
Contract of Sale of Land

Property address: 4/17-21 COBAW CIRCUIT, Caroline Springs, Victoria 3023

Vendor: TUGCE SIMSIRLI and BURCU SIMSIRLI

Purchaser:

Prepared by
J.E Conveyancing Services
1 Nottingham Close
Craigieburn VIC 3064
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Ref: SS:251409

Contract of Sale of Land

Property address: 4/17-21 COBAW CIRCUIT, Caroline Springs, Victoria 3023

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, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their 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 or within 3 clear business days before or after a publicly advertised auction; or**
- **The property is used primarily for industrial or commercial purposes; or**
- **The property is more than 20 hectares in size and is used primarily for farming; or**
- **You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or**
- **You are an estate agent or a corporate body.**

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 the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

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

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

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

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20 ____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

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

SIGNED BY THE VENDOR

On ____ / ____ / 20 ____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

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

PARTICULARS OF SALE

| | | | | |
|-----------------------|--|-------|-----------------------|-----|
| VENDOR'S AGENT | | | | |
| Name | HARCOURTS RATA AND CO REAL ESTATE | Phone | | Fax |
| Address | 1/337 SETTLEMENT ROAD THOMASTOWN VICTORIA 3074 | Email | SOLD@RATAANDCO.COM.AU | |

| | | | | |
|---------------|-----------------------------------|---|--|-------------------|
| VENDOR | | PRACTITIONER – SOLICITOR/CONVEYANCER | | |
| Name | TUGCE SIMSIRLI and BURCU SIMSIRLI | Name | J.E Conveyancing Services | |
| | | Address | 1 Nottingham Close, Craigieburn VIC 3064 | |
| Address | | Contact | Seda Sagar | |
| | | Email | info@jeconveyancing.com | |
| ACN/ABN | | Phone | 0403 240 043 | Fax 03 9305 73 23 |

| | | | | |
|------------------|--|---|--|-----|
| PURCHASER | | PRACTITIONER – SOLICITOR/CONVEYANCER | | |
| Name | | Name | | |
| | | Address | | |
| Address | | Contact | | |
| | | Email | | |
| ACN/ABN | | Phone | | Fax |
| Guarantor | | | | |

LAND
General conditions 3 and 9

The land is described in the table below —

| Certificate of Title reference | | being lot | on plan |
|--------------------------------|-----------|-----------|---------|
| Volume 11191 | Folio 635 | 4 | 616195X |
| Volume | Folio | | |

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

4/17-21 COBAW CIRCUIT, Caroline Springs 3023

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

 Listed in attached schedule.

OR

 Listed as follows:

PAYMENT*General condition 11*

Price: \$

Total price: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more – see general condition 15(f) & (g)

GST*General condition 13* **No, because:** **Yes** Input taxed sale of eligible residential premises Purchaser entitled to input tax credit Not in the course or furtherance of an enterprise Purchaser NOT entitled to input tax credit Going concern Margin scheme applies Farm land used for farming business or sale of subdivided farm land to an associate Mixed supply Vendor not registered or required to be registered as GST turnover < \$75,000

GST withholding*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

Notice required to be given by vendor

 Yes No

Withholding required by purchaser

 Yes No

No withholding for residential premises because:

 the premises are not new the premises were created by substantial renovation the premises are commercial residential premises

No withholding for potential residential land because:

 the land includes a building used for commercial purposes the purchaser is registered for GST and acquires the property for a creditable purpose

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

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

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
- (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:
 - (i) applied for the report; and
 - (ii) provides the vendor with a copy of the written report; and
 - (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
 - (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

- (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. 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.

19. 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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) 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.

- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
- (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor statement

Property address: 4/17-21 COBAW CIRCUIT, Caroline Springs, Victoria 3023

Vendor: TUGCE SIMSIRLI and BURCU SIMSIRLI

Purchaser:

Prepared by
J.E Conveyancing Services
1 Nottingham Close
Craigieburn VIC 3064
Email: info@jeconveyancing.com
Ref: SS:251409

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties 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: 4/17-21 COBAW CIRCUIT, Caroline Springs, Victoria 3023

SIGNED BY THE VENDOR

Name: **TUGCE SIMSIRLI and BURCU SIMSIRLI**

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

| ✓ | Topic | ✓ | Topic | ✓ | Topic |
|---|---------------------|---|-------------------------|---|---|
| ✓ | Attachments | | Subdivision | | Building insurance |
| ✓ | Title | ✓ | Owners corporation | | Terms contract |
| ✓ | Land use & services | | Notices | | Sale subject to mortgage |
| ✓ | Planning | | Building permits | | (GAIC) Growth areas infrastructure contribution |
| ✓ | Financial matters | | Owner builder insurance | | Disclosure of energy information |

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

TITLE

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

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

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

Not Applicable

LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

OR

Full description:

Nil

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

(b) Services

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: To chargee:

Other particulars, including dates and times of payments:

OWNERS CORPORATION

(a) Owners corporation certificate

Not required – inactive* 2-lot subdivision.

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

Attached.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.

(b) Insurance

Not required – no common property.

Not required – 2-lot subdivision.

Required* – See owners corporation certificate attached.

** Required in all other cases if there is common property.*

SALE OF LAND REGULATIONS 2005

SCHEDULE 1

Regulations 5, 6, 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.

INFORMATION ONLY

SALE OF LAND REGULATIONS 2005

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-

owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co owners.

- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site:
www.dms.dpc.vic.gov.au under the title "LawToday".

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

(04/10/2016)

TUGCE SIMSIRLI AND BURCU SIMSIRLI

AND

DEED OF INDEMNITY

J.E Conveyancing Services

1 Nottingham Close, Craigieburn VIC 3064

Phone: 0403 240 043

Fax: 03 9305 73 23

Email: info@jeconveyancing.com

Ref: SS:251409

THIS DEED dated day of 2025.

BETWEEN **TUGCE SIMSIRLI and BURCU SIMSIRLI** of , (Indemnifier)

AND of (Indemnified party)

RECITALS

- A.** The indemnifier proposes to conduct the activity details of which are set out in the attached schedule.
- B.** The activity may result in claims against the indemnified party.
- C.** The indemnifier has therefore agreed to indemnify the indemnified party against all and any damages and losses to persons or property claimed against the indemnified party arising from the activity.
- D.** Insert recital.

OPERATIVE PART

1. Interpretation

This deed is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

-
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
 - (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally;
 - (i) The agreed interest rate means ; and
 - (j) The activity that gives rise to the risk the subject of this indemnity is described in the schedule.

2. Indemnity

The indemnifier unconditionally and irrevocably indemnifies the indemnified party against any and all damages and losses to persons or property, and all costs and expenses which are incurred by or claimed from the indemnified party in relation to the indemnified activity identified in the schedule which must be paid to the indemnified party immediately on demand.

This indemnity continues until the activity creating the risk of loss comes to an end.

The indemnifier's obligation is a primary obligation and the indemnified party is not obliged to proceed against any other person before making a demand for payment hereunder.

3. Payment and interest

The indemnifier must make any payments due under this deed on demand with interest at the agreed rate which will accrue from day to day from and including the day when the money on which interest is payable becomes owing.

4. Costs and expenses

In addition to all other liabilities of the indemnifier under this deed, the indemnifier must pay on demand all costs and expenses in connection with the negotiation, preparation, execution and stamping of this deed the exercise of any right or remedy hereunder and any stamp duty on this or any associated document.

SCHEDULE

Activity:

INFORMATION ONLY

Execution page

EXECUTED AS A DEED

| | |
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| | |

INFORMATION ONLY

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

Page 1 of 2

VOLUME 11191 FOLIO 635

Security no : 124121286131B
Produced 17/01/2025 11:00 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 616195X.
PARENT TITLE Volume 10845 Folio 892
Created by instrument PS616195X 16/03/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BURCU SIMSIRLI
TUGCE SIMSIRLI both of UNIT 4 17-21 COBAW CIRCUIT CAROLINE SPRINGS VIC 3023
AU697270H 16/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU697271F 16/08/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS616195X 16/03/2010

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 PS616195X 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 4 17-21 COBAW CIRCUIT CAROLINE SPRINGS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 16/08/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS616195X

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

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS616195X |
| Number of Pages (excluding this cover sheet) | 5 |
| Document Assembled | 17/01/2025 11:00 |

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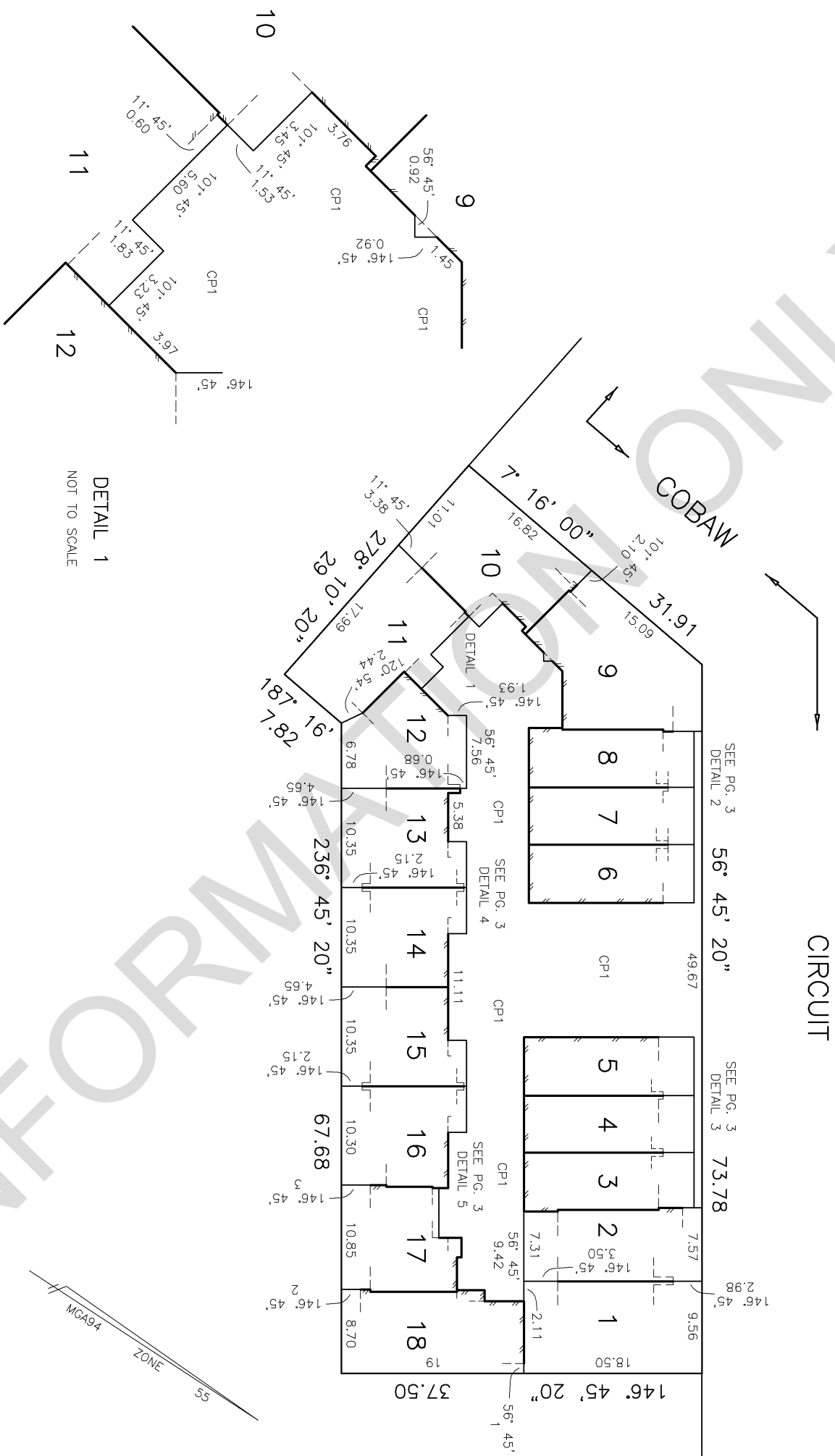
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|--|--|---------------------------|---|-----------------------------|--|
| PLAN OF SUBDIVISION | STAGE No. — | LRS use only EDITION 1 | PLAN NUMBER PS 616 195 X | | |
| <p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: MARIBYRNONG</p> <p>Township: —</p> <p>Section: B</p> <p>Crown Allotment: 15 (PART)</p> <p>Crown Portion: —</p> <p>Title References: VOL 10845 FOL 892</p> <p>Last Plan Ref: LOT 56 PS 523422 G</p> <p>Postal Address: (at time of subdivision) 17-21 COBAW CIRCUIT CAROLINE SPRINGS, 3023</p> <p>MGA94 Co-ordinates: E 300 555 (of approx centre of land in plan) N 5 822 650 Zone: 55</p> | <p style="text-align: center;">COUNCIL CERTIFICATION AND ENDORSMENT</p> <p>COUNCIL NAME: MELTON SHIRE COUNCIL</p> <p>REF.: SUB 3323</p> <p>SPEAR REF: 3726 J</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE:</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p style="text-align: right;">Council Delegate _____ Date / / Council Seal _____</p> | | | | |
| VESTING OF ROADS AND/OR RESERVES | | | | | |
| Identifier | Council/Body/Person | | | | |
| NIL | NIL | | | | |
| NOTATIONS | | | | | |
| <p>SURVEY: This Plan is based on survey. The land is in proclaimed Survey Area No.: This Survey has been connected to Permanent Marks No.(s): PM 1186</p> <p>STAGING: This is not a staged subdivision. Planning Permit No.</p> <p>DEPTH LIMITATION: 15.24 BELOW THE SURFACE APPLIES TO ALL OF THE LAND IN THE PLAN</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS – SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p> | <p>BOUNDARIES: Boundaries defined by buildings are shown as thick lines. Location of boundaries defined by buildings: MEDIAN BOUNDARY IS SHOWN THUS: ———— EXTERNAL FACE OF WALL IS SHOWN THUS: ====</p> <p>CP1 : COMMON PROPERTY No.1</p> <p>THIS IS A SPEAR PLAN RESTRICTION EXISTS ON SHEET 4</p> | | | | |
| EASEMENT INFORMATION | | | LRS USE ONLY | | |
| LEGEND A—Appertenant Easement E—Encumbering Easement R—Encumbering Easement (Road) | | | Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> | | |
| SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN. | | | DATE: 25/02/2010 | | |
| Easement Reference | Purpose | Width (metres) | Origin | Land Benefited/in Favour of | |
| | | | | | |
| <p>SZIROM, McGRATH & Co. LAND SURVEYORS 113 CHURCH ST, KEILOR 3036 Tel.: (03) 9331 7099</p> | | | | | <p>LICENSED SURVEYOR: GEORGE M SZIROM</p> <p>SIGNATURE: Digitally Signed DATE / /</p> <p>SURVEYOR'S REF: 9224 VERSION 4</p> |
| Council delegate signature: _____ | | | | | |
| Date / / | | | | | |
| Original Sheet Size A3 | | | | | |

PLAN OF SUBDIVISION

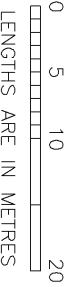
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Edition

PS 616 195 X



DETAIL 1
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SCALE
1:400

Original Sheet Size
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LICENSED SURVEYOR: **GEORGE M SZIROM**
SIGNATURE: Digitally Signed
SURVEYOR'S REF: **9224**

Date
Version **4**

Sheet **2**
Council delegate signature:
Date / /

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|----------------------------|----------------|---------|---------------------|
| PLAN OF SUBDIVISION | Stage — | Edition | PS 616 195 X |
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COBAW

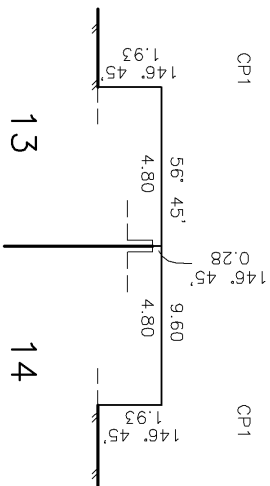
CIRCUIT

COBAW

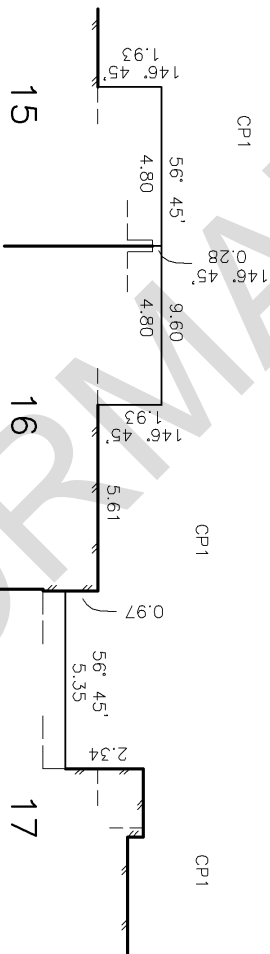
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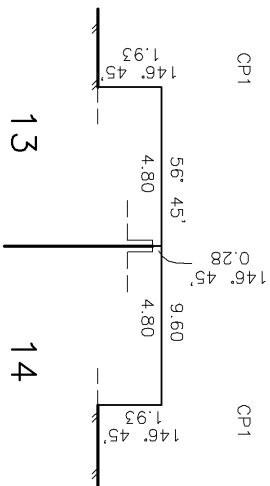
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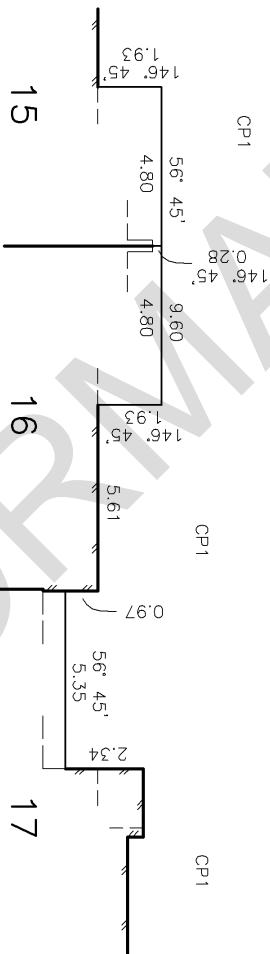
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DETAIL 4
NOT TO SCALE



DETAIL 5
NOT TO SCALE



SZIROM, McGRATH & Co.
LAND SURVEYORS, 113 CHURCH ST. KEILOR 3036
TEL: 9331 7099

LENGTHS ARE IN METRES

SCALE **N.T.S**

Original Sheet Size **A3**

LICENSED SURVEYOR: **GEORGE M SZIROM**
SIGNATURE: Digitally Signed
SURVEYOR'S REF: **9224**

Date / /
Version **4**

Sheet **3**
Council delegate signature: / /
Date / /

| PLAN OF SUBDIVISION | Stage — | Edition | PS 616 195 X |
|---|------------------------|---|---|
| <p>NOTICE OF RESTRICTION</p> <p>Upon registration of this Plan of Subdivision, the following restrictions are created:</p> <p>LAND TO BENEFIT: Lots 1-18 (inclusive) on Plan of Subdivision PS 616195 X.</p> <p>LAND TO BE BURDENED: Lots 1-18 (inclusive) on Plan of Subdivision PS 616195 X ("burdened lots").</p> <p>DESCRIPTION OF RESTRICTION The registered proprietor or proprietors for the time being of all of the lots on Plan of Subdivision PS 616195 X shall not:</p> <p>1 Dwelling and construction works</p> <p>1.1 build more than one dwelling-house on each burdened lot; 1.2 build a "granny-flat" on the burdened land or any part of it; 1.3 subdivide the burdened land or any of the burdened lots; 1.4 build a dwelling-house or any other improvements, or carry out any building or construction works on any of the burdened lots unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferee ("Subdivider") or Delfin Management Services Pty Ltd ACN 000 228 820 ("Delfin") and the subdivider or Delfin has given its approval to the plans prior to the commencement of building works; 1.5 carry out any site works, excavation, filling or construct any fencing or retaining walls on the burdened land or any part of it without the prior written consent of the Subdivider or Delfin; 1.6 delay or permit to be delayed the commencement or completion of any works that have been approved by the Subdivider or Delfin; 1.7 vary or allow any variation to any works that have been approved by the Subdivider or Delfin; 1.8 build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with endorsed memorandum of common provisions registered in dealing No. AA1080 which memorandum of common provisions is incorporated into this plan. This restriction (1.8) shall cease to have effect after 31 December 2014.</p> <p>2 External structures</p> <p>2.1 erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the subdivider or Delfin; 2.2 erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the subdivider or Delfin;</p> <p>3 Use of property</p> <p>3.1 use any of the burdened lots or any part of them for any purpose or use other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin;</p> <p>Unless otherwise specified in these restrictions, Restriction 1, 2 & 3 on this Plan of Subdivision shall cease to apply to or affect the burdened land on 1 July 2023.</p> <p>4 Planning</p> <p>4.1 construct any buildings or works other than in accordance with the endorsed plans forming part of the Planning Permit No. PA2008/1916 issued by the Melton Shire Council or any further planning approval.</p> <p>Restriction 4 shall cease to apply to or affect the burdened land two(2) years after the issue of an occupancy permit for the dwellings located on all of the lots on this plan.</p> | | | |
| SZIROM, McGRATH & Co. LAND SURVEYORS, 113 CHURCH ST. KEILOR 3036 – Tel 9331 7099 | | | SHEET 4 |
| | Original Sheet Size A3 | LICENSED SURVEYOR: GEORGE M SZIROM SIGNATURE: Digitally Signed DATE / / SURVEYOR'S REF: 9224 VERSION 4 | Council delegate signature: Date / / |

Plan of Subdivision PS616195X

Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003726J
Plan Number: PS616195X
Council Name: Shire of Melton
Council Reference Number 1: Sub 3323
Surveyor's Plan Version: 4-29 SEP 09

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Steve Finlay
Organisation: Shire of Melton
Date: 31/12/2009



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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.

Produced 17/01/2025 11:00:28 AM

| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AU697271F |
| Date and Time Lodged | 16/08/2021 03:36:29 PM | | |

Lodger Details

| | |
|-------------|--------------------------------|
| Lodger Code | 15940N |
| Name | COMMONWEALTH BANK OF AUSTRALIA |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | 90006315172 -soli |

MORTGAGE

| | |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

11191/635

Mortgagor

| | |
|---------------|----------|
| Given Name(s) | BURCU |
| Family Name | SIMSIRLI |
| Given Name(s) | TUGCE |
| Family Name | SIMSIRLI |

Mortgagee

| | |
|---------------------------|--------------------------------|
| Name | COMMONWEALTH BANK OF AUSTRALIA |
| ACN | 123123124 |
| Australian Credit Licence | 234945 |
| Address | |
| Floor Type | GROUND |
| Unit Type | TOWER |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Unit Number 1
Street Number 201
Street Name SUSSEX
Street Type STREET
Locality SYDNEY
State NSW
Postcode 2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA4944

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

- The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents:
 - has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
- The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
- The Certifier has retained the evidence supporting this Registry Instrument or Document.

| | |
|-----------------------|--------------------------------------|
| Executed on behalf of | COMMONWEALTH BANK OF AUSTRALIA |
| Signer Name | EMILIE CHRISTIE |
| Signer Organisation | CBA - COMMONWEALTH BANK OF AUSTRALIA |
| Signer Role | AUTHORISED SIGNATORY |
| Execution Date | 12 AUGUST 2021 |

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 17/01/2025 11:00:28 AM

| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AU697270H |
| Date and Time Lodged | 16/08/2021 03:36:29 PM | | |

Lodger Details

| | |
|-------------|--------------------------------|
| Lodger Code | 15940N |
| Name | COMMONWEALTH BANK OF AUSTRALIA |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | |

TRANSFER

| | |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11191/635

Transferor(s)

| | |
|---------------|---------|
| Given Name(s) | BILJANA |
| Family Name | SIMIC |
| Given Name(s) | SASA |
| Family Name | SIMIC |

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 480000.00

Transferee(s)

| | |
|----------------------|---------------|
| Tenancy (inc. share) | Joint Tenants |
| Given Name(s) | BURCU |
| Family Name | SIMSIRLI |
| Address | |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

| | |
|------------------|------------------|
| Unit Type | UNIT |
| Unit Number | 4 |
| Street Number | 17 |
| To Street Number | 21 |
| Street Name | COBAW |
| Street Type | CIRCUIT |
| Locality | CAROLINE SPRINGS |
| State | VIC |
| Postcode | 3023 |

| | |
|---------------|----------|
| Given Name(s) | TUGCE |
| Family Name | SIMSIRLI |

Address

| | |
|------------------|------------------|
| Unit Type | UNIT |
| Unit Number | 4 |
| Street Number | 17 |
| To Street Number | 21 |
| Street Name | COBAW |
| Street Type | CIRCUIT |
| Locality | CAROLINE SPRINGS |
| State | VIC |
| Postcode | 3023 |

Duty Transaction ID
5193744

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

| | |
|-----------------------|----------------------------------|
| Executed on behalf of | BURCU SIMSIRLI TUGCE SIMSIRLI |
| Signer Name | GULNAZ TALI |
| Signer Organisation | ROXBURGH PARK CONVEYANCING |
| Signer Role | LICENSED CONVEYANCER |
| Execution Date | 16 AUGUST 2021 |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

| | |
|-----------------------|-----------------------------------|
| Executed on behalf of | SASA SIMIC BILJANA SIMIC |
| Signer Name | ZLATA DIZDAREVIC |
| Signer Organisation | HILLSIDE PROPERTY CONVEYANCING |
| Signer Role | CONVEYANCING PRACTICE |
| Execution Date | 16 AUGUST 2021 |

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 17/01/2025 11:00:27 AM

OWNERS CORPORATION 1
PLAN NO. PS616195X

The land in PS616195X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AL274830H 06/08/2014

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:

NIL

Additional Owners Corporation Information:

OC006980D 16/03/2010

Notations:

NIL

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0 | 0 |
| Lot 1 | 100 | 100 |
| Lot 2 | 100 | 100 |
| Lot 3 | 100 | 100 |
| Lot 4 | 100 | 100 |
| Lot 5 | 100 | 100 |
| Lot 6 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/01/2025 11:00:27 AM

**OWNERS CORPORATION 1
PLAN NO. PS616195X**

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|--------------|----------------|----------------|
| Lot 7 | 100 | 100 |
| Lot 8 | 100 | 100 |
| Lot 9 | 100 | 100 |
| Lot 10 | 100 | 100 |
| Lot 11 | 100 | 100 |
| Lot 12 | 100 | 100 |
| Lot 13 | 100 | 100 |
| Lot 14 | 100 | 100 |
| Lot 15 | 100 | 100 |
| Lot 16 | 100 | 100 |
| Lot 17 | 100 | 100 |
| Lot 18 | 100 | 100 |
| Total | 1800.00 | 1800.00 |

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.



INNER OWNERS CORPORATION

NEXTRE

Owners Information Form

In order to keep our records up-to-date and to maintain a level of accuracy, kindly complete this form and return to our office:

Mailing Address: Inner Owners Corporation, 332 Kings Way, South Melbourne VIC 3205
Contact Number: 03 9804 5551
Email: mail@iocm.com.au

S.135 Owners Corporation Act 2006 – A lot owner who does not occupy the lot or who will be absent from the Lot for more than three months must advise the Owners Corporation of mailing address for service of notices as soon as possible.

PROPERTY DETAILS

Oc No:

Address:

Lot No:

Apartment No:

OWNER/S RESIDENTIAL/REGISTERED ADDRESS

Name/s:

Address:

Phone:

Mobile:

Mobile:

Mailing Address If Different From Above:

Fax:

**Email:

COMPANY DETAILS – Complete If Property Is Held In Name Of A Company Or Trust

Name Of Company/Trust:

Company/Trust Nominee:

Address:

Phone:

Mobile:

Fax:

**Email:

PROPERTY MANAGEMENT / LEASING AGENT

Agent's Business Name:

Agent's Address:

Phone:

Mobile:

Fax:

**Email:

Fee Notices to be sent via:

Email

Mail

to:

Owner

Agent

Notice of Meetings & All Correspondence to be sent via:

Email

Mail

to:

Owner

Agent

(Please circle your choice – be advised that we are unable to send via both methods or to both recipients)

Name:

Signed:

Date:

/ /

Inner Owners Corporation

332 Kings Way, South Melbourne
Victoria 3205

ABN. 37 637 559 507

D. +61 3 9804 5551

E. mail@iocm.com.au

www.innerrealestate.com.au

03 June 2024

Dear Valued Lot Owner,

We write to inform you that we have been appointed as the Owners Corporation Manager for 17-21 Cobaw Circuit, Caroline Springs.

As dedicated professionals in Owners Corporation management, we are committed to addressing your concerns promptly and effectively, with communication being a crucial component of our service.

In line with this commitment, we have prepared an Information Pack/FAQs to keep you well-informed about our company and the range of services we offer, complementing your responsibilities within the Owners Corporation.

The Inner Owners Corporation team are incredibly excited for this next chapter and is here to assist you with various matters, including administration, finances, maintenance, and general inquiries pertaining to the Owners Corporation.

We wish to thank you for your continued support, both now and into the future, for what we envision as a long-lasting partnership resulting in quality service delivery and exceptional results for your Owners Corporation.

Should you have any queries please do not hesitate to contact your new team on the details provided overpage.

Kindest regards and warmest welcome from Inner Owners Corporation.

Yours sincerely,

Michael Cimino
Director
Inner Owners Corporation

YOUR DEDICATED TEAM OF MANAGERS



MICHAEL CIMINO

Account Director/Owners Corporation Manager

E: michael@ire.com.au

QUALIFICATIONS + SKILLS:

- Bachelor of Commerce and Bachelor of Economics (Monash University)
- Chartered Accountant
- NFP committee member
- 10+ years experience in financial accounting
- 5+ years property experience



JORGE CAMPUZANO

Owners Corporation Manager

E: jorge@ire.com.au

QUALIFICATIONS + SKILLS:

- Bachelor of Law (Universidad Iberoamericana - Mexico)
- Banking and Finance Law Masters (Melbourne University)
- 15+ years corporate legal experience
- 5+ years in AML compliance and M&A



TIEMI SATO

Administrative Leader

E: tiemi@ire.com.au

QUALIFICATIONS + SKILLS:

- Bachelor of Business
- MBA in Business and Management
- 5+ years customer service experience



YULIANA SUBROTO

Accountant

E: yuliana@ire.com.au

QUALIFICATIONS + SKILLS:

- Bachelor of Business (Monash University)
- Masters of Business Administration
- Extensive process optimisation experience
- 3+ years property experience

OWNERS FREQUENTLY ASKED QUESTIONS

1. Will the details for making levy payments change?

Yes. The payment reference details will change however we use the same payment platform as your previous manager called DEFT payment systems.

If you have a current outstanding levy balance you will receive a statement from our office with your new payment reference details. If you have any questions following this letter, please do not hesitate to contact our team who can assist in ensuring your payments are made to the correct accounts.

2. How do I contact my manager moving forward?

So that we don't miss any communication we ask that you email our central email mail@iocm.com.au, which captures and tracks all external communication. Our direct email addresses are also included above. We will work closely with your Committee on any items reported directly to them.

3. Will there be any implications for the current Owners Corporation committee?

No. Your Owners Corporation Committee remains as elected at the last Annual General Meeting.

4. How do I order Access Products and Owners Corporation Certificates?

All Owners Corporation Certificates can be ordered via our website:
<https://www.innerrealestate.com.au/what-we-do/order-oc-certificate/>

We will issue further communication about online ordering or access devices shortly if relevant to your building.

5. Does Inner Owners Corporation have all certificates and insurance in place to operate independently?

Yes. If you require a copy of our Business License Authority (BLA) or Professional Indemnity (PI) Insurance (\$5,000,000) this is freely available on request.

INNER OWNERS CORPORATION

NOTICE OF ANNUAL GENERAL MEETING

OWNERS CORPORATION OF
17-21 Cobaw Circuit
PS616195X

TO BE HELD
06:00 PM on 27 February 2025

The Annual General Meeting for Owners Corporation PS616195X is to be held at:**TIME:** 06:00 PM**DATE:** 27 Feb 2025**Online Meeting Link:** Meeting Link: <https://tinyurl.com/mv26z9ps>**DIAL-IN DETAILS:** Phone: +61 2 8318 0091 Conference ID: 936 228 158#

At the meeting, the members can:

- Consider reports from the Committee and Manager
- Consider financial statements and the annual budget
- Vote to approve delegations
- Vote to appoint a Committee

In accordance with the Owners Corporations Act, the following documents are attached:

- The meeting agenda and associated documentation
- The text of any special or unanimous resolution to be voted on at the meeting
- The financial statements of Owners Corporation; and
- The proposed annual budget of the Owners Corporation

If you have any questions regarding the financial statements, please contact Inner Owners Corporation at least 7 working days prior to the Annual General Meeting.

If you are unable to attend the meeting, we encourage you to participate in the meeting by nominating a proxy to attend on your behalf by completing and lodging the attached proxy form.

Corporate Owners - Where the lot has been purchased in the name of a company, it is essential that a proxy appointing a representative to attend the meeting be completed by the company and provided at the meeting. This will ensure that the vote is valid. If appointing a Power of Attorney as a proxy, please attach a copy of the Power of Attorney.

NOTE:

In accordance with the Owners Corporation Act 2006, a lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of their mailing address in Australia for service of notices and any changes to it as soon as possible.

An owner, or proxy representing an owner, cannot vote on a motion requiring an Ordinary Resolution if a contribution or any amount owing by the lot owner to the Owners Corporation is unpaid at the commencement of the meeting. Except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question

Kayani Shahzeb

on behalf of Owners Corporation PS616195X

AGENDA

1. Lot Owners in attendance & proxies*
2. Apologies
3. Non-lot Owners in attendance
4. Entitlement to vote**
5. Quorum
6. Motions - As set out below

MOTIONS

The following Motions set out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying "Voting Paper". An explanatory note by the owner or manager proposing a motion may accompany the agenda.

1. Chairperson of the Meeting
2. Minute-taker of the Annual General Meeting
3. Recording of the Meeting
4. Adoption of Meeting Rules
5. Tabling and Confirmation of the Minutes of the Previous General Meeting
6. Insurance
7. Financial Statements for the Period
8. Administrative Fund Budget and Contributions
9. Arrears & Penalty Interest
10. Essential Safety Measures
11. Correspondence
12. General Business
13. Next Annual General Meeting

Notes to Agenda:

* A lot owner has the right to appoint a proxy. If you are unable to attend please complete the attached proxy form and return to Inner Owners Corporation via email to the respective manager, or via post at PO Box 33059, Melbourne VIC 3004, or present it to the Secretary of the Owners Corporation prior to or at the commencement of the meeting.

** Section 94 Division 7 of the Owners Corporations Act 2006 states 'lot owners whose fees or other amounts owing to the owners corporation are in arrears is not entitled to vote, either in person, by ballot or by proxy, except when a special resolution or unanimous resolution is required. It is an owner's responsibility to ensure that all outstanding amounts are paid prior to the meeting date. Section 3 Division 1 of the Owners Corporations Act 2006 - "lot liability" in relation to a lot affected by an owners corporation, means a number specified in the plan as the lot liability for that lot, expressing the proportion of the administrative and general expenses of the owners corporation which the lot owner is obliged to pay.'

VOTING PAPER – Open Motions

Motion 1

Chairperson of the Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation Manager be appointed to act as the Chairperson of the Meeting.

Explanatory notes:

According to Section 79 of the Owners Corporation Act 2006, the lot owners present at an Annual General Meeting may elect one of their number or the manager of the Owners Corporation to chair the meeting.

If the chairperson of the Owners Corporation is present at a general meeting and an election under subsection (1) has not been made, the chairperson moderates the meeting.

Motion 2

Minute-taker of the Annual General Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation Manager be appointed as minute-taker of the Annual General Meeting.

Explanatory notes:

Pursuant to Section 81 of the Owners Corporation Act 2006 (Minutes of meetings), the owners corporation must arrange for minutes to be kept of general meetings.

The minimum information to be recorded in the minutes for each general meeting is—

- (a) the date, time and place of the meeting; and
- (b) the names of lot owners present
- (c) the names of lot owners who have provided proxies; and
- (d) the names of proxies present; and
- (e) the voting on any resolutions; and
- (f) the text of all resolutions of the Owners Corporation made at the general meeting.

Motion 3

Recording of the Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation (OC) approves the recording of this meeting for the primary purpose of ensuring accurate and comprehensive minute-taking. All attendees have been informed of the recording and consent to it for the purpose of maintaining high-quality and accurate records of the meeting proceedings.

Explanatory notes: The recording will assist in capturing the details discussed during the meeting more effectively, thereby enhancing the accuracy of the minutes and ensuring that all decisions and discussions are properly documented.

Motion 4

Adoption of Meeting Rules

Submitted by Strata Manager

Ordinary Resolution

Motion: *That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.*

Explanatory notes:

Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
 - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.

- If an amendment is lost and no further amendment is proposed, the original motion stands.
 - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
 - of the debate.
 - of the meeting.
 5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
 6. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'.
 7. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'.
 8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

Motion 5

Tabling and Confirmation of the Minutes of the Previous General Meeting

Submitted by Strata Manager

It is noted that the minutes of the previous Annual General Meeting held on 21st of June 2024 were circulated with the meeting documentation.

Motion: *'That Minutes of the Previous General Meeting held on 21st of June 2024 be confirmed as a true and accurate record of that meeting'.*

Ordinary Resolution

Motion 6

Insurance

Submitted by Strata Manager

Ordinary Resolution**Motion:**

Resolve:

1. *"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.*
2. *That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.*
3. *That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.*
4. *The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."*

Explanatory notes:

9. The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured). Unless otherwise instructed we will obtain an insurance valuation every five years and increase the level of cover in line with that valuation.
10. The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
11. Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
12. Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
13. With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Motion 7

Financial Statements for the Period

Submitted by Strata Manager

Ordinary Resolution

Motion: *That the financial statements for Owners Corporation PS616195X for the period ended 31/1/25 be approved.*

Explanatory notes:

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Motion 8

Administrative Fund Budget and Contributions

Submitted by Strata Manager

Ordinary Resolution

Motion: "That:

1. *The proposed Administrative Budget for the period ending 31/1/26 is circulated with the agenda of the meeting.*
2. *An Administrative Budget of \$43,100.00 be raised.*
3. *The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable Quarterly in advance from the next levy period.*
4. *That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."*

Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST.

This Administrative Budget is to remain in force until the next Annual General Meeting.

Explanatory notes:

*Explanatory notes:**Annual Budget and Levies for the Period (s23 of the Act)*

If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the ballot close date. Please email any queries to mail@iocm.com.au.

Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure.

Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.

Please note that any unbudgeted expenditure may require a Special Levy.

Motion 9

Arrears & Penalty Interest

Submitted by Strata Manager

Ordinary Resolution**Motion:**

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

Explanatory notes:

14. Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
15. Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Motion 10

Essential Safety Measures

Submitted by Strata Manager

Ordinary Resolution**Motions:**

"a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.

b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."

Motion 11

Correspondence

In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.

Centralising our email communication offers several key benefits:

Enhanced Customer Service: By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.

Faster Response Times: With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.

Improved Collaboration: Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.

Motion 12

General Business

Motion 13

Next Annual General Meeting

A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.

Motion 14

Election of Committee

Chairperson

Nominations will be called for at the meeting as no nominations were received.

Secretary

Nominations will be called for at the meeting as no nominations were received.

Treasurer

Nominations will be called for at the meeting as no nominations were received.

Ordinary Member

Nominations will be called for at the meeting as no nominations were received.

Attachments

- Proxy and Committee Forms
- 20240611 - IIS Certificate of Currency
- Meeting_17-21 Cobaw Circuit_21 Jun 2024
- reportAnnualFinancialStatement_101170532
- proposedAnnualBudget_101170591

Owners Corporation Proxy Form

Owners Corporation Plan No.

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

OC 9 (12/07)

Under regulation 8 of the Owners Corporations Regulations 2018, I/We

Name(s) of Lot Owners

Of (address)

Being the owner(s) of lot(s)

Lot number(s)

Authorise

Name of person

Of (address)

As my/our proxy:

A. to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

OR

to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B. To represent me/us on the committee of the Owners Corporation

Signed by (member(s) giving proxy)

Printed name(s)

Date

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your “proxy.

To authorise a proxy you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners corporations must keep the copy of the Proxy authorisation for 12 months.

INFORMATION ONLY

Owners Corporation Committee Nomination

Owners Corporations Act 2006 Section 103, Owners Corporations Regulations 2018 and Owners Corporation Rules

- A member of the committee must be a lot owner or be authorised by a lot owner (hold a proxy) to act on their behalf.
- A person is not eligible to be elected as a committee member if they are in arrears for any fees or other amounts are owed to the owners corporation.

To: the Owners Corporation

| | |
|--|--|
| Name and plan number of owners corporation | |
|--|--|

From: Details of person nominating to be elected as a committee member

| | |
|--|--|
| Name | |
| Address | |
| Postal address (if different from above) | |
| Telephone number | |
| Email address | |

I am a: (mark applicable box with an X)

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | A lot owner of lot number(s) | |
| <input type="checkbox"/> | A proxy holder of the lot owner(s) to act on their behalf for lot number(s) | |

I wish to nominate as a candidate for election as a committee member. Outlined below is a summary of the skills and knowledge I can bring to the committee

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

| | |
|-----------|--|
| Signature | |
| Date | |

Lodge this form with the owner's corporation. The committee will be determined at the next annual general meeting or as notified by the owner's corporation.

Issue date: 11/06/24

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: Owners Corporation PS 616195X

POLICY NUMBER: ISRSC/0000288

PERIOD OF INSURANCE: 05/06/24 expiring 01/04/25 At 4pm Local Time

INTERESTED PARTY(S):

DESCRIPTION OF INSURED BUSINESS: Residential Strata

SITUATION OF RISK: 17-21 COBAW CIRCUIT, CAROLINE SPRINGS, VIC, 3023

SECTION 1: Building and Common Contents

| | | |
|--------------------------------|--------------|--|
| Total BSI | \$12,900,000 | |
| IIS Share % | 100.0000000% | |
| Buildings | \$12,900,000 | |
| Sub Section 5.1-5.10 Combined | \$225,000 | |
| Lot Owners Paint & Wallpaper | Insured | |
| Floating Floorboards | Insured | |
| Lot Owners Fixtures & Fittings | Insured | |
| Flood | Insured | |
| Common Contents | \$129,000 | |
| Loss of Rent | \$1,935,000 | |

SECTION 2: Public Liability

\$20,000,000

SECTION 3: Voluntary Workers Personal Accident

| | | |
|---------------------|--|---------|
| Death & Disablement | | Insured |
| Weekly Benefits | | Insured |

SECTION 4: Fidelity Guarantee

\$250,000

Minutes of the Annual General Meeting

Owners Corporation for 17-21 Cobaw Circuit, Caroline Springs, VIC, 3023PS616195X

| | | | |
|-----------------------------|---|--------------------------------------|------------------|
| Meeting Date | 21 Jun 2024 | | |
| Meeting Location | 5/17-21 Cobaw Circuit, Caroline Springs, VIC, 3023 | | |
| Time | 06:30 PM | Opened: 06:02 PM | Closed: 07:48 PM |
| Lots Represented | Lot 2 | Rob Mcintosh | Proxy present |
| | Lot 5 | Nathan Michael Fava | Owner present |
| | Lot 6 | Amirul Hakim Bunawar (non-financial) | Owner present |
| | Lot 14 | Sarwit Torrunin Pensri | Owner present |
| | Lot 16 | Timothy Alan Hateley (non-financial) | Owner present |
| | Lot 17 | Daniella Escobar (non-financial) | Owner present |
| Chairperson | Michael Cimino – Inner Owners Corporation | | |
| Additional Attendees | Kayani Shahzeb – Inner Owners Corporation | | |
| Apologies | | | |
| Quorum | A quorum was not achieved, and all decisions are interim resolutions. | | |

Motion 1

Adoption of Meeting Rules

Ordinary Resolution

Submitted by Strata Manager

Motion: *‘That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted’.*

Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
 - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.
 - If an amendment is lost and no further amendment is proposed, the original motion stands.
 - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
 - of the debate.
 - of the meeting.
5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
6. The Chairperson can decide all questions on ‘point of order’, subject to an appeal to the meeting. However, there is no debate on ‘points of order’.
7. Attention can be drawn to a ‘point of order’ if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The ‘point of order’ must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the ‘point of order’.
8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

Passed by Simple Majority

Motion 2

Tabling and Confirmation of the Minutes of the Previous General Meeting

Ordinary Resolution
Submitted by Strata Manager

It is noted that the minutes of the previous Annual General Meeting held on 2nd of May 2023 were not kept on record by the previous Owners Corporation Manager. For this reason we cannot present the minutes for adoption at this meeting.

Motion: *'That Minutes of the Previous General Meeting held on 2nd of May 2023 cannot be confirmed as a true and accurate record of that meeting'.*

Passed by Simple Majority

Motion 3

Presentation of Owners Corporation Manager Reports

Ordinary Resolution
Submitted by Strata Manager

The following reports are presented for consideration:

1. Managers Report - A copy of the Owners Corporation Manager's Report has been included with the meeting documentation.
2. Report on Dispute Resolution - No disputes have been lodged under part 10 of the Owners Corporation Act 2006.
3. Penalty Interest Waived - No interest has been waived.

Motion: *'That the Owners Corporation Manager's report and associated documents be adopted'.*

Passed by Simple Majority

Motion 4

Insurance

Ordinary Resolution
Submitted by Strata Manager

Motion:

Resolve:

1. *"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.*
2. *That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.*
3. *That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.*
4. *The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."*

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured).
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Passed by Simple Majority

Motion 5

Financial Statements for the Period

Ordinary Resolution

Submitted by Strata Manager

Motion: *‘That the financial statements for Owners Corporation PS616195X for the period ended 31/1/24 be approved’.*

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Passed by Simple Majority

Motion 6

Administrative Fund Budget and Contributions

Ordinary Resolution

Submitted by Strata Manager

Motion: "That:

1. *The proposed Administrative Budget for the period ending 31/1/25 is circulated with the agenda of the meeting.*
2. *An Administrative Budget of \$45,000.00 be raised.*
3. *The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.*
4. *That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."*

Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST.

This Administrative Budget is to remain in force until the next Annual General Meeting.

Annual Budget and Levies for the Period (s23 of the Act)

If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM. Please email any queries to mail@iocm.com.au.

Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure. Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.

Please note that any unbudgeted expenditure may require a Special Levy.

Passed by Simple Majority

Motion 7
Arrears & Penalty Interest
Ordinary Resolution

Submitted by Strata Manager

Motion:

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Passed by Simple Majority
Motion 8
Essential Safety Measures
Ordinary Resolution

Submitted by Strata Manager

Motions:

- "a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.*
- b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."*

Passed by Simple Majority

| | |
|---|---|
| Motion 9 | |
| Common Seal | Ordinary Resolution Submitted by Strata Manager |
| <p>In accordance with the Owners Corporations and Other Acts Amendment Act 2021 (Vic) which came into effect on 01/12/21, Owners Corporations are no longer required to possess a common seal, and the use of a common seal is no longer a requirement for the execution of documents for and on behalf of an OC. Existing OCs must still use their common seal to execute documents. However, by ordinary resolution, these OCs may determine that their common seals are no longer required and can vote to destroy their common seal. This will allow the OC to execute documents in accordance with the new regulations. This action will allow for more flexibility in entering into contracts and agreements.</p> <p>Motion: <i>"That the common seal of Owners Corporation PS616195X is no longer required and that it be destroyed pursuant to Section 18A of the Owners Corporations Act 2006."</i></p> | |
| Passed by Simple Majority | |

| | |
|--|--|
| Item 10 | |
| Correspondence | |
| <p>In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.</p> <p>Centralising our email communication offers several key benefits:</p> <p><u>Enhanced Customer Service:</u> By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.</p> <p><u>Faster Response Times:</u> With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.</p> <p><u>Improved Collaboration:</u> Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.</p> | |

| | |
|-------------------------|--|
| Item 11 | |
| General Business | |

| |
|---|
| Notes |
| <p>The following items of General Business were raised:</p> <p>Internet – There was a question about Fibre to the premises. Lot Owners cannot request an upgrade to Fibre to the Premises, it would require all 18 Lots to be in agreement. The Committee agreed to take on the task of getting all Lots on Fibre and consult the OC Manager if more assistance is required.</p> <p>Gutter Maintenance - Residents are reminded about their responsibility to ensure their gutters are cleaned regularly to minimise damage from overflowing or blocked gutters.</p> |

| | | |
|--|------------------------------------|--|
| Item 12 | | |
| <table border="1"> <tr> <td>Next Annual General Meeting</td> <td></td> </tr> </table> <p>A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.</p> | Next Annual General Meeting | |
| Next Annual General Meeting | | |

| |
|---|
| Election of Committee |
| Election of Chairperson |
| Nathan Fava has been elected as Chairperson |

| |
|--|
| Election of Ordinary Member |
| Rob McIntosh, Sarwit Torrunin Pensri have been elected to the committee. |

| |
|---|
| Election of Secretary |
| No nominees were selected for Secretary, this place remains to be filled. |

ANNUAL FINANCIAL STATEMENTS

For the period 1 February 2024 to 31 January 2025

Prepared For

17-21 Cobaw Circuit

Plan No. PS616195X

17-21 Cobaw Circuit
Caroline Springs
Victoria 3023

Manager

Kayani Shahzeb
Inner Owners Corporation Pty Ltd - General Account

Printed

10 February 2025

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS616195X

As at 31st January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

Assets

2025

| | | |
|---------------------|--------|---------------------|
| Cash | | 12,382.80 |
| Levies in Arrears | Note 7 | 10,425.52 |
| Total Assets | | \$ 22,808.32 |

Liabilities

| | | |
|-----------------------------|--------|---------------------|
| Unallocated Monies Received | Note 8 | 1,383.27 |
| Total Liabilities | | \$ 1,383.27 |
| Net Assets | | \$ 21,425.05 |

Equity

| | |
|---------------------|---------------------|
| Administrative Fund | 21,425.05 |
| Maintenance Fund | 0.00 |
| Total Equity | \$ 21,425.05 |

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. PS616195X

1 February 2024 to 31 January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

| Income | Actuals | Budget | Variance \$ | Variance % |
|--|----------------------|----------------------|----------------------|----------------------|
| | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 |
| Contributions | 9,087.51 | 0.00 | 9,087.51 | 100 |
| Levies - Debt recovery costs | 430.00 | 0.00 | 430.00 | 100 |
| Levies - normal | 44,310.23 | 45,000.00 | (689.77) | (2) |
| Levies - other | 1,437.52 | 0.00 | 1,437.52 | 100 |
| Mutual Revenue - penalty interest | 130.17 | 0.00 | 130.17 | 100 |
| Total Administrative Fund Income | 55,395.43 | 45,000.00 | 10,395.43 | 23 |
| Expenditure | | | | |
| Admin - disbursements paid to outgoing manager | 1,238.78 | 1,720.00 | 481.22 | 28 |
| Administrative Fees & Charges | 322.34 | 0.00 | (322.34) | (100) |
| Administrative Fees & Charges - fines, penalties | 1,720.00 | 0.00 | (1,720.00) | (100) |
| Bank Fees & Charges | 6.41 | 0.00 | (6.41) | (100) |
| Bank Fees & Charges - DEFT fees | 52.25 | 0.00 | (52.25) | (100) |
| Bank Fees & Charges - account keeping fees | 6.40 | 0.00 | (6.40) | (100) |
| Caretaking Services | 2,240.00 | 1,440.00 | (800.00) | (56) |
| Essential Services | 0.00 | 1,000.00 | 1,000.00 | 100 |
| General Repairs | 352.00 | 1,000.00 | 648.00 | 65 |
| Insurance | 26,202.50 | 0.00 | (26,202.50) | (100) |
| Insurance Premiums | 3,285.84 | 32,000.00 | 28,714.16 | 90 |
| Legal Services | 1,602.52 | 0.00 | (1,602.52) | (100) |
| Manager | 0.00 | 4,725.00 | 4,725.00 | 100 |
| Strata Manager - disbursements paid to outgoing m... | 0.00 | 1,238.78 | 1,238.78 | 100 |
| Strata Manager - fees paid to outgoing manager | 1,840.87 | 1,840.00 | (0.87) | (0) |
| Strata Manager - management fees | 4,725.00 | 0.00 | (4,725.00) | (100) |
| Valuer - insurance valuation | 990.00 | 400.00 | (590.00) | (148) |
| Total Administrative Fund Expenditure | 44,584.91 | 45,363.78 | 778.87 | 2 |
| Surplus / Deficit for period | 10,810.52 | (363.78) | | |

Summary

| | |
|--|---------------------|
| Opening Balance as at 1 February 2024 | 10,614.53 |
| Total Revenue during period | 55,395.43 |
| Total Expenditure during period | (44,584.91) |
| Administrative Fund balance as at 31 January 2025 | \$ 21,425.05 |

Income and Expenditure Statement

Maintenance Fund

Owners Corporation for Plan No. PS616195X

1 February 2024 to 31 January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

| Income | Actuals | Budget | Variance \$ | Variance % |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|
| | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 |
| Total Maintenance Fund Income | 0.00 | 0.00 | 0 | 0 |

Summary

| | |
|---|----------------|
| Opening Balance as at 1 February 2024 | 0.00 |
| Total Revenue during period | 0.00 |
| Total Expenditure during period | 0.00 |
| Maintenance Fund balance as at 31 January 2025 | \$ 0.00 |

Notes To Financial Statements

Owners Corporation for Plan No. PS616195X

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Levies in Arrears - also see note 2

| Detail | Amount |
|------------------|---------------------|
| Lot: 1 Unit: 1 | 7153.07 |
| Lot: 12 Unit: 12 | 1414.12 |
| Lot: 13 Unit: 13 | 6.25 |
| Lot: 15 Unit: 15 | 1852.08 |
| | \$ 10,425.52 |

Note 8 Unallocated Monies Received - also see note 3

| Detail | Amount |
|------------------|--------------------|
| Lot: 4 Unit: 4 | 625.00 |
| Lot: 7 Unit: 7 | 625.00 |
| Lot: 16 Unit: 16 | 133.27 |
| | \$ 1,383.27 |

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS616195X

1 February 2025 to 31 January 2026

17-21 Cobaw Circuit Caroline Springs Victoria 3023

| Expenditure | Actuals 02/24 - 01/25 | Budget 02/24 - 01/25 | Budget 02/25 - 01/26 | Variance \$ |
|--|--------------------------|-------------------------|-------------------------|-------------------|
| Administrative Fees & Charges | 322.34 | - | 350.00 | 350.00 |
| Administrative Fees & Charges - disbursements paid to outgoing manager | 1,238.78 | 1,720.00 | - | (1,720.00) |
| Administrative Fees & Charges - fines, penalties | 1,720.00 | - | - | - |
| Bank Fees & Charges | 6.41 | - | 10.00 | 10.00 |
| Bank Fees & Charges - DEFT fees | 52.25 | - | 60.00 | 60.00 |
| Bank Fees & Charges - account keeping fees | 6.40 | - | 10.00 | 10.00 |
| Caretaking Services | 2,240.00 | 1,440.00 | 2,500.00 | 1,060.00 |
| Essential Services | - | 1,000.00 | 500.00 | (500.00) |
| General Repairs | 352.00 | 1,000.00 | 5,370.00 | 4,370.00 |
| Insurance | 26,202.50 | - | 28,000.00 | 28,000.00 |
| Insurance Premiums | 3,285.84 | 32,000.00 | - | (32,000.00) |
| Legal Services | 1,602.52 | - | - | - |
| Manager | - | 4,725.00 | - | (4,725.00) |
| Strata Manager - disbursements paid to outgoing manager | - | 1,238.78 | - | (1,238.78) |
| Strata Manager - fees paid to outgoing manager | 1,840.87 | 1,840.00 | - | (1,840.00) |
| Strata Manager - management fees | 4,725.00 | - | 6,300.00 | 6,300.00 |
| Valuer - insurance valuation | 990.00 | 400.00 | - | (400.00) |
| Total Administrative Fund Expenditure | 44,584.91 | 45,363.78 | 43,100.00 | (2,263.78) |

| Additional Revenue | Actuals 02/24 - 01/25 | Budget 02/24 - 01/25 | Budget 02/25 - 01/26 | Variance \$ |
|---|--------------------------|-------------------------|-------------------------|-----------------|
| Contributions | 9,087.51 | - | 9,541.89 | 9,541.89 |
| Total Administrative Fund Additional Revenue | 9,087.51 | - | 9,541.89 | 9,541.89 |

| Administrative Fund Summary | | Budget 02/25 - 01/26 |
|--|------------------|-------------------------|
| Opening balance (Surplus) | 21,425.05 | |
| Expenditure during budget period | 43,100.00 | |
| | 21,674.95 | |
| Less Additional revenue during budget period | 9,541.89 | |
| Plus Planned surplus at end of budget period | 30,966.94 | |
| Budgeted levies to be raised \$ | 43,100.00 | 23.9444 |
| Last years budgeted levies raised | 45,000.00 | 25.0000 |
| Variance \$ | (1,900.00) | |
| Total Lot Liability | 1800 | |
| *May include insurance contributions | | |

Owners Corporation for Plan No. PS616195X

17-21 Cobaw Circuit Caroline Springs Victoria 3023

Proposed Levy Period Start 01/02/2025
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST NO

| TOTAL LEVIES | <u>Per Period</u> | <u>Per Year</u> |
|---------------------|--|-----------------|
| Admin Fund | P1 11,250.0000 P2 11,250.0000 P3 10,300.0000 P4 10,300.0000 | 43,100.00 |
| Maint Fund | P1 0.0000 P2 0.0000 P3 0.0000 P4 0.0000 | 0.00 |
| Total Contribution | P1 11,250.0000 P2 11,250.0000 P3 10,300.0000 P4 10,300.0000 | 43,100.00 |

| TOTAL LIABILITIES | <u>Per Period</u> | <u>Per Year</u> |
|--------------------------|--|-----------------|
| Admin Fund | P1 6.2500 P2 6.2500 P3 5.7222 P4 5.7222 | 23.9444 |
| Maint Fund | P1 0.0000 P2 0.0000 P3 0.0000 P4 0.0000 | 0.0000 |
| Total Per Lot Liability | P1 6.2500 P2 6.2500 P3 5.7222 P4 5.7222 | 23.9444 |

Yearly Levy By Period (Estimate Only)

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|--------|
| 1 | 1 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 2 | 2 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 3 | 3 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 4 | 4 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 5 | 5 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|--------|
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 6 | 6 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 7 | 7 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 8 | 8 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 9 | 9 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 10 | 10 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 11 | 11 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 12 | 12 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 13 | 13 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 14 | 14 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 15 | 15 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 16 | 16 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|------------------|
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 17 | 17 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 18 | 18 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| | | 1800 | 1800 | | 43,100.00 | 0.00 | 43,100.00 |

INFORMATION

INNER OWNERS CORPORATION

NOTICE OF ANNUAL GENERAL MEETING

OWNERS CORPORATION OF
17-21 Cobaw Circuit
PS616195X

TO BE HELD
06:00 PM on 27 February 2025

The Annual General Meeting for Owners Corporation PS616195X is to be held at:**TIME:** 06:00 PM**DATE:** 27 Feb 2025**Online Meeting Link:** Meeting Link: <https://tinyurl.com/mv26z9ps>**DIAL-IN DETAILS:** Phone: +61 2 8318 0091 Conference ID: 936 228 158#

At the meeting, the members can:

- Consider reports from the Committee and Manager
- Consider financial statements and the annual budget
- Vote to approve delegations
- Vote to appoint a Committee

In accordance with the Owners Corporations Act, the following documents are attached:

- The meeting agenda and associated documentation
- The text of any special or unanimous resolution to be voted on at the meeting
- The financial statements of Owners Corporation; and
- The proposed annual budget of the Owners Corporation

If you have any questions regarding the financial statements, please contact Inner Owners Corporation at least 7 working days prior to the Annual General Meeting.

If you are unable to attend the meeting, we encourage you to participate in the meeting by nominating a proxy to attend on your behalf by completing and lodging the attached proxy form.

Corporate Owners - Where the lot has been purchased in the name of a company, it is essential that a proxy appointing a representative to attend the meeting be completed by the company and provided at the meeting. This will ensure that the vote is valid. If appointing a Power of Attorney as a proxy, please attach a copy of the Power of Attorney.

NOTE:

In accordance with the Owners Corporation Act 2006, a lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of their mailing address in Australia for service of notices and any changes to it as soon as possible.

An owner, or proxy representing an owner, cannot vote on a motion requiring an Ordinary Resolution if a contribution or any amount owing by the lot owner to the Owners Corporation is unpaid at the commencement of the meeting. Except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question

Kayani Shahzeb

on behalf of Owners Corporation PS616195X

AGENDA

1. Lot Owners in attendance & proxies*
2. Apologies
3. Non-lot Owners in attendance
4. Entitlement to vote**
5. Quorum
6. Motions - As set out below

MOTIONS

The following Motions set out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying "Voting Paper". An explanatory note by the owner or manager proposing a motion may accompany the agenda.

1. Chairperson of the Meeting
2. Minute-taker of the Annual General Meeting
3. Recording of the Meeting
4. Adoption of Meeting Rules
5. Tabling and Confirmation of the Minutes of the Previous General Meeting
6. Insurance
7. Financial Statements for the Period
8. Administrative Fund Budget and Contributions
9. Arrears & Penalty Interest
10. Essential Safety Measures
11. Correspondence
12. General Business
13. Next Annual General Meeting

Notes to Agenda:

* A lot owner has the right to appoint a proxy. If you are unable to attend please complete the attached proxy form and return to Inner Owners Corporation via email to the respective manager, or via post at PO Box 33059, Melbourne VIC 3004, or present it to the Secretary of the Owners Corporation prior to or at the commencement of the meeting.

** Section 94 Division 7 of the Owners Corporations Act 2006 states 'lot owners whose fees or other amounts owing to the owners corporation are in arrears is not entitled to vote, either in person, by ballot or by proxy, except when a special resolution or unanimous resolution is required. It is an owner's responsibility to ensure that all outstanding amounts are paid prior to the meeting date. Section 3 Division 1 of the Owners Corporations Act 2006 - "lot liability" in relation to a lot affected by an owners corporation, means a number specified in the plan as the lot liability for that lot, expressing the proportion of the administrative and general expenses of the owners corporation which the lot owner is obliged to pay.

VOTING PAPER – Open Motions

Motion 1

Chairperson of the Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation Manager be appointed to act as the Chairperson of the Meeting.

Explanatory notes:

According to Section 79 of the Owners Corporation Act 2006, the lot owners present at an Annual General Meeting may elect one of their number or the manager of the Owners Corporation to chair the meeting.

If the chairperson of the Owners Corporation is present at a general meeting and an election under subsection (1) has not been made, the chairperson moderates the meeting.

Motion 2

Minute-taker of the Annual General Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation Manager be appointed as minute-taker of the Annual General Meeting.

Explanatory notes:

Pursuant to Section 81 of the Owners Corporation Act 2006 (Minutes of meetings), the owners corporation must arrange for minutes to be kept of general meetings.

The minimum information to be recorded in the minutes for each general meeting is—

- (a) the date, time and place of the meeting; and
- (b) the names of lot owners present
- (c) the names of lot owners who have provided proxies; and
- (d) the names of proxies present; and
- (e) the voting on any resolutions; and
- (f) the text of all resolutions of the Owners Corporation made at the general meeting.

Motion 3

Recording of the Meeting

Submitted by Strata Manager

Ordinary Resolution

Motion: That the Owners Corporation (OC) approves the recording of this meeting for the primary purpose of ensuring accurate and comprehensive minute-taking. All attendees have been informed of the recording and consent to it for the purpose of maintaining high-quality and accurate records of the meeting proceedings.

Explanatory notes: The recording will assist in capturing the details discussed during the meeting more effectively, thereby enhancing the accuracy of the minutes and ensuring that all decisions and discussions are properly documented.

Motion 4

Adoption of Meeting Rules

Submitted by Strata Manager

Ordinary Resolution

Motion: *That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.*

Explanatory notes:

Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
 - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.

- If an amendment is lost and no further amendment is proposed, the original motion stands.
 - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
 - of the debate.
 - of the meeting.
 5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
 6. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'.
 7. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'.
 8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

Motion 5

Tabling and Confirmation of the Minutes of the Previous General Meeting

Submitted by Strata Manager

It is noted that the minutes of the previous Annual General Meeting held on 21st of June 2024 were circulated with the meeting documentation.

Motion: *'That Minutes of the Previous General Meeting held on 21st of June 2024 be confirmed as a true and accurate record of that meeting'.*

Ordinary Resolution

Motion 6

Insurance

Submitted by Strata Manager

Ordinary Resolution**Motion:**

Resolve:

1. *"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.*
2. *That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.*
3. *That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.*
4. *The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."*

Explanatory notes:

9. The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured). Unless otherwise instructed we will obtain an insurance valuation every five years and increase the level of cover in line with that valuation.
10. The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
11. Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
12. Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
13. With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Motion 7

Financial Statements for the Period

Submitted by Strata Manager

Ordinary Resolution

Motion: *'That the financial statements for Owners Corporation PS616195X for the period ended 31/1/25 be approved'.*

Explanatory notes:

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Motion 8

Administrative Fund Budget and Contributions

Submitted by Strata Manager

Ordinary Resolution

Motion: "That:

1. *The proposed Administrative Budget for the period ending 31/1/26 is circulated with the agenda of the meeting.*
2. *An Administrative Budget of \$43,100.00 be raised.*
3. *The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable Quarterly in advance from the next levy period.*
4. *That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."*

Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST.

This Administrative Budget is to remain in force until the next Annual General Meeting.

Explanatory notes:

*Explanatory notes:**Annual Budget and Levies for the Period (s23 of the Act)*

If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the ballot close date. Please email any queries to mail@iocm.com.au.

Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure.

Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.

Please note that any unbudgeted expenditure may require a Special Levy.

Motion 9

Arrears & Penalty Interest

Submitted by Strata Manager

Ordinary Resolution**Motion:**

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

Explanatory notes:

14. Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
15. Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Motion 10

Essential Safety Measures

Submitted by Strata Manager

Ordinary Resolution**Motions:**

"a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.

b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."

Motion 11

Correspondence

In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.

Centralising our email communication offers several key benefits:

Enhanced Customer Service: By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.

Faster Response Times: With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.

Improved Collaboration: Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.

Motion 12

General Business

Motion 13

Next Annual General Meeting

A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.

Motion 14

Election of Committee

Chairperson

Nominations will be called for at the meeting as no nominations were received.

Secretary

Nominations will be called for at the meeting as no nominations were received.

Treasurer

Nominations will be called for at the meeting as no nominations were received.

Ordinary Member

Nominations will be called for at the meeting as no nominations were received.

Attachments

- Proxy and Committee Forms
- 20240611 - IIS Certificate of Currency
- Meeting_17-21 Cobaw Circuit_21 Jun 2024
- reportAnnualFinancialStatement_101170532
- proposedAnnualBudget_101170591

Owners Corporation Proxy Form

Owners Corporation Plan No.

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

OC 9 (12/07)

Under regulation 8 of the Owners Corporations Regulations 2018, I/We

Name(s) of Lot Owners

Of (address)

Being the owner(s) of lot(s)

Lot number(s)

Authorise

Name of person

Of (address)

As my/our proxy:

A. to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

OR

to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B. To represent me/us on the committee of the Owners Corporation

Signed by (member(s) giving proxy)

Printed name(s)

Date

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your “proxy.

To authorise a proxy you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners corporations must keep the copy of the Proxy authorisation for 12 months.

INFORMATION ONLY

Owners Corporation Committee Nomination

Owners Corporations Act 2006 Section 103, Owners Corporations Regulations 2018 and Owners Corporation Rules

- A member of the committee must be a lot owner or be authorised by a lot owner (hold a proxy) to act on their behalf.
- A person is not eligible to be elected as a committee member if they are in arrears for any fees or other amounts are owed to the owners corporation.

To: the Owners Corporation

| | |
|--|--|
| Name and plan number of owners corporation | |
|--|--|

From: Details of person nominating to be elected as a committee member

| | |
|--|--|
| Name | |
| Address | |
| Postal address (if different from above) | |
| Telephone number | |
| Email address | |

I am a: (mark applicable box with an X)

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | A lot owner of lot number(s) | |
| <input type="checkbox"/> | A proxy holder of the lot owner(s) to act on their behalf for lot number(s) | |

I wish to nominate as a candidate for election as a committee member. Outlined below is a summary of the skills and knowledge I can bring to the committee

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

| | |
|-----------|--|
| Signature | |
| Date | |

Lodge this form with the owner's corporation. The committee will be determined at the next annual general meeting or as notified by the owner's corporation.

Issue date: 11/06/24

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: Owners Corporation PS 616195X

POLICY NUMBER: ISRSC/0000288

PERIOD OF INSURANCE: 05/06/24 expiring 01/04/25 At 4pm Local Time

INTERESTED PARTY(S):

DESCRIPTION OF INSURED BUSINESS: Residential Strata

SITUATION OF RISK: 17-21 COBAW CIRCUIT, CAROLINE SPRINGS, VIC, 3023

SECTION 1: Building and Common Contents

| | | |
|--------------------------------|--------------|--|
| Total BSI | \$12,900,000 | |
| IIS Share % | 100.0000000% | |
| Buildings | \$12,900,000 | |
| Sub Section 5.1-5.10 Combined | \$225,000 | |
| Lot Owners Paint & Wallpaper | Insured | |
| Floating Floorboards | Insured | |
| Lot Owners Fixtures & Fittings | Insured | |
| Flood | Insured | |
| Common Contents | \$129,000 | |
| Loss of Rent | \$1,935,000 | |

SECTION 2: Public Liability

\$20,000,000

SECTION 3: Voluntary Workers Personal Accident

| | | |
|---------------------|--|---------|
| Death & Disablement | | Insured |
| Weekly Benefits | | Insured |

SECTION 4: Fidelity Guarantee

\$250,000

Minutes of the Annual General Meeting

Owners Corporation for 17-21 Cobaw Circuit, Caroline Springs, VIC, 3023PS616195X

| | | | |
|-----------------------------|---|--------------------------------------|------------------|
| Meeting Date | 21 Jun 2024 | | |
| Meeting Location | 5/17-21 Cobaw Circuit, Caroline Springs, VIC, 3023 | | |
| Time | 06:30 PM | Opened: 06:02 PM | Closed: 07:48 PM |
| Lots Represented | Lot 2 | Rob Mcintosh | Proxy present |
| | Lot 5 | Nathan Michael Fava | Owner present |
| | Lot 6 | Amirul Hakim Bunawar (non-financial) | Owner present |
| | Lot 14 | Sarwit Torrunin Pensri | Owner present |
| | Lot 16 | Timothy Alan Hateley (non-financial) | Owner present |
| | Lot 17 | Daniella Escobar (non-financial) | Owner present |
| Chairperson | Michael Cimino – Inner Owners Corporation | | |
| Additional Attendees | Kayani Shahzeb – Inner Owners Corporation | | |
| Apologies | | | |
| Quorum | A quorum was not achieved, and all decisions are interim resolutions. | | |

Motion 1

Adoption of Meeting Rules

Ordinary Resolution

Submitted by Strata Manager

Motion: *‘That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted’.*

Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
 - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.
 - If an amendment is lost and no further amendment is proposed, the original motion stands.
 - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
 - of the debate.
 - of the meeting.
5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
6. The Chairperson can decide all questions on ‘point of order’, subject to an appeal to the meeting. However, there is no debate on ‘points of order’.
7. Attention can be drawn to a ‘point of order’ if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The ‘point of order’ must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the ‘point of order’.
8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

Passed by Simple Majority

Motion 2

Tabling and Confirmation of the Minutes of the Previous General Meeting

Ordinary Resolution
Submitted by Strata Manager

It is noted that the minutes of the previous Annual General Meeting held on 2nd of May 2023 were not kept on record by the previous Owners Corporation Manager. For this reason we cannot present the minutes for adoption at this meeting.

Motion: *'That Minutes of the Previous General Meeting held on 2nd of May 2023 cannot be confirmed as a true and accurate record of that meeting'.*

Passed by Simple Majority

Motion 3

Presentation of Owners Corporation Manager Reports

Ordinary Resolution
Submitted by Strata Manager

The following reports are presented for consideration:

1. Managers Report - A copy of the Owners Corporation Manager's Report has been included with the meeting documentation.
2. Report on Dispute Resolution - No disputes have been lodged under part 10 of the Owners Corporation Act 2006.
3. Penalty Interest Waived - No interest has been waived.

Motion: *'That the Owners Corporation Manager's report and associated documents be adopted'.*

Passed by Simple Majority

Motion 4

Insurance

Ordinary Resolution
Submitted by Strata Manager

Motion:

Resolve:

1. *"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.*
2. *That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.*
3. *That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.*
4. *The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."*

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured).
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Passed by Simple Majority

Motion 5

Financial Statements for the Period

Ordinary Resolution

Submitted by Strata Manager

Motion: *‘That the financial statements for Owners Corporation PS616195X for the period ended 31/1/24 be approved’.*

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Passed by Simple Majority

Motion 6

Administrative Fund Budget and Contributions

Ordinary Resolution

Submitted by Strata Manager

Motion: "That:

1. *The proposed Administrative Budget for the period ending 31/1/25 is circulated with the agenda of the meeting.*
2. *An Administrative Budget of \$45,000.00 be raised.*
3. *The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable quarterly in advance from the next levy period.*
4. *That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."*

Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST.

This Administrative Budget is to remain in force until the next Annual General Meeting.

Annual Budget and Levies for the Period (s23 of the Act)

If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM. Please email any queries to mail@iocm.com.au.

Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure. Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.

Please note that any unbudgeted expenditure may require a Special Levy.

Passed by Simple Majority

Motion 7
Arrears & Penalty Interest
Ordinary Resolution

Submitted by Strata Manager

Motion:

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Passed by Simple Majority
Motion 8
Essential Safety Measures
Ordinary Resolution

Submitted by Strata Manager

Motions:

- "a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.*
- b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."*

Passed by Simple Majority

| | |
|---|---|
| Motion 9 | |
| Common Seal | Ordinary Resolution Submitted by Strata Manager |
| <p>In accordance with the Owners Corporations and Other Acts Amendment Act 2021 (Vic) which came into effect on 01/12/21, Owners Corporations are no longer required to possess a common seal, and the use of a common seal is no longer a requirement for the execution of documents for and on behalf of an OC. Existing OCs must still use their common seal to execute documents. However, by ordinary resolution, these OCs may determine that their common seals are no longer required and can vote to destroy their common seal. This will allow the OC to execute documents in accordance with the new regulations. This action will allow for more flexibility in entering into contracts and agreements.</p> <p>Motion: <i>"That the common seal of Owners Corporation PS616195X is no longer required and that it be destroyed pursuant to Section 18A of the Owners Corporations Act 2006."</i></p> | |
| Passed by Simple Majority | |

| | |
|--|--|
| Item 10 | |
| Correspondence | |
| <p>In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.</p> <p>Centralising our email communication offers several key benefits:</p> <p><u>Enhanced Customer Service:</u> By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.</p> <p><u>Faster Response Times:</u> With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.</p> <p><u>Improved Collaboration:</u> Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.</p> | |

| | |
|-------------------------|--|
| Item 11 | |
| General Business | |

| |
|---|
| Notes |
| <p>The following items of General Business were raised:</p> <p>Internet – There was a question about Fibre to the premises. Lot Owners cannot request an upgrade to Fibre to the Premises, it would require all 18 Lots to be in agreement. The Committee agreed to take on the task of getting all Lots on Fibre and consult the OC Manager if more assistance is required.</p> <p>Gutter Maintenance - Residents are reminded about their responsibility to ensure their gutters are cleaned regularly to minimise damage from overflowing or blocked gutters.</p> |

| | | |
|--|------------------------------------|--|
| Item 12 | | |
| <table border="1"> <tr> <td>Next Annual General Meeting</td> <td></td> </tr> </table> <p>A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.</p> | Next Annual General Meeting | |
| Next Annual General Meeting | | |

| |
|---|
| Election of Committee |
| Election of Chairperson |
| Nathan Fava has been elected as Chairperson |

| |
|--|
| Election of Ordinary Member |
| Rob McIntosh, Sarwit Torrunin Pensri have been elected to the committee. |

| |
|---|
| Election of Secretary |
| No nominees were selected for Secretary, this place remains to be filled. |

ANNUAL FINANCIAL STATEMENTS

For the period 1 February 2024 to 31 January 2025

Prepared For

17-21 Cobaw Circuit

Plan No. PS616195X

17-21 Cobaw Circuit
Caroline Springs
Victoria 3023

Manager

Kayani Shahzeb
Inner Owners Corporation Pty Ltd - General Account

Printed

10 February 2025

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS616195X

As at 31st January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

Assets

2025

| | | |
|---------------------|--------|---------------------|
| Cash | | 12,382.80 |
| Levies in Arrears | Note 7 | 10,425.52 |
| Total Assets | | \$ 22,808.32 |

Liabilities

| | | |
|-----------------------------|--------|---------------------|
| Unallocated Monies Received | Note 8 | 1,383.27 |
| Total Liabilities | | \$ 1,383.27 |
| Net Assets | | \$ 21,425.05 |

Equity

| | |
|---------------------|---------------------|
| Administrative Fund | 21,425.05 |
| Maintenance Fund | 0.00 |
| Total Equity | \$ 21,425.05 |

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. PS616195X

1 February 2024 to 31 January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

| Income | Actuals | Budget | Variance \$ | Variance % |
|--|----------------------|----------------------|----------------------|----------------------|
| | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 |
| Contributions | 9,087.51 | 0.00 | 9,087.51 | 100 |
| Levies - Debt recovery costs | 430.00 | 0.00 | 430.00 | 100 |
| Levies - normal | 44,310.23 | 45,000.00 | (689.77) | (2) |
| Levies - other | 1,437.52 | 0.00 | 1,437.52 | 100 |
| Mutual Revenue - penalty interest | 130.17 | 0.00 | 130.17 | 100 |
| Total Administrative Fund Income | 55,395.43 | 45,000.00 | 10,395.43 | 23 |
| Expenditure | | | | |
| Admin - disbursements paid to outgoing manager | 1,238.78 | 1,720.00 | 481.22 | 28 |
| Administrative Fees & Charges | 322.34 | 0.00 | (322.34) | (100) |
| Administrative Fees & Charges - fines, penalties | 1,720.00 | 0.00 | (1,720.00) | (100) |
| Bank Fees & Charges | 6.41 | 0.00 | (6.41) | (100) |
| Bank Fees & Charges - DEFT fees | 52.25 | 0.00 | (52.25) | (100) |
| Bank Fees & Charges - account keeping fees | 6.40 | 0.00 | (6.40) | (100) |
| Caretaking Services | 2,240.00 | 1,440.00 | (800.00) | (56) |
| Essential Services | 0.00 | 1,000.00 | 1,000.00 | 100 |
| General Repairs | 352.00 | 1,000.00 | 648.00 | 65 |
| Insurance | 26,202.50 | 0.00 | (26,202.50) | (100) |
| Insurance Premiums | 3,285.84 | 32,000.00 | 28,714.16 | 90 |
| Legal Services | 1,602.52 | 0.00 | (1,602.52) | (100) |
| Manager | 0.00 | 4,725.00 | 4,725.00 | 100 |
| Strata Manager - disbursements paid to outgoing m... | 0.00 | 1,238.78 | 1,238.78 | 100 |
| Strata Manager - fees paid to outgoing manager | 1,840.87 | 1,840.00 | (0.87) | (0) |
| Strata Manager - management fees | 4,725.00 | 0.00 | (4,725.00) | (100) |
| Valuer - insurance valuation | 990.00 | 400.00 | (590.00) | (148) |
| Total Administrative Fund Expenditure | 44,584.91 | 45,363.78 | 778.87 | 2 |
| Surplus / Deficit for period | 10,810.52 | (363.78) | | |

Summary

| | |
|--|---------------------|
| Opening Balance as at 1 February 2024 | 10,614.53 |
| Total Revenue during period | 55,395.43 |
| Total Expenditure during period | (44,584.91) |
| Administrative Fund balance as at 31 January 2025 | \$ 21,425.05 |

Income and Expenditure Statement

Maintenance Fund

Owners Corporation for Plan No. PS616195X

1 February 2024 to 31 January 2025

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

| Income | Actuals | Budget | Variance \$ | Variance % |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|
| | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 | 01/02/24 31/01/25 |
| Total Maintenance Fund Income | 0.00 | 0.00 | 0 | 0 |

Summary

| | |
|---|----------------|
| Opening Balance as at 1 February 2024 | 0.00 |
| Total Revenue during period | 0.00 |
| Total Expenditure during period | 0.00 |
| Maintenance Fund balance as at 31 January 2025 | \$ 0.00 |

Notes To Financial Statements

Owners Corporation for Plan No. PS616195X

17-21 Cobaw Circuit Caroline Springs Victoria 3023

ABN/ACN 97 894 236 729

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 Levies in Arrears - also see note 2

| Detail | Amount |
|------------------|---------------------|
| Lot: 1 Unit: 1 | 7153.07 |
| Lot: 12 Unit: 12 | 1414.12 |
| Lot: 13 Unit: 13 | 6.25 |
| Lot: 15 Unit: 15 | 1852.08 |
| | \$ 10,425.52 |

Note 8 Unallocated Monies Received - also see note 3

| Detail | Amount |
|------------------|--------------------|
| Lot: 4 Unit: 4 | 625.00 |
| Lot: 7 Unit: 7 | 625.00 |
| Lot: 16 Unit: 16 | 133.27 |
| | \$ 1,383.27 |

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS616195X

1 February 2025 to 31 January 2026

17-21 Cobaw Circuit Caroline Springs Victoria 3023

| Expenditure | Actuals 02/24 - 01/25 | Budget 02/24 - 01/25 | Budget 02/25 - 01/26 | Variance \$ |
|--|--------------------------|-------------------------|-------------------------|-------------------|
| Administrative Fees & Charges | 322.34 | - | 350.00 | 350.00 |
| Administrative Fees & Charges - disbursements paid to outgoing manager | 1,238.78 | 1,720.00 | - | (1,720.00) |
| Administrative Fees & Charges - fines, penalties | 1,720.00 | - | - | - |
| Bank Fees & Charges | 6.41 | - | 10.00 | 10.00 |
| Bank Fees & Charges - DEFT fees | 52.25 | - | 60.00 | 60.00 |
| Bank Fees & Charges - account keeping fees | 6.40 | - | 10.00 | 10.00 |
| Caretaking Services | 2,240.00 | 1,440.00 | 2,500.00 | 1,060.00 |
| Essential Services | - | 1,000.00 | 500.00 | (500.00) |
| General Repairs | 352.00 | 1,000.00 | 5,370.00 | 4,370.00 |
| Insurance | 26,202.50 | - | 28,000.00 | 28,000.00 |
| Insurance Premiums | 3,285.84 | 32,000.00 | - | (32,000.00) |
| Legal Services | 1,602.52 | - | - | - |
| Manager | - | 4,725.00 | - | (4,725.00) |
| Strata Manager - disbursements paid to outgoing manager | - | 1,238.78 | - | (1,238.78) |
| Strata Manager - fees paid to outgoing manager | 1,840.87 | 1,840.00 | - | (1,840.00) |
| Strata Manager - management fees | 4,725.00 | - | 6,300.00 | 6,300.00 |
| Valuer - insurance valuation | 990.00 | 400.00 | - | (400.00) |
| Total Administrative Fund Expenditure | 44,584.91 | 45,363.78 | 43,100.00 | (2,263.78) |

| Additional Revenue | Actuals 02/24 - 01/25 | Budget 02/24 - 01/25 | Budget 02/25 - 01/26 | Variance \$ |
|---|--------------------------|-------------------------|-------------------------|-----------------|
| Contributions | 9,087.51 | - | 9,541.89 | 9,541.89 |
| Total Administrative Fund Additional Revenue | 9,087.51 | - | 9,541.89 | 9,541.89 |

| Administrative Fund Summary | | Budget 02/25 - 01/26 |
|--|------------------|-------------------------|
| Opening balance (Surplus) | 21,425.05 | |
| Expenditure during budget period | 43,100.00 | |
| | 21,674.95 | |
| Less Additional revenue during budget period | 9,541.89 | |
| Plus Planned surplus at end of budget period | 30,966.94 | |
| Budgeted levies to be raised \$ | 43,100.00 | 23.9444 |
| Last years budgeted levies raised | 45,000.00 | 25.0000 |
| Variance \$ | (1,900.00) | |
| Total Lot Liability | 1800 | |
| *May include insurance contributions | | |

Owners Corporation for Plan No. PS616195X

17-21 Cobaw Circuit Caroline Springs Victoria 3023

Proposed Levy Period Start 01/02/2025
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST NO

| TOTAL LEVIES | <u>Per Period</u> | <u>Per Year</u> |
|---------------------------|--|-----------------|
| Admin Fund | P1 11,250.0000 P2 11,250.0000 P3 10,300.0000 P4 10,300.0000 | 43,100.00 |
| Maint Fund | P1 0.0000 P2 0.0000 P3 0.0000 P4 0.0000 | 0.00 |
| Total Contribution | P1 11,250.0000 P2 11,250.0000 P3 10,300.0000 P4 10,300.0000 | 43,100.00 |

| TOTAL LIABILITIES | <u>Per Period</u> | <u>Per Year</u> |
|--------------------------------|--|-----------------|
| Admin Fund | P1 6.2500 P2 6.2500 P3 5.7222 P4 5.7222 | 23.9444 |
| Maint Fund | P1 0.0000 P2 0.0000 P3 0.0000 P4 0.0000 | 0.0000 |
| Total Per Lot Liability | P1 6.2500 P2 6.2500 P3 5.7222 P4 5.7222 | 23.9444 |

Yearly Levy By Period (Estimate Only)

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|--------|
| 1 | 1 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 2 | 2 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 3 | 3 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 4 | 4 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 5 | 5 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|--------|
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 6 | 6 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 7 | 7 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 8 | 8 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 9 | 9 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 10 | 10 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 11 | 11 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 12 | 12 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 13 | 13 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 14 | 14 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 15 | 15 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 16 | 16 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |

| Lot No. | Unit No. | Lot Liability | Lot Entitlement | Period | Administrative Fund | Maintenance Fund | Total |
|---------|----------|---------------|-----------------|--------|---------------------|------------------|------------------|
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 17 | 17 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| 18 | 18 | 100 | 100 | 1 | 625.00 | 0.00 | 625.00 |
| | | | | 2 | 625.00 | 0.00 | 625.00 |
| | | | | 3 | 572.22 | 0.00 | 572.22 |
| | | | | 4 | 572.22 | 0.00 | 572.22 |
| | | 1800 | 1800 | | 43,100.00 | 0.00 | 43,100.00 |

INFORMATION

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Burcu Simsirli
4/17-21 Cobaw Circuit
Caroline Springs Victoria 3023

Invoice

| | |
|----------------------------|-----------------------------|
| Invoice No: 0000065 | Issue Date: 03/01/25 |
| Net Amount Payable: | \$ 625.00 |
| Due Date: | 01/02/2025 |

Payment is due within 28 days of the date of this Notice or by the Due Date.

New Charges for Owners Corporation for Plan No. PS616195X - ABN: 97 894 236 729

| | | | | |
|---|-------------------------------|-------------|--------------|------------------|
| Lot No. 4 Unit 4 burcu.simsirli@outlook.com | Previous Balance: | 0.00 | | |
| OC Address: 17-21 Cobaw Circuit, Caroline Springs, Victoria 3023 | Penalty Interest: | 0.00 | | |
| Lot Liability: 100 Lot Entitlement: 100 | Issued Levies Not Due: | 0.00 | | |
| Description | Transaction Type | Fund | Gross | Totals |
| For the period 01/02/2025 to 30/04/2025 | Normal (Interim) | Admin | 625.00* | 625.00 |
| Arrears/Issued at time of printing | | | | 0.00 |
| Gross Amount | | | | 625.00 |
| Net Amount Payable | | | | \$ 625.00 |

* Penalty interest of 10.00% per annum will apply if not paid by the Due Date.
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983 (Vic)*. This rate is subject to change.


DEFT
PAYMENT SYSTEMS

DEFT Reference Number:
2019 6693 4393 4230 0047

How to Pay

- Bpay:** Contact your bank, credit union or building society to make this payment from your cheque or savings account.
- Internet:** Visit www.deft.com.au and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment at any post office.

| | |
|--|-------------------|
| Inner Owners Corporation Pty Ltd - General Account | |
| Lot No. 4 Unit 4 | |
| 17-21 Cobaw Circuit | |
| Invoice No: | 0000065 |
| Net Amount Payable: | \$ 625.00 |
| Due Date: | 01/02/2025 |
| Biller Code: 96503 | |
| Reference: 2019 6693 4393 4230 0047 | |



*496 201966934 39342300047

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

Important information on fees and charges

This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through Consumer Affairs Victoria
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the [Consumer Affairs Victoria website](https://consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](https://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

INFORMATION ONLY

From: Inner Owners Corporation
Sent: Mon, 3 Jun 2024 18:13:32 +1000
Cc: Tiemi Sato
Bcc: Rowena

Garcia; zak.anvari@gmail.com; dsank5305@gmail.com; amikhurana@gmail.com; burcu.simsirli@outlook.com; nathanfava@gmail.com; hakim.bunawar@gmail.com; sxcdidwa@hotmail.com; brixline@gmail.com; judith.tchia@hotmail.com; kenden.pirota@gmail.com; givewaytolearners@hotmail.com; brett_parkes81@hotmail.com; sarwit@hotmail.com; teuta_tania@hotmail.com; timochops@gmail.com; oscarpadillafc_11@hotmail.com; abarale@optushome.com.au

Subject: New Owners Corporation Manager - Onboarding - 17-21 Cobaw Circuit, Caroline Springs
Attachments: New Manager - 17-21 Cobaw Circuit, Caroline Springs.pdf, Owner-Information form.pdf

Dear Valued Lot Owners,

Hope this email finds you well.

We are pleased to inform you that we have been appointed as the Owners Corporation Manager for 17-21 Cobaw Circuit, Caroline Springs.

Our team is diligently working to streamline the handover process and ensure smooth transactions. Should you have any inquiries or require further assistance, please contact our office at mail@iocm.com.au

Also, to ensure accurate and up-to-date records, we kindly ask you to spare a few minutes to complete the form provided (kindly see the attached Owners Information form). This will allow us to confirm and validate your details for our records.

Your prompt response would greatly assist us in maintaining an efficient and reliable database.

Thank you and have a great evening.

Kind regards,
Inner Owners Corporation Managers

Minutes of the Annual General Meeting

Owners Corporation for 17-21 Cobaw Circuit, Caroline Springs, VIC, 3023PS616195X

| | | | |
|-----------------------------|---|------------------------|------------------|
| Meeting Date | 27 Feb 2025 | | |
| Meeting Location | Online, Team Meeting, South Melbourne, VIC, 3205 | | |
| Time | 06:00 PM | Opened: 05:52 PM | Closed: 06:55 PM |
| Lots Represented | Lot 5 | Nathan Michael Fava | Owner present |
| | Lot 14 | Sarwit Torrunin Pensri | Owner present |
| | Lot 15 | Atmi Ramani | Owner present |
| | Lot 18 | John Dimitriou | Owner present |
| Chairperson | Kayani Shahzeb | | |
| Additional Attendees | N/A | | |
| Apologies | N/A | | |
| Quorum | A quorum was not achieved, and all decisions are interim resolutions. | | |

| | | | | |
|--|--------|---|--------|--------|
| Motion 1 | | | | |
| Chairperson of the Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation Manager be appointed to act as the Chairperson of the Meeting. | | | | |
| According to Section 79 of the Owners Corporation Act 2006, the lot owners present at an Annual General Meeting may elect one of their number or the manager of the Owners Corporation to chair the meeting. | | | | |
| If the chairperson of the Owners Corporation is present at a general meeting and an election under subsection (1) has not been made, the chairperson moderates the meeting. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|--|--------|---|--------|--------|
| Motion 2 | | | | |
| Minute-taker of the Annual General Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation Manager be appointed as minute-taker of the Annual General Meeting. | | | | |
| Pursuant to Section 81 of the Owners Corporation Act 2006 (Minutes of meetings), the owners corporation must arrange for minutes to be kept of general meetings. | | | | |
| The minimum information to be recorded in the minutes for each general meeting is— | | | | |
| (a) the date, time and place of the meeting; and | | | | |
| (b) the names of lot owners present | | | | |
| (c) the names of lot owners who have provided proxies; and | | | | |
| (d) the names of proxies present; and | | | | |
| (e) the voting on any resolutions; and | | | | |
| (f) the text of all resolutions of the Owners Corporation made at the general meeting. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|---|--------|---|--------|--------|
| Motion 3 | | | | |
| Recording of the Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation (OC) approves the recording of this meeting for the primary purpose of ensuring accurate and comprehensive minute-taking. All attendees have been informed of the recording and consent to it for the purpose of maintaining high-quality and accurate records of the meeting proceedings. | | | | |
| The recording will assist in capturing the details discussed during the meeting more effectively, thereby enhancing the accuracy of the minutes and ensuring that all decisions and discussions are properly documented. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|---|--------|---|--------|--------|
| Motion 4 | | | | |
| Adoption of Meeting Rules | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: <i>'That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted'.</i> | | | | |
| <u>Meeting Rules:</u> | | | | |
| <ul style="list-style-type: none"> • The meeting will commence at the appointed time and will be conducted expeditiously. • Voting to be conducted in accordance with the Owners Corporations Act 2006. • All participants shall mute their microphone unless participating or raising queries. | | | | |
| <u>Rules of debate:</u> | | | | |
| <ol style="list-style-type: none"> 1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first. 2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned: 3. Amendment <ul style="list-style-type: none"> ○ The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate. ○ If an amendment is lost and no further amendment is proposed, the original motion stands. ○ A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion. 4. Adjournment <ul style="list-style-type: none"> ○ of the debate. ○ of the meeting. 5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first. 6. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'. 7. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'. 8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|--|--------|---|--------|--------|
| Motion 5 | | | | |
| Tabling and Confirmation of the Minutes of the Previous General Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>It is noted that the minutes of the previous Annual General Meeting held on 21st of June 2024 were circulated with the meeting documentation.</p> <p>Motion: <i>'That Minutes of the Previous General Meeting held on 21st of June 2024 be confirmed as a true and accurate record of that meeting'.</i></p> | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|--|--|---|--|--|
| Motion 6 | | | | |
| Insurance | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>Motion: Resolve:</p> <ol style="list-style-type: none"> <i>"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.</i> <i>That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.</i> <i>That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.</i> <i>The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."</i> | | | | |

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured). Unless otherwise instructed we will obtain an insurance valuation every five years and increase the level of cover in line with that valuation.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 7

Financial Statements for the Period

Ordinary Resolution

Submitted by Strata Manager

Motion: *'That the financial statements for Owners Corporation PS616195X for the period ended 31/1/25 be approved'.*

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements, they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

| | | | | |
|---|--------|---|--------|--------|
| Motion 8 | | | | |
| Administrative Fund Budget and Contributions | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>Motion: "That:</p> <ol style="list-style-type: none"> <i>The proposed Administrative Budget for the period ending 31/1/26 is circulated with the agenda of the meeting.</i> <i>An Administrative Budget of \$43,100.00 be raised.</i> <i>The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable Quarterly in advance from the next levy period.</i> <i>That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."</i> <p>Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST. This Administrative Budget is to remain in force until the next Annual General Meeting.</p> | | | | |
| <p><i>Explanatory notes:</i> <i>Annual Budget and Levies for the Period (s23 of the Act)</i> If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the ballot close date. Please email any queries to mail@iocm.com.au. Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure. Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items. Please note that any unbudgeted expenditure may require a Special Levy.</p> | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

Motion 9
Arrears & Penalty Interest
Ordinary Resolution

Submitted by Strata Manager

Motion:

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Motion CARRIED.
VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 10
Essential Safety Measures
Ordinary Resolution

Submitted by Strata Manager

Motions:

- "a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.
- b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Item 11

Correspondence

In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.

Centralising our email communication offers several key benefits:

Enhanced Customer Service: By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.

Faster Response Times: With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.

Improved Collaboration: Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.

Item 12

General Business

Notes

During the General Business discussion, the following decisions were made:

- **Payment Plans for Financial Hardship** – Lot owners experiencing financial hardship should inform the Owners Corporation Manager to discuss a suitable payment plan.
- **Side Gate Closure** – Lot owners agreed to keep the side gate closed at all times.

Item 13**Next Annual General Meeting**

A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.

Election of Committee**Election of Chairperson**

Nathan Michael Fava

Election of Secretary

Sarwit Torrunin Pensri

INFORMATION ONLY

OWNERS CORPORATION CERTIFICATE

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

As at 7th April 2025

1. OWNERS CORPORATION DETAILS

Plan Number: PS616195X
Address of Plan: 17-21 Cobaw Circuit Caroline Springs 3023
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 33059 Melbourne Victoria 3004

2. CERTIFICATE DETAILS

Vendor: Burcu Simsirli
Postal Address for Lot 4: 4/17-21 Cobaw Circuit Caroline Springs Victoria 3023
Purchaser:
Person requesting Certificate: Seda sagar c/o LANDATA
Reference: (Ref: OC Certificate)
Address: UNIT 4/17-21 COBAW CIRCUIT, CAROLINE SPRINGS VIC 3023
Fax:
E-mail: Landata.online@servictoria.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 4

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 4 are **2,394.44 per annum** commencing on 1 February 2025. Levies for this plan are raised over **4 periods**

| Period | Amount | Due Date | Status |
|----------------------|--------|----------|--------------|
| 01/02/25 to 30/04/25 | 625.00 | 05/03/25 | Paid |
| 01/05/25 to 31/07/25 | 625.00 | 01/05/25 | Issued |
| 01/08/25 to 31/10/25 | 572.22 | 01/08/25 | To be Issued |
| 01/11/25 to 31/01/26 | 572.22 | 01/11/25 | To be Issued |

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 4.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 7th April 2025

For Plan No. PS616195X - Lot 4

4. CURRENT LEVY POSITION FOR LOT 4

| Fund | Balance | Paid To |
|------------------|--------------------|---------------|
| Administrative | \$625.00 DR | 30 April 2025 |
| Maintenance Fund | 0.00 | 30 April 2025 |
| BALANCE | \$625.00 DR | |

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 4.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 4 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 7 April 2025:

| Account / Fund | Amount |
|--|--------------------|
| Administrative Fund | 20,311.18 |
| Maintenance Fund | 0.00 |
| TOTAL FUNDS HELD AS AT 7 APRIL 2025 | \$20,311.18 |

8. INSURANCE

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

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 7th April 2025

For Plan No. PS616195X - Lot 4

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Inner Owners Corporation Pty Ltd - General Account
ABN / ACN: 637 559 507
Address of Manager: 138 Thistlethwaite Street South Melbourne Victoria 3205
Telephone: 98045551
Facsimile:
E-mail Address: mail@iocm.com.au

17. ADDITIONAL INFORMATION

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

The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given. While every effort has been made to ensure the accuracy of the data contained within this Certificate, prospective buyers are advised to seek independent verification of any details they consider material to their decision. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate before current information prior to settlement.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 7th April 2025

For Plan No. PS616195X - Lot 4

SIGNING

The common seal of Plan No. PS616195X, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Shahzeb Kayani
Registered Manager

Full name: Kayani Shahzeb
Company: Inner Owners Corporation
Address of registered office: 138 Thistlethwaite Street South
Melbourne Victoria 3205

07/04/2025

Date



Common Seal
of Owners Corporation

Seda sagar c/o LANDATA
UNIT 4/17-21 COBAW CIRCUIT, CAROLINE SPRINGS VIC 3023

7th April 2025

Dear Seda sagar c/o LANDATA

Re: OWNERS CORPORATION CERTIFICATE - LOT 4, PLAN NO. PS616195X

In response to your request, we now attach an Owners Corporation Certificate for Lot 4 in Plan No. PS616195X dated 7th April 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

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

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

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at mail@iocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Kayani Shahzeb
Company: Inner Owners Corporation
Address of registered office: 138 Thistlethwaite Street South
Melbourne Victoria 3205

07/04/2025

Date

Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

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

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4 Use of Common Property

4.1 Use of Common Property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to Common Property

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

5 Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

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

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7 Dispute Resolution

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 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.

Minutes of the Annual General Meeting

Owners Corporation for 17-21 Cobaw Circuit, Caroline Springs, VIC, 3023PS616195X

| | | | |
|-----------------------------|---|------------------------|------------------|
| Meeting Date | 27 Feb 2025 | | |
| Meeting Location | Online, Team Meeting, South Melbourne, VIC, 3205 | | |
| Time | 06:00 PM | Opened: 05:52 PM | Closed: 06:55 PM |
| Lots Represented | Lot 5 | Nathan Michael Fava | Owner present |
| | Lot 14 | Sarwit Torrunin Pensri | Owner present |
| | Lot 15 | Atmi Ramani | Owner present |
| | Lot 18 | John Dimitriou | Owner present |
| Chairperson | Kayani Shahzeb | | |
| Additional Attendees | N/A | | |
| Apologies | N/A | | |
| Quorum | A quorum was not achieved, and all decisions are interim resolutions. | | |

| | | | | |
|--|--------|---|--------|--------|
| Motion 1 | | | | |
| Chairperson of the Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation Manager be appointed to act as the Chairperson of the Meeting. | | | | |
| According to Section 79 of the Owners Corporation Act 2006, the lot owners present at an Annual General Meeting may elect one of their number or the manager of the Owners Corporation to chair the meeting. | | | | |
| If the chairperson of the Owners Corporation is present at a general meeting and an election under subsection (1) has not been made, the chairperson moderates the meeting. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|--|--------|---|--------|--------|
| Motion 2 | | | | |
| Minute-taker of the Annual General Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation Manager be appointed as minute-taker of the Annual General Meeting. | | | | |
| Pursuant to Section 81 of the Owners Corporation Act 2006 (Minutes of meetings), the owners corporation must arrange for minutes to be kept of general meetings. | | | | |
| The minimum information to be recorded in the minutes for each general meeting is— | | | | |
| (a) the date, time and place of the meeting; and | | | | |
| (b) the names of lot owners present | | | | |
| (c) the names of lot owners who have provided proxies; and | | | | |
| (d) the names of proxies present; and | | | | |
| (e) the voting on any resolutions; and | | | | |
| (f) the text of all resolutions of the Owners Corporation made at the general meeting. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|---|--------|---|--------|--------|
| Motion 3 | | | | |
| Recording of the Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| Motion: That the Owners Corporation (OC) approves the recording of this meeting for the primary purpose of ensuring accurate and comprehensive minute-taking. All attendees have been informed of the recording and consent to it for the purpose of maintaining high-quality and accurate records of the meeting proceedings. | | | | |
| The recording will assist in capturing the details discussed during the meeting more effectively, thereby enhancing the accuracy of the minutes and ensuring that all decisions and discussions are properly documented. | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

Motion 4
Adoption of Meeting Rules
Ordinary Resolution

Submitted by Strata Manager

Motion: *'That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted'.*

Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
 - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.
 - If an amendment is lost and no further amendment is proposed, the original motion stands.
 - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
 - of the debate.
 - of the meeting.
5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
6. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'.
7. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'.
8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

Motion CARRIED.
VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

| | | | | |
|--|--------|---|--------|--------|
| Motion 5 | | | | |
| Tabling and Confirmation of the Minutes of the Previous General Meeting | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>It is noted that the minutes of the previous Annual General Meeting held on 21st of June 2024 were circulated with the meeting documentation.</p> <p>Motion: <i>'That Minutes of the Previous General Meeting held on 21st of June 2024 be confirmed as a true and accurate record of that meeting'.</i></p> | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

| | | | | |
|--|--|---|--|--|
| Motion 6 | | | | |
| Insurance | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>Motion: Resolve:</p> <ol style="list-style-type: none"> <i>"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.</i> <i>That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.</i> <i>That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.</i> <i>The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."</i> | | | | |

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 7th of March 2024 with the assessed value of \$12,900,000.00 (current building sum insured). Unless otherwise instructed we will obtain an insurance valuation every five years and increase the level of cover in line with that valuation.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 7

Financial Statements for the Period

Ordinary Resolution

Submitted by Strata Manager

Motion: *'That the financial statements for Owners Corporation PS616195X for the period ended 31/1/25 be approved'.*

Financial Statements for the Period (s34 of the Act)

If a Lot's representative has queries relating to the Financial Statements, they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

| | | | | |
|---|--------|---|--------|--------|
| Motion 8 | | | | |
| Administrative Fund Budget and Contributions | | Ordinary Resolution Submitted by Strata Manager | | |
| <p>Motion: "That:</p> <ol style="list-style-type: none"> <i>The proposed Administrative Budget for the period ending 31/1/26 is circulated with the agenda of the meeting.</i> <i>An Administrative Budget of \$43,100.00 be raised.</i> <i>The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable Quarterly in advance from the next levy period.</i> <i>That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."</i> <p>Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST. This Administrative Budget is to remain in force until the next Annual General Meeting.</p> | | | | |
| <p><i>Explanatory notes:</i> <i>Annual Budget and Levies for the Period (s23 of the Act)</i> If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the ballot close date. Please email any queries to mail@iocm.com.au. Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure. Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items. Please note that any unbudgeted expenditure may require a Special Levy.</p> | | | | |
| Motion CARRIED. | | | | |
| VOTES | Yes: 4 | No: 0 | Abs: 0 | Inv: 0 |

Motion 9
Arrears & Penalty Interest
Ordinary Resolution

Submitted by Strata Manager

Motion:

1. That Owners Corporation PS616195X continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
2. That Owners Corporation PS616195X engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.
3. That a Member shall be liable on an indemnity basis to Owners Corporation PS616195X for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
4. That Owners Corporation PS616195X delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.

Motion CARRIED.
VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 10
Essential Safety Measures
Ordinary Resolution

Submitted by Strata Manager

Motions:

- "a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.
- b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."

Motion CARRIED.

VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Item 11

Correspondence

In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address mail@iocm.com.au.

Centralising our email communication offers several key benefits:

Enhanced Customer Service: By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.

Faster Response Times: With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.

Improved Collaboration: Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.

Item 12

General Business

Notes

During the General Business discussion, the following decisions were made:

- **Payment Plans for Financial Hardship** – Lot owners experiencing financial hardship should inform the Owners Corporation Manager to discuss a suitable payment plan.
- **Side Gate Closure** – Lot owners agreed to keep the side gate closed at all times.

Item 13**Next Annual General Meeting**

A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.

Election of Committee**Election of Chairperson**

Nathan Michael Fava

Election of Secretary

Sarwit Torrunin Pensri

Information Statement Certificate

Reference number

75546004-032-4

Date of issue

24/01/2025

Total amount

\$358.33

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address UNIT 4/17-21 COBAW CIRCUIT, CAROLINE SPRINGS, VIC, 3023

Property number 6798230000

Title(s) 4/PS616195

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: **73382700006**
Go to bpay.com.au



Australia Post
Billpay code: **0362**
Ref: **073382700006**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

| Network Charge Type | Annual Charge 01/07/2024 - 30/06/2025 | Billing Frequency | Outstanding Amount |
|-------------------------------|--|----------------------|-----------------------|
| WATERWAYS & DRAINAGE CHARGE | 122.09 | Quarterly | 61.05 |
| PARKS CHARGE | 87.19 | Quarterly | 43.60 |
| WATER NETWORK CHARGE | 220.28 | Quarterly | 110.14 |
| SEWERAGE NETWORK CHARGE | 287.07 | Quarterly | 143.54 |
| RECYCLED WATER NETWORK CHARGE | N/A | Quarterly | N/A |
| FIRE SERVICES CHARGE | N/A | Quarterly | N/A |
| TOTAL | 716.63 | | 358.33 |

| | |
|---|------------------|
| Network charges owing to 30/06/2024 | \$0.00 |
| Network charges owing for this financial year | \$358.33 |
| Volumetric charges owing | \$0.00 |
| Adjustments | \$0.00 |
| BALANCE including unbilled network charges | \$ 358.33 |

Volumetric Charges

Please note the water meter on this property was last read on 31/12/2024

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 31/12/2024 to the settlement date.

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorized Officer,



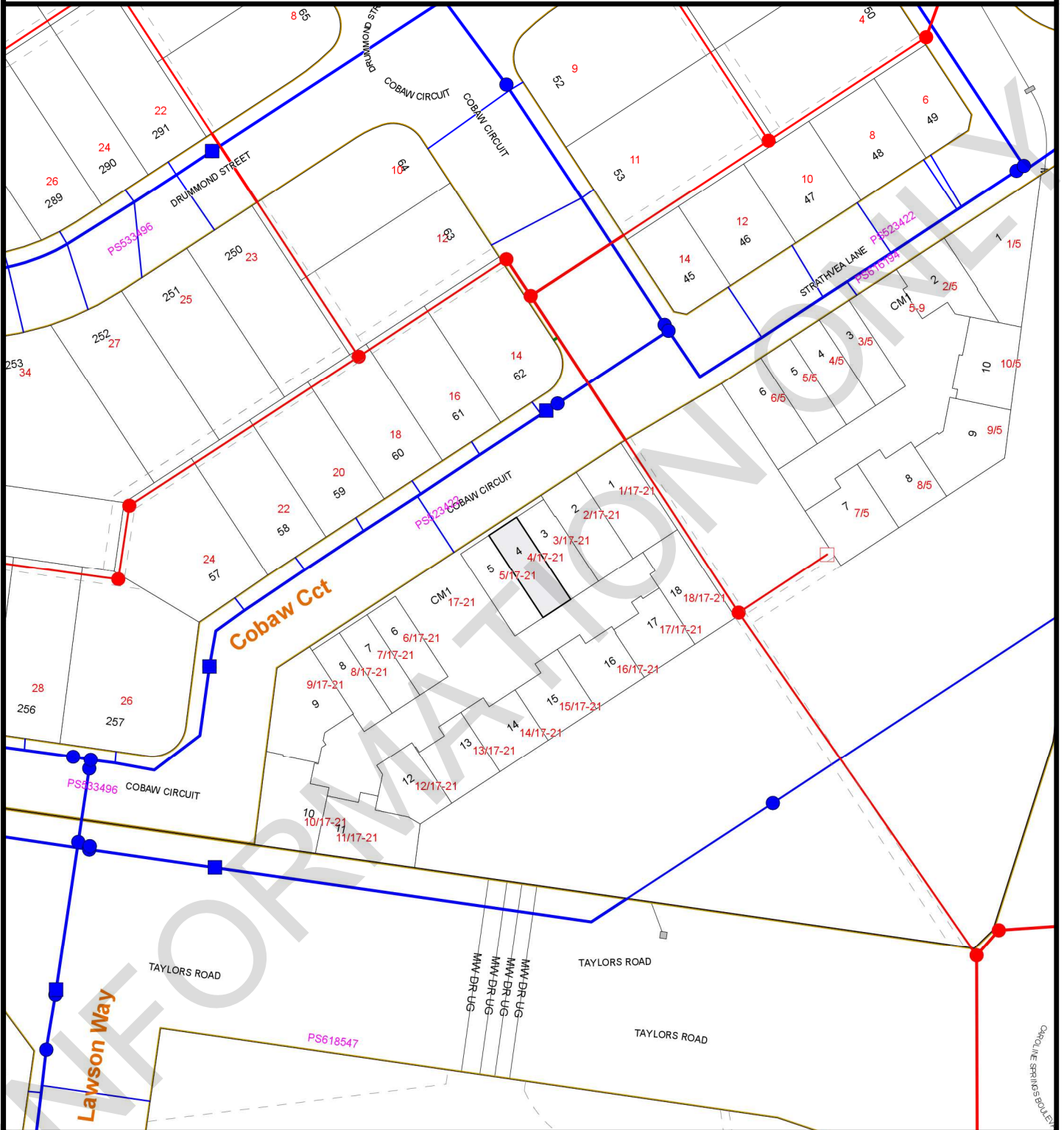
Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION ONLY

INFORMATION STATEMENT PLOT

Address : **UNIT 4/17-21 COBAW CIRCUIT CAROLINE SPRINGS VIC 3023**

Reference : **PID000328976**



Scale 1:1000
Printed on : 24/01/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- - - Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 22/01/2025

Your Reference: 75546004-020-1

Rate updates (03) 9747 7333

Assessment Number: 542910

Certificate No: 129969

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 4/17-21 Cobaw Circuit CAROLINE SPRINGS 3023

Title: LOT: 4 PS: 616195X V/F: 11191/635

Ward: SUGAR GUM

AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Capital Improved Value: \$465,000 Site Value: \$60,000 Net Annual Value: \$23,250

Effective Date: 01/07/2024 Base Date: 01/01/2024

1. RATES CHARGES AND OTHER MONIES:

| | |
|---|-------------------|
| General Rate Date Levied 01/07/2024 | \$1,026.67 |
| Municipal Charge Date Levied 01/07/2024 | \$164.00 |
| Waste Service F Date Levied 01/07/2024 | \$300.00 |
| Residential FSPL Fixed Charge Date Levied 01/07/2024 | \$132.00 |
| Residential FSPL Variable Charge Date Levied 01/07/2024 | \$40.46 |
| Current Rates Levied: | \$1,663.13 |
| Rate Arrears to 30/06/2024: | \$0.00 |
| Interest to 10/12/2024: | \$0.00 |
| Other Monies: | \$0.00 |
| Less Rebates*: | \$0.00 |
| Less Payments: | -\$831.57 |
| Less Other Adjustments: | \$0.00 |
| Rates & Charges Due: | \$831.56 |
| Additional Monies Owed: | |
| Total Due: | \$831.56 |

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$399.50 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 542910 Certificate Number: 129969

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989. Local Government Act 2020 or under a Local Law of the Council.

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

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998
Reference Number 542910
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

Authorised Officer

From www.planning.vic.gov.au at 28 January 2025 11:12 AM

PROPERTY DETAILS

Address: **4/17-21 COBAW CIRCUIT CAROLINE SPRINGS 3023**
 Lot and Plan Number: **Lot 4 PS616195**
 Standard Parcel Identifier (SPI): **4\PS616195**
 Local Government Area (Council): **MELTON**
 Council Property Number: **542910**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 356 G7**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **SYDENHAM**

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

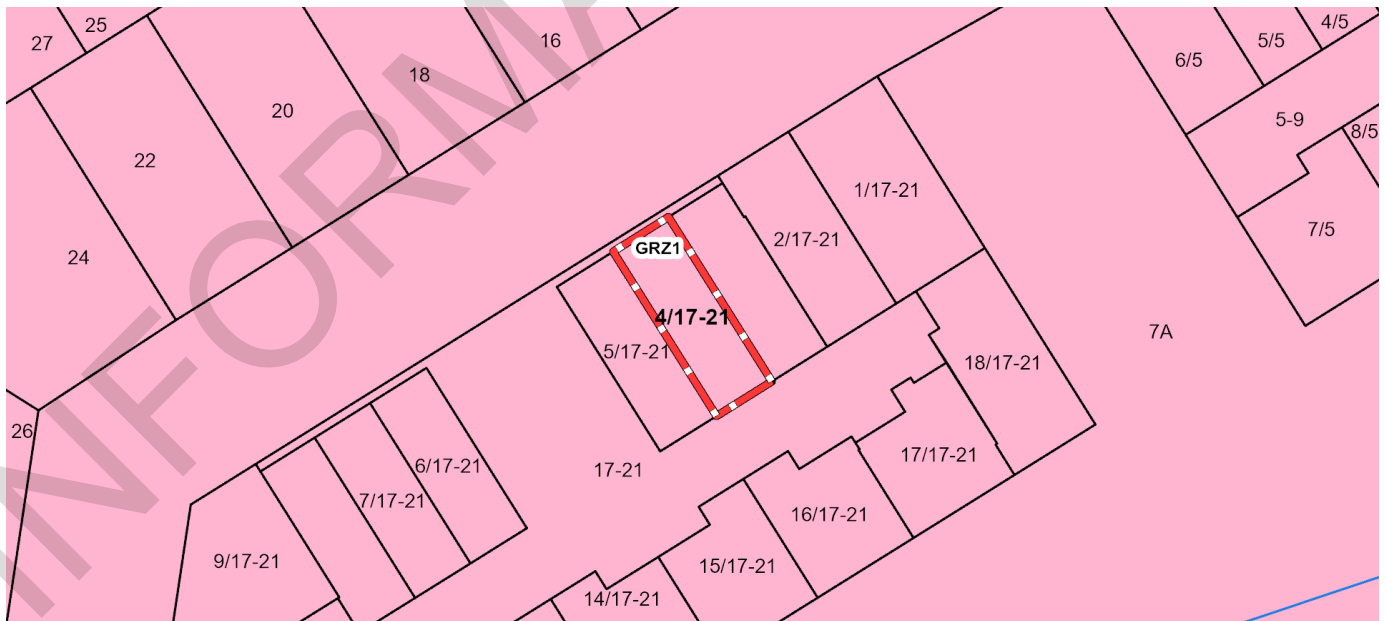
Planning Zone [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay None

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential **Water course**

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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 Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 23 January 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>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

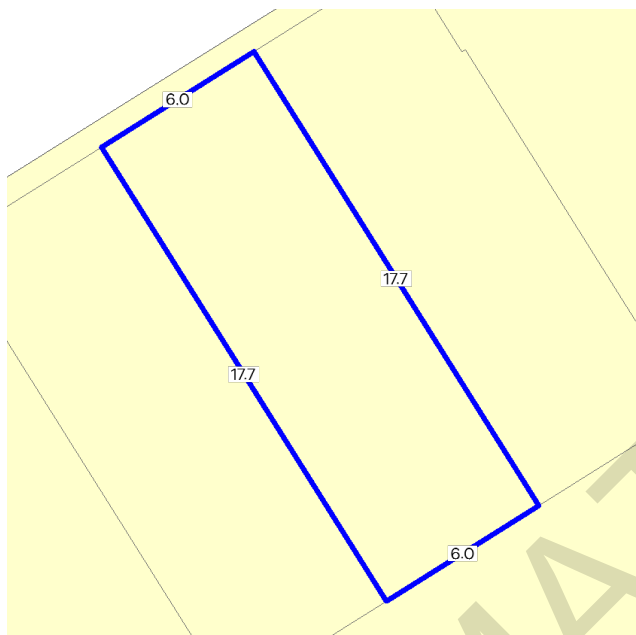
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Council Property Number: **542910**
Directory Reference: **Melway 356 G7**

www.melton.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 105 sq. m

Perimeter: 47 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: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SYDENHAM**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map

