Contract of Sale of Land

Property:

Unit 603, 54 NOTT Street, Port Melbourne VIC 3207

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:073012

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

Approval

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

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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 ...../…..……/2025

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **DAVID JOHN LAKE**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: DAVID JOHN LAKE

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45 Jupiter Drive Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 073012

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10822	Folio	132	603	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 603, 54 NOTT Street, Port Melbourne VIC 3207

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

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 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.

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

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) 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 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 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. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

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

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 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 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 Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - 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 requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - 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 be half, 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 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 to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

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

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

11.11 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.

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

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 lodgement 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 lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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.

Land	UNIT 603, 54 NOTT STREET, PORT MELBOURNE VIC 3207

Vendor's name	DAVID JOHN LAKE	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)

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

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?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be

registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

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):

No such Building Permit has been granted to the vendor's knowledge

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.

See attached

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

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 2000m²; (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)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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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 132 Security no : 124126544899A
Produced 25/07/2025 12:25 PM

LAND DESCRIPTION

Lot 603 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
DAVID JOHN LAKE of 1 MEREDITH STREET MALVERN VIC 3144
AD580612F 27/04/2005

ENCUMBRANCES, CAVEATS AND NOTICES

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

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 603 54 NOTT STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 22/09/2020

OWNERS CORPORATIONS

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

DOCUMENT END

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	**14**
Document Assembled	**25/07/2025 12:25**

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SUBDIVISION ACT 1988	STAGE No.	LR USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		**EDITION 3**	**PS 501393K**

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
(of approximate centre of land in plan) N 5 809 660 ZONE: 55

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

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

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

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

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

COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 13 SHEETS

ORIGINAL SHEET SIZE A3

Reeds Consulting Pty Ltd ACN 089 645 819 ABN 17 581 979 671
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
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LICENSED SURVEYOR (PRINT) .....ALAN DAVID NORMAN.....

SIGNATURE ..... DATE 14/7/04

REF: 20153/PS VERSION: L DATE: 08/07/04 1PS1L.DGN

SUBDIVISION ACT 1988

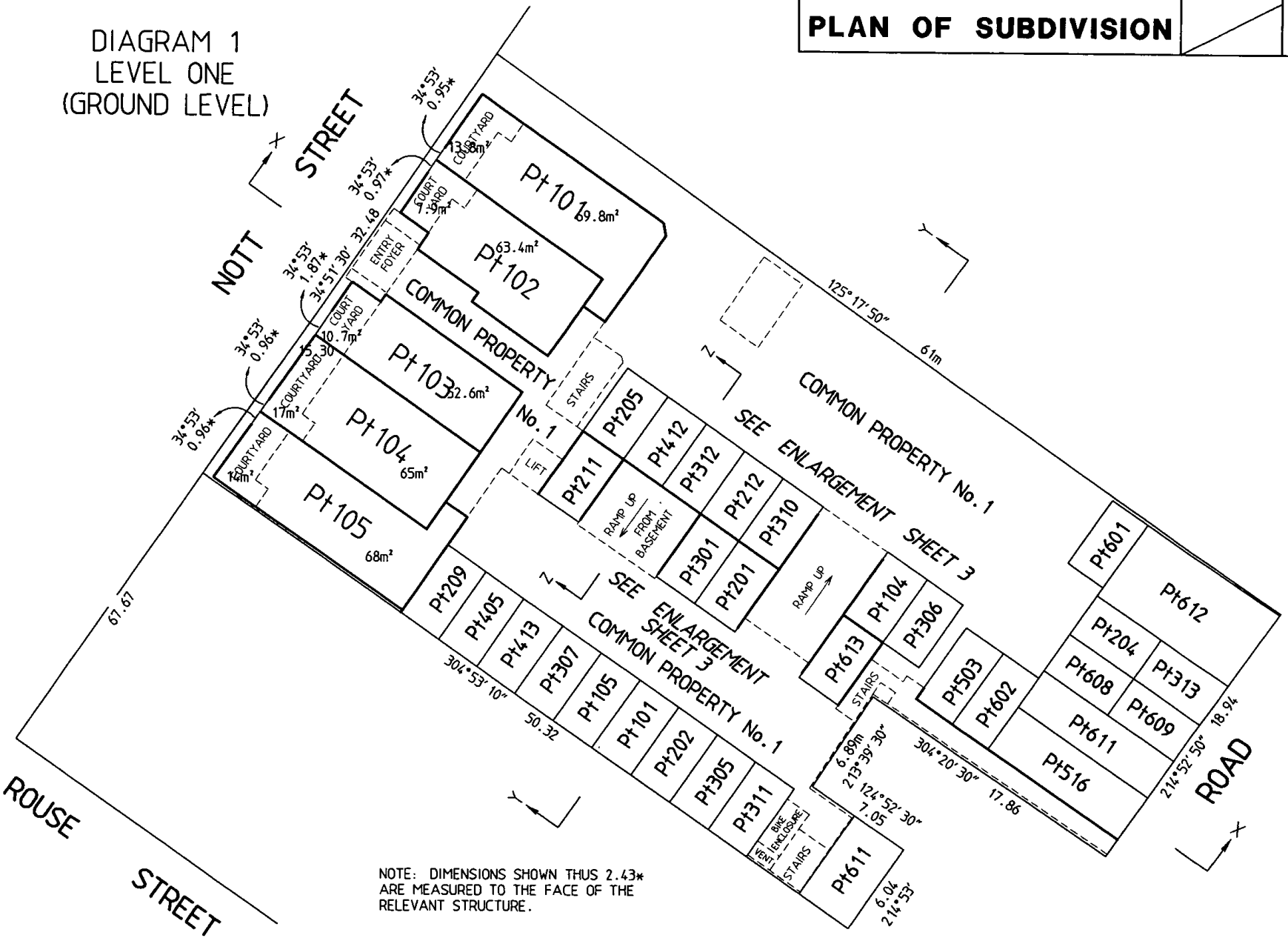
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 501393K

DIAGRAM 1
LEVEL ONE
(GROUND LEVEL)



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

Reeds Consulting Pty Ltd ACN 127 643 618 ABN 17 551 975 971
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....

SIGNATURE ..... DATE 14/7/04

REF: 20153/PS VERSION: L DATE: 08/07/04 1PS2L.DGN

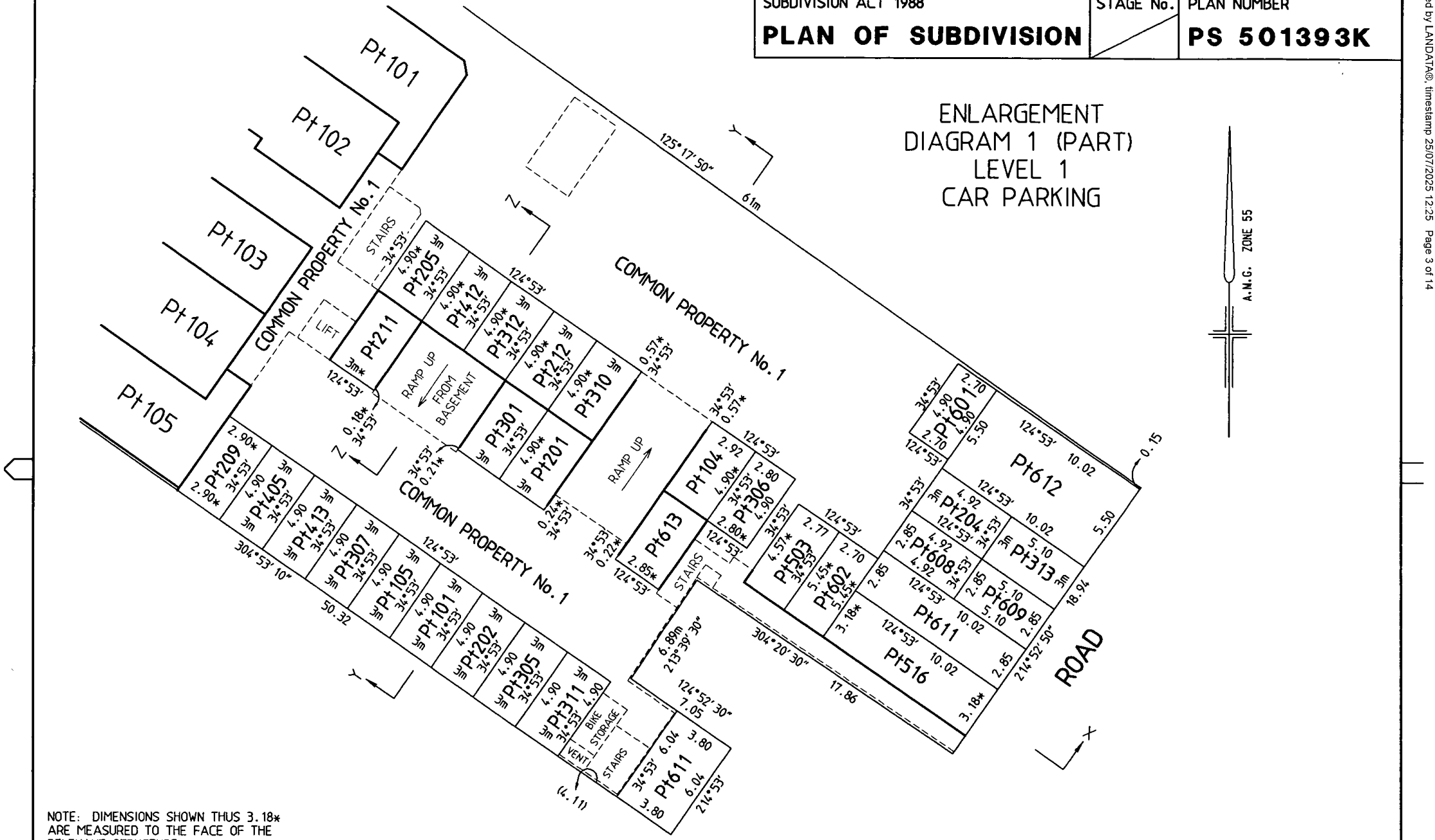
SHEET 2 OF 13 SHEETS

DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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

Delivered by LANDATA®, timestamp 25/07/2025 12:25 Page 2 of 14

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



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 1:200 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
SIGNATURE ..... DATE 14/7/04
REF: 20153/PS VERSION: L DATE: 08/07/04 1PS3L.DGN

SHEET 3 OF 13 SHEETS

..... DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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

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SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER **PS 501393K**

WARNING
THIS PLAN IS AN UNREGISTERED PLAN OF SUBDIVISION DIMENSIONS AND LAYOUT MAY VARY PRIOR TO FINAL APPROVAL OF PLAN

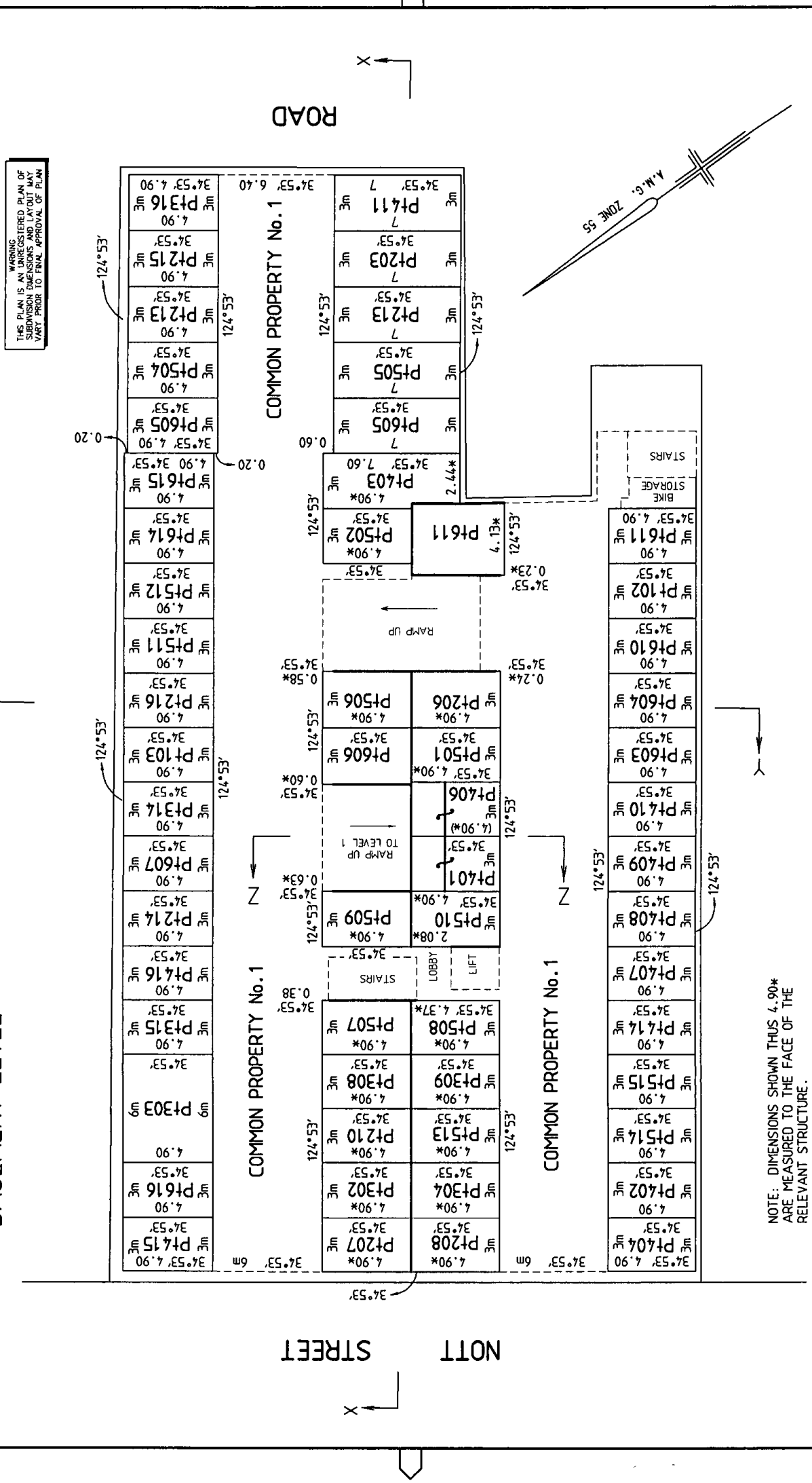


DIAGRAM 2
BASEMENT LEVEL

NOTE: DIMENSIONS SHOWN THUS 4.90* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

SHEET 4 OF 13 SHEETS

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....

SIGNATURE ..... DATE 14/7/04

REF: 20153/PS VERSION: L DATE: 08/07/04 1PS4L.DGN

DATE 21/7/04
COUNCIL DELEGATE SIGNATURE .....

ORIGINAL SHEET SIZE A3

SCALE 1:200

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

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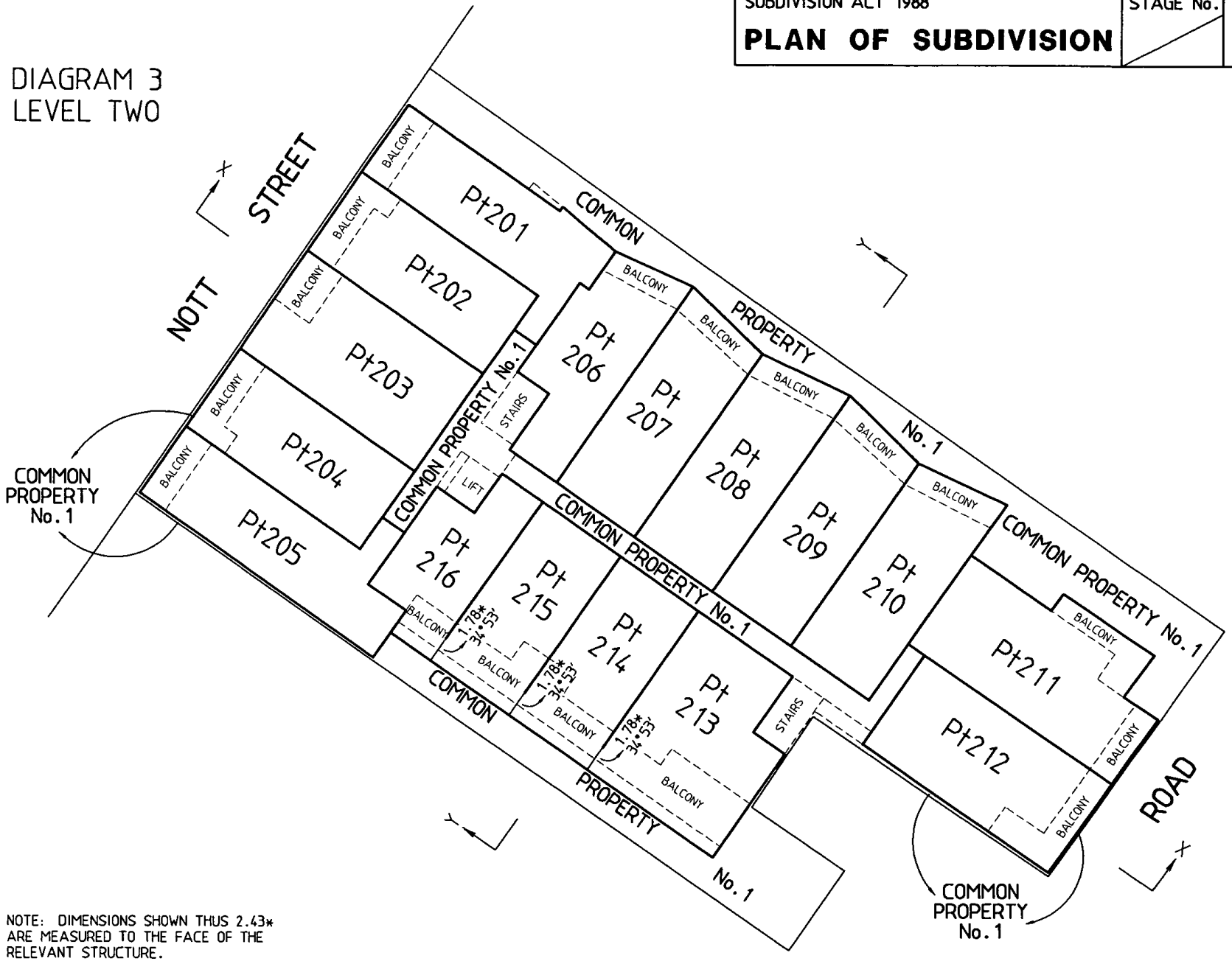
REEDS CONSULTING

Quality System Certified Endorsed Company Australia ISO 9001 Lic QEC3954

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

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

DIAGRAM 3
LEVEL TWO



A.M.G. ZONE 55

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
1:250	A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
SIGNATURE ..... DATE 14/7/04
REF: 20153/PS VERSION: L DATE: 08/07/04 1PS5L.DGN

SHEET 5 OF 13 SHEETS

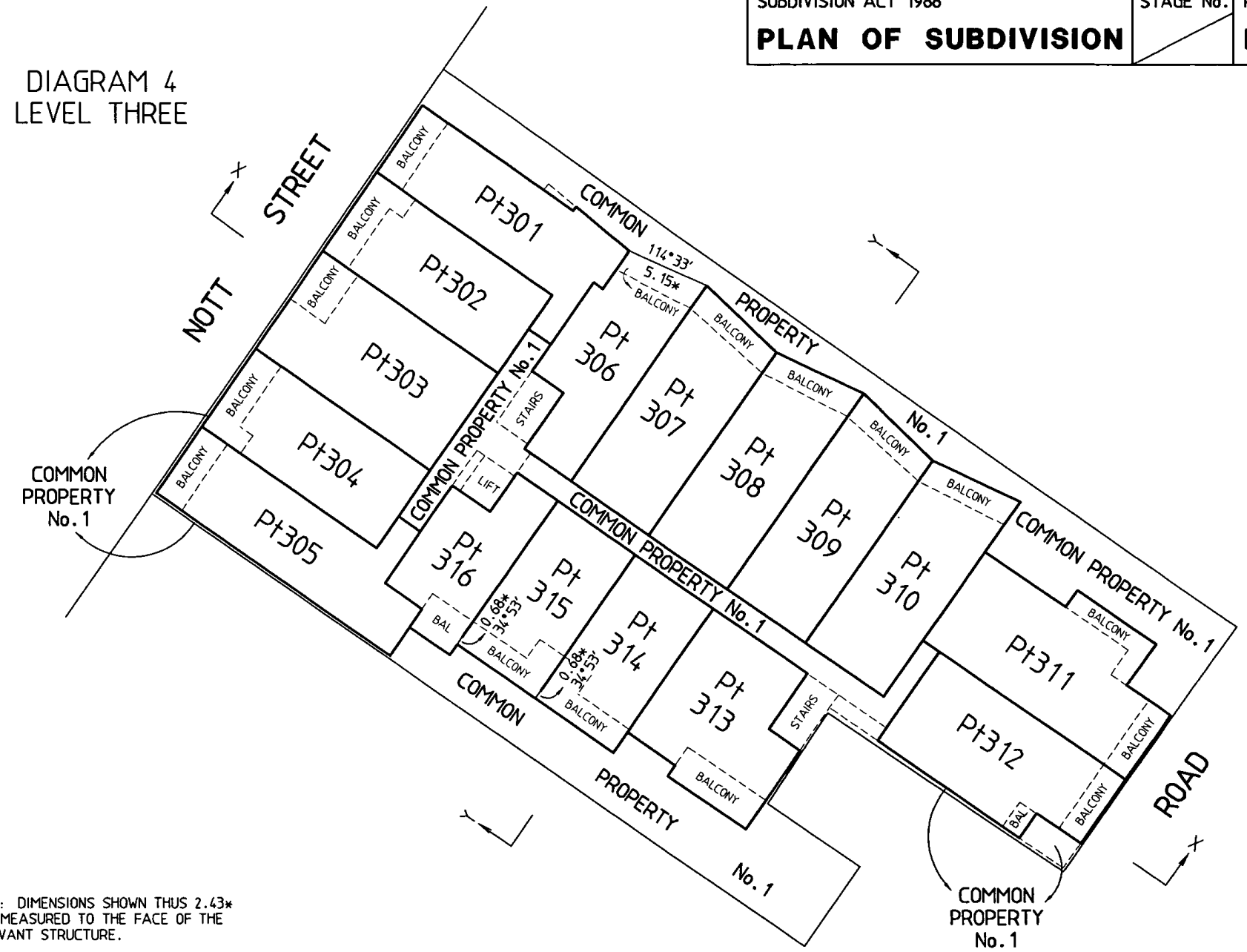
.....
DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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

DIAGRAM 4
LEVEL THREE



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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:250	A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
SIGNATURE ..... DATE 14/7/04
REF: 20153/PS VERSION: L DATE: 08/07/04 1PS6L.DGN

SHEET 6 OF 13 SHEETS
.....
DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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SUBDIVISION ACT 1988

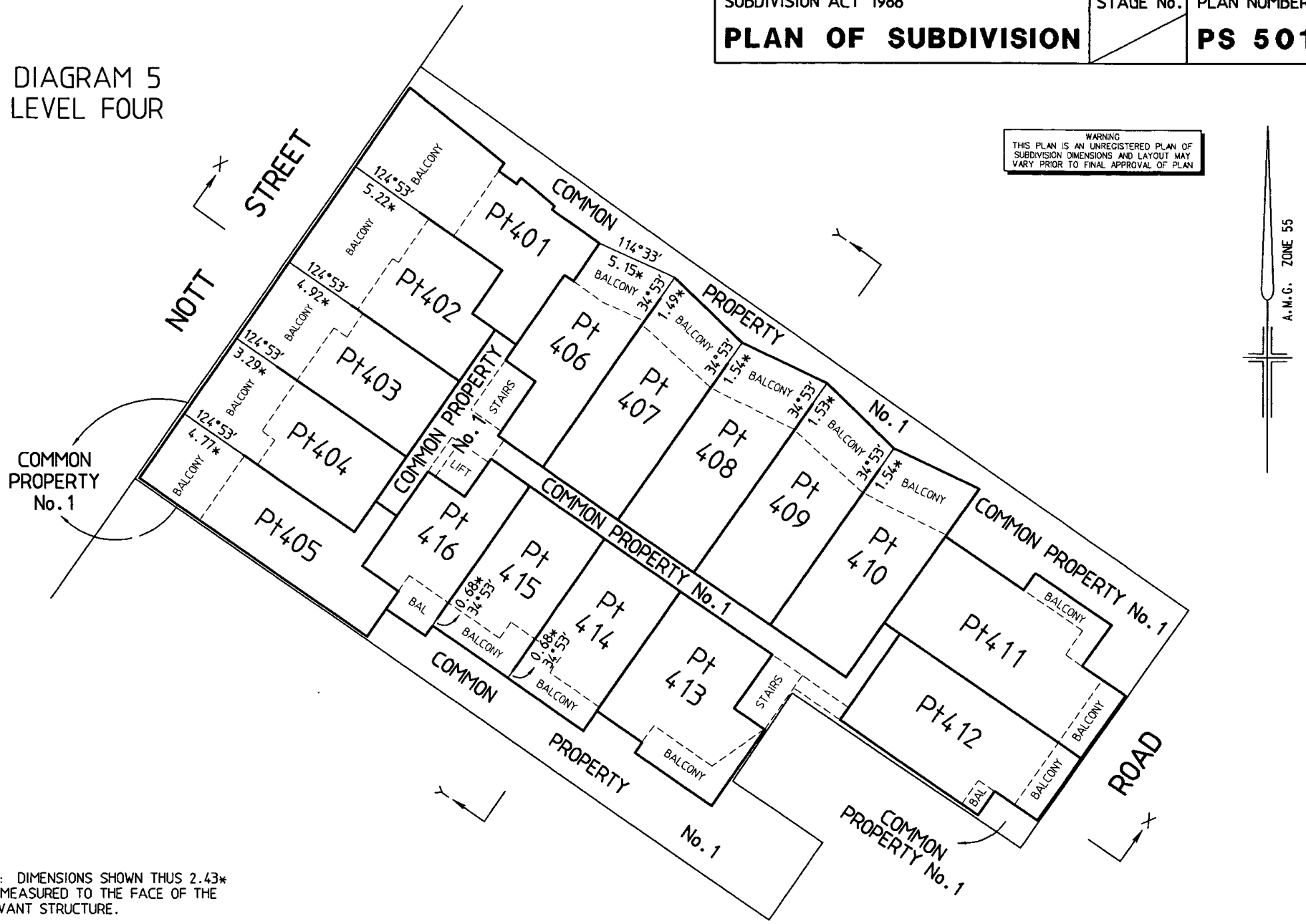
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 501393K

DIAGRAM 5
LEVEL FOUR



WARNING
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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
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REF: 20153/PS VERSION: L DATE: 08/07/04 1PS7L.DGN

SHEET 7 OF 13 SHEETS

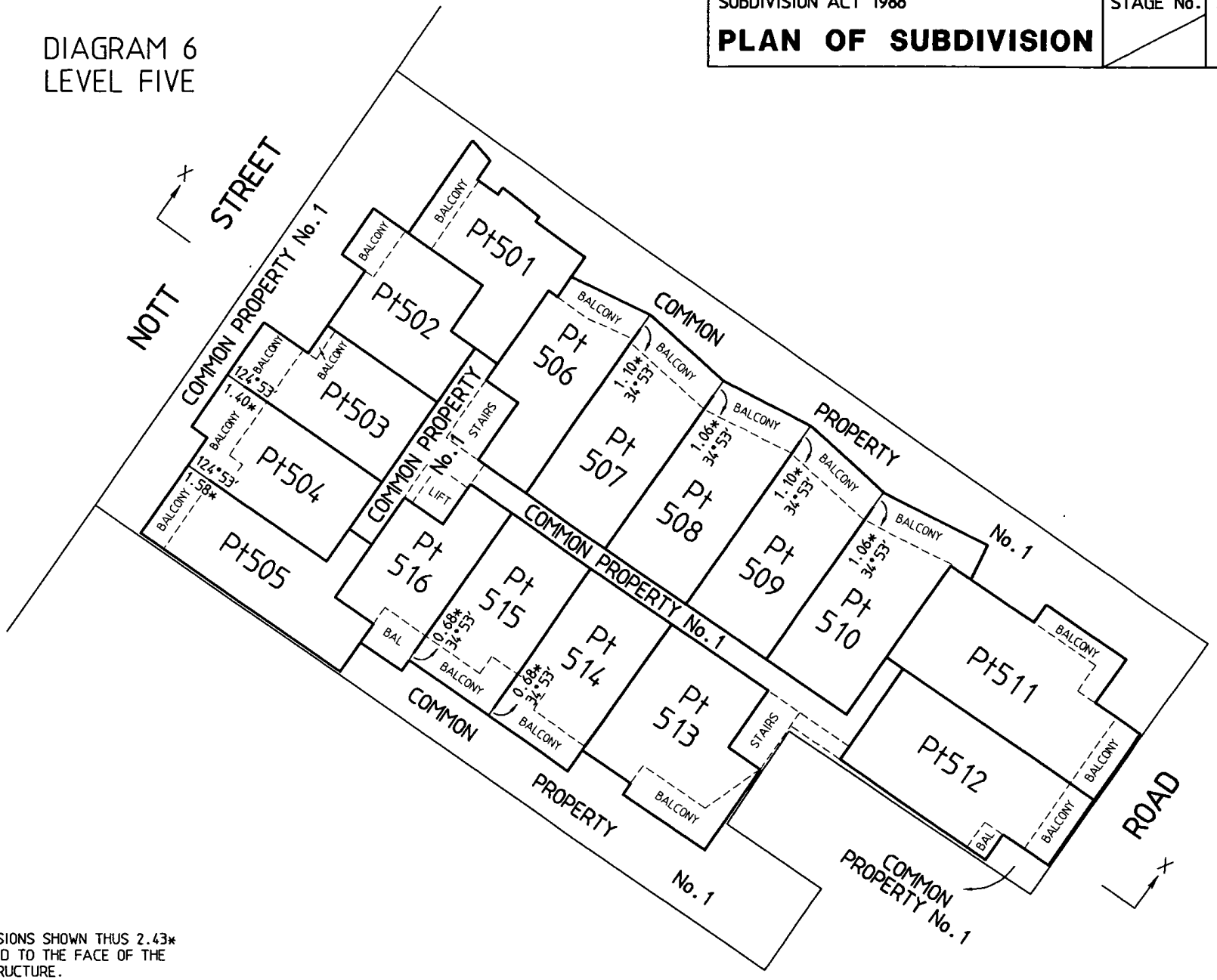
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DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

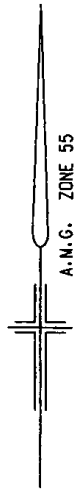
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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501393K**

DIAGRAM 6
LEVEL FIVE





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SCALE
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LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250 | SHEET SIZE A3

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SIGNATURE ..... DATE 14/7/04
REF: 20153/PS VERSION: L DATE: 08/07/04 1PS8L.DGN

SHEET 8 OF 13 SHEETS

.....
DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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

DIAGRAM 7
LEVEL SIX

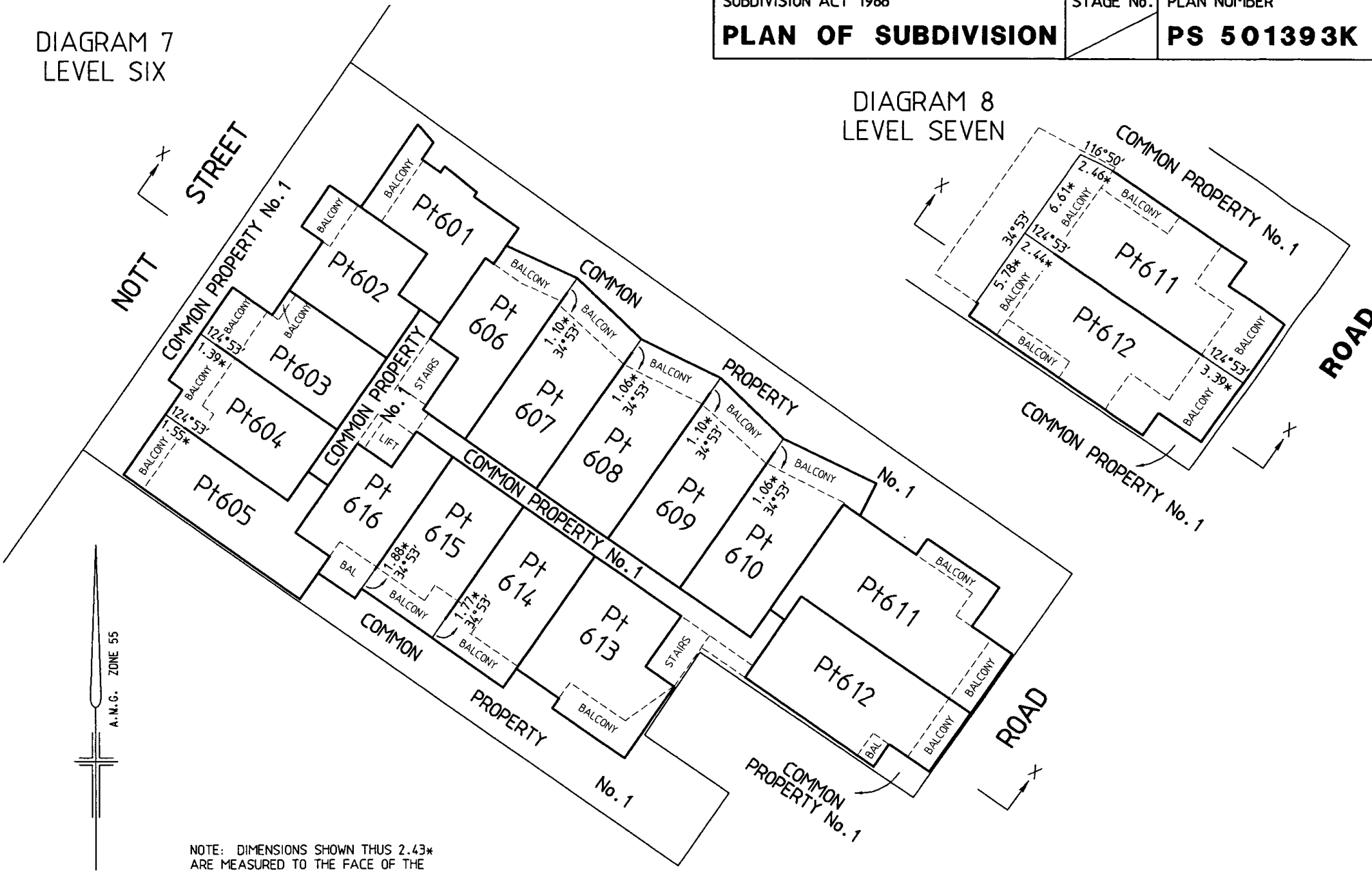


DIAGRAM 8
LEVEL SEVEN

A.M.G. ZONE 55

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SCALE
5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
SIGNATURE ..... DATE 14/7/04
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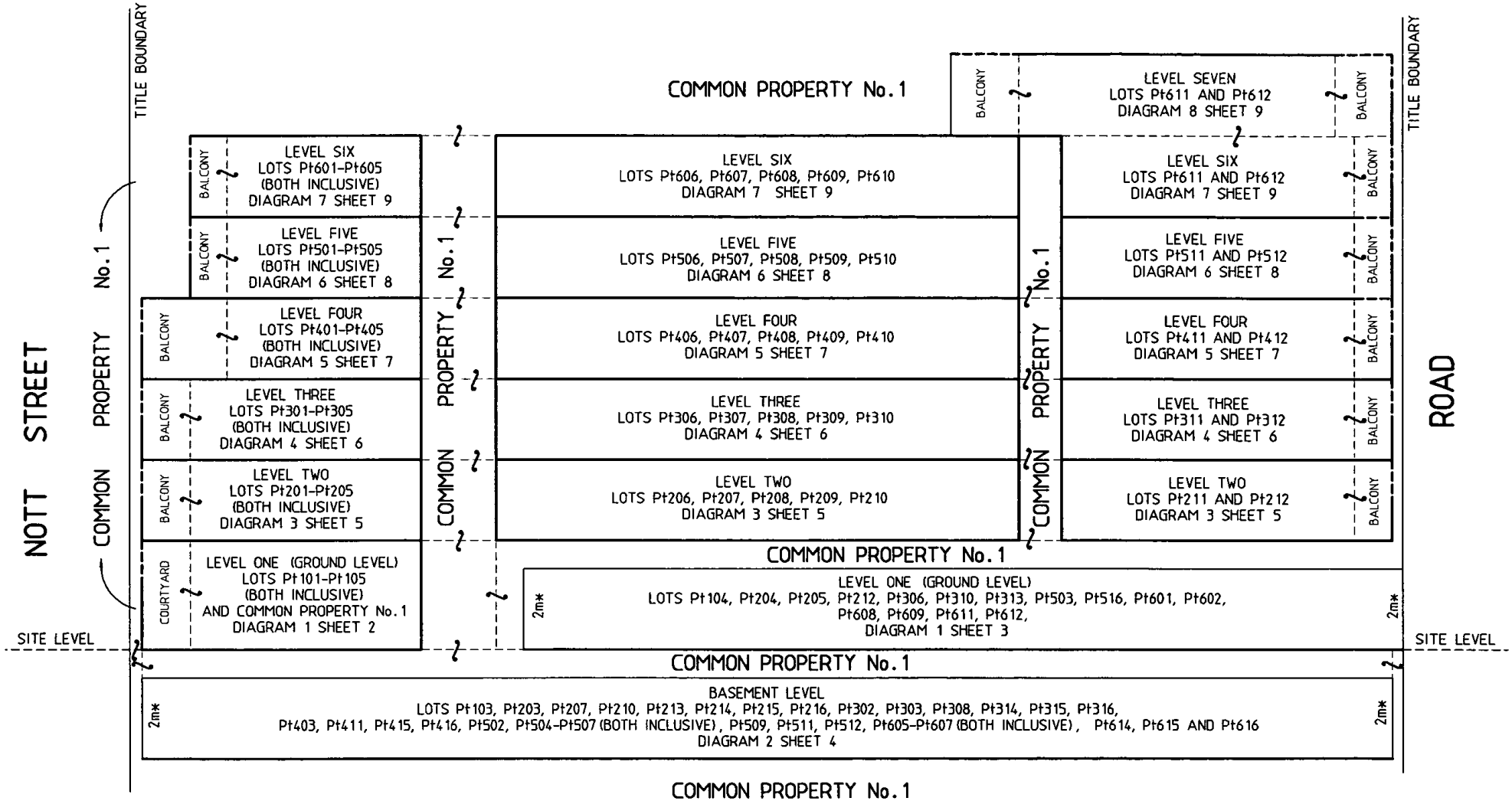
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DATE 21/7/04
COUNCIL DELEGATE SIGNATURE

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



TYPICAL ELEVATION X-X

NOT TO SCALE

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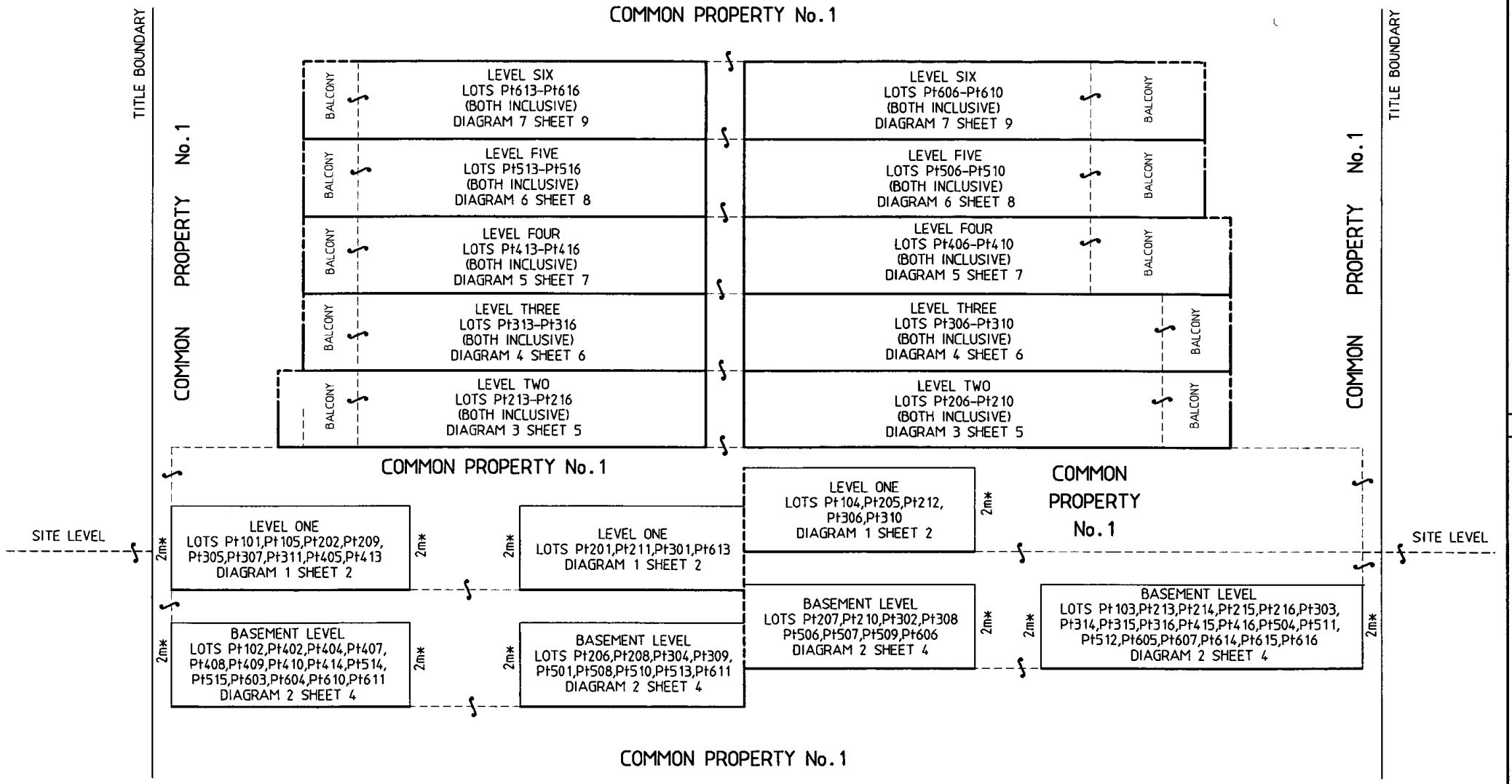
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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 10 OF 13 SHEETS
NOT TO SCALE	—	A3	SIGNATURE ..... DATE 14/7/04	..... DATE 21/7/04
			REF: 20153/PS VERSION: L DATE: 08/07/04 1PS10L.DGN	COUNCIL DELEGATE SIGNATURE

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

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



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

TYPICAL ELEVATION Y-Y

NOT TO SCALE

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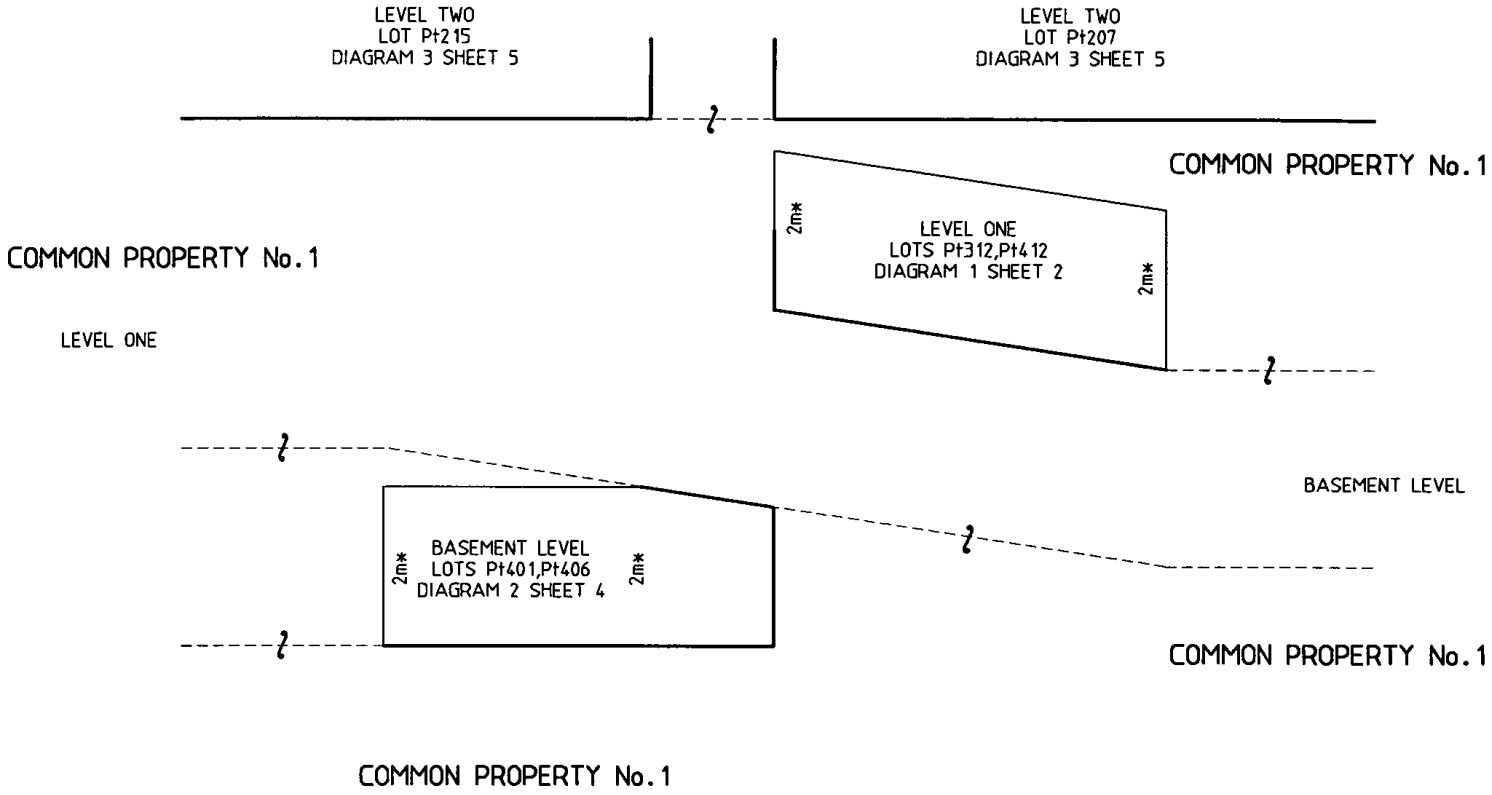
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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 11 OF 13 SHEETS
NOT TO SCALE	——	A3	ALAN DAVID NORMAN	
			SIGNATURE ..... DATE 14/7/04	..... DATE 21/7/04
			REF: 20153/PS VERSION: L DATE: 08/07/04 1PS11L.DGN	COUNCIL DELEGATE SIGNATURE

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



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

CROSS SECTION Z-Z

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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 12 OF 13 SHEETS
NOT TO SCALE	—	A3	SIGNATURE ..... DATE 14/7/04	DATE 21/7/04
LENGTHS ARE IN METRES			REF: 20153/PS VERSION: L DATE: 08/07/04 1PS12L.DGN	COUNCIL DELEGATE SIGNATURE

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FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 501393K

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		CHANGE OF ADDRESS	AD442208L		2	MLE
THIS PLAN		ADDITIONAL RULES RECORDED	AD442173D	4/08/05	3	L. LOW

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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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

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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS501393K

Entitlement and Liability:

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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

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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
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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

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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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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
Total	**10873.00**	**10873.00**

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

Statement End.

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ABN 86 627 986 396

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 25 July 2025 12:30 PM

PROPERTY DETAILS

Address:	**603/54 NOTT STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 603 PS501393**
Standard Parcel Identifier (SPI):	**603\PS501393**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**236405**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2J D6**

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

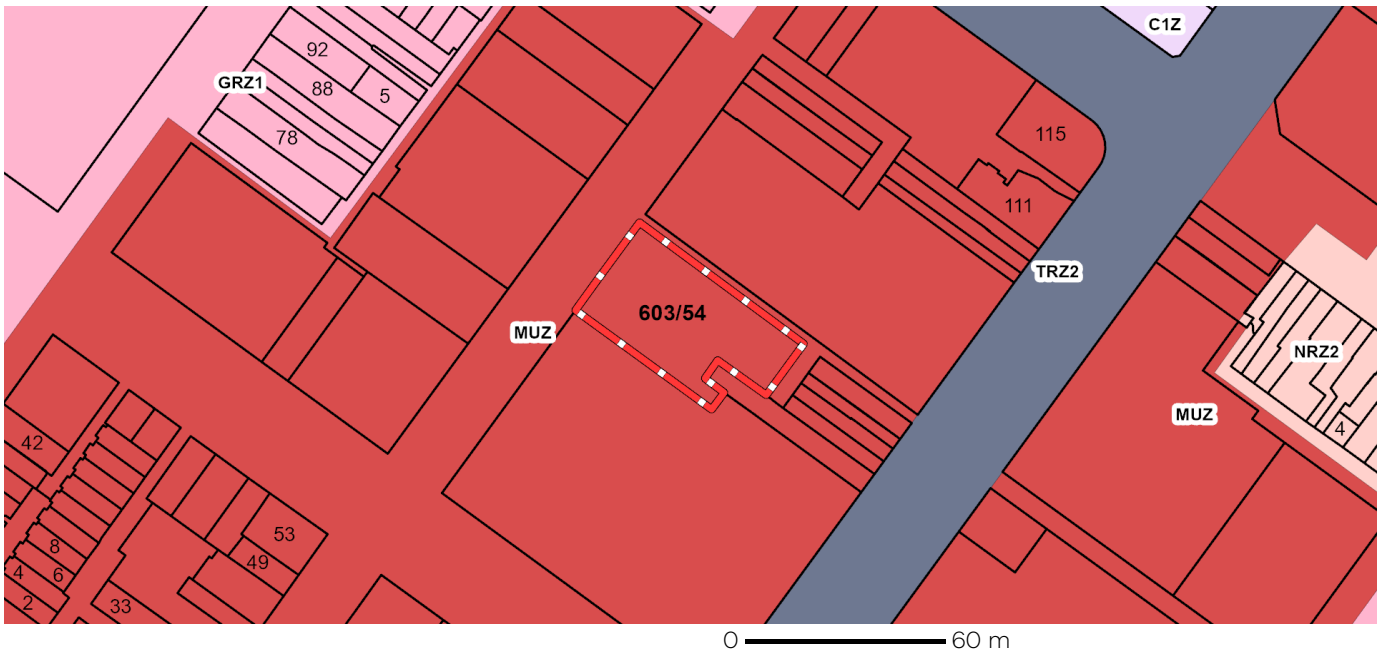
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



C1Z - Commercial 1

GRZ - General Residential

MUZ - Mixed Use

NRZ - Neighbourhood Residential

TRZ2 - Principal Road Network

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



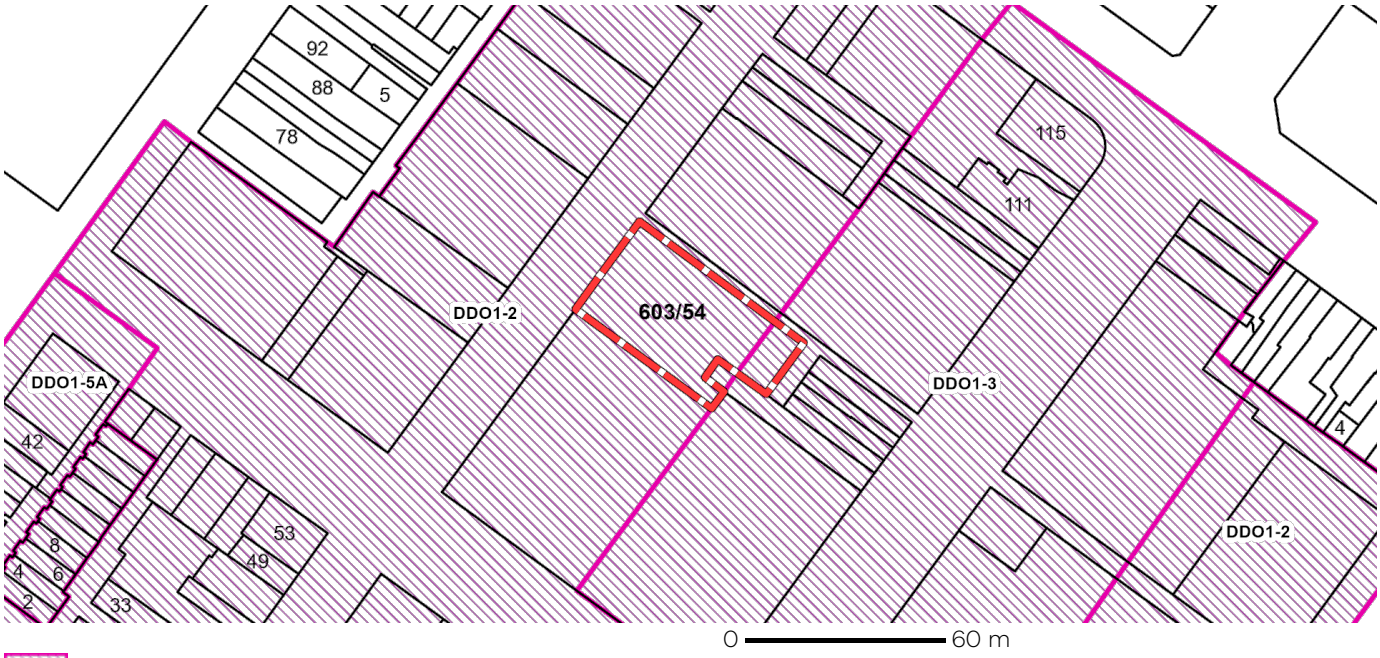
DCPO - Development Contributions Plan Overlay

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

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

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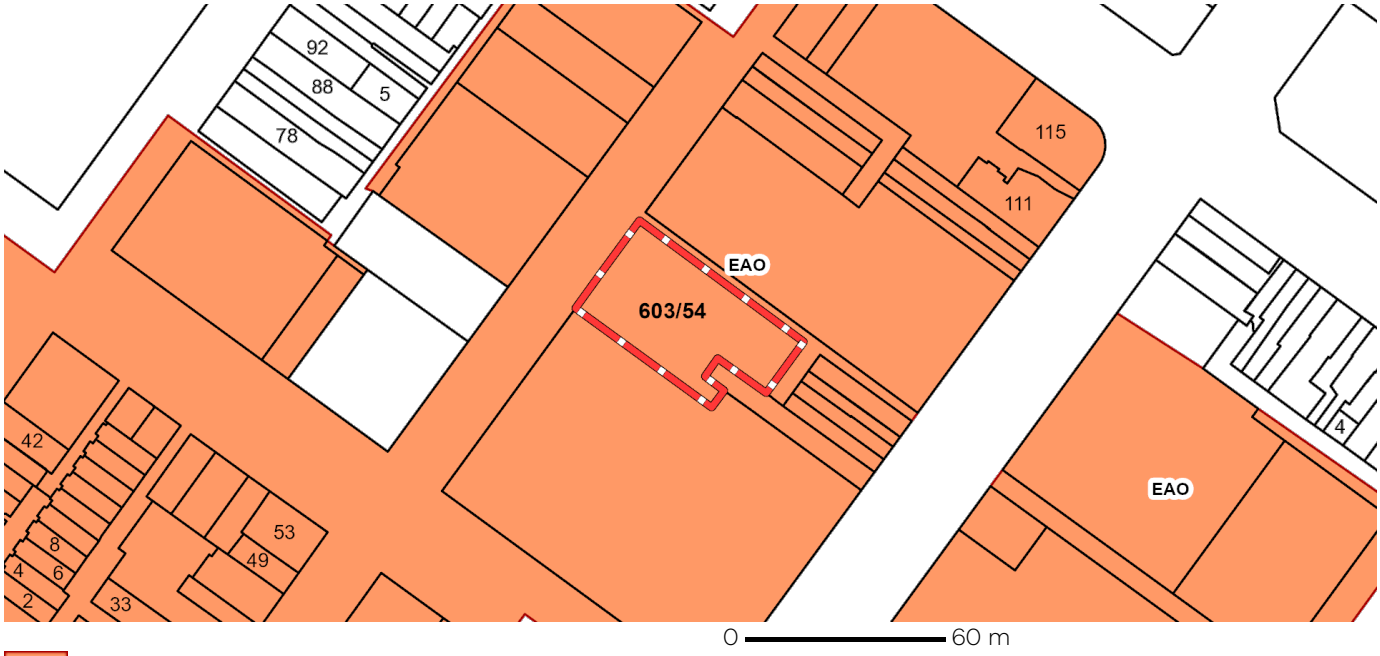
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 25 July 2025 12:30 PM

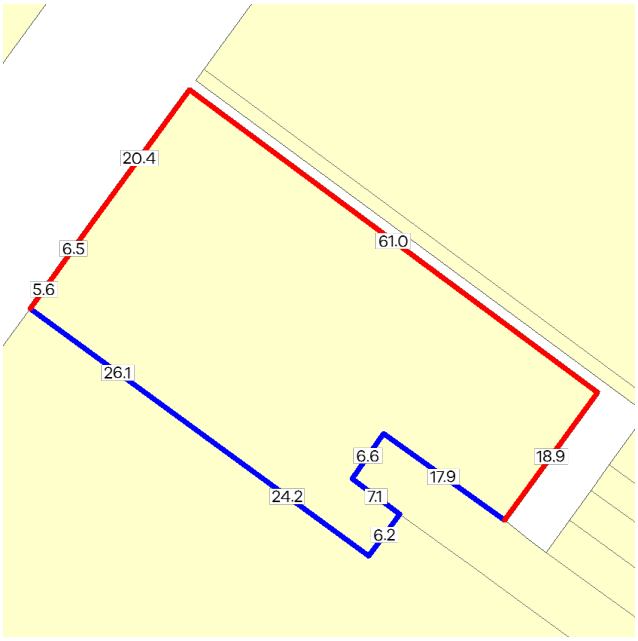
PROPERTY DETAILS

Address:	**603/54 NOTT STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 603 PS501393**
Standard Parcel Identifier (SPI):	**603\PS501393**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**236405**
Directory Reference:	**Melway 2J D6**

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

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

DAVID J LAKE
1 MEREDITH ST
MALVERN VIC 3144

Account number:	**5723991**
Direct debit date:	**27 May 2025**

Last bill	Payments received	Balance	Current charges	Total due
$172.90	− $172.90cr =	$0.00	+ $172.90	$172.90

Your account breakdown

Issue date	08 May 2025
Property	Unit 603 54-60 Nott Street PORT MELBOURNE VIC 3207
Property reference	09B//03683/00361
Last bill	$172.90
Payment received	$172.90cr
Balance brought forward	$0.00
Our charges (no GST)	$120.63
Other authorities' charges (no GST)	$52.31
Total due	$172.90

Your snapshot

Average daily cost $1.32

Payment options

DD Direct debit
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1000 5723 9900 009

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: **5723991**
Account name: **South East Water Corporation**

Post Billpay
BillpayCode: 0361 Ref: **1000 5723 9900 009**
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//03683/00361
UNIT 603 54-60 NOTT STREET
PORT MELBOURNE VIC 3207

*361 100057239900009

PN09B

Total due:	$172.90
Account number:	5723991
Date paid:	
Receipt number:	

+000000005723991> +009124+ <0000000000> <0000017290> +444+

Our charges

Service charges

For period 01/04/25 to 30/06/25	
Water service charge	$22.58
Sewerage service charge	$98.05
Total service charges	**$120.63**
Our charges	**$120.63**

Other authorities' charges

	Charge
Parks 01/04/25 to 30/06/25	$21.79
Waterways and Drainage charge 01/04/25 to 30/06/25	$30.52
Total other authorities	**$52.31**
Total current charges	**$172.90**

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/charges2024**

Other authorities' charges

Waterways and drainage charge

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

Parks charge

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

Additional information

Payment assistance

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

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.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Say goodbye to missed notifications

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

Go to **mySouthEastWater.com.au**



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

South East Water

Say goodbye to missed alerts



When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

Check if your details are up to date so we can quickly let you know about important works, like:

- **Potential water supply interruptions**
- **Weather and power outage interruptions**
- **Nearby works**
- **Account updates or changes**

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

Sign in or register at

mySouthEastWater.com.au

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on **13 18 51**.

Rates & charges reminder notice 2024-25

Want to go paperless?

Sign up today: portphillip.enotices.com.au

FCB70FB25Z

eNotices

S

ABN: 21 762 977 945

D J LAKE
1 MEREDITH STREET
MALVERN VIC 3144

027

R0_22170

Assessment number
236405

Tax invoice (no GST included)

Council Use

Property details

603/54 NOTT STREET PORT MELBOURNE VIC 3207
Lot 603 PS501393K V10822 F132, Lot 603 PS501393K V10822 F132

Payment on the In Full option was originally due 15 February 2025.
Payments made after 7 April 2025 may not be reflected on this notice.

Date of issue 11/04/2025

TOTAL AMOUNT DUE
$935.75

PAY BY 05/05/2025

Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2024/25 Rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2025.

Interest charges may apply on late payment

See back of notice for more details.

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and/or application under hardship provisions. Our financial hardship policy is available on our website.

Contact or visit us

ASSIST 03 9209 6777
portphillip.vic.gov.au

Please contact us for town hall opening times and locations.

National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

What are your payment options?

IMPORTANT! No spaces when entering payment reference numbers

Assessment number	Property address	Due date	Amount due
236405	603/54 NOTT STREET PORT MELBOURNE VIC 3207	05/05/2025	$935.75

BPAY®

Biller Code: 356899
Ref: **2026 1787 2364 051**

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
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: **2026 1787 2364 051**

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

PHONE

BPOINT
Biller Code: 356899
Ref: **2026 1787 2364 051**
1300 276 468

IN PERSON

Post Billpay

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

POST billpay
*3178 202617872364051

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**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

eNotices Go to **portphillip.enotices.com.au**

Electronic delivery and archive of your notices



Have your notices emailed and made available online for everyday access – includes archived notices from previous years.

It's free and easy | Save paper, time and $$.

Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

Postal delays

Council will not be held responsible for delays in the postal service. Where a due date falls on a public holiday or weekend, the due date shall be the next working day.

Waste charges

- Default Waste Charge for all rateable properties $203.60
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $68
- Annual Garbage Charge for non-rateables using Council waste collection service $450 (additional charges may apply where multiple bins are requested).
- 240-litre waste bin surcharge $255

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $82
- Private waste collection rebate (residential properties) $69.50

Penalties for late payments

Payment was originally due 15 February 2025. Amounts not paid by the due date on this notice will be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (including the full payment option, unless an agreement is in place).

All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

Are you a pensioner?

Council offers rates assistance for pensioners of $220 (maximum) in addition to a $259.50 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy.

Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card. (War Widow or TPI).

Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT ELIGIBLE under current DFFH guidelines.

For further information visit services.dffh.vic.gov.au/municipal-rates-concession

Privacy The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

BLUESTONE
OWNERS CORPORATION MANAGEMENT

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation PS501393K

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



Date: Wednesday 11th December 2024
Start time: 6.30pm
Finish time: 8.30pm
Location: Zoom Webinar – Online Conference

strata community association VIC member

FINALIST STRATA COMMUNITY MANAGEMENT LARGE BUSINESS 2023

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	Ganesha 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 if 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 11th 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	Ganesha 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 the 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 the 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.

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

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 Quattrociocchi (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
Total budget	**$384,368.00**

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 signifi cant 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.

Flex insurance
w: www.flexinsurance.com.au

Certificate of Currency Residential Strata Insurance Plan

Policy No	**HQ**0006134056
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/09/2024 to 20/09/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 501393
Situation	54-60 NOTT STREET PORT MELBOURNE VIC 3207

Cover Selected		Sum Insured
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

The contract of insurance is arranged by CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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.

BLUESTONE
OWNERS CORPORATION MANAGEMENT

BLUESTONE OCM PTY LTD
+61 (3) 8535 2770 | info@bluestoneocm.com.au
Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

31/07/2025

Jeff Liu
45 Jupiter Drive
TRUGANINA VIC 3029

Re: Owners Corporation Certificate - Loongana Lot 603, 54-60 Nott Street, PORT MELBOURNE VIC 3207

In response to your application, we now attach an Owners Corporation Certificate for Lot 603 on Plan of Subdivision 501393K OC1 dated **31/07/2025.** 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 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 Firns
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	603
Postal address	Level 3, 312 St Kilda Road, Melbourne VIC 3004.
Vendor	Mr David Lake
Applicant	Jeff Liu
Address for delivery of certificate	jeff@linkwestconveyancing.com.au
Date application was received	25th July 2025
Reference	-
This certificate is issued for Lot 603 - PS 501393K OC1	

IMPORTANT: The information in this certificate is issued on **31/07/2025.** 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 **$3,662.14** 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**
Administration Fund	$976.57	$976.57	$703.63	$703.63
Maintenance Fund	Included in Admin fee	Included in Admin fee	$272.94	$272.94

2) The fees are paid up to **30/09/2025.**

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 is considering a major security upgrade for the premises.

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: 20/09/2025

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 31/07/2025.

Administrative Fund	Maintenance Fund	Total
$156,770.90	$809,463.48	$966,234.38

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 – Systems Security & Cabling
Garage Door Maintenance – Arco Pty Ltd

Mechanical Ventilation Services – Cowan Air Pty Ltd

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 Firns
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation



Date: 31/07/2025