year, and the contract be executed by committee.

There being no further business the meeting closed at 7.42pm.

.....  
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

Attachments: Tier 2, Changes to OC Act, impact summary

# Owners Corporation

## 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.**