CONTRACT OF SALE OF REAL ESTATE INCORPORATING SECTION 32 VENDOR'S STATEMENT

Vendor: Geoffrey Lloyd Loftus and Janette Ruth Elderton

Property: Unit 412 (and storage Lot ST87), 232-242 Rouse Street, Port Melbourne, VIC, 3207

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Contract of sale of land

Property: Unit 412 (and storage Lot ST87), 232-242 Rouse Street, Port Melbourne, VIC, 3207

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

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

.....

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

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

SIGNED BY THE VENDOR: .....

..... on ...../...../20.....

Print name(s) of person(s) signing: Geoffrey Lloyd Loftus and Janette Ruth Elderton

.....

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

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

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Particulars of sale

Vendor's estate agent

Name: Xynergy Realty

Address: 19 Station Street, Oakleigh, VIC, 3166

Email: lisa.s@xynergy.com.au

Tel: 9017 5881 Mob: ..... Fax: ..... Ref: Lisa Suryawan

Vendor

Name: Geoffrey Lloyd Loftus and Janette Ruth Elderton

Address: .....

ABN/ACN: .....

Email: .....

Vendor's legal practitioner or conveyancer

Name: Claire Kenna

Address: Level 17, 31 Queen Street, Melbourne, VIC, 3000

Email: claire@clairekenna.com.au

Tel: 9020 2054 Mob: ..... Fax: ..... Ref: .....

Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 11168	Folio 050	412	PS610984B
Volume 11168	Folio 076	ST87	PS610984B

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

The land includes all improvements and fixtures.

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Property address

The address of the land is: Unit 412 (and storage Lot ST87), 232-242 Rouse Street, Port Melbourne, VIC, 3207

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

All fixed floor coverings, window furnishings, electric light fittings, dishwasher and fixed air conditioners, as inspected

.....

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on ..... / ..... /20.....

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (*general condition* 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: ..... / ..... /20.....

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Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

As set out in this Contract.

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

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16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

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18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

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despite:

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

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

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

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

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

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

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

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27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

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Special Conditions

1. Definitions and Interpretation

1.1. Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

(a) *Authority* means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

(b) *Building Act* means the *Building Act 1993 (Vic)*;

(c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;

(d) *Building Regulations* means the *Building Regulations 1994 (Vic)*;

(e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;

(f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;

(g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;

(h) *FIRB* means the Foreign Investment Review Board;

(i) *Guarantee and Indemnity* means a guarantee and indemnity in the form contained in Annexure 1;

(j) *Law* includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

(k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

(l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;

(m) *Settlement* or *Settlement Date* means the date on which this Contract is actually completed by the parties; and

(n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is contained in Annexure 2.

1.2. Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

(a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;

(b) the singular includes the plural and vice versa and words of one gender include the other genders;

(c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;

(d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;

(e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;

(f) *person* includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);

(g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;

(h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;

(i) a reference to *include* or *including* means includes, without limitation, or including, without limitation, respectively;

(j) anything includes each part of it;

(k) any reference to time in this Contract is a reference to time in Melbourne; and

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

1.3. Property Law Dispute Resolution Committee Guidelines

The Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines do not apply to this Contract.

2. Amendments to General Conditions

2.1. General conditions 23 and 28

General conditions 23 and 28 are amended as follows:

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

(b) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act applies.

2.2. General condition 31 – Loss or damage before settlement

General conditions 31.4, 31.5 and 31.6 are deleted.

3. Acknowledgements

3.1. Disclosure

The Purchaser acknowledges receiving the Vendor’s Statement prior to the signing of this Contract or any other documents relating to this sale.

3.2. Estate Agents Act 1980 (Vic)

(a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.

(b) The Purchaser warrants that it has not received any promise from the Vendor’s Estate Agent (or any person acting on behalf of the Vendor’s Estate Agent) in relation to obtaining a loan for the purchase of the Land.

3.3. Auction Sale

If the Land is offered for sale by auction, it will be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2005 (Vic)* or any rules prescribed by regulation which modify or replace those Rules.

4. Identity of Land

4.1. Purchaser's Admissions

Without limiting the generality of General Condition 7, the Purchaser admits, agrees and accepts that:

(a) any boundary fence or wall is correctly located on the title boundary of the Land; and

(b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

4.2. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of any matters referred to in this special condition 4.

5. Condition of Land

5.1. Purchaser's Inspection

The Purchaser acknowledges and agrees that:

(a) the Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;

(b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its development;

(c) the Land and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale; and

(d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Land or the Goods.

5.2. Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

5.3. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 5.

6. Default Interest and Costs

6.1. Default Interest

For the purposes of General Conditions 32 and 33, the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

6.2. Payments on Default

Without limiting General Condition 35, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

(a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and

(b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:

(i) legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving the notice and any advice;

(ii) all additional costs incurred by the Vendor (including bridging finance, relocation costs, interest, discount on bills and borrowing expenses); and

(iii) the payment of interest in accordance with this Contract.

7. Nomination

7.1. Procedure

If the Purchaser nominates a substitute or additional purchaser (**"Nominee"**), all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

7.2. Guarantee & Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

8. Stamp Duty

8.1. Stamp Duty

The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.

8.2. Multiple Purchasers

(a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land ("**Proportions**").

(b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.

(c) The Purchaser must indemnify the Vendor, the Vendor's Estate Agent and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

8.3. Non Merger

This special condition 8 will not merge on the transfer of the Land but will continue to have full force and effect.

9. Guarantee and Indemnity

9.1. Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale duly completed and executed by every director of the Purchaser.

10. Entire Contract

10.1. Acknowledgment

The Purchaser warrants that the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

10.2. Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

11. FIRB

11.1. Warranty

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

(i) is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract or for the purchase of the Land; and

(ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with any foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.

11.2. Indemnity

If the warranty in special condition 11.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

11.3. Non merger

This special condition 11 will not merge on the transfer of the Land but will continue to have full force and effect.

12. General

12.1. Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

12.2. Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

12.3. Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

12.4. Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

12.5. Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

12.6. Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

12.7. Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

12.8. Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Annexure 1

GUARANTEE

In consideration of the Vendor named and described in the Contract annexed hereto entering into the Contract with the Purchaser named and described in the Contract the party described as the Guarantor in the Schedule hereto (*Guarantor*) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor will pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.

2. The Guarantor will observe and perform on demand by the Vendor all conditions, obligations and liabilities with which the Purchaser does not comply as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.

3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.

4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.

5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

6. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

8. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.

9. Where not inconsistent with the context the expression *Guarantor* as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

EXECUTED by the Guarantors this day of 20 .

SIGNED SEALED AND DELIVERED)
by)
in the presence of:)

.....Witness

SIGNED SEALED AND DELIVERED)
by)
in the presence of:)

.....Witness

SCHEDULE

THE GUARANTORS:

Name:
Address:

Name:
Address:

Annexure 2

Vendor Statement

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

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

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

Land	Unit 412 (and storage Lot ST87), 232-242 Rouse Street, Port Melbourne, VIC, 3207

Vendor's name	Geoffrey Lloyd Loftus	**Date** / /
Vendor's signature		
Vendor's name	Janette Ruth Elderton	**Date** / /
Vendor's signature		

Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates and/or documents.

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a) above, other than any amounts described in this rectangular box, however, the usual adjustments will be made at settlement as required by the Contract of Sale.

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:

To

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable.

2.2 **Owner Builder**

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s and certificates. There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cable and underground gas pipes laid outside of any registered easements which are not registered or not required to be registered on the certificate of title. The Purchaser should make its own enquiries.

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

Nil to the Vendor's knowledge.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X" ☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

As set out in the attached certificates, otherwise, nil to the Vendor's knowledge and the Purchaser should make its own enquiries.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3 Compulsory Acquisition

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

None to the Vendor's knowledge.

5. BUILDING PERMITS

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

As set out in the attached certificate.

6. OWNERS CORPORATION

An owners corporation certificate is attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply	Gas supply	Water supply	Sewerage	Telephone services
☐	☐	☐	☐	☒

9. TITLE

Attached are copies of the following documents:

(a) **Registered Title -** A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

Not applicable.

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not applicable

12. DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist is attached

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

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

VOLUME 11168 FOLIO 050

Security no : 124110271688X
Produced 03/11/2023 01:15 PM

LAND DESCRIPTION

Lot 412 on Plan of Subdivision 610984B.
PARENT TITLE Volume 11167 Folio 948
Created by instrument PS610984B Stage 2 05/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GEOFFREY LLOYD LOFTUS
JANETTE RUTH ELDERTON both of 21 CLAPHAM STREET BALWYN VIC 3103
AH090673F 12/03/2010

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS610984B 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 412 232-242 ROUSE STREET PORT MELBOURNE VIC 3207

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS610984B

DOCUMENT END

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

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

VOLUME 11168 FOLIO 076

Security no : 124110271691U
Produced 03/11/2023 01:15 PM

LAND DESCRIPTION

Lot ST87 on Plan of Subdivision 610984B.
PARENT TITLE Volume 11167 Folio 948
Created by instrument PS610984B Stage 2 05/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GEOFFREY LLOYD LOFTUS
JANETTE RUTH ELDERTON both of 21 CLAPHAM STREET BALWYN VIC 3103
AH065705M 26/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS610984B 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 ST87 232-242 ROUSE STREET PORT MELBOURNE VIC 3207

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS610984B

DOCUMENT END

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PS610984B

PLAN OF SUBDIVISION

Stage No. | LR use only **EDITION 2** | PI 12/10/2009 $8517.80 PS P

Location of Land

Parish: MELBOURNE SOUTH
City: PORT MELBOURNE
Township: –
Section: 3
Crown Allotment: 8A, 8B & 9A (PART)
Crown Portion: –

Title Reference: VOL 09258 FOL 114

Last Plan Reference: CP107093

Postal Address: 226–242 ROUSE STREET
(at time of subdivision) PORT MELBOURNE

MGA Co-ordinates (of approx. centre of land in plan) E 318450 N 5809900 Zone: 55

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref: S/4[illegible]/2009

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~
   ~~Date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/~~has not~~ been made.
(~~ii~~) ~~The requirement has been satisfied~~.
(iii) The requirement is to be satisfied in Stages 1 and 2

Council Delegate Arnold Chivers
~~Council Seal~~
Date / /
12 AUG 2009

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~
~~Council Seal~~
~~Date / /~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. PO413/2009

Depth Limitation DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE: ALL BOUNDARIES

ALL SLABS, BEAMS AND COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURES THAT DEFINE BOUNDARIES

CP No.1 - COMMON PROPERTY No.1
C - COURTYARD
B - BALCONY
P - PROJECTION

FOR TYPICAL ENLARGEMENTS OF COURT YARDS AND BALCONIES SEE SHEETS 12 & 13 RESPECTIVELY.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No. –

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A – Appurtenant Easement; R – Encumbering Easement (Road)

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	PARTY WALL	0·11	LP 41001	LOTS ON LP 41001
E-1	ANY EASEMENTS	0·11	VOL9258 FOL114	UNSPECIFIED
A-1	PARTY WALL	0·11	LP 41001	LOTS ON LP 41001
E-2	AIR SUPPLY, EXHAUST AND VENTILATION FROM AIR-CONDITIONING UNIT ATTACHED TO THE WALL LIMITED IN DEPTH AND HEIGHT TO 1m ABOVE THE MEZZANINE FLOOR SLAB AND UNDERSIDE OF THE LEVEL 1 FLOOR SLAB	0·50m	THIS PLAN	LOTS ON THE PLAN
E-3	AIR SUPPLY, EXHAUST AND VENTILATION FROM AIR-CONDITIONING UNIT ATTACHED TO THE WALL LIMITED IN DEPTH AND HEIGHT TO 1·4m ABOVE THE RELEVANT FLOOR SLAB AND UNDERSIDE OF THE LEVEL 1 FLOOR SLAB	0·50m	THIS PLAN	LOTS ON THE PLAN

LR use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 12 / 10 / 09

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 19 sheets

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

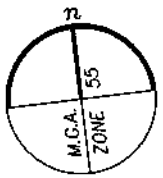
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SIGNATURE ..... DATE 31 / 7 /09
REF 5778003
DWG 5778003AD 31/07/09 VERSION D

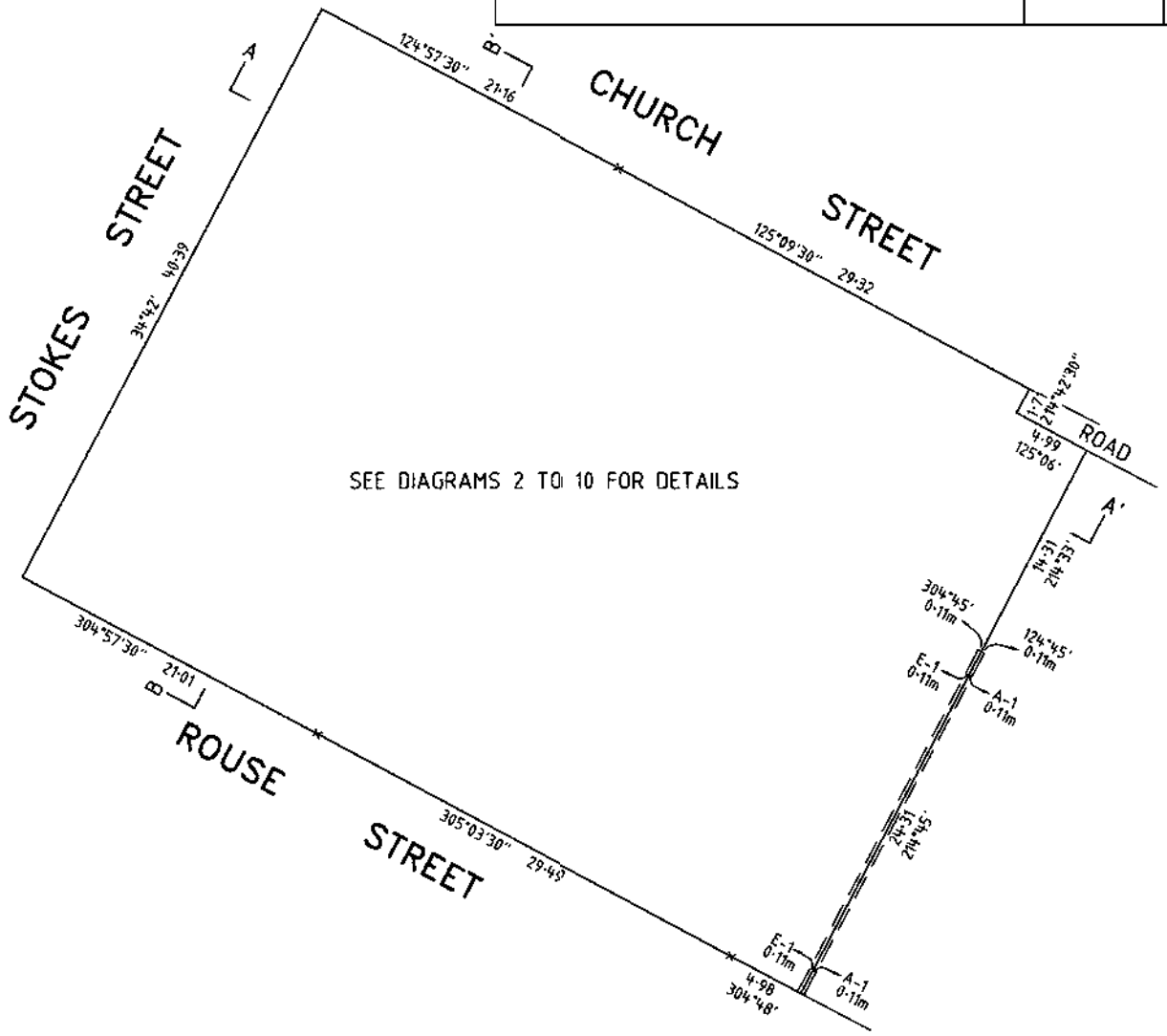
Arnold Chivers
DATE 12 AUG 2009
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B





SITE DIAGRAM
DIAGRAM 1

Sheet 2

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:300	A3

SCALE
3 0 6 12
LENGTHS ARE IN METRES

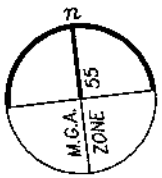
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SIGNATURE . . . . . DATE / /
REF 5778003
DWG 577800AD 31/07/09 VERSION D

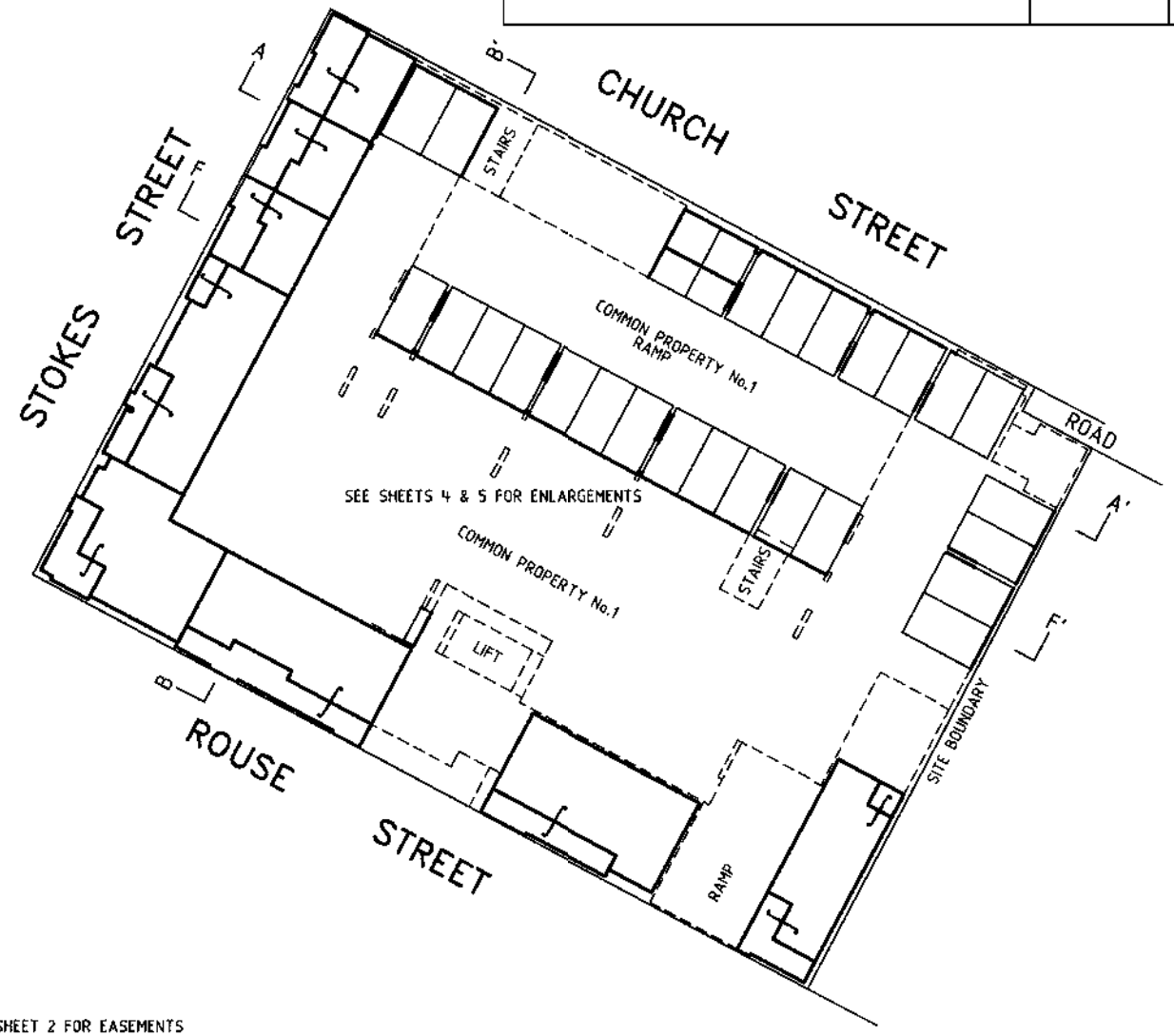
. . . . . .
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B





GROUND LEVEL &
GROUND STOREY
DIAGRAM 2
SEE SHEETS 4 & 5 FOR ENLARGEMENTS

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 5778003
DWG 577800AD

31/07/09 VERSION D

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

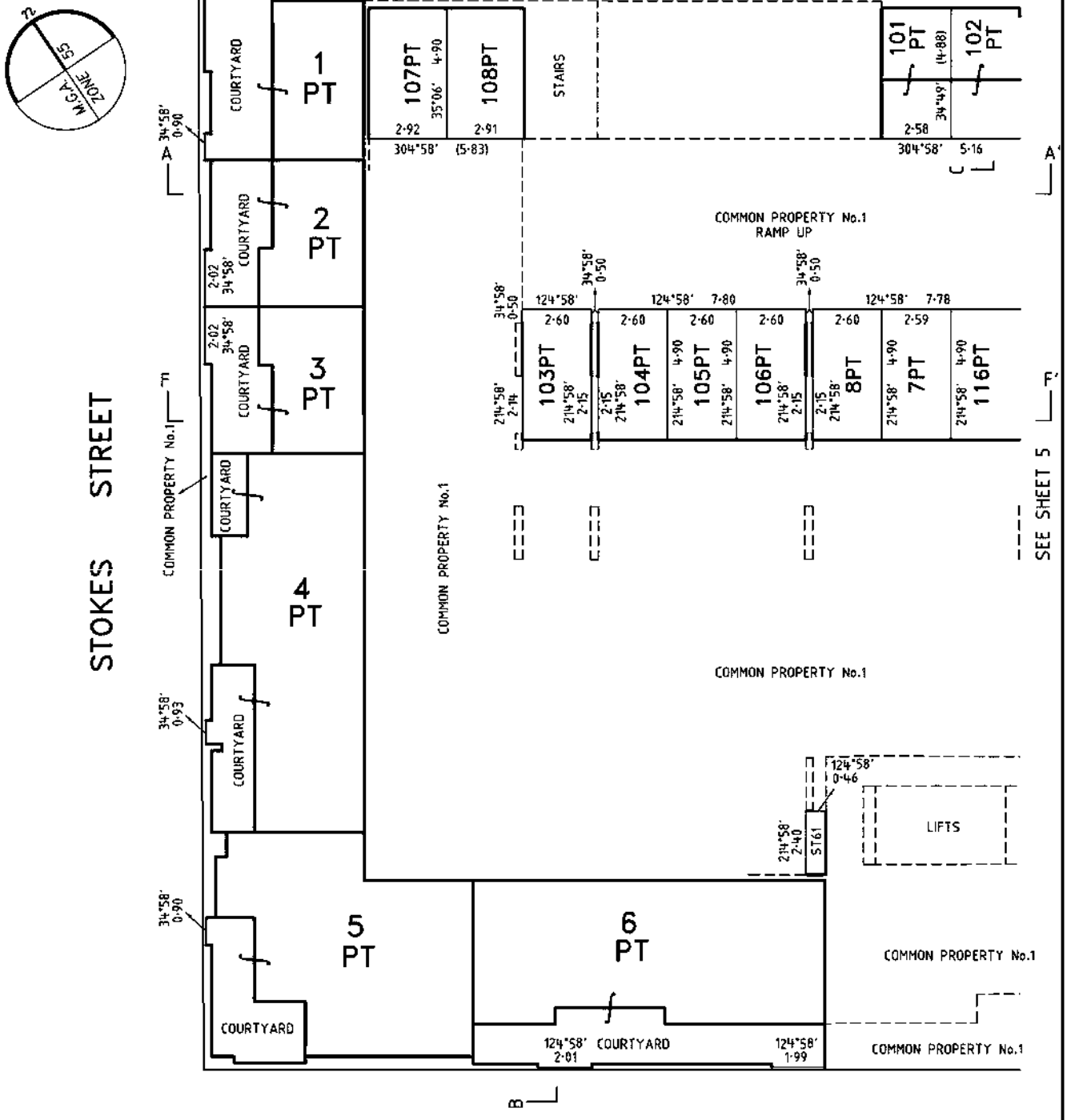
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 610984B



GROUND STOREY
ENLARGEMENT 1

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
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Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 4

ORIGINAL

SCALE 1:150 | SHEET SIZE A3

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LENGTHS ARE IN METRES

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DWG 577800AD 31/07/09 VERSION D

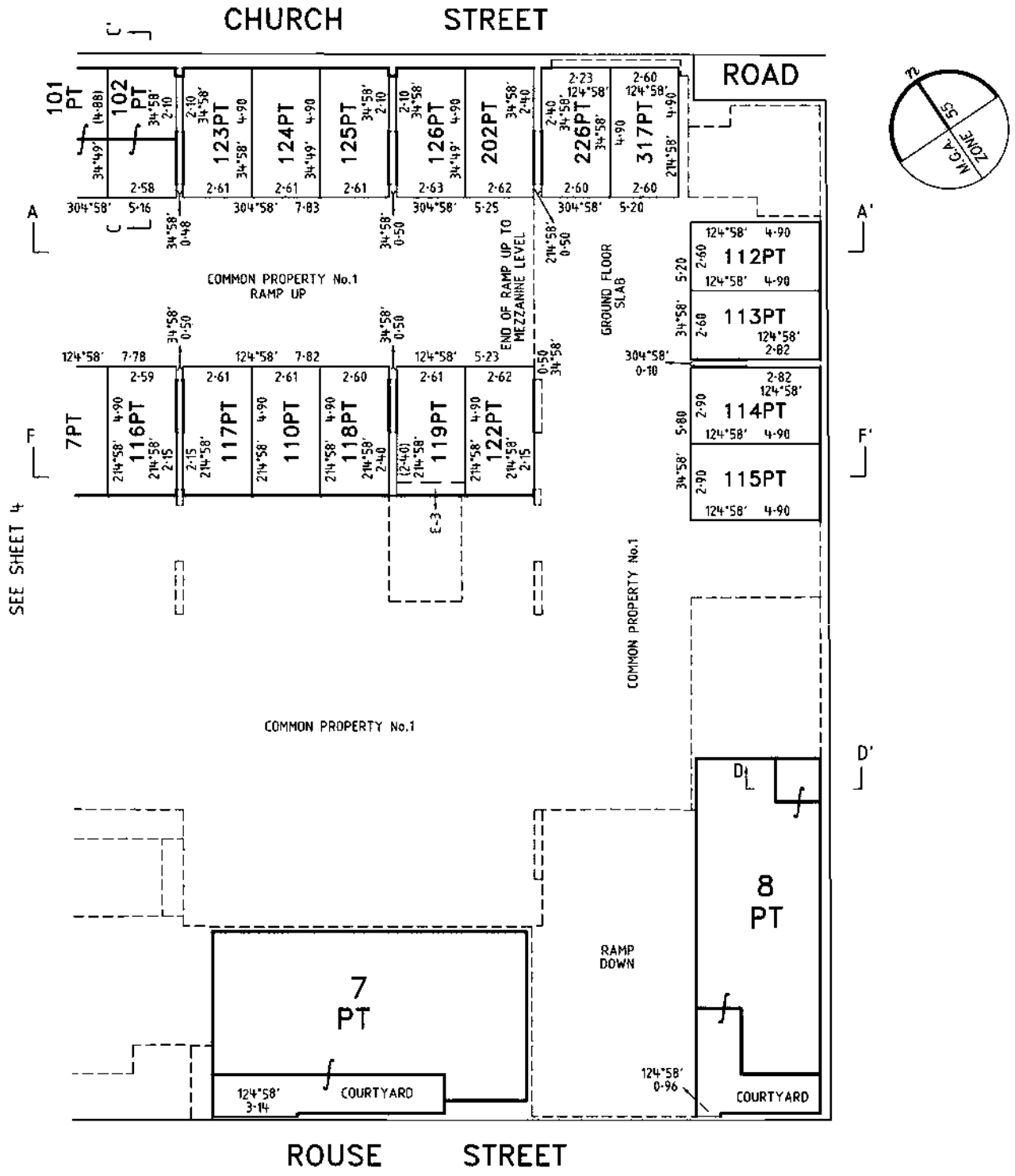
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Original sheet size A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 610984B



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GROUND STOREY
ENLARGEMENT 2

Sheet 5

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

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DWG 577800AD 31/07/09 VERSION D

DATE / /

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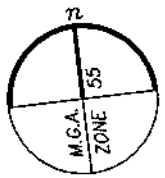
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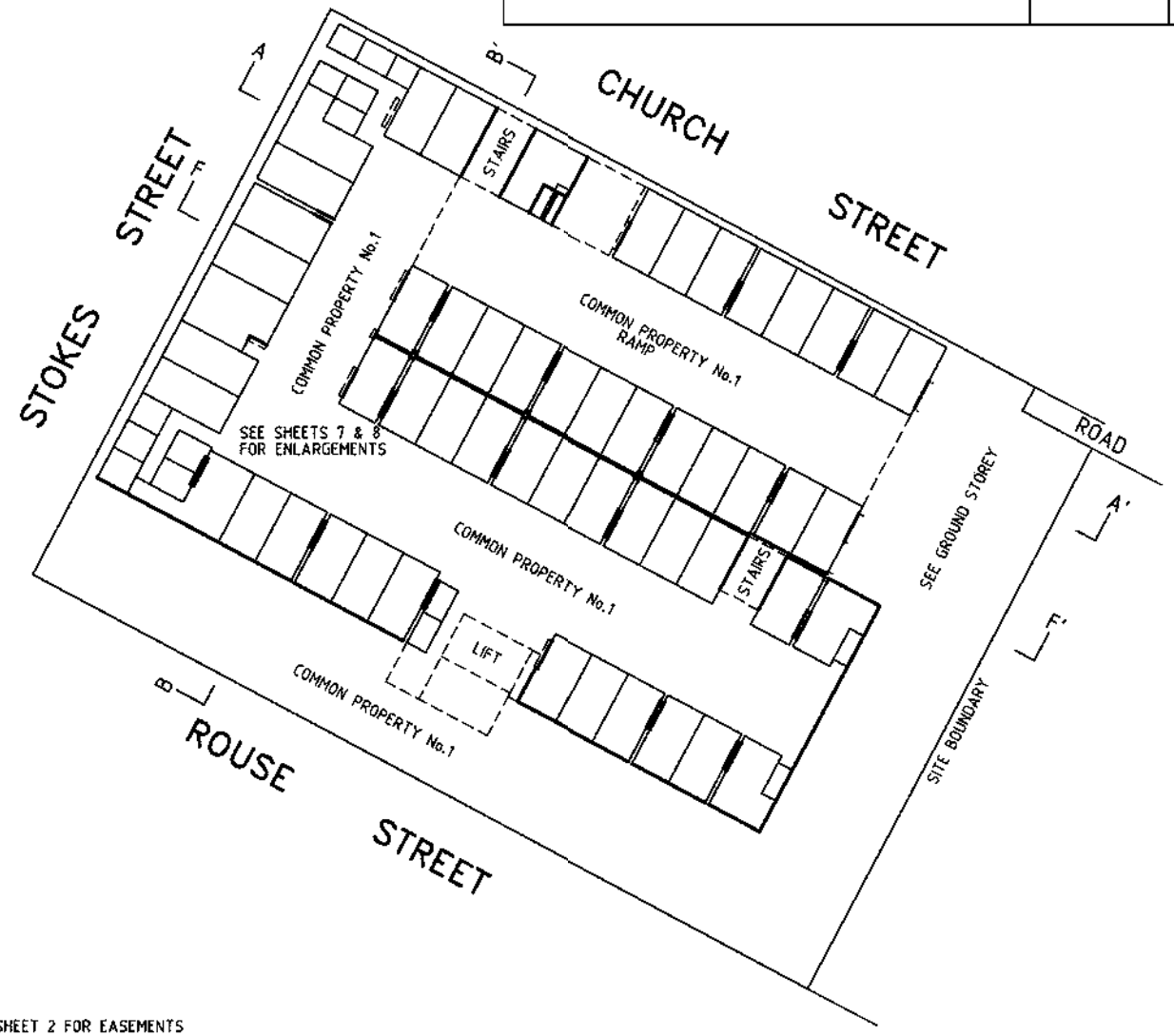
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B





BASEMENT LEVEL

DIAGRAM 3

SEE SHEETS 7 & 8 FOR ENLARGEMENTS

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 6

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ORIGINAL

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SCALE

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LENGTHS ARE IN METRES

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DATE / /

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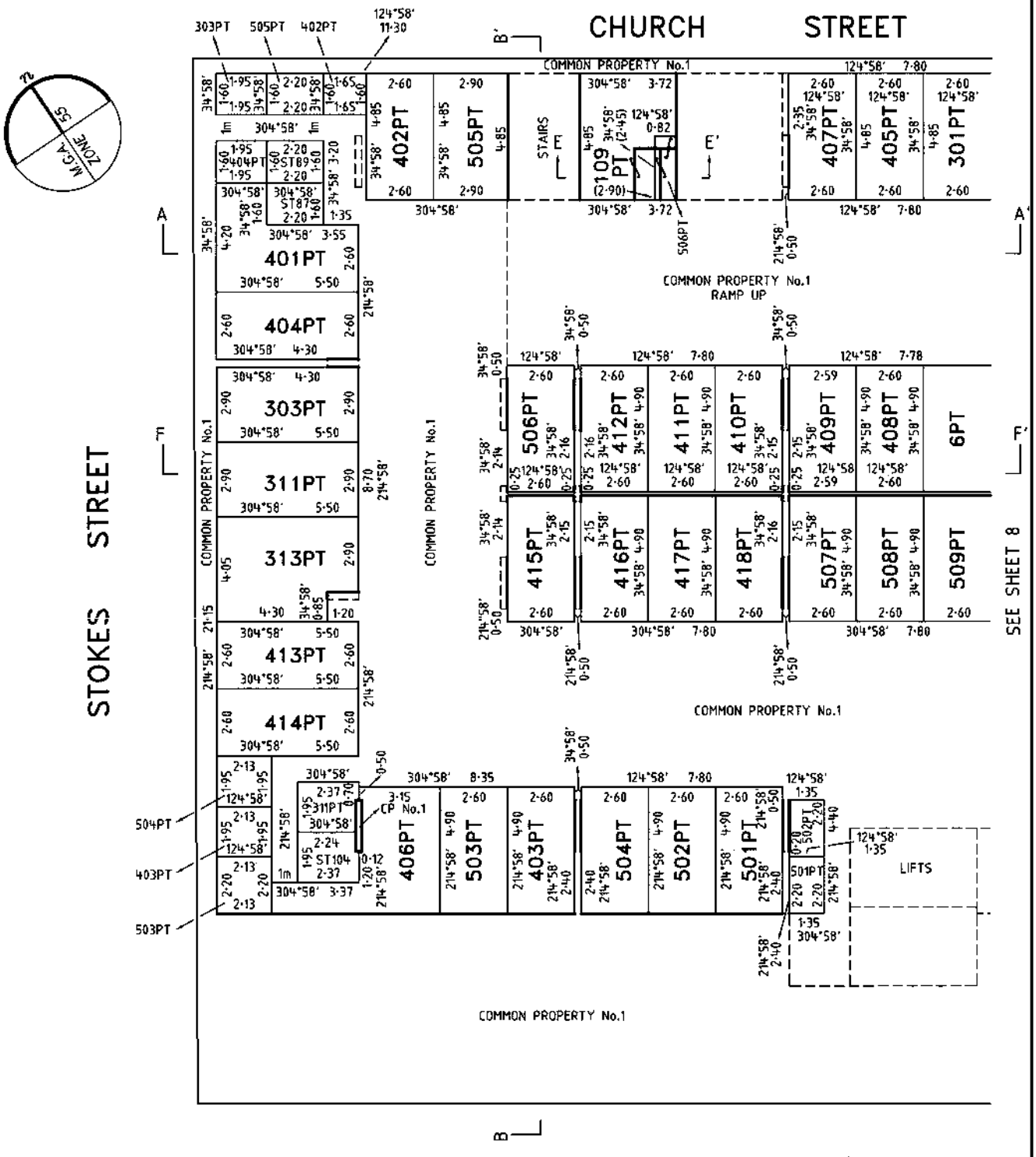
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 610984B



BASEMENT LEVEL
ENLARGEMENT 3

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ORIGINAL

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LENGTHS ARE IN METRES

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DWG 577800AD 31/07/09 VERSION D

Sheet 7

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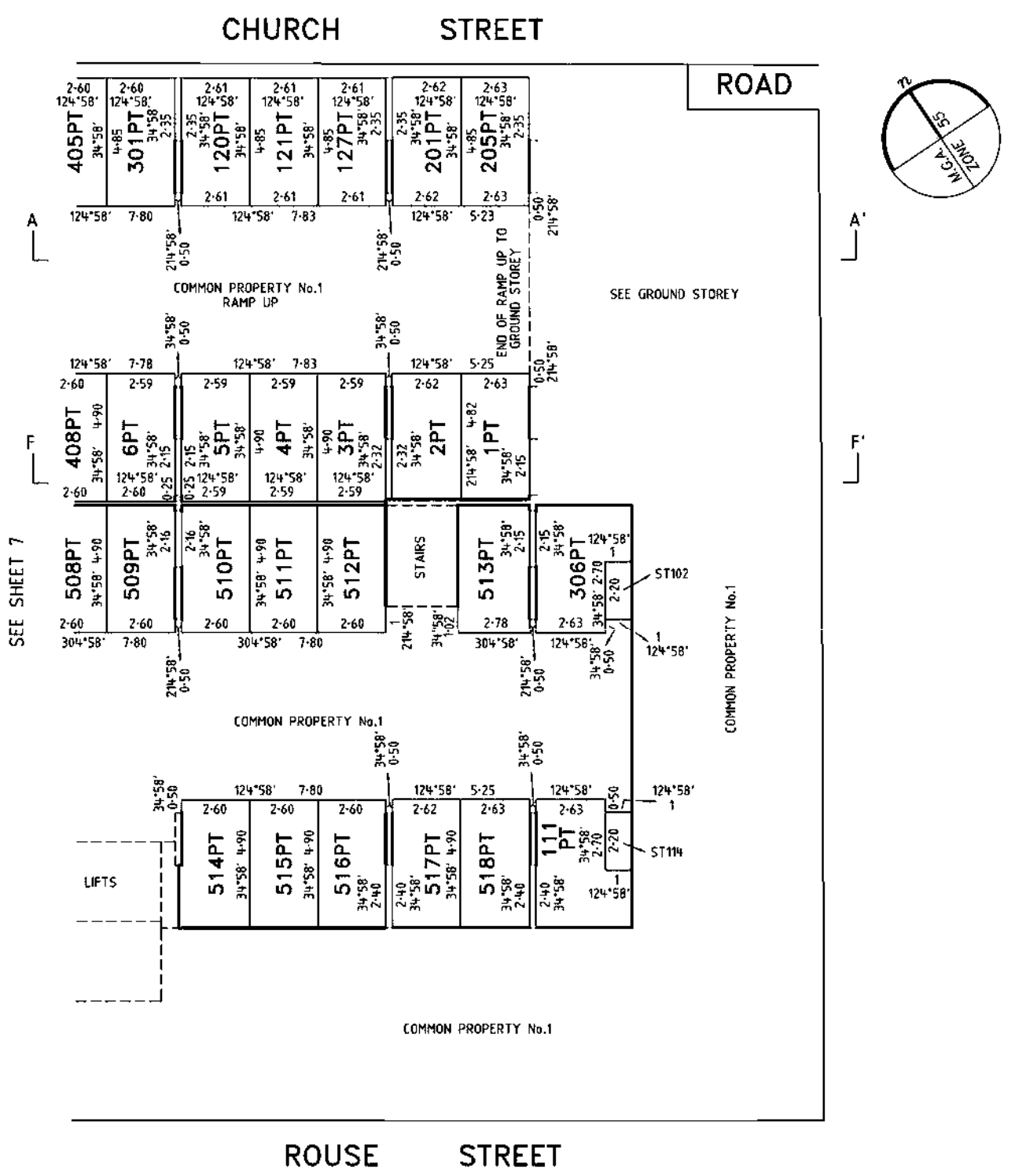
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 610984B



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BASEMENT LEVEL
ENLARGEMENT 4

Sheet 8

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

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SIGNATURE . . . . . DATE / /

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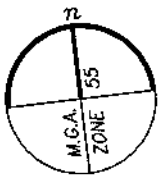
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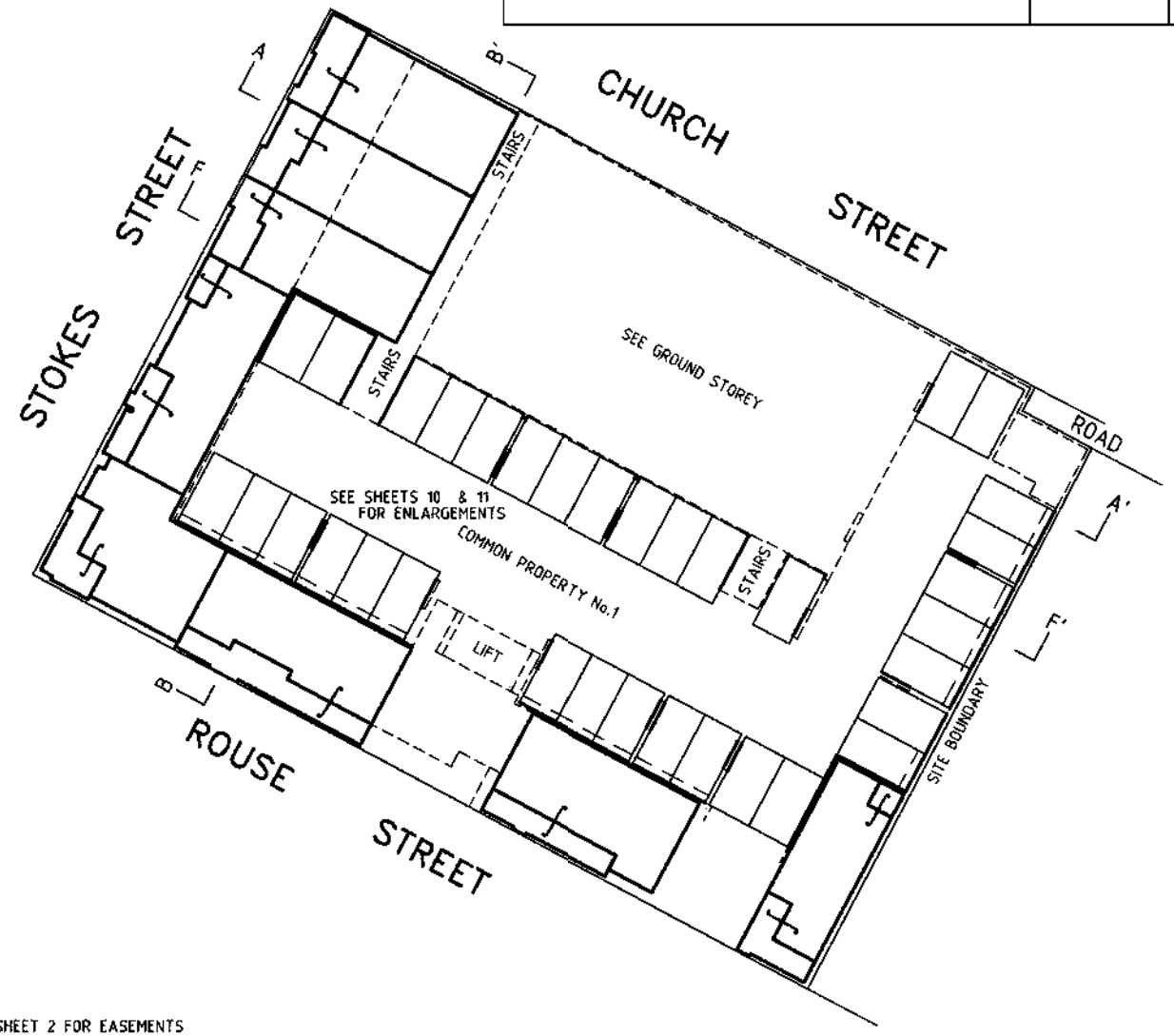
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Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B





MEZZANINE LEVEL
DIAGRAM 4
SEE SHEETS 10 & 11 FOR ENLARGEMENTS

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 9

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ORIGINAL

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LENGTHS ARE IN METRES

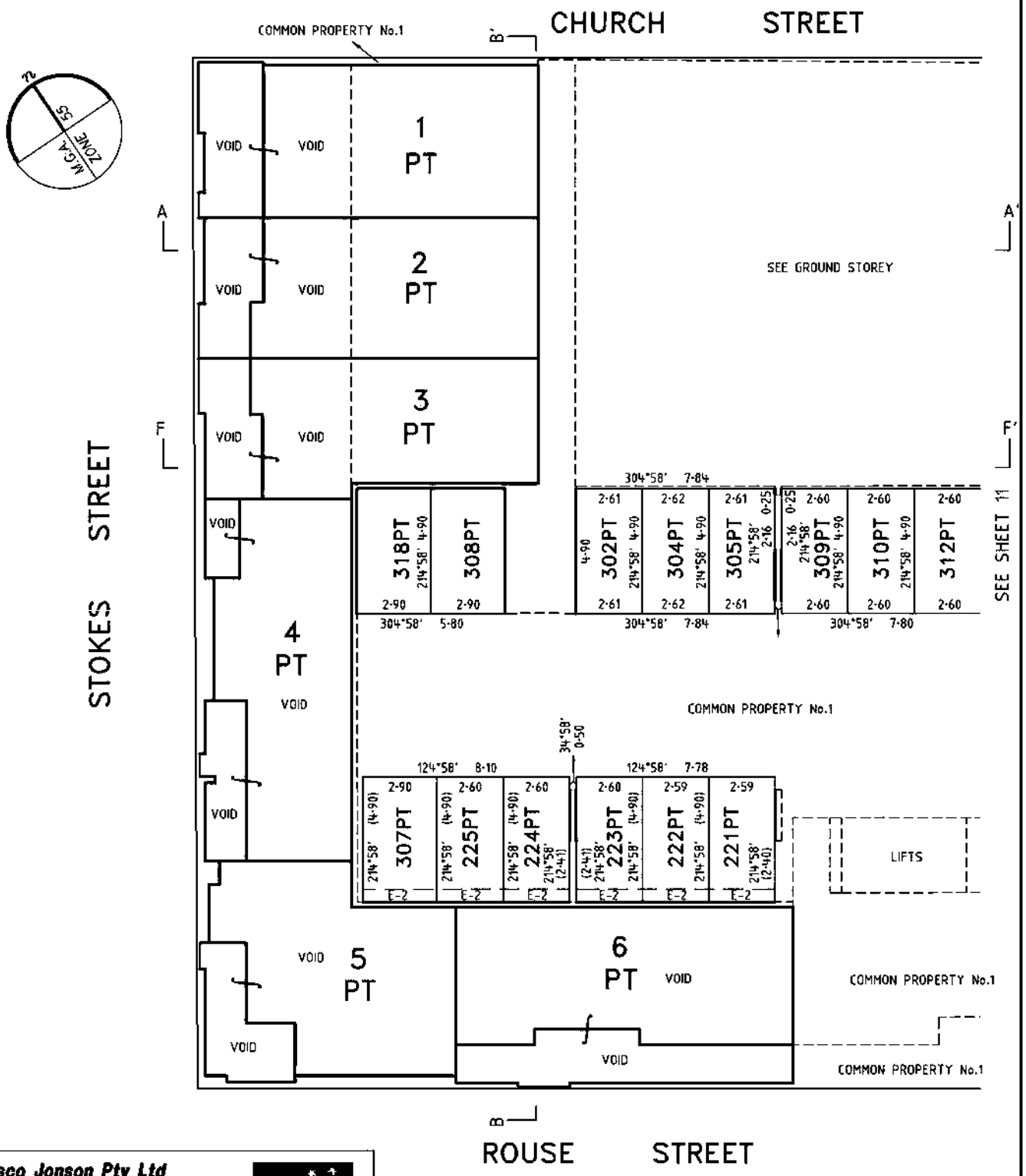
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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 610984B



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MEZZANINE LEVEL
ENLARGEMENT 5

Sheet 10

ORIGINAL

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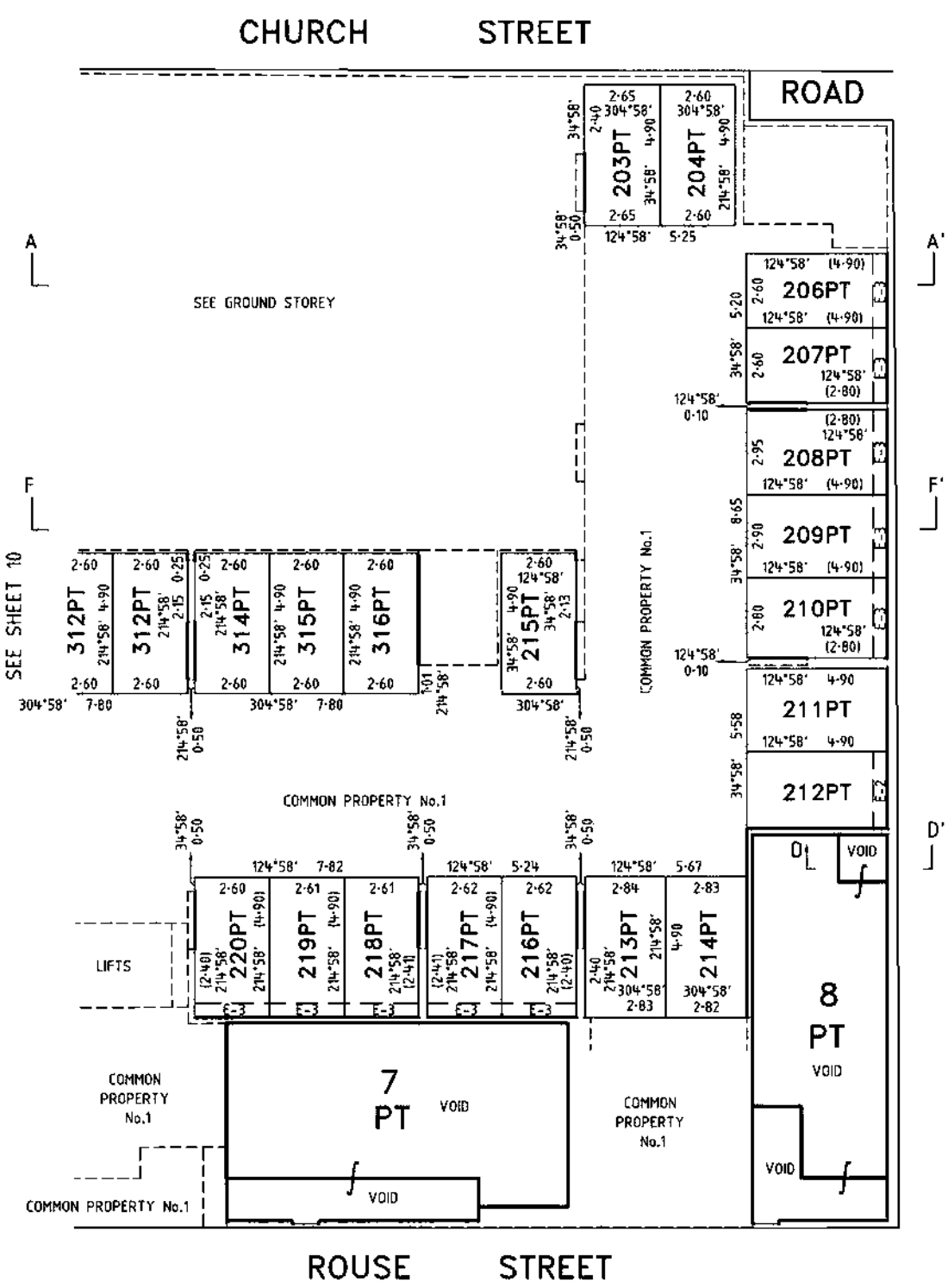
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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 610984B



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MEZZANINE LEVEL
ENLARGEMENT 6

Sheet 11

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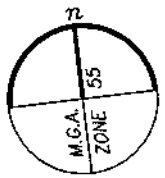
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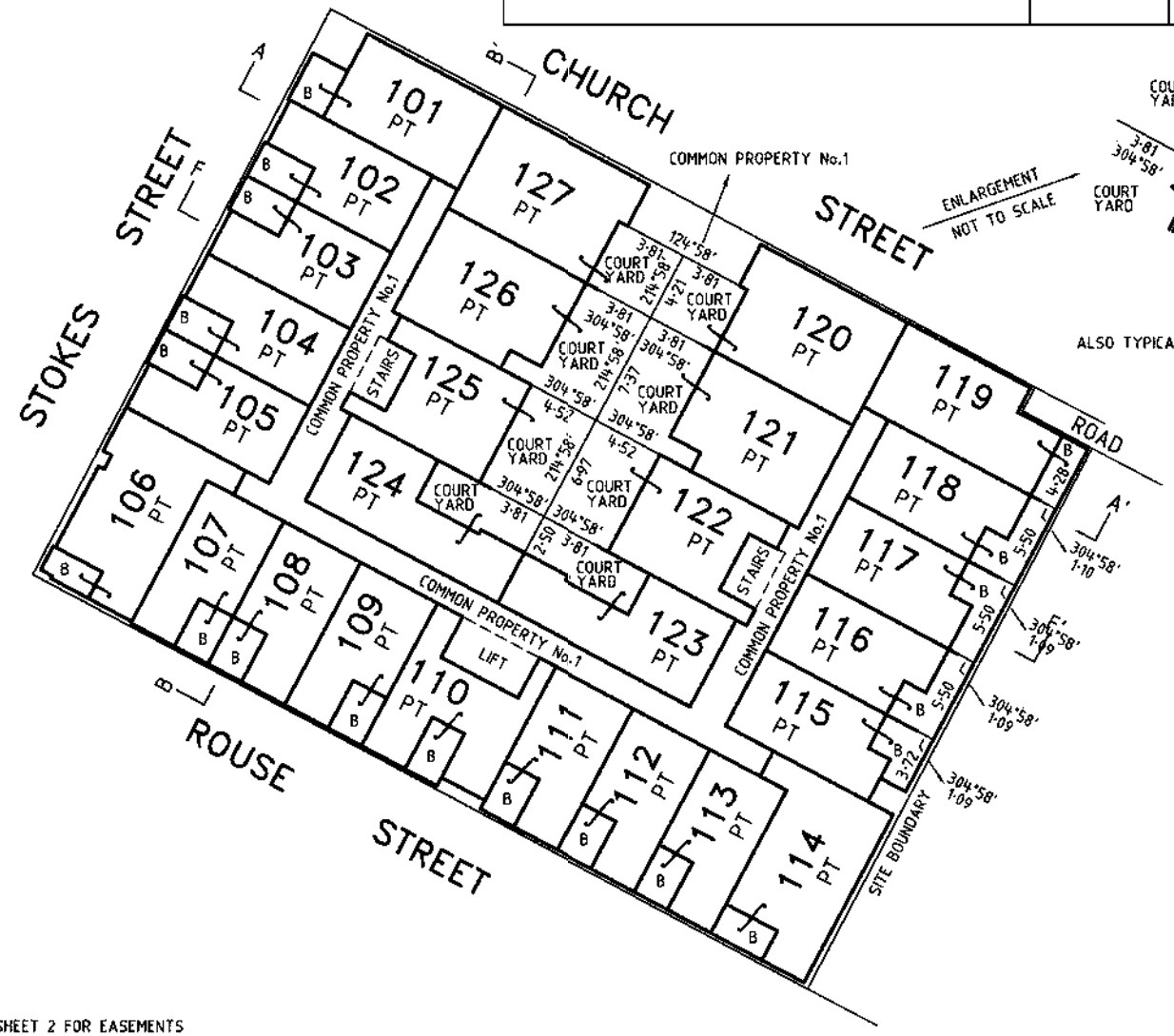
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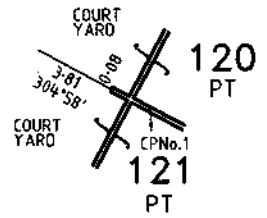
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COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B







ENLARGEMENT
NOT TO SCALE
ALSO TYPICAL FOR ALL COURTYARDS ON THIS LEVEL

LEVEL 1
DIAGRAM 5

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 12

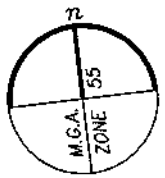
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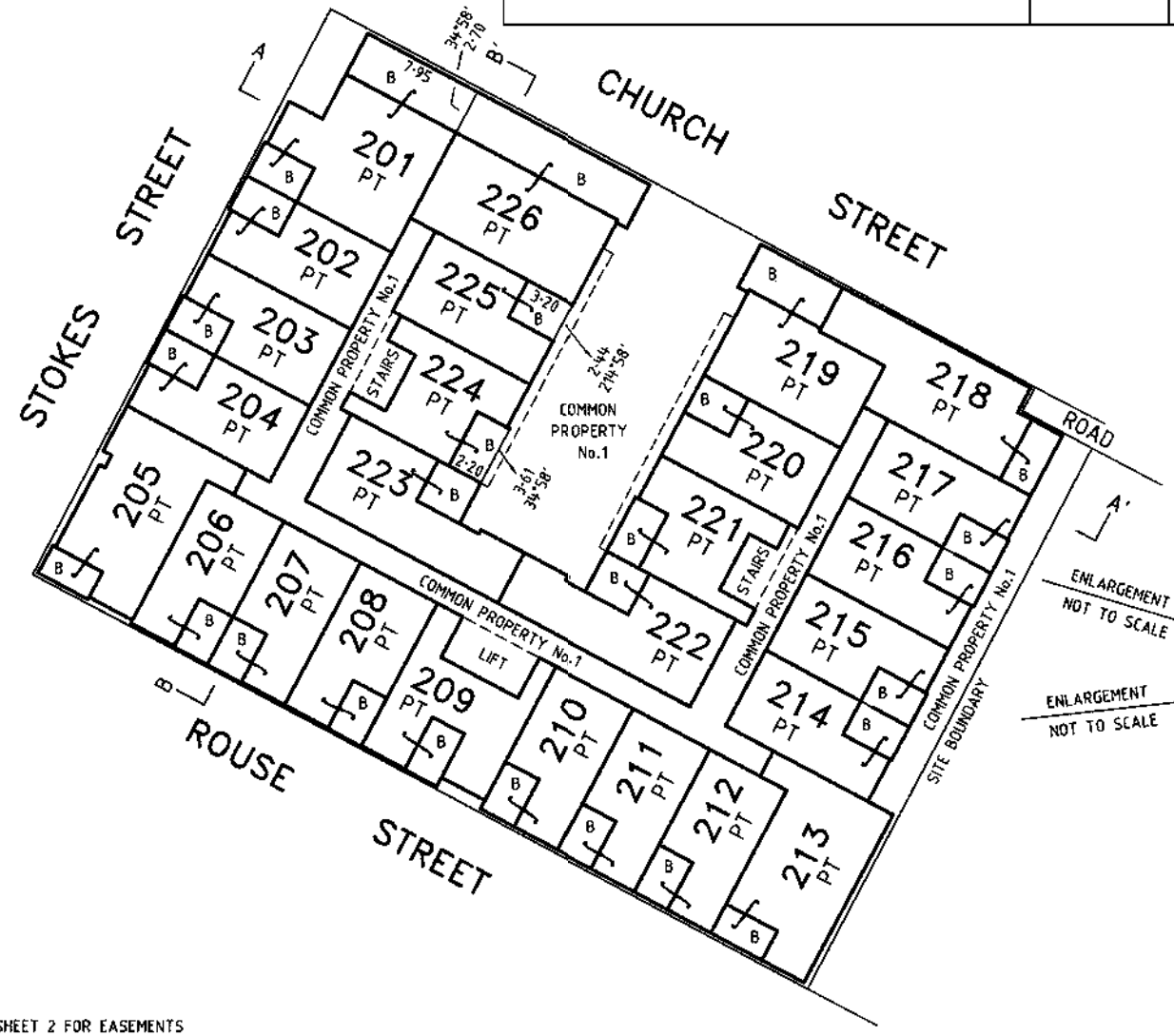
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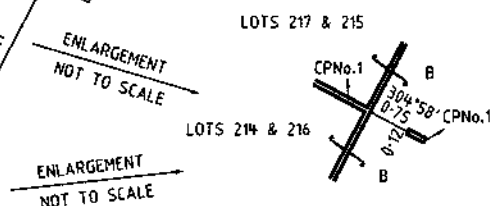
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B







TYPICAL ENLARGEMENT
NOT TO SCALE
ALSO TYPICAL FOR ALL BALCONIES

LEVEL 2
DIAGRAM 6

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 13

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ORIGINAL

SCALE	SHEET SIZE
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LENGTHS ARE IN METRES

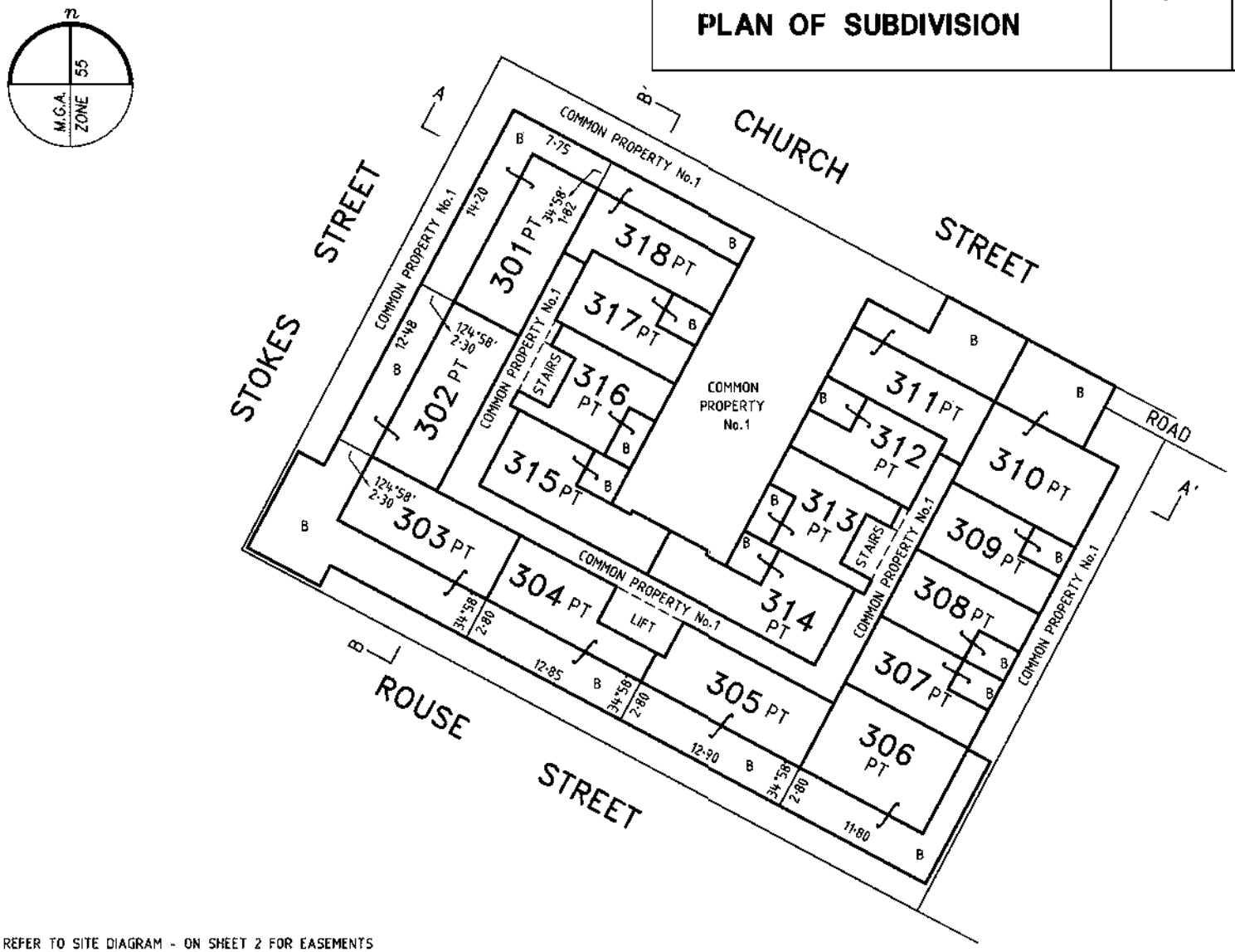
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B



LEVEL 3
DIAGRAM 7

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 14

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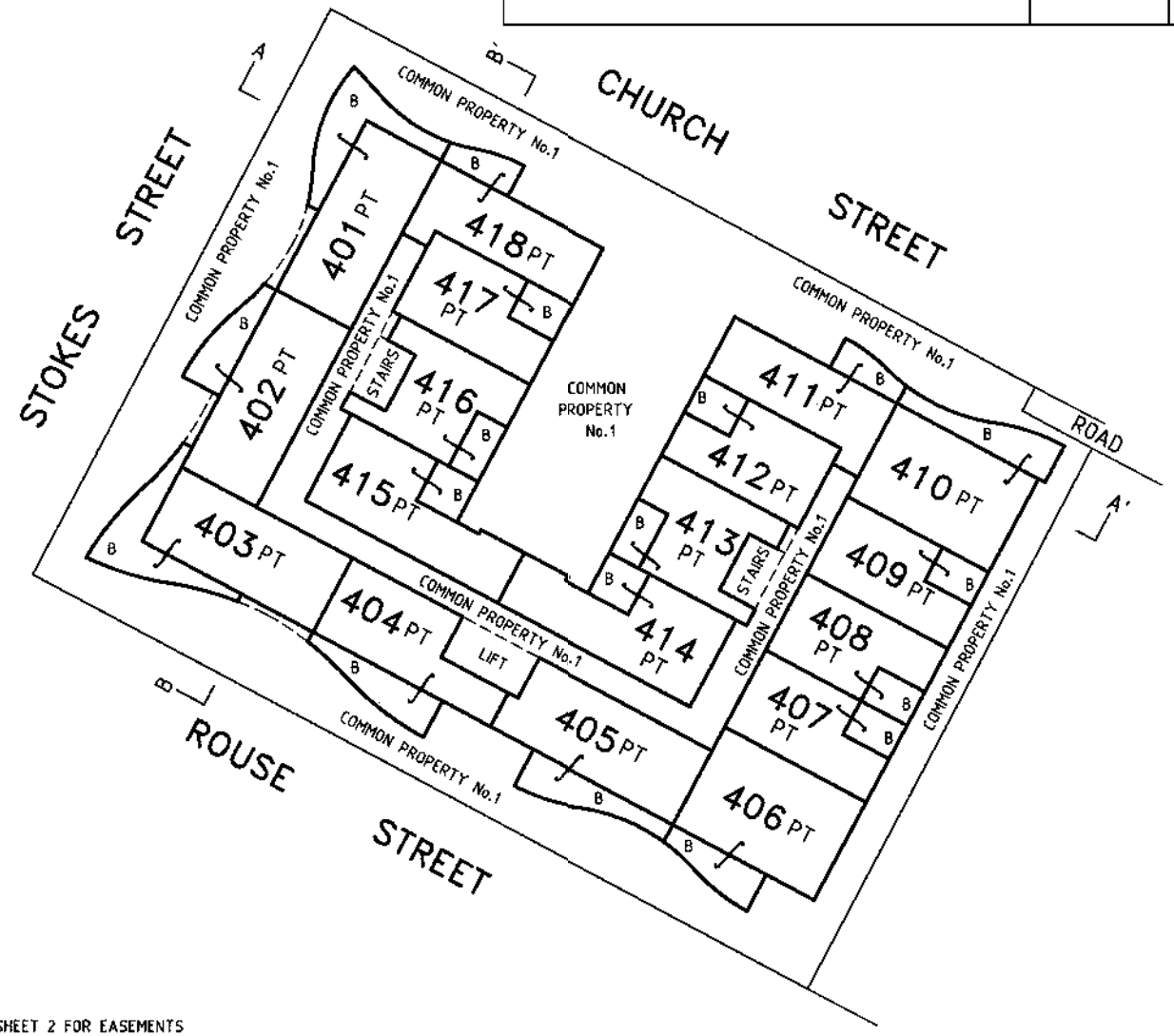
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B



LEVEL 4
DIAGRAM 8

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 15

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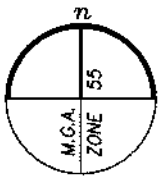
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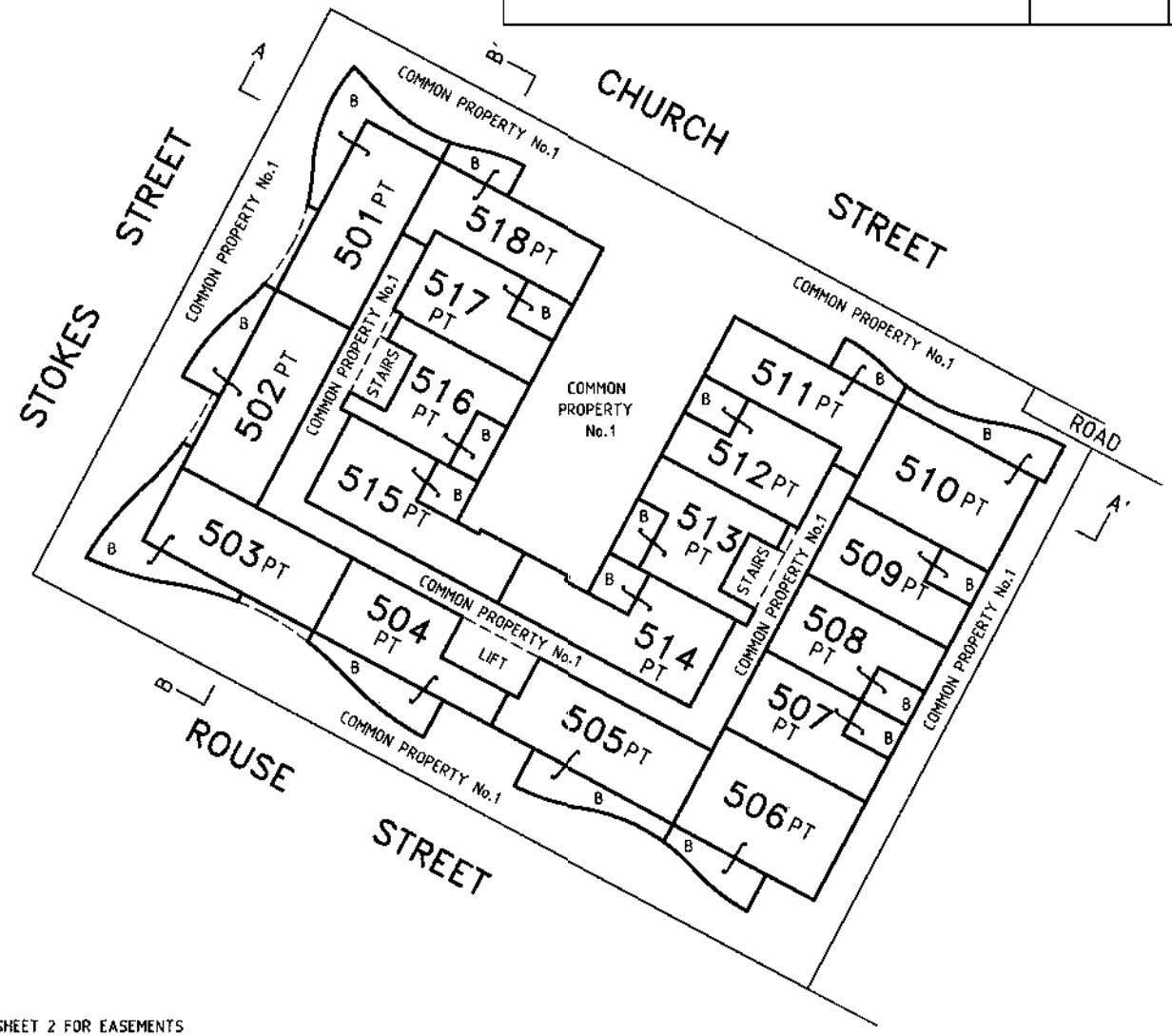
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B





LEVEL 5
DIAGRAM 9

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

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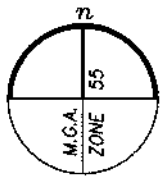
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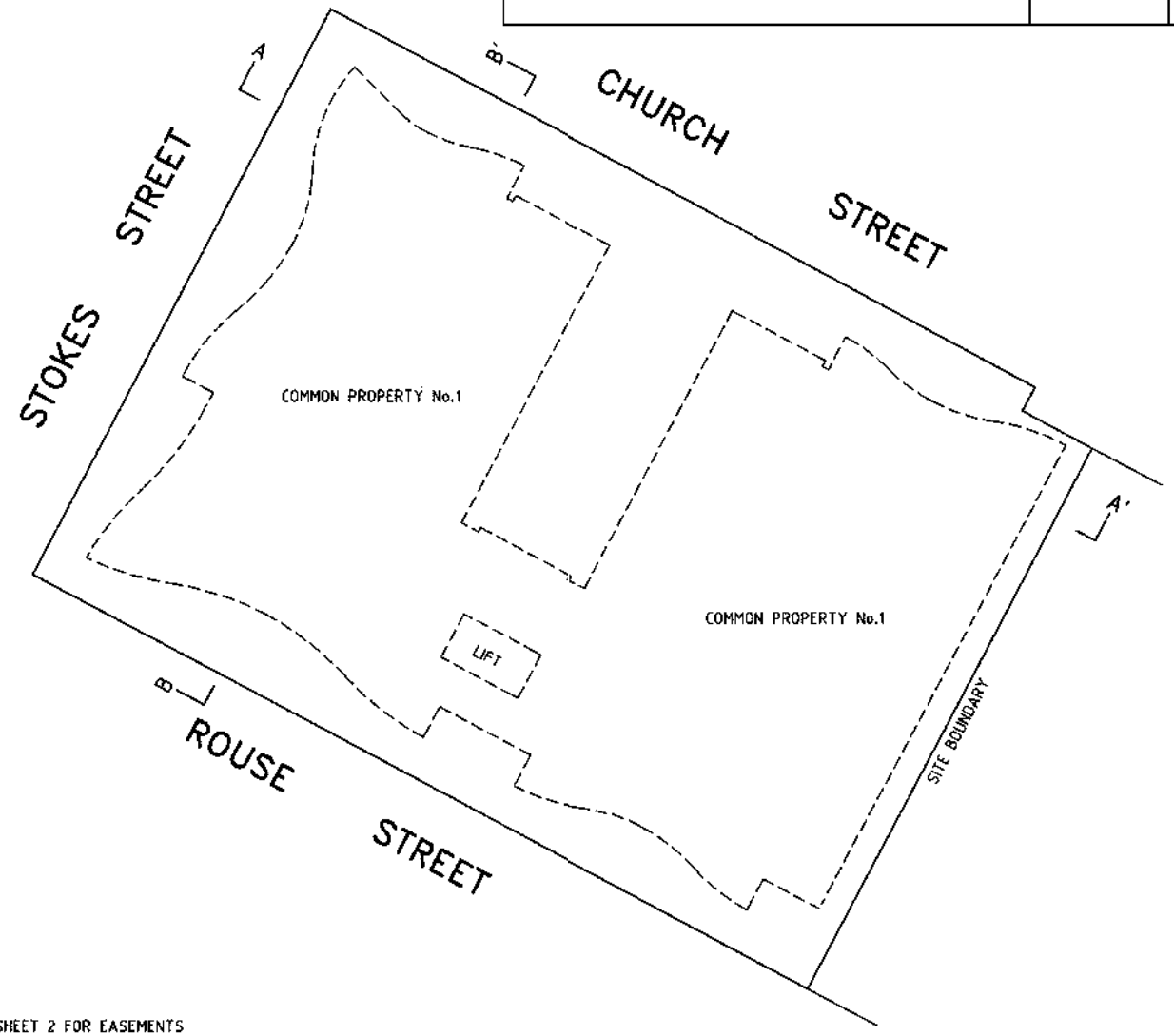
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B





ROOF LEVEL
DIAGRAM 10

NOTE: REFER TO SITE DIAGRAM - ON SHEET 2 FOR EASEMENTS

Sheet 17

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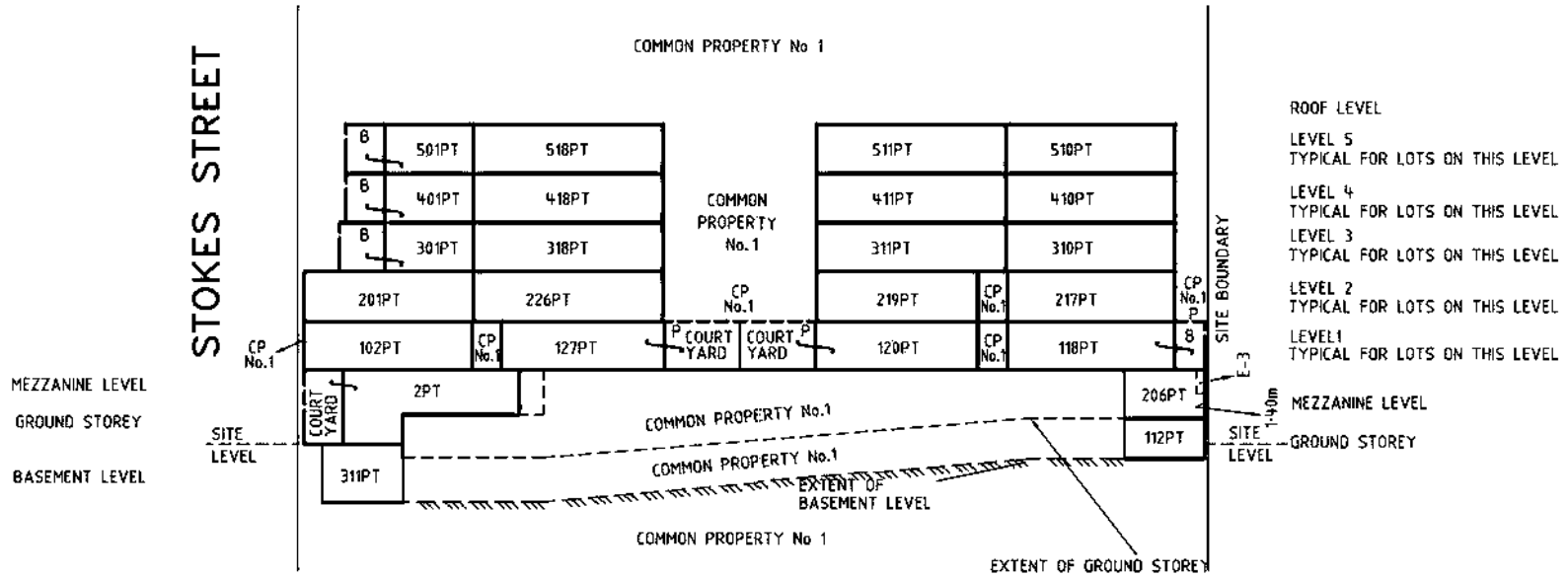
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DATE / /
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B



SECTION A-A'
NOT TO SCALE

Sheet 18

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ORIGINAL

SCALE | SHEET SIZE A3

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LENGTHS ARE IN METRES

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DATE / /
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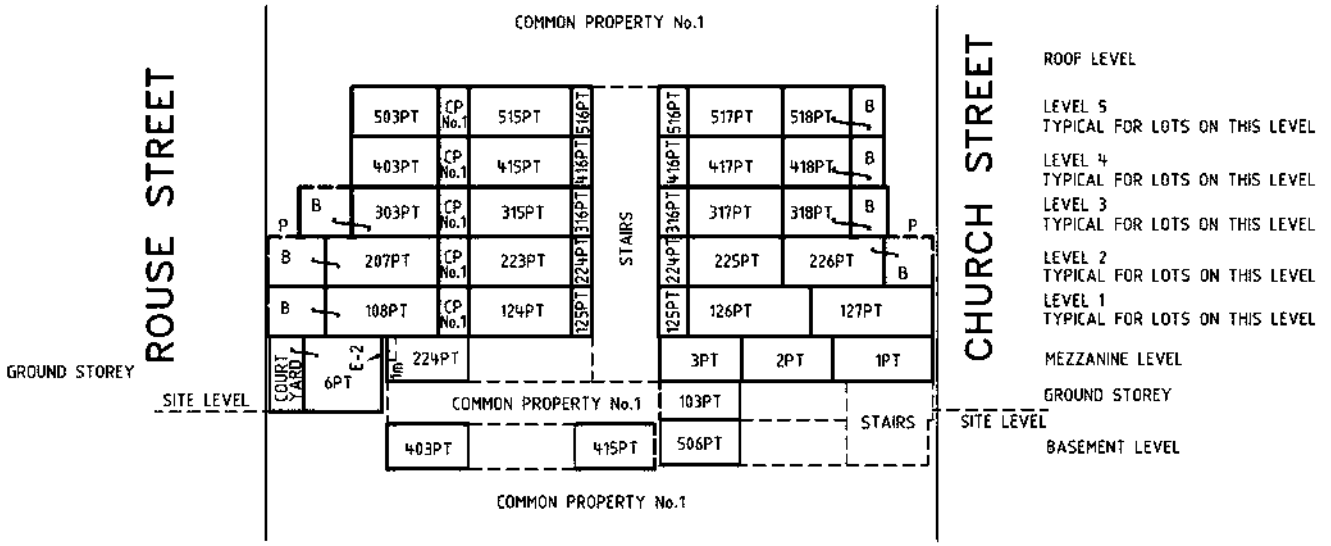
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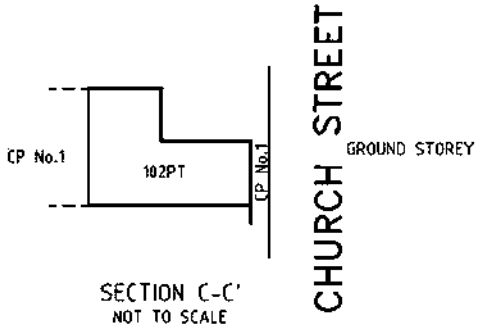
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Stage No.

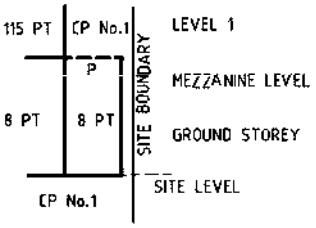
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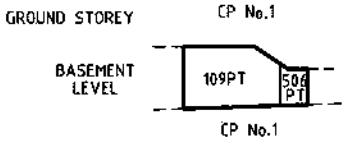
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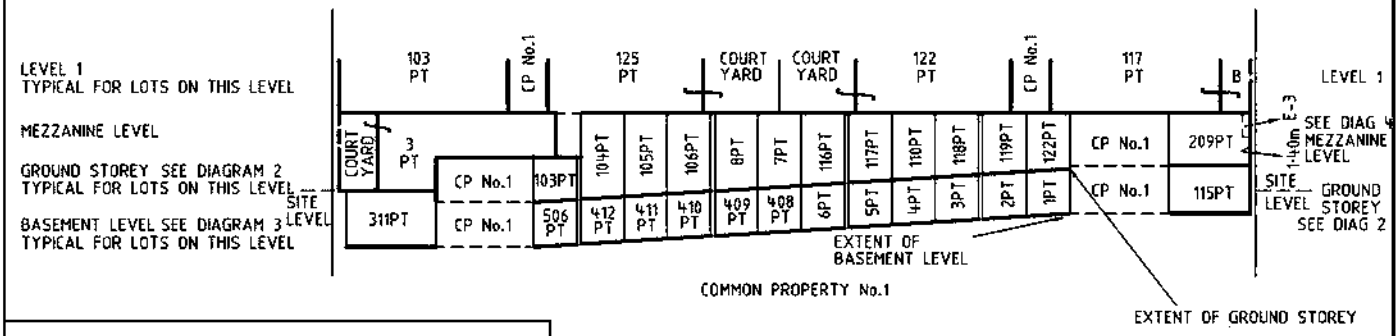
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NOT TO SCALE
ALSO TYPICAL FOR LOT 101



SECTION D-D'
NOT TO SCALE



SECTION E-E'
NOT TO SCALE



SECTION F-F'
NOT TO SCALE

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ORIGINAL

SCALE

SHEET SIZE A3

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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REF 5778003
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Sheet 19

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DATE / /

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Original sheet size A3

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS610984B

MASTER PLAN (STAGE 1) REGISTERED DATE 04/11/2009 TIME 2.51PM

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 301 to 318, 401 to 418, 501 to 518, ST61, ST87, ST89, ST102, ST104 & ST114	STAGE PLAN	PS610984B/S2	5/11/09	2	M.M.C.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/11/2023 01:19:48 PM

OWNERS CORPORATION 1
PLAN NO. PS610984B

The land in PS610984B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 8, 101 - 127, 201 - 226, 301 - 318, 401 - 418, 501 - 518, ST61, ST87, ST89, ST102, ST104, ST114.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BINKS & ASSOCIATES PTY LTD, SUITE 2/390 CANTERBURY ROAD SURREY HILLS VIC 3127

AW428612T 09/01/2023

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:
OC005789X 04/11/2009

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	88	88
Lot 2	78	78
Lot 3	75	75
Lot 4	90	90
Lot 5	85	85
Lot 6	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/11/2023 01:19:48 PM

OWNERS CORPORATION 1
PLAN NO. PS610984B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	91	91
Lot 8	75	75
Lot 101	72	72
Lot 102	63	63
Lot 103	62	62
Lot 104	62	62
Lot 105	63	63
Lot 106	89	89
Lot 107	62	62
Lot 108	62	62
Lot 109	63	63
Lot 110	79	79
Lot 111	63	63
Lot 112	62	62
Lot 113	62	62
Lot 114	90	90
Lot 115	70	70
Lot 116	72	72
Lot 117	72	72
Lot 118	72	72
Lot 119	81	81
Lot 120	102	102
Lot 121	110	110
Lot 122	97	97
Lot 123	93	93
Lot 124	93	93
Lot 125	97	97
Lot 126	112	112
Lot 127	102	102

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OWNERS CORPORATION 1
PLAN NO. PS610984B

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 201	113	113
Lot 202	62	62
Lot 203	62	62
Lot 204	62	62
Lot 205	89	89
Lot 206	62	62
Lot 207	62	62
Lot 208	62	62
Lot 209	79	79
Lot 210	62	62
Lot 211	62	62
Lot 212	62	62
Lot 213	90	90
Lot 214	63	63
Lot 215	63	63
Lot 216	63	63
Lot 217	63	63
Lot 218	88	88
Lot 219	84	84
Lot 220	62	62
Lot 221	65	65
Lot 222	82	82
Lot 223	82	82
Lot 224	65	65
Lot 225	62	62
Lot 226	114	114
Lot 301	122	122
Lot 302	108	108
Lot 303	160	160

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OWNERS CORPORATION 1
PLAN NO. PS610984B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 304	99	99
Lot 305	116	116
Lot 306	127	127
Lot 307	62	62
Lot 308	62	62
Lot 309	62	62
Lot 310	111	111
Lot 311	100	100
Lot 312	62	62
Lot 313	66	66
Lot 314	82	82
Lot 315	82	82
Lot 316	65	65
Lot 317	62	62
Lot 318	80	80
Lot 401	96	96
Lot 402	91	91
Lot 403	96	96
Lot 404	78	78
Lot 405	93	93
Lot 406	92	92
Lot 407	62	62
Lot 408	62	62
Lot 409	62	62
Lot 410	92	92
Lot 411	64	64
Lot 412	62	62
Lot 413	65	65
Lot 414	81	81

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS610984B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 415	81	81
Lot 416	65	65
Lot 417	62	62
Lot 418	64	64
Lot 501	96	96
Lot 502	91	91
Lot 503	96	96
Lot 504	78	78
Lot 505	94	94
Lot 506	92	92
Lot 507	62	62
Lot 508	62	62
Lot 509	62	62
Lot 510	92	92
Lot 511	64	64
Lot 512	62	62
Lot 513	65	65
Lot 514	81	81
Lot 515	81	81
Lot 516	65	65
Lot 517	62	62
Lot 518	64	64
Lot ST61	1	1
Lot ST87	1	1
Lot ST89	1	1
Lot ST102	1	1
Lot ST104	1	1
Lot ST114	1	1
Total	**9065.00**	**9065.00**

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS610984B

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

978639

APPLICANT'S NAME & ADDRESS

CLAIRE KENNA C/- LANDATA

DOCKLANDS

VENDOR

LOFTUS, GEOFFREY LLOYD

PURCHASER

NOT KNOWN

REFERENCE

Loftus

This certificate is issued for:

LOT 412 PLAN PS610984 ALSO KNOWN AS 412/232 - 242 ROUSE STREET PORT MELBOURNE
PORT PHILLIP CITY

The land is covered by the:
PORT PHILLIP PLANNING SCHEME

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

The land:

- is included in a MIXED USE ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-2
and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
and a ENVIRONMENTAL AUDIT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/portphillip)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

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

03 November 2023

Sonya Kilkenny
Minister for Planning

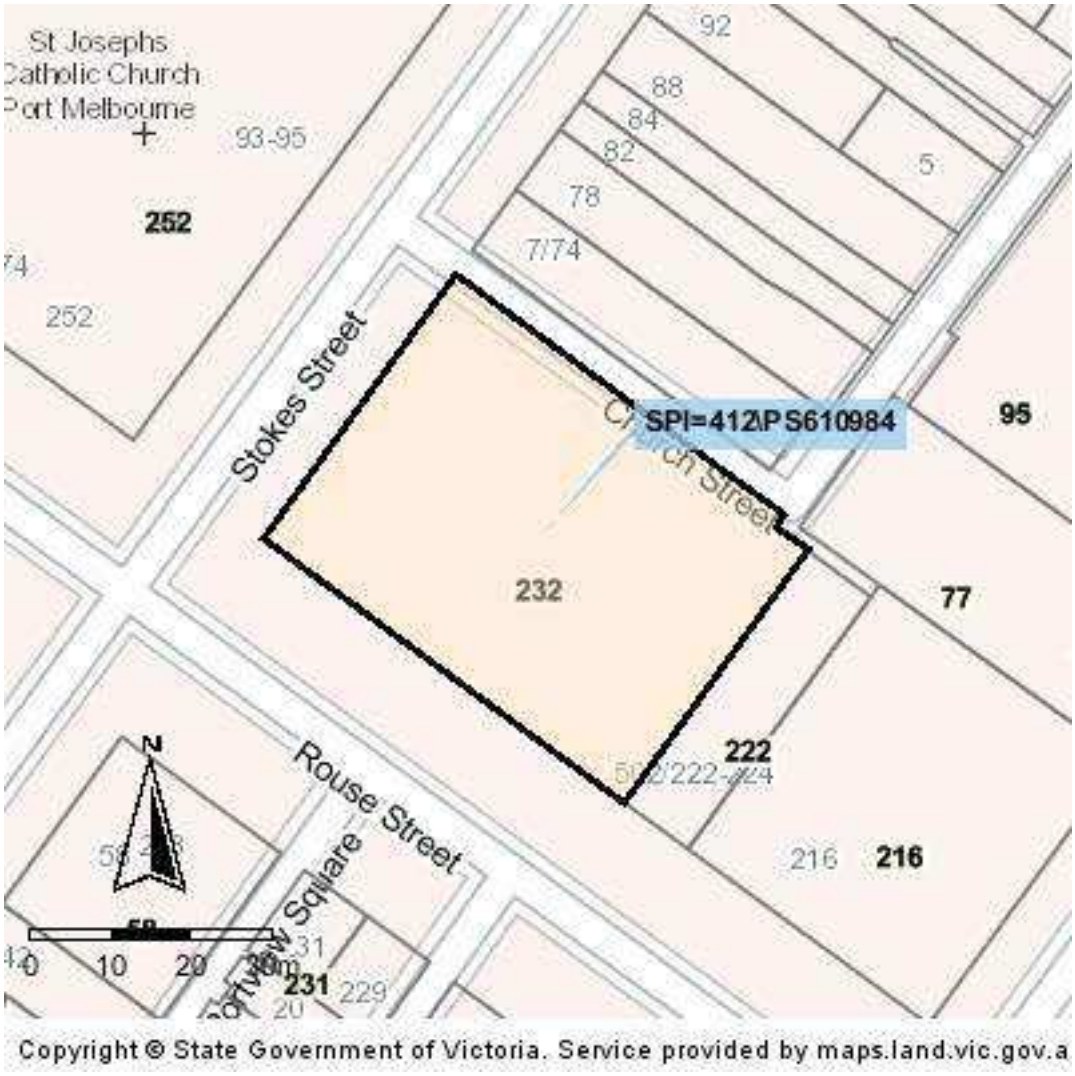
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 November 2023 12:01 PM

PROPERTY DETAILS

Address:	**412/232-242 ROUSE STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 412 PS610984**
Standard Parcel Identifier (SPI):	**412\PS610984**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**245482**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2J C6**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**ALBERT PARK**

OTHER

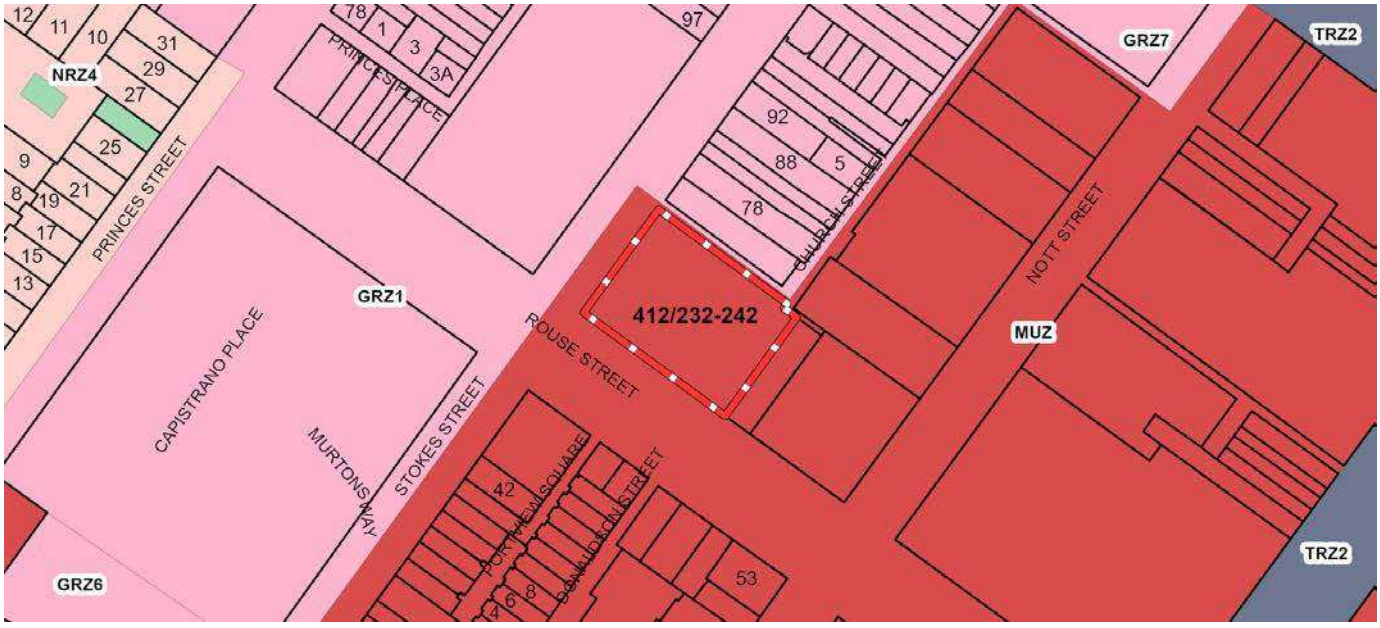
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



GRZ - General Residential | **MUZ - Mixed Use** | **NRZ - Neighbourhood Residential**

PPRZ - Public Park and Recreation | **TRZ2 - Principal Road Network**

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

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

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

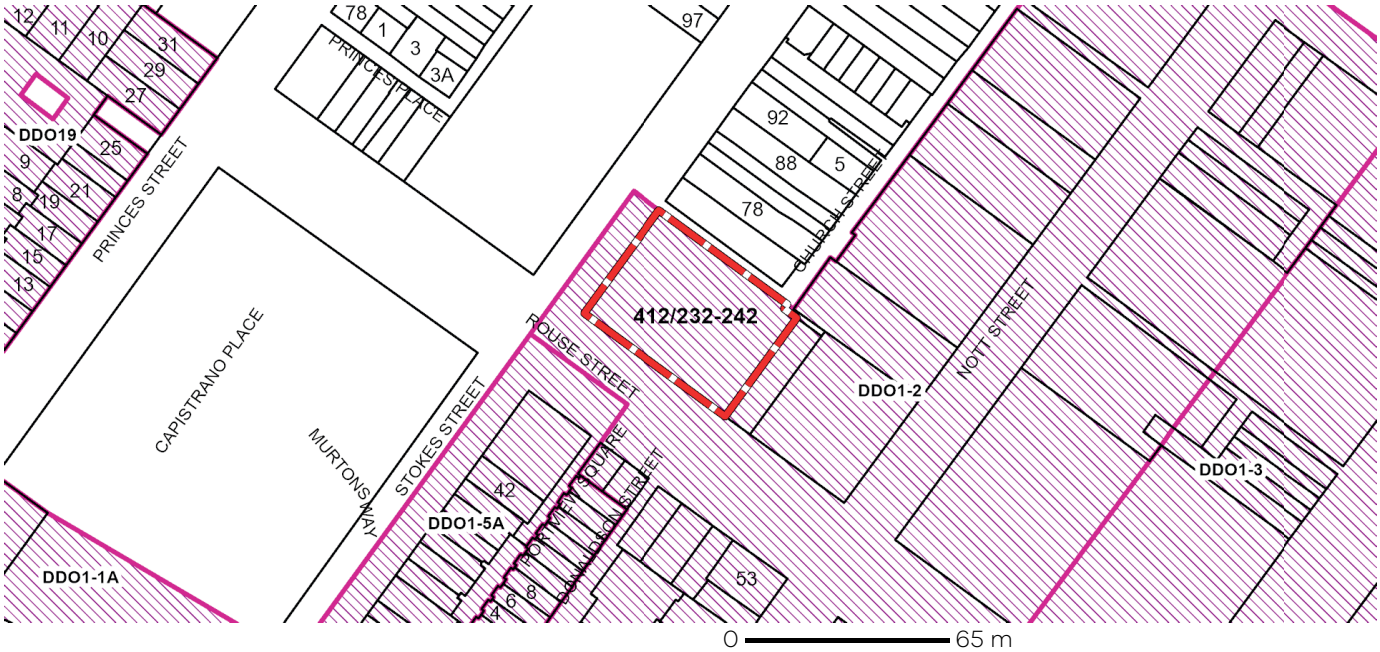


DCPO - Development Contributions Plan Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-2 (DDO1-2)



DDO - Design and Development Overlay

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

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PLANNING PROPERTY REPORT

Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit Overlay

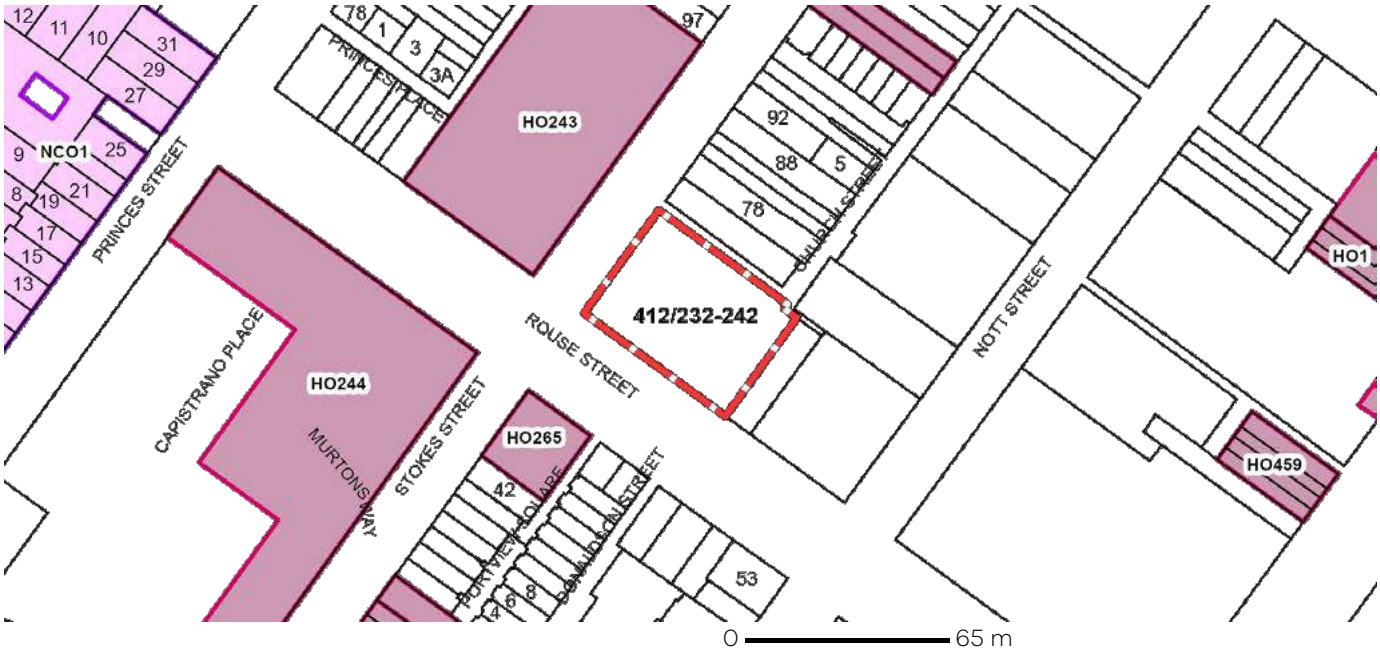
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)



HO - Heritage Overlay **NCO - Neighbourhood Character Overlay**

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to
http://www.aav.nrms.net.au/aavQuestion1.aspx

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



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 22 November 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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ABN 21 762 977 945

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

Certificate No: CTLI/06312/2023
Property No: 245482
Issue Date: 9/11/2023

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 1989 and 2020 or under a local law or by law of the council and specified flood level by the council (if any).
This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

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

Your Ref: LANDATA|70793241-028-9

Property	**Title Details**
412/232-242 ROUSE STREET PORT MELBOURNE VIC 3207	Lot 412 PS610984B V11168 F050

Level of Valuation Date: 1/1/2023 **Valuation Effective Date:** 1/7/2023

Site Value	Capital Improved Value	Net Annual Value
$75,000	**$390,000**	**$19,500**

1/7/2023 to 30/6/2024

Opening Balance at 1/7/2023	**$ 0.00**
General Rates	$ 660.65
Waste Bin Charge	$ 198.20
Fire Services Property Levy	$ 142.90
Special Rates	$ 0.00
Legal Fees	$ 0.00
Interest	$ 0.00
Rebates	$ -68.00
Receipts, Adjustments and Prepayments	$ -234.75
Other Outstanding Charges/Property Debt	$ 0.00
Total Due	**$ 699.00**

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

PEXA Payments Biller Code: 356899 Reference: 2026 6655 2454 823
Please email Notice of Acquisition to: rates@portphillip.vic.gov.au

ABN 21 762 977 945

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

Certificate No: CTLI/06312/2023
Property No: 245482
Issue Date: 9/11/2023

PARKING PERMITS

PLEASE NOTE: That Owners or Occupiers of this property are not entitled to receive Resident or Visitor Parking Permits in any City of Port Phillip Parking Permit Scheme as the property is subject to Council's 'No Parking Permit' Policy. Contact the Senior Traffic Engineer on 03 9209 6445 to provide further clarification if required.

FLOOD LEVELS

Specified Flood Level

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

Designated Flood Level/ Land Liable to Flooding

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

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

PRIVATE STREET SCHEMES

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

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

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.
Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.
This Certificate expires three (3) months from the date of issue.
For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

Email: rates@portphillip.vic.gov.au
Post: Private Bag No 3, PO St Kilda Victoria 3182
DX 35706 Balaclava Phone (03) 9209 6777 Facsimile (03) 9536 2770

Rates, charges and valuation notice 2023-24

For the period 1 July 2023 to 30 June 2024

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1472CB4A5Z
eNotices

CITY OF PORT PHILLIP
ABN 21 762 977 945

G L Loftus & J R Elderton
[redacted]

028
R4_6635

Assessment number	245508
Date of issue	25/08/2023

TAX INVOICE (no GST included)

Paying your rates

Arrears due immediately
unless an agreement is in place.
$0.00

1 Paying in full

Excludes any arrears amount above.

15/02/2024	$13.00

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2023 will be accepted as part payment towards the in full amount due 15 February 2024.

1st instalment 30 September 2023	$4.00
2nd instalment 30 November 2023	$3.00
3rd instalment 29 February 2024	$3.00
4th instalment 31 May 2024	$3.00

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

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

Property details

ST 87/232-242 ROUSE STREET PORT MELBOURNE VIC 3207

Legal description	Lot ST87 PS610984B V11168 F076
Owner/ Ratepayer	Geoffrey Lloyd Loftus & Janette Ruth Elderton

Site value	$1,500	Capital improved value	$7,500	Net annual value	$375
Level of value date	01/01/2023	Effective date	01/07/2023	Ward	GATEWAY

Details of account

	Storage Area
Residential Rate (Rate on CIV .001694)	$12.70
Victorian Government charges - Fire Service Property Levy	
Fire Serv Levy Residential (Rate on CIV .000046)	$0.30

Any payments made after 16/08/2023 will not be shown on this notice.

Total **$13.00**

Assessment number	Property address	Due date	Amount due
245508	ST 87/232-242 ROUSE STREET PORT MELBOURNE VIC 3207	30/09/2023	$4.00

BPAY®

Biller Code: 356899
Ref: 2026 6655 2455 085

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2026 6655 2455 085
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2026 6655 2455 085
1300 276 468

IN PERSON

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

POST billpay
*3178 202666552455085

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

202

Claire Kenna
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 412 LOT 412 232-242 ROUSE STREET PORT MELBOURNE 3207
412 PS 610984

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
09B//03701/10183	LANDATA CER 70793241-042-5	03 NOVEMBER 2023	45325872

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2023 to 31/12/2023	$21.21
Melbourne Water Corporation Total Service Charges	01/10/2023 to 31/12/2023	$29.54

(b) By South East Water

Water Service Charge	01/10/2023 to 31/12/2023	$21.48
Sewerage Service Charge	01/10/2023 to 31/12/2023	$94.37
Subtotal Service Charges		$166.60
TOTAL UNPAID BALANCE		$166.60

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update**

***** Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

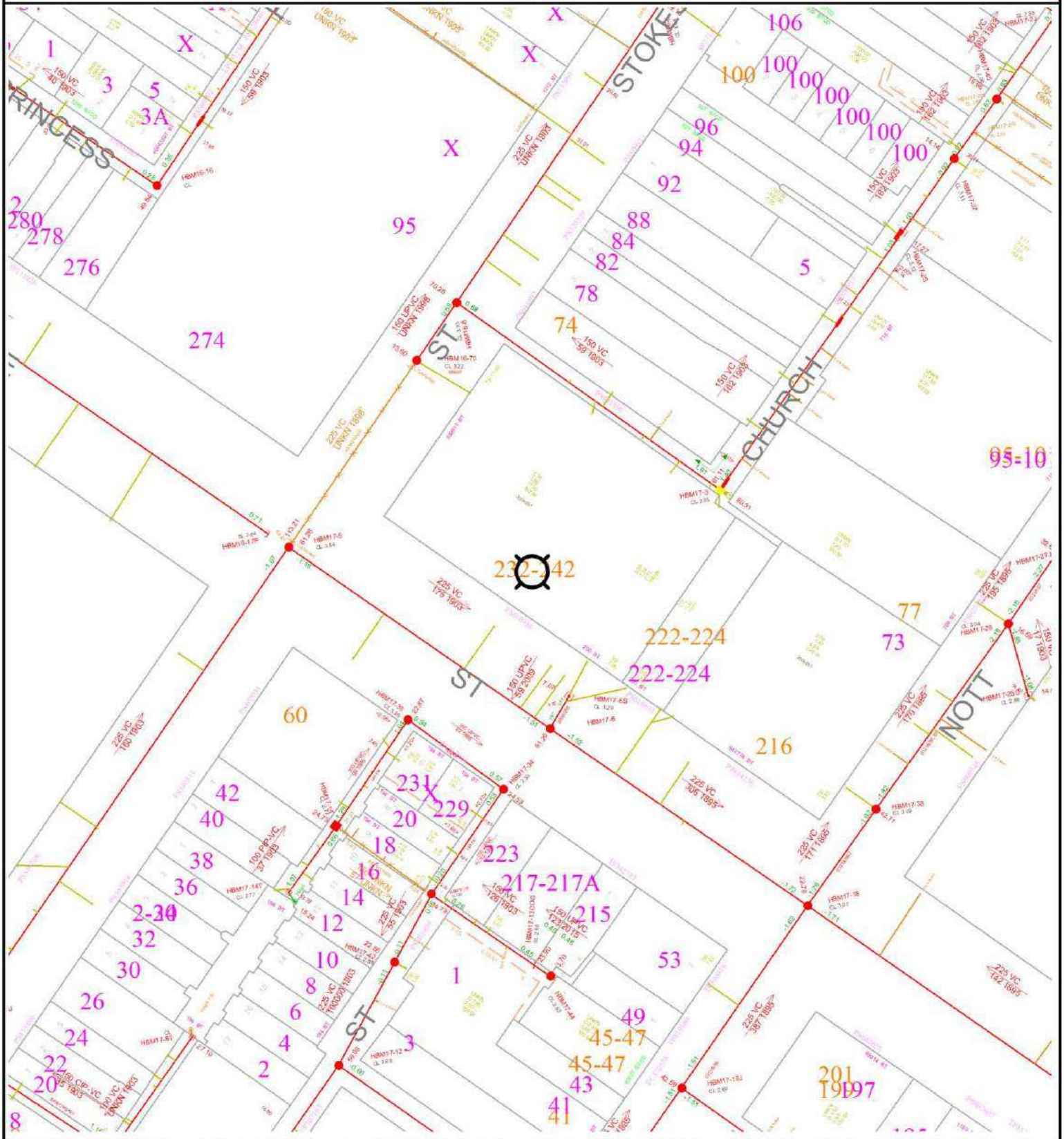
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 412 UNIT 412 232-242 ROUSE STREET PORT MELBOURNE 320

Case Number: 45325872

Scale in Metres: 20 0 20 40

Date: 03NOVEMBER2023



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

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Sewer Main & Property Connections
- 225 VC 280 MOR — Direction of Flow
- Maintenance Hole
- Inspection Shaft
- <1.0> Offset from Boundary

Melbourne Water Assets

- Sewer Main
- Maintenance Hole
- Underground Drain
- Channel Drain
- Natural Waterway
- Underground Drain M.H.

ASSET INFORMATION - WATER

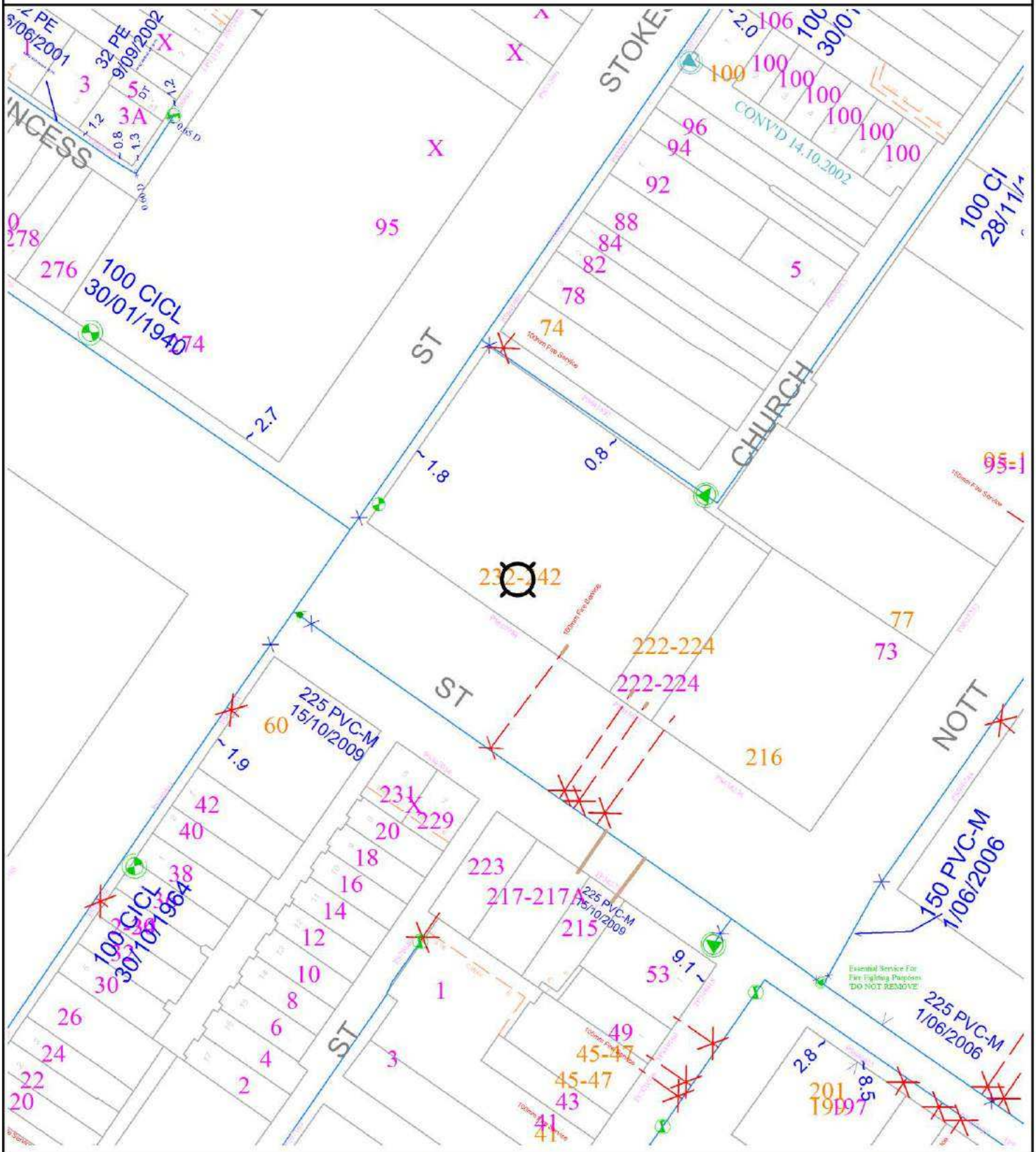
South East Water

Property: Lot 412 UNIT 412 232-242 ROUSE STREET PORT MELBOURNE 3207

Case Number: 45325872

Scale in Metres: 20 0 20 40

Date: 03NOVEMBER2023



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~1.0 Offset from Boundary

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

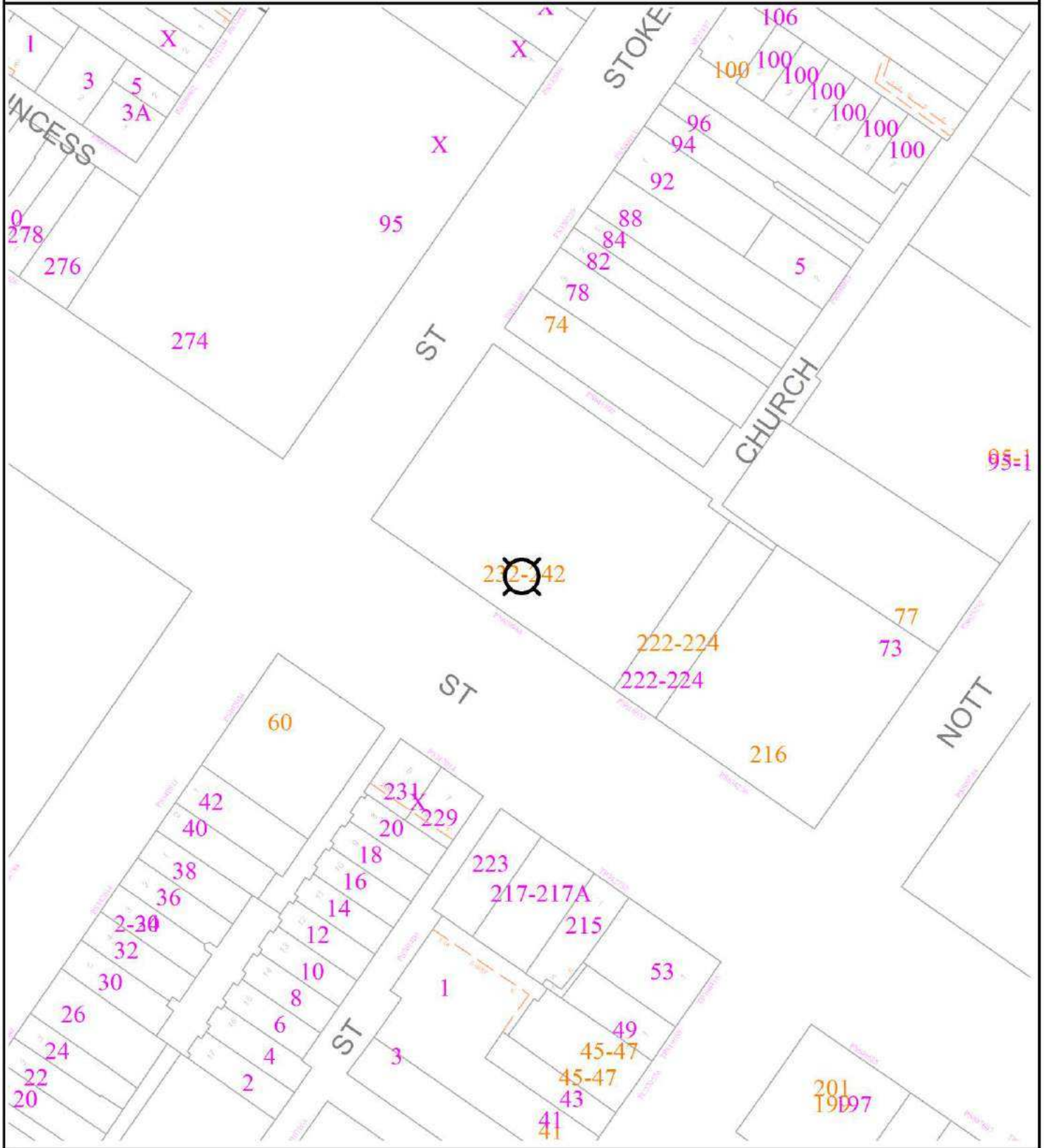
Property: Lot 412 UNIT 412 232-242 ROUSE STREET PORT MELBOURNE 3207

20 0 20 40
Scale in Metres

N

Case Number: 45325872

Date: 03NOVEMBER2023



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

LEGEND

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

Your Ref: CTPI/03919/2023
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(1)

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182
portphillip.vic.gov.au
ASSIST Customer Service
03 9209 6777

03 November 2023

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

Dear Sir/Madam,

RE: Building Information Details for 412/232-242 ROUSE STREET PORT MELBOURNE VIC 3207

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

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

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

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

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

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

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

Yours sincerely,

Bill Yannelis
Municipal Building Surveyor

Your Ref: CTPI/03920/2023
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(2)

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182
portphillip.vic.gov.au
ASSIST Customer Service
03 9209 6777

03-Nov-2023

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

Dear The Trustee For Vlrs Trust (Web Certificates),

RE: Building Information Details for 412/232-242 ROUSE STREET PORT MELBOURNE VIC 3207

Termite Area (r150)	Yes
Bushfire Area	No
Significate Snowfall Area (r152)	No
Designated Land or Works (r154)	No
Sewered Area (r132)	Yes
Land Liable to Flooding	No
Ungazetted Melbourne Water Flood Overlays *In addition to the prescribed information specified in this land information certificate, Council has formed the view that the above information concerning the land is relevant and provides the additional information in good faith.* *Melbourne Water have provided information to Council that in some cases varies and updates the flood mapping currently in the Port Phillip Planning Scheme, flood mapping relevant to the Building Regulations 2018 (Vic) and other flooding mapping that may have previously been publicly available.* *The information provided by Melbourne Water has in some cases identified land that was previously understood not to be subject to flooding which may now be considered to be subject to flooding. The land the subject of this certificate is now understood to be subject to flooding.* *Until formal changes are made to the Port Phillip Planning Scheme and the Designated Special Area mapping relevant to the Building Regulations 2018 (Vic), you may contact Melbourne Water at devconnect@melbournewater.com.au should you require further information.*	No

For further information on flood or overlay details contact:
Melbourne Water enquiries: 131 722
City of Port Phillip Development & Drainage Engineer: (03) 9209 6865

Yours sincerely,



Bill Yannelis
Municipal Building Surveyor

Property Clearance Certificate

Land Tax

CLAIRE KENNA

Your Reference:	LD:70793241-024-1.LOFTUS
Certificate No:	68152588
Issue Date:	03 JAN 2024
Enquiries:	ESYSPROD

Land Address: UNIT 412, 232 -242 ROUSE STREET PORT MELBOURNE VIC 3207

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37617937	412	610984	11168	50	$282.79
			11168	76	

Vendor: GEOFFREY LOFTUS & JANETTE ELDERTON

Purchaser: NOT KNOWN

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GEOFFREY LLOYD LOFTUS	2024	$75,000	$282.79	$0.00	$282.79

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$390,000
SITE VALUE:	$75,000
CURRENT LAND TAX CHARGE:	**$282.79**

Notes to Certificate - Land Tax

Certificate No: 68152588

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $500.00

Taxable Value = $75,000

Calculated as $500 plus ($75,000 - $50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 68152588

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 68152588

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax

CLAIRE KENNA

Your Reference:	LD:70793241-024-1.LOFTUS
Certificate No:	68152588
Issue Date:	03 JAN 2024

Land Address:	UNIT 412, 232 -242 ROUSE STREET PORT MELBOURNE VIC 3207

Lot	Plan	Volume	Folio
412	610984	11168	50
		11168	76

Vendor:	GEOFFREY LOFTUS & JANETTE ELDERTON
Purchaser:	NOT KNOWN

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 68152588

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 68152586

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 68152586

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Claire Kenna
17/31 Queen Street
MELBOURNE 3000

Client Reference: Loftus

NO PROPOSALS. As at the 3th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 412 232 - 242 ROUSE STREET, PORT MELBOURNE 3207
CITY OF PORT PHILLIP

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

Date of issue: 3th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70793241 - 70793241131352 'Loftus'

Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 412 232 - 242 ROUSE STREET
SUBURB: PORT MELBOURNE
MUNICIPALITY: PORT PHILLIP
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2J Reference C6
Melways 40th Edition, Street Directory, Map 57 Reference B3

DATE OF SEARCH: 3rd November 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970

- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970

- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017

- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017

- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017

- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

[Extract of Priority Sites Register] # 70793241 - 70793241131352 'Loftus'

Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

[Extract of Priority Sites Register] # 70793241 - 70793241131352 'Loftus'

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation Plan No. 610984
232-242 Rouse Street, PORT MELBOURNE

This certificate is issued for Lot 412 on Plan No. 610984 the postal of which is 412 / 232-242 Rouse Street, PORT MELBOURNE, 3207.

Applicant for the certificate is: Claire Kenna

Address for delivery of certificate: Level 17, 31 Queen Street, MELBOURNE VIC 3000.

Date that the application was received: 08/11/2023

The information in this certificate is issued on 22/11/2023.

You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the above lot are $938.07 per quarter.

2. The fees are paid up until 31/12/2023.

3. The unpaid fees now total nil.

4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.

5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

   Hydraulic system
   A hydraulics consultant and hydraulics engineer were engaged to review the design and installation of the wefatherm hydraulic systems, to provide recommendations and solutions to system failures.

   All recommended works have now been completed.

   The builder was asked to attend to the non-compliant meter supports previously as a defect. As no substantial response was received at the time, the Owners Corporation has funded this work in the interim. The Owners Corporation may consider pursuing the builder for these costs, if there is a legal avenue to do so.

   Non-compliant cladding
   An inspection of cladding at the development has been conducted under the auspices of the Cladding Taskforce, established by the Victorian government to investigate fire safety ratings of new building claddings. The Port Phillip Council report of 8 June 2018, advises that the lightweight cladding on the building may be non-compliant with the National Construction Code, that the building can remain occupied but the matter will be referred to the Victorian Building Authority for review. A response is yet to be received. However, the building insurer engaged a contractor to complete a materials assessment report which identified that the property has non-compliant cladding only at 5% or lower of the total facade material. This puts the property into a low risk category for buildings that have non-compliant cladding. Sampling of the cladding has recently been laboratory tested, at the Owners Corporations cost, and has identified that the cladding is non-compliant. The builder has been put on notice, and the matter referred to Cladding Safety Victoria to confirm if government funding may be available. In addition, legal advice is currently being sought to take legal action against the builder, if a favourable response is not received. The Owners Corporation is currently considering the engagement of a fire engineer to carry out further testing and determine scope of works required.

The cost of works emanating from this testing, including removal and replacing of non-compliant cladding, designing and/or implementing an alternative fire engineered risk management solution, and any legal action against the builder and / or any concurrent wrongdoers is not known. Levies may be required.

General external facade repairs
The 2020 AGM noted that the building facade requires repairs. The Owners Corporation engaged a consultant, to inspect the property and produce a report regarding such works. The scale of costs of the works recommended is not yet known. A levy may be required. A decision is yet to be made.

The consultant was also tasked with establishing whether the required works are a matter of wear and tear or are building defects that were reported previously, to be pursued further with the builder if possible, however it should be noted that the 10 year statutory limitation period has passed.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	CHU Underwriting Agencies
Policy No.	30774
Kind of Policy	STRATA
Buildings	90,268,500
Public Liability	20,000,000
Buildings covered	All
Renewal date	13/12/2023

7. The Owners Corporation is required to arrange insurance cover under section 63 of the Act.

8. The total funds held by the Owners Corporation as at 31/12/2022 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.

The deficit levy has been raised as resolved at the last annual general meeting.

9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property.

11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:

to pursue matters outlined in item 5 regarding the hot water circulation system and cladding, and

to recover the debts of members in arrears should significant arrears arise.

14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -

Binks & Associates
PO Box 67
SURREY HILLS VIC 3127

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are the Consolidated Rules, which are attached.

All residents must set up their own account for gas used for hot water supply. Origin Energy is to be used for the gas supply to the exclusion of any other provider. This is due to Origin Energy being the provider for bulk gas supply to the property.

Attachments:
OC seal
Important update regarding combustible cladding
Important update regarding combustible cladding
2022 Financial Statement
Minutes: 20/06/2023 (M10392400)
Consolidated Rules
OC Regs 2018, Statement of Advice for Prospective Purchasers

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation Plan No. 610984
232-242 Rouse Street, PORT MELBOURNE

This certificate is issued for Lot ST87 on Plan No. 610984 the postal address of which is ST87 / 232-242 Rouse Street, PORT MELBOURNE, 3207.

Applicant for the certificate is: Claire Kenna

Address for delivery of certificate: Level 17, 31 Queen Street, MELBOURNE VIC 3000.

Date that the application was received: 08/11/2023

The information in this certificate is issued on 27/11/2023.

You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the above lot are $15.13 per quarter.

2. The fees are paid up until 31/12/2023.

3. The unpaid fees now total nil, and there is a credit of $7.76 towards future fees/levies.

4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.

5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

   Hydraulic system
   A hydraulics consultant and hydraulics engineer were engaged to review the design and installation of the wefatherm hydraulic systems, to provide recommendations and solutions to system failures.

   All recommended works have now been completed.

   The builder was asked to attend to the non-compliant meter supports previously as a defect. As no substantial response was received at the time, the Owners Corporation has funded this work in the interim. The Owners Corporation may consider pursuing the builder for these costs, if there is a legal avenue to do so.

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    to pursue matters outlined in item 5 regarding the hot water circulation system and cladding, and

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    Binks & Associates
    PO Box 67
    SURREY HILLS VIC 3127

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are the Consolidated Rules, which are attached.

    All residents must set up their own account for gas used for hot water supply. Origin Energy is to be used for the gas supply to the exclusion of any other provider. This is due to Origin Energy being the provider for bulk gas supply to the property.

Attachments: OC seal
Important update regarding combustible cladding
Important update regarding combustible cladding
2022 Financial Statement
Minutes: 20/06/2023 (M10392400)
Consolidated Rules
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed
and witnessed by the authorised representative of the
registered manager Binks & Associates Pty Ltd
in accordance with Section 21(2A)(a) of
the Owners Corporation Act 2006 (as amended).



A. M———

Signature

ANGIE MERCIECA

Name

22/11/2023

Date

13 March 2019

Joe Santamaria
Binks & Associates
PO Box 67
SURREY HILLS VIC 3127

By email: oc610984@binksandassociates.com.au

Dear Owners Corporation Manager,

226-242 Rouse Street, PORT MELBOURNE VIC 3207

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government. The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding – such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polymer core.

As part of the audit, an inspection was carried out on the above building. An expert panel then assessed the results of this inspection. In addition to combustible cladding, they also considered key fire safety elements of the building.

The expert panel comprised a building surveyor (unlimited), fire safety engineer and a fire brigade representative.

The expert panel found this building to have combustible cladding. However, no immediate safety actions were recommended by the panel to your council's Municipal Building Surveyor. This was due to the fact that the building was considered suitable for occupation.

While no immediate safety actions were recommended by the panel, the VBA is now in process of assessing whether the cladding on the building should still be addressed.

This may result in a building notice being issued, improvements to your building's fire safety systems being recommended, or no further action being required.

In the coming weeks you will be informed of this final assessment by the VBA directly.

In the interim, we strongly recommend that you provide a copy of this letter and fire safety tips to all owners with instructions that the information be provided by owners to occupiers in order to raise awareness of safety issues.

It is also important that any potential purchasers are informed of this fact. Therefore, we request that you include this letter in any section 32 statement or owners corporation certificate for this property.

As the owners corporation manager you have a responsibility to ensure that critical information relating to the safety of the building is disclosed to owners. Owners, and owners corporations also have an independent duty of care to all occupiers of their property to avoid reasonably foreseeable risks of injury.

Raising awareness, and taking active steps can play a big part in reducing the risk of any fire starting or spreading. Important fire safety tips include:

- extinguish cigarettes safely
- keep hallways clear to avoid obstructing occupants needing to exit the building
- do not cover air-conditioning units with clothes or other materials
- keep balconies clear of clutter and material such as clothing, boxes or rubbish
- do not use barbecues and heaters on balconies near potentially combustible material
- ensure smoke alarms inside apartments are not covered or disconnected
- keep fire stairwells and landings clear and not to store items within them.

Owners and owners corporations, are also legally required to:

- ensure that the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers, have been maintained and can operate during an emergency
- keep fire doors clear of obstructions, closed and unlocked at all times
- ensure all occupiers know the building's evacuation plan and fire safety procedures

Find out more
You can find out more about the VBA's Statewide Cladding Audit at **vba.vic.gov.au/cladding.**

If you have any questions, please feel free to email ecag@vba.vic.gov.au or call **1300 815 127.**

Yours sincerely,

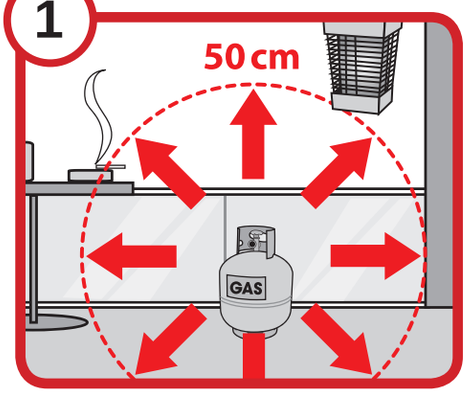
Statewide Cladding Audit Team
Victorian Building Authority

FIRE SAFETY ON BALCONIES

Important safety advice from the Metropolitan Fire Brigade (MFB) to help reduce the risk of fires starting and spreading from balconies to exterior walls and adjoining apartments.

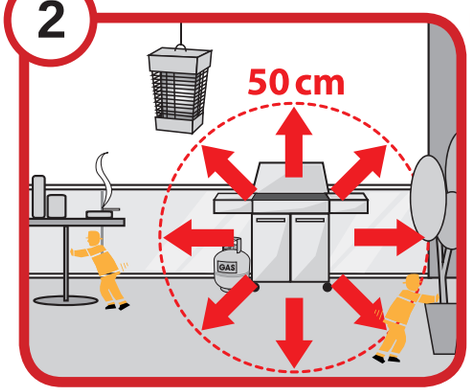
Please take the following actions immediately to ensure your safety and prevent property damage.

1



Always store gas bottles outside, upright and away from sources of heat.

2



When using a barbeque maintain a safe distance of 50 cm from exterior walls, anything else that could burn, as well as any electrical ignition sources.

3



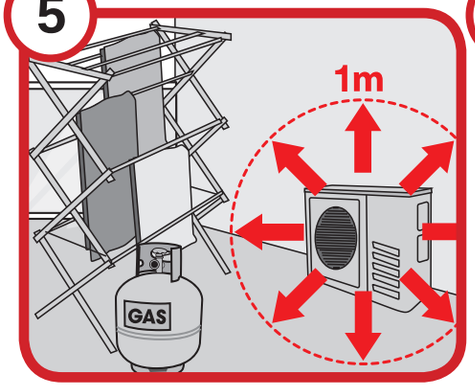
Smokers should use heavy, high-sided ashtrays (made of glass, ceramic or metal) to prevent them tipping over. Always fully extinguish cigarettes.

4



Remove rubbish, clutter and flammable items from balconies and keep furniture away from exterior walls.

5



Keep goods, materials and clothes a safe distance of 1 metre clear of air conditioner units

6



Keep a dry powder fire extinguisher easily accessible. Use only in case of a small fire and if you feel physically and mentally able.

For further information on fire safety, MFB's Home Fire Safety booklet (accessible in English and 21 other languages) is available at: www.mfb.vic.gov.au

For further information on gas safety, visit the Energy Safe Victoria website at: www.esv.vic.gov.au

For Translating and Interpreting Service, contact 13 14 50.

In case of a fire, call 000 (triple zero)

Owners Corporation Plan No. 610984
232-242 Rouse Street, PORT MELBOURNE

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2022 TO 31/12/2022

BUDGET	INCOME		
412848.18	Contributions receivable	412848.07	
	Fees for keys, fobs & remotes	2280.00	
	TOTAL INCOME		415128.07
	LESS EXPENDITURE		
25318.18	Caretaking	25293.24	
14545.45	Common water usage	13480.53	
15363.64	Essential services	16463.87	
1818.18	Gas	968.47	
6818.18	Insurance excess	6818.19	
92545.45	Insurances	62687.03	
10909.09	Lift maintenance	10290.83	
21274.55	Management fees	21274.56	
20909.09	Public light & power	16200.95	
16363.64	Waste disposal	21088.62	
6818.18	Window cleaning	7272.73	
70564.55	Maintenance Fund (as per 2011 plan, to be revised)	70564.55	
32727.27	Remaining Hydraulic works (cold water PRV, supports)	38252.31	
	Security services	4884.10	
76872.73	Repairs, Replacements & General Expenses (see next page)	168047.53	
412848.18	TOTAL EXPENDITURE		483587.51
	SURPLUS FOR PERIOD (DEFICIT)		(68459.44)

STATEMENT OF FINANCIAL POSITION AS AT 31ST DECEMBER, 2022

MEMBERS' FUNDS			
General Fund			
Balance as at 31st December, 2021		12680.08	
GST rounding adjustment		1.86	
Plus Surplus(Deficit)		(68459.44)	(55777.50)
Maintenance Fund			
Balance as at 31st December, 2021		576812.04	
Interest on arrears		328.30	
Interest on investment		3882.04	
Transfer, balance of budgeted amount to 31/12/2022		68489.55	649511.93
TOTAL MEMBERS' FUNDS AS AT 31ST DECEMBER, 2022			593734.43
Represented by:			
ASSETS			
Cash at Bank-Administration Fund	216939.58		
Contributions in arrears	11935.90		
Payments in advance	2453.28		
Investment account	440487.71		
GST receivable	5915.00		
		677731.47	
LIABILITIES			
Contributions in advance	66062.35		
Creditors	17061.69		
Outstanding creditors	873.00		
		83997.04	
			593734.43

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2022 TO 31/12/2022

Repairs, Replacements & General Expenses.

Automatic gate/door repairs	7295.18	
Building reports	6405.43	
Carpet cleaning	1254.54	
Cleaning	1988.21	
Electrical repairs/additions	4857.50	
Essential services	5532.00	
Income tax related items	345.90	
Insurance valuation	1150.00	
Keys	2432.00	
Lock/door closer repairs	480.00	
Plumbing	108060.70	
Professional fees	17548.00	
Repairs	7763.25	
Signs	255.00	
Small item expenses	26.82	
Statutory requirements	150.00	
Surveillance equipment	1506.00	
Window repairs	997.00	
		168047.53

List of Creditors

Caretaking	2159.18	
Essential services	49.05	
Income tax related items	300.00	
Lift maintenance	62.67	
Plumbing	900.00	
Professional fees	7320.00	
Public light & power	1852.95	
Waste disposal	1868.84	
Window repairs	997.00	
Insurance claims, other refunds	1552.00	
		17061.69

Caretaking			**25293.24**
62185	08/02/2022	2056.36	EC CLEANING SERVICES January
62209	03/03/2022	2056.36	EC CLEANING SERVICES February
62231	14/04/2022	2056.36	EC CLEANING SERVICES March
62246	19/05/2022	2056.36	EC CLEANING SERVICES April
62263	09/06/2022	2056.36	EC CLEANING SERVICES May
62276	14/07/2022	2056.36	EC CLEANING SERVICES June
62297	04/08/2022	2159.18	EC CLEANING SERVICES July
62313	08/09/2022	2159.18	EC PROPERTY SERVICES August
62329	10/10/2022	2159.18	EC PROPERTY SERVICES September
62352	22/11/2022	2159.18	EC PROPERTY SERVICES October
62368	08/12/2022	2159.18	EC PROPERTY SERVICES November
62387	17/01/2023*	2159.18	EC PROPERTY SERVICES December
Common water usage			**13480.53**
62200	18/02/2022	3186.33	SOUTH EAST WATER to February
62259	30/05/2022	3835.39	SOUTH EAST WATER to May
62306	19/08/2022	2778.80	SOUTH EAST WATER to August
62367	30/11/2022	3680.01	SOUTH EAST WATER to November
Essential services			**16463.87**
62176	25/01/2022	2815.00	REDFIRE SERVICES essential service maintenance, to March
62197	24/02/2022	214.00	REDFIRE SERVICES replace fire extinguishers
62199	18/02/2022	99.04	TELSTRA fire alarm line, to January
62200	18/02/2022	40.32	SOUTH EAST WATER fire service, quarterly
62210	03/03/2022	2815.00	REDFIRE SERVICES essential service maintenance, to June
62217	11/03/2022	62.49	TELSTRA fire alarm line, to February
62227	25/03/2022	99.04	TELSTRA fire alarm line, to March
62256	30/05/2022	62.49	TELSTRA fire alarm line, to April
62257	30/05/2022	112.68	TELSTRA fire alarm line, to May
62259	30/05/2022	30.51	SOUTH EAST WATER fire service, quarterly
62265	21/06/2022	2815.00	REDFIRE SERVICES essential service maintenance, to September
62279	05/07/2022	55.95	TELSTRA fire alarm line, to June
62299	01/08/2022	49.04	TELSTRA fire alarm line, to July
62306	19/08/2022	32.05	SOUTH EAST WATER fire service, quarterly
62307	01/09/2022	904.55	BUILDCHECK essential safety measures audit (2021)
62308	01/09/2022	904.55	BUILDCHECK essential safety measures audit
62309	26/08/2022	49.04	TELSTRA fire alarm line, to August
62315	27/09/2022	2815.00	REDFIRE SERVICES essential services maintenance, to December
62327	30/09/2022	49.04	TELSTRA fire alarm line, to September
62343	27/10/2022	2253.00	ADT FIRE MONITORING annual fire equipment monitoring
62344	26/10/2022	49.04	TELSTRA fire alarm line, to October
62366	30/11/2022	49.05	TELSTRA fire alarm line, to November
62367	30/11/2022	38.94	SOUTH EAST WATER fire service, quarterly
62394	01/02/2023*	49.05	TELSTRA fire alarm line, to December
Gas			**968.47**
62215	04/03/2022	235.87	ORIGIN ENERGY to February
62258	30/05/2022	252.98	ORIGIN ENERGY to April
62280	05/07/2022	479.62	ORIGIN ENERGY to June
Insurance excess			**6818.19**
62177	25/01/2022	2272.73	SCOTIA PROPERTY MAINTENANCE carry out resultant damage repairs, Lot 118
62226	05/04/2022	2272.73	SCOTIA PROPERTY MAINTENANCE carry out reinstatement works, Lot 211 (part)
62296	04/08/2022	2272.73	SCOTIA PROPERTY MAINTENANCE carry out reinstatement works, Lot 211 (balance)
Insurances			**62687.03**
62342	27/10/2022	3450.02	CHU UNDERWRITING AGENCIES P/L increase building cover
62373	13/12/2022	59237.01	CHU UNDERWRITING AGENCIES P/L premium, 6 month term to 13/06/2023
Lift maintenance			**10290.83**
62156	07/12/2021	2381.82	KONE ELEVATORS PTY LTD lift maintenance, to March
62199	18/02/2022	77.22	TELSTRA lift phone, to January
62205	24/02/2022	2381.82	KONE ELEVATORS PTY LTD lift maintenance, to June
62217	11/03/2022	112.67	TELSTRA lift phone, to February
62227	25/03/2022	62.49	TELSTRA lift phone, to March
62254	02/06/2022	2381.82	KONE ELEVATORS PTY LTD lift maintenance, to September
62256	30/05/2022	99.04	TELSTRA lift phone, to April
62257	30/05/2022	61.76	TELSTRA lift phone, to May
62279	05/07/2022	42.46	TELSTRA lift phone, to June
62299	01/08/2022	49.05	TELSTRA lift phone, to July
62309	26/08/2022	49.05	TELSTRA lift phone, to August
62310	06/09/2022	2381.82	KONE ELEVATORS PTY LTD lift maintenance, to December
62327	30/09/2022	49.05	TELSTRA lift phone, to September

62344	26/10/2022	49.05	TELSTRA lift phone, to October
62366	30/11/2022	49.04	TELSTRA lift phone, to November
62394	01/02/2023*	62.67	TELSTRA lift phone, to December
Management fees		**21274.56**	
62170	07/01/2022	5163.64	BINKS & ASSOCIATES PTY LTD to 31/03/2022
62235	07/04/2022	5163.64	BINKS & ASSOCIATES PTY LTD to 30/06/2022
62277	04/07/2022	5163.64	BINKS & ASSOCIATES PTY LTD to 30/09/2022
62331	05/10/2022	5783.64	BINKS & ASSOCIATES PTY LTD to 31/12/2022
Public light & power		**16200.95**	
62207	25/02/2022	3206.01	ORIGIN ENERGY to January
62216	04/03/2022	2968.67	ORIGIN ENERGY to February
62237	11/04/2022	3224.74	ORIGIN ENERGY to March
62247	06/05/2022	2952.25	ORIGIN ENERGY to April
62349	04/11/2022	291.48	ORIGIN ENERGY to October
62371	06/12/2022	1704.85	ORIGIN ENERGY to November
62392	18/01/2023*	1852.95	ORIGIN ENERGY to December
Waste disposal		**21088.62**	
62187	11/02/2022	1720.40	REMONDIS PTY LTD (232 ROUSE) January
62212	10/03/2022	1830.92	REMONDIS PTY LTD (232 ROUSE) February
62233	14/04/2022	1336.67	REMONDIS PTY LTD (232 ROUSE) March
62245	19/05/2022	1555.21	REMONDIS PTY LTD (232 ROUSE) April
62264	09/06/2022	1693.66	REMONDIS PTY LTD (232 ROUSE) May
62278	07/07/2022	1490.92	REMONDIS PTY LTD (232 ROUSE) June
62298	09/08/2022	1821.84	REMONDIS PTY LTD (232 ROUSE) July
62314	13/09/2022	2139.12	REMONDIS PTY LTD (232 ROUSE) August
62334	13/10/2022	1868.84	REMONDIS PTY LTD (232 ROUSE) September
62348	08/11/2022	2133.36	REMONDIS PTY LTD (232 ROUSE) October
62370	08/12/2022	1628.84	REMONDIS PTY LTD (232 ROUSE) November
62385	17/01/2023*	1868.84	REMONDIS PTY LTD (232 ROUSE) December
Window cleaning		**7272.73**	
62341	03/11/2022	7272.73	BAX WINDOW SOLUTIONS October
Maintenance Fund (as per 2011 plan, to be revised)		**70564.55**	
62288	28/07/2022	2075.00	RACE PAINTING & DECORATING repaint 5 feature walls
JN 62426	31/12/2022	68489.55	TRANSFER balance of budgeted amount to 31/12/2022
Remaining Hydraulic works (cold water PRV, supports)		**38252.31**	
62250	18/08/2022	13454.82	CHADOAK BUILDING & MAINTENANCE upgrade clips on cold water meter cupboards
62252	18/08/2022	2464.69	CHADOAK BUILDING & MAINTENANCE clip upgrade, cold water, works to tidy polybutylene lines
62295	18/08/2022	22332.80	CHADOAK BUILDING & MAINTENANCE replace individual cold water pressure reduction valves
Security services		**4884.10**	
62312	06/09/2022	4884.10	CORRECTIVE SERVICES PTY LTD security guard services

Repairs, Replacements & General Expenses.

Automatic gate/door repairs		**7295.18**	
62184	01/02/2022	277.00	EXPERT SECURITY & COMMUNIC'N investigate failed electric strike on front entrance door
62202	24/02/2022	1920.00	OPTIMAL PROPERTY MAINTENANCE carry out alignment works to doors to hydrant/water meter
62251	24/05/2022	318.18	RJ GARAGE DOORS carry out service of garage door
62347	08/11/2022	409.09	RJ GARAGE DOORS carry out service of garage door
62359	08/12/2022	3780.00	DOORMATION carry out repairs to vehicle door
62374	20/12/2022	590.91	RJ GARAGE DOORS recess counterweight with dual drive system
Building reports		**6405.43**	
62204	24/02/2022	2700.00	BUILDSPECT & CO PTY LTD carry out site inspection
62318	05/10/2022	472.50	BUILDSPECT & CO PTY LTD prepare reports on exterior building condition
62319	27/09/2022	2868.75	BUILDSPECT & CO PTY LTD prepare reports on condition of building exterior
62357	17/11/2022	364.18	LEE-ANNE SHEVLIN reimb., lodgement request fee for council building files
Carpet cleaning		**1254.54**	
62253	24/05/2022	618.18	FOSTERS CHEMDRY clean all corridors on 5 levels
62361	22/11/2022	636.36	FOSTERS CHEMDRY clean all corridors on 5 levels
Cleaning		**1988.21**	
62269	21/06/2022	150.00	OPTIMAL PROPERTY MAINTENANCE cut chains to abandoned bikes & place out in hard rubbish
62271	16/06/2022	919.11	PROACTIVE CLEANERS PTY LTD carry out CVU carpark cleaning, 50% deposit

	62335	13/10/2022	919.10	PROACTIVE CLEANERS PTY LTD carry out CVU carpark cleaning, balance
Electrical repairs/additions			**4857.50**	
	62175	25/01/2022	460.00	KILBURN PLUMBING PTY LTD investigate no power to Lot 303
	62190	19/05/2022	1527.00	MODTECH GROUP conduct repairs to driveway common area lighting & CVU sign
	62225	14/04/2022	460.00	SURELEC PTY LTD replace globes in foyer & install carpark entrance
	62242	03/05/2022	886.00	SURELEC PTY LTD replace faulty emergency batten lights
	62292	04/08/2022	210.00	SURELEC PTY LTD adjust motion sensors, front foyer & carpark entrance
	62350	08/11/2022	567.00	SURELEC PTY LTD replace motion sensor for foyer lighting
	62363	29/11/2022	747.50	KILBURN PLUMBING PTY LTD investigate no common power, lighting in carpark & gate open
Essential services			**5532.00**	
	62274	30/06/2022	650.00	REDFIRE SERVICES isolate & de-isolate sprinklers, levels 1 to 5
	62286	21/07/2022	720.00	REDFIRE SERVICES service call to investigate fault on fi re detection panel
	62286	21/07/2022	202.00	REDFIRE SERVICES replace smoke detector on roof
	62354	22/11/2022	720.00	REDFIRE SERVICES isolate & de-isolate FIP, levels 1 & 2
	62355	22/11/2022	720.00	REDFIRE SERVICES isolate & de-isolate FIP, levels 1 & 2
	62356	22/11/2022	1080.00	REDFIRE SERVICES isolate & de-isolate 2 FIP, levels 4 & 5
	62360	22/11/2022	720.00	REDFIRE SERVICES isolate & de-isolate FIP, level 1
	62381	20/12/2022	720.00	REDFIRE SERVICES isolate & de-isolate FIP
Income tax related items			**345.90**	
	62328	04/10/2022	300.00	BAUMGARTNER PARTNERS income tax return, 2022
	62378	19/12/2022*	300.00	BINKS & ASSOCIATES PTY LTD income & tax related, 2022- NOT PAID YET
JN	62379	19/12/2022	(254.10)	AUSTRALIAN TAXATION OFFICE-EFT refund for income tax return 2022
Insurance valuation			**1150.00**	
	62325	04/10/2022	1150.00	HAY PROPERTY CONSULTANTS report
Keys			**2432.00**	
	62248	19/05/2022	1357.00	EXPERT SECURITY & COMMUNIC'N upload data from panel, set time & program fobs & remotes
	62275	07/07/2022	199.00	EXPERT SECURITY & COMMUNIC'N decommision remotes for Lots 4, 8 & 410
	62285	20/07/2022	199.00	EXPERT SECURITY & COMMUNIC'N decommision lost & recommission old remote
	62301	18/08/2022	78.00	EXPERT SECURITY & COMMUNIC'N program various fobs
	62304	23/08/2022	355.00	EXPERT SECURITY & COMMUNIC'N decommission remote stolen from vehicle, Lot 406
	62317	13/09/2022	244.00	EXPERT SECURITY & COMMUNIC'N supply 3 master fobs & 6 fobs for level 4
Lock/door closer repairs			**480.00**	
	62189	11/02/2022	150.00	BRADY SECURITIES supply & fi t new letter box lock
	62211	10/03/2022	130.00	CORPORATE LOCKSMITHS carry out inspection of Level 2 fi re escape door
	62311	08/09/2022	200.00	BRADY SECURITIES cut off & replace faulty padlock on garage door switch
Plumbing			**108060.70**	
	62180	01/02/2022	380.58	CHADOAK BUILDING & MAINTENANCE replace leaking cold water valve, level 2
	62181	01/02/2022	335.00	CHADOAK BUILDING & MAINTENANCE investigate water pouring into basement, south west corner
	62192	12/04/2022	1833.62	CHADOAK BUILDING & MAINTENANCE carry out further investigation to leak into Lot 211
	62194	15/02/2022	740.00	CHADOAK BUILDING & MAINTENANCE investigate water leak into Lot 211
	62195	24/02/2022	380.00	MR S TRAINOR reimb., carry out leak investigation, Lot G03
	62218	22/03/2022	181.00	VICTORIAN BACKFLOW PREVENTION conduct annual backflow test
	62219	24/03/2022	5913.34	CHADOAK BUILDING & MAINTENANCE replace pipe & fi ttings on burst hot water riser
	62220	24/03/2022	897.50	CHADOAK BUILDING & MAINTENANCE clear blocked sewer, Lot 201
	62221	24/03/2022	710.00	CHADOAK BUILDING & MAINTENANCE remove water underneath the elevator
	62222	12/04/2022	1203.20	CHADOAK BUILDING & MAINTENANCE investigate low water pressure on levels 4 & 5
	62223	24/03/2022	171.49	CHADOAK BUILDING & MAINTENANCE install new pressure valves on manifold
	62224	12/04/2022	1989.79	CHADOAK BUILDING & MAINTENANCE further investigate water leak into Lot 211
	62228	12/04/2022	988.48	CHADOAK BUILDING & MAINTENANCE replace pressure reducing valves
	62230	12/04/2022	319.01	CHADOAK BUILDING & MAINTENANCE attend to investigate low water pressure in taps, Lot G04
	62232	12/04/2022	220.00	OPTIMAL PROPERTY MAINTENANCE supply & install water proofi ng rubber membrane to roof
	62234	12/04/2022	610.00	CHADOAK BUILDING & MAINTENANCE investigate cause of water ingress, Lot 124
	62241	19/04/2022	312.50	CHADOAK BUILDING & MAINTENANCE investigate leak on hot water service
	62255	02/06/2022	240.00	OPTIMAL PROPERTY MAINTENANCE supply & install water proofi ng rubber membrane to roof leak
	62260	02/06/2022	687.50	CHADOAK BUILDING & MAINTENANCE investigate water pooling near carspace 508 & 518
	62261	21/06/2022	900.00	OPTIMAL PROPERTY MAINTENANCE carry out reinstatement to ceiling, Lot 512
	62262	21/06/2022	475.00	OPTIMAL PROPERTY MAINTENANCE carry out reinstatement works to ceiling, Lot 510
	62266	06/06/2022*	900.00	OPTIMAL PROPERTY MAINTENANCE carry out reinstatement works to ceiling, Lot 102- NOT PAID YET
	62267	21/06/2022	411.88	CHADOAK BUILDING & MAINTENANCE carry out quarterly clean of hot water fi lters
	62268	21/06/2022	350.11	CHADOAK BUILDING & MAINTENANCE supply & install new valve on cold water supply

62270	21/06/2022	640.00	ALL PURPOSE PUMPS 6 monthly service to pump stations
62273	30/06/2022	124.09	MISS M ANDRIEUX reimb., 10 leak detectors
62281	14/07/2022	639.50	CHADOAK BUILDING & MAINTENANCE carry out repairs to leaking tank penetration
62282	04/08/2022	2205.00	CHADOAK BUILDING & MAINTENANCE relocate downpipe & upgrade drain outlet, carspace 518
62289	18/08/2022	2802.50	CHADOAK BUILDING & MAINTENANCE investigate water ingress into Lot 218
62290	18/08/2022	2994.68	CHADOAK BUILDING & MAINTENANCE investigate burst pipe in L3 south east hot water cupboard
62291	18/08/2022	3827.50	CHADOAK BUILDING & MAINTENANCE investigate further dripping into Lot 211
62293	18/08/2022	1022.50	CHADOAK BUILDING & MAINTENANCE investigate water leak into Lot G02
62294	04/08/2022	740.00	CHADOAK BUILDING & MAINTENANCE attend to stop leak from level 2 cold water cupboard
62303	18/08/2022	397.50	CHADOAK BUILDING & MAINTENANCE investigate no hot water to building & leak on level 4
62316	27/09/2022	405.87	CHADOAK BUILDING & MAINTENANCE repair leaking hot water service
62320	27/09/2022	14429.80	CHADOAK BUILDING & MAINTENANCE replace 4 hot water units
62321	27/09/2022	317.50	CHADOAK BUILDING & MAINTENANCE replace filter bag in rooftop hot water return line
62322	27/09/2022	832.50	CHADOAK BUILDING & MAINTENANCE silicone seal leak in pipework, level 5 hallway
62324	05/10/2022	489.30	CHADOAK BUILDING & MAINTENANCE attend to fix water leak in level 4
62326	04/10/2022	1450.00	SKYFALL ACCESS SAFETY PTY LTD carry out anchor points inspection & certification
62332	18/10/2022	2919.24	CHADOAK BUILDING & MAINTENANCE carry out balcony water test, Lot 219 leaking into Lot 120
62333	13/10/2022	500.00	HODGES SOUTH MELBOURNE reimb., carry out water damage repairs, Lot G03
62336	18/10/2022	1812.50	CHADOAK BUILDING & MAINTENANCE investigate water leak, Lot 310 from Lot 410 above
62340	18/10/2022	792.00	CHADOAK BUILDING & MAINTENANCE investigate burst pipe in corridor ceiling, level 1
62340	18/10/2022	4126.50	CHADOAK BUILDING & MAINTENANCE replace faulty elbow on level 1 corridor
62345	08/11/2022	295.00	CHADOAK BUILDING & MAINTENANCE investigate hot water pressure issues, Lot 502
62346	08/11/2022	272.50	CHADOAK BUILDING & MAINTENANCE investigate leak in carpark above carspace 211
62351	13/12/2022	948.00	CHADOAK BUILDING & MAINTENANCE investigate alarm going off in hot water cupboard
62353	22/11/2022	1098.00	TOP GUN ROPE ACCESS carry out leak detection & rectification
62358	15/12/2022	1925.00	CHADOAK BUILDING & MAINTENANCE investigate leak from hot water L1 south west cupboard
62362	08/12/2022	3000.00	TYMALINE BUILDING SERVICES P/L carry out reinstatement works, levels 1 & 5
62364	01/12/2022	210.00	CHADOAK BUILDING & MAINTENANCE investigate water leak in basement carpark
62375	21/12/2022	34900.00	CHADOAK BUILDING & MAINTENANCE cut out & replace sections of pipe & damaged fittings
62377	20/12/2022	793.72	CHADOAK BUILDING & MAINTENANCE investigate report of no hot water, Lot 103
Professional fees		**17548.00**	
62214	03/03/2022	88.00	AUSTRALIAN SECURITIES AND INVE renew "CVU APARTMENTS" business name
62239	13/04/2022	300.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 31/03/2022
62284	11/07/2022	300.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 30/06/2022
62287	27/07/2022	8470.00	BINKS & ASSOCIATES PTY LTD disbursement fees
62339	13/10/2022	320.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 30/09/2022
62376	20/12/2022	750.00	MICHAEL JENSEN prepare audit of financial statements, 2021
62390	17/01/2023*	320.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 31/12/2022
62433	04/05/2023*	7000.00	BINKS & ASSOCIATES PTY LTD additional fees
Repairs		**7763.25**	
62182	01/02/2022	975.00	KONE ELEVATORS PTY LTD carry out lift repairs
62191	15/02/2022	657.50	KONE ELEVATORS PTY LTD investigate report of water tracking into both lift shafts
62206	01/03/2022	187.50	CHADOAK BUILDING & MAINTENANCE carry out repairs to fallen access hatch
62208	03/03/2022	200.00	SPEEDY PLASTER carry our repairs to power point patch
62300	11/08/2022	406.25	KONE ELEVATORS PTY LTD replace components & synchronize elevator landing door
62337	13/10/2022	4250.00	KONE ELEVATORS PTY LTD install wireless gateway
62338	13/10/2022	937.00	KONE ELEVATORS PTY LTD replace lift call button
62369	08/12/2022	150.00	BRADY SECURITIES make safe unstable render & fixings above front of building
Signs		**255.00**	
62372	13/12/2022	255.00	TIGER CORP supply & install bin room & no keysafe signs
Small item expenses		**26.82**	
62209	03/03/2022	9.09	EC CLEANING SERVICES February, print 10 color copies
62276	14/07/2022	13.18	EC CLEANING SERVICES June, 4 pack of batteries
62352	22/11/2022	4.55	EC PROPERTY SERVICES October, print 10 copies
Statutory requirements		**150.00**	
62139	27/10/2021	150.00	BINKS & ASSOCIATES PTY LTD update registered office details, obtain plan of subdivision
Surveillance equipment		**1506.00**	
62213	10/03/2022	212.00	MODTECH GROUP download footage of vehicle incident in carpark
62272	30/06/2022	412.00	MODTECH GROUP download footage of vehicle incident in carpark for police
62302	18/08/2022	363.50	MODTECH GROUP download footage of bike theft in carpart

62323	27/09/2022	331.50	MODTECH GROUP download footage of bike theft in carpark
62330	10/10/2022	187.00	MODTECH GROUP carry out 6 monthly inspection of CCTV system
Window repairs		**997.00**	
62382	14/02/2023*	997.00	TOP GUN ROPE ACCESS carry out glazing panel rectifi cation
SUBTOTAL FOR RR & GE :		**168047.53**	
TOTAL EXPENDITURE:		**483587.51**	
Contras (recoverable expenses)		**7715.89**	
62183	01/02/2022	1357.79	MR D DRAKE refund overpayment of fees, Lot 409
62188	15/02/2022	1051.19	FRANK GORDON ESTATE AGENTS refund overpayment of fees, Lot 401
62193	11/02/2022	1182.59	MR J & MRS E HARDY refund overpayment of fees, Lot 302
62203	24/02/2022	1051.19	BIGGIN & SCOTT (RICHMOND) refund overpayment of fees, Lot 403
62229	31/03/2022	345.00	KILBURN PLUMBING PTY LTD investigate no power to Lot 103, charged to Lot 103
62236	12/04/2022	607.00	EXPERT SECURITY & COMMUNIC'N replace base video monitor, charged to Lot G1
62240	14/04/2022	232.00	TIGER CORP refunded
62336	18/10/2022	217.13	CHADOAK BUILDING & MAINTENANCE investigate water leak, Lot 310, charged to Lot 410
62380	20/12/2022	40.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 214
62380	20/12/2022	40.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 303
62380	20/12/2022	40.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 123
62384	10/01/2023*	1552.00	BINKS & ASSOCIATES PTY LTD issue keys, fobs & remotes, charged Lots
GST		**13381.00**	
62238	13/04/2022	6887.00	AUSTRALIAN TAXATION OFFICE-EFT paid to 31/03/2022
62283	11/07/2022	6494.00	AUSTRALIAN TAXATION OFFICE-EFT paid to 30/06/2022

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 610984 (232-242 Rouse Street, PORT MELBOURNE)** HELD ONLINE VIA ZOOM, ON TUESDAY, 20TH JUNE, 2023 AT 6.00 PM

PRESENT:	Ms K Nason (lot G02), Mr K Fiszer (lot 101), Ms S Mehdizadeh Amiraski (lot 122, departed 7.11pm), Mr R Duran (lot 201), Mr G Henson (lot 208), Ms S Leso (lot 217), Ms C Hack (lot 307), Ms M Andrieux (lot 314), Ms T Griffin (lot 401), Mr A Reincke (lot 402), Mr C Smith (lot 408), Mr D Mack (lot 411, departed 7.10pm), Mr G Loftus (lot 412), and Mrs K Christofas (lot 505). In attendance Lee-Anne Shevlin and Victoria Clow representing Binks & Associates Pty Ltd, manager of the Owners Corporation.
PROXIES:	Ms Mehdizadeh Amiraski (lot 122) appointed Ms M Andrieux as her proxy, for after her departure.
APOLOGIES:	Nil.
QUORUM:	Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.
VOTING:	Lots 101, 122, 201, 208, 217, 307, 314, 401, 402, 408, 411, 412 and 505 (total 13) were entitled to vote on all resolutions, ie. 13 votes were represented.
CHAIRPERSON:	Resolved that Lee-Anne Shevlin be appointed to chair the meeting.
MINUTES:	Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.
INTERIM RESOLUTIONS:	Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
COMMITTEE REPORT:	Ms Andrieux talked to the appended report on behalf of committee, advising that committee had carried out its functions on behalf of members throughout the year. Ms Andrieux noted that the report is titled 2022 in error, instead of 2023. Mr Loftus, a member of the Hydraulics sub-committee, spoke further on the hydraulic works outlined in the appended report, noting that heat can cause movement in the pipes, which can lead to burst pipes. This is being monitored closely by the sub-committee and Chadoak. Mr Henson queried whether there is any recourse on the builder regarding the hydraulic works. The manager noted that a lawyer, on behalf of the committee, issued a letter of demand on the builder years prior for the non compliant supports to the water meters, however the 10 year statutory warranty period has now passed. The committee however are still considering exploring this through other legal avenues, if possible. **[Managers note:** A letter of demand was issued in November 2018 for the non compliant supports to the water meters, and the builder via its solicitor offered to carry out some of the recommended rectification work, but not all, and it was conditional that the Owners Corporation enter into terms of settlement including terms that each party bears its own legal costs and it releases the builder from the alleged defect. Two committee representatives had a meeting with the solicitor representing the Owners Corporation, to discuss the offer and options available to it, and at the time there was no appetite at the AGM in 2019 to incur legal costs to pursue this any further.]

The manager further elaborated on the combustible cladding, noting that a previous report from 2019 indicated the total cladding on the facade to be 5% or less. The insurer has now put a demand on the Owners Corporation that they must provide advice from a fire engineer regarding the cladding in order to receive future terms. It was further noted that samples have been taken for laboratory testing and advice is pending from a fire engineer as to whether the cladding can/has to be removed and how, or otherwise. The builder was requested to provide information on the type of cladding and how its affixed to the building, prior to sampling, with no reply to date. The manager further noted that committee will be considering the next steps in this matter at their next meeting.

The manager noted that further to the circular issued to owners of levels 4 and 5, in relation to checking and reporting any movement in balcony balustrade glazing, only two lots being 411 and 505 reported movement. Express Glass have been requested to inspect both balustrades and provide a quotation for permanent repairs.

Ms Nason advised that her apartment, situated on the ground floor, has windows that are too high for her to clean, and requested they are included in the common window cleaning schedule. The manager noted that she would review the location and advise accordingly.

MANAGER'S REPORT: The meeting resolved to accept the manager's report as appended to these minutes.

The manager noted a discrepancy between the figures reported for the deficit levy, including the levy table. The figure in the notice of meeting and the managers report was based on the draft financial statement, instead of the final version where changes had been made and the correct deficit levy to be raised is $61,355.23, inclusive of GST.

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2022.

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

FINANCES: Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2022.

The Owners Corporation held members' funds of $593,734.43 as at 31/12/2022, consisting of a deficit of $55,777.50 in the General Fund and $649,511.93 in the Maintenance Fund, (nett GST).

The manager noted there was an overspend of $75,305.38 for the reasons noted on the appended revised current budget v actual expenses spreadsheet.

Mr Reincke queried whether the overspend, much of which was due to plumbing-related expenses, could be funded by the Maintenance Fund removing the need for a deficit levy. He commented that he believes that the Owners Corporation Act allows for flexibility in regards to such a contingency. The manager noted that the spirit of a Maintenance Plan prevents the cost of capital items that are not included in the plan from being covered by the Maintenance Fund, however the the manager agreed to further investigate whether the legislation allows for any flexibility.

The manager also noted that until the Buildspect tender quotations have been finalised for various works, the funds currently held in the Maintenance Fund for capital works may be inadequate and additional funds may be required to replenish the fund. Mr Loftus noted that it may be more cost-effective with a long-term benefit, if building works are completed sooner due to scaffolding costs and to prevent further deterioration. Mr Duran noted that the builder should still be pursued regarding any works noted in the Buildspect report that may have been caused by defective works.

Resolved by majority decision (7 voted yes, 6 voted no) to raise a deficit levy of $61,355.25 to clear the deficit in the general fund, and to extend the due date to 60 days.

ADMINISTRATION FUND:

Resolved to adopt an increased annual fund of $548,620.00 to service estimated expenses for the year ending 31/12/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances (allow 10% industry increase)	137,910.00
Public light & power (contract, 1/4/21-31/12/25)	23,000.00
Management fees	24,572.00
Window cleaning (annual inc frames this year)	8,000.00
Caretaking (including weekends, 5% inc eff 1/7/22)	28,500.00
Gas (hot plates only)	2,000.00
Common water usage	16,000.00
Waste disposal (contract, eff 1/3/20)	23,210.00
Lift maintenance (contract, 1/11/20-1/11/23)	12,000.00
Insurance excess (allow 3 claims)	7,500.00
Essential services	18,200.00
Maintenance Fund (as per 2011 plan)	80,028.00
Management fees - additional services	7,700.00
Building Facade Cleaning	10,000.00
Repairs, Replacements & General Expenses	150,000.00
Total budget	**$548,620.00**

Resolved that contributions to this fund will increase to $60.52 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1	1331.45	207	938.05	404	1180.15
2	1180.15	208	938.05	405	1407.10
3	1134.75	209	1195.30	406	1392.00
4	1361.70	210	938.05	407	938.05
5	1286.05	211	938.05	408	938.05
6	1513.00	212	938.05	409	938.05
7	1376.85	213	1361.70	410	1392.00
8	1134.75	214	953.20	411	968.35
101	1089.35	215	953.20	412	938.05
102	953.20	216	953.20	413	983.45
103	938.05	217	953.20	414	1225.55
104	938.05	218	1331.45	415	1225.55
105	953.20	219	1270.95	416	983.45
106	1346.60	220	938.05	417	938.05
107	938.05	221	983.45	418	968.35
108	938.05	222	1240.65	501	1452.50
109	953.20	223	1240.65	502	1376.85
110	1195.30	224	983.45	503	1452.50
111	953.20	225	938.05	504	1180.15
112	938.05	226	1724.85	505	1422.25
113	938.05	301	1845.90	506	1392.00
114	1361.70	302	1634.05	507	938.05
115	1059.10	303	2420.85	508	938.05
116	1089.35	304	1497.90	509	938.05
117	1089.35	305	1755.10	510	1392.00
118	1089.35	306	1921.55	511	968.35
119	1225.55	307	938.05	512	938.05
120	1543.30	308	938.05	513	983.45
121	1664.30	309	938.05	514	1225.55
122	1467.65	310	1679.45	515	1225.55
123	1407.10	311	1513.00	516	983.45
124	1407.10	312	938.05	517	938.05
125	1467.65	313	998.60	518	968.35
126	1694.60	314	1240.65	ST61	15.15
127	1543.30	315	1240.65	ST87	15.15
201	1709.70	316	983.45	ST89	15.15
202	938.05	317	938.05	ST102	15.15
203	938.05	318	1210.40	ST104	15.15
204	938.05	401	1452.50	ST114	15.15
205	1346.60	402	1376.85		
206	938.05	403	1452.50		

The manager noted that the increase in budget is to accommodate an increase in insurance premium, utility costs and includes an allowance for the building's facade to be pressure-cleaned. The repairs, replacement and general expenses contingency has been increased to ensure the Owners Corporation does not fall back into deficit and also to provide an appropriate contingency amount for any legal and fire engineer costs, which are likely to be incurred and currently unknown. The manager further noted that the budget was considered and endorsed by committee.

The manager further noted that committee agreed that moving forward, the manager's additional services fees would be charged at a fixed fee of $7,500 per year, as offered, as opposed to an hourly rate. It was noted that in the last financial year, the additional services fees were well over $14,000.

Resolved to raise a budget adjustment levy of $47,243.66 being the difference between the fees already invoiced and the increased fees, and to extend the due date to 60 days.

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

Resolved that committee membership be increased to 8 members and the following members be elected to serve as committee until a new committee is elected:

Mr K Fiszer (lot 101), Ms S Mehdizadeh Amiraski (lot 122), Mr R Duran (lot 201), Ms S Leso (lot 217), Ms M Andrieux (lot 314), Ms T Griffi n (lot 401), Mr G Loftus (lot 412), and a vacancy to be fi lled by Ms K Nason (lot G02) once fi nancial.

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

It was noted that these positions will be fi lled at committee's fi rst meeting or by ballot.

A vote of thanks was offered to Mrs Christofas, who due to health reasons declined to serve on committee, but agreed to assist with small tasks if necessary.

INSURANCES:

Resolved that the present covers of $85,970,000 for buildings, $26,250 for common contents, $20,000,000 for public liability, $250,000 for offi ce bearers' liability, $12,895,500 (being 15% of building cover) and nil for catastrophe cover appear adequate for the risk factors of the development.

There is an excess of $2,500 for standard claims, $5,000 for water damage and burst pipe claims, $10,000 for fi re-related claims and $2,500 for machinery breakdown claims.

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

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

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

[**Manager's note:** The manager received an insurance commission of 20% of the base premium during the period from 01/01/2022 to 31/12/2022.]

REPORTS:

Maintenance plan
The Owners Corporation has an approved maintenance plan as defi ned under the Owners Corporation Act 2006 and has established a maintenance fund accordingly. The manager reminded the meeting that the maintenance fund cannot be used for anything outside of the plan, but that committee agreed to have the plan reviewed once the quotations for the building facade works were fi nalised.

Valuation of buildings
A copy of the last valuation (dated 29/09/2022) had been sent to committee members.

Dispute resolution
No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL SERVICES:

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

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

Public lighting

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

MAINTENANCE:

Caretaking
The caretaking at the property is done satisfactorily by EC Corporation.

Leaking pipe in basement
Ms Hack queried whether the leaking pipe in the basement above her carspace had been resolved. The manager advised she would investigate further.

[Manager's note: Chadoak noted the leak was coming from lot 105's bath waste. The agent was emailed to attend to the private matter.

GENERAL BUSINESS:

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

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

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

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

There being no further business the meeting closed at 7.28pm.

.....
Chairperson

Defi nitions:

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

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

Attachments: Committee Report, AGM 2023
Managers Report, AGM 2023
Approved Budget, AGM 2023

232-242 Rouse street Port Melbourne
Committee Report to the AGM 2022

Hydraulic work

The last phase of the works recommended by Phil Woolhouse Hydraulics (PWH) was finalised mid last year. Whilst we still had a couple of leaks in the last 12 months, these were in new locations or temporary fixes. All the temporary fixes have now been fully repaired. The hydraulic sub-committee feels that the problem is substantially being fixed.
Thanks to the hydraulic sub-committee members Geoff and Rodolfo for their work and contribution in making recommendations to the committee.

Buildspect

We have engaged Buildspect to undertake an inspection of the building's exterior and to provide

- a list of defective or maintenance items identified at the time of inspection with references to the Australian Standards and Codes; along with photographs;
- recommendations for rectification for said maintenance items or defective works; and
- a recommendation on prioritising works in order of importance.

Buildspect attended the site three times (9 September 2021, 8 October 2021 and 11 February 2022) and provided their final report in September 2022 and a meeting took place to discuss the report and next course of action in detail.
The next steps are:

- have the alucobond tested for flammability - in progress, the committee has received multiple quotes, asked for further clarification and will select a provider shortly. Note that this report is also required by our building insurer and has to be produced by a certified fire engineer; and
- Obtain the plans from council - received.

The committee has selected Buildspect to be Project Managers (PM) to oversee the required works, including

- Tender the schedule of works to suitable contractors able to undertake rectification works;
- Advise the Owners Corporation regarding contractor selection;
- Advise the Owners Corporation, in relation to remediation works for each item and as to the respective liability of the Owners Corporation or the individual lot owners; and
- Project-advocate the rectification process through to a successful conclusion.

The PM work can only commence once the flammability of the ACP is determined and a report provided.
Note that we will take this opportunity to have the Maintenance plan revised and assess which works can be funded via the Maintenance Fund and what works need to be added to the Maintenance Plan.

Canopy leaks and lights

CVU sign lights included.

On hold, will be included in the work undertaken with Buildspect. Note that their report includes information and recommendations on this part of the building.

Annual Inspection
Thanks to those committee members who participated in the annual inspection of the building on 19th of March 2023. There were no particular surprises and our findings were consistent with previous years. Items were stored in a number of car parking spaces. Binks & Associates have been following up this by contacting property owners/rental agents requesting items be removed.

Feature walls painting
The hallway walls on each floor were repainted in July 2022.

Common areas lights
- We have engaged electricians to change the operation of the foyer and car park lights. They are now triggered by movement sensors, allowing the building to save money and to be more environmentally conscious.
- The car park lights were replaced in August 2022 with more efficient lights (LED's) and fully funded by Government Scheme, at no cost to the Owners Corporation.

Hard rubbish
Unlike in previous years, Council no longer permits booking an entire year of hard waste collections in advance, therefore the collections are organised by Binks & Associates bi-monthly with council and owners and residents are notified via circular (last one was on 14/4/23).
Note that hard rubbish is not permitted to be left in the building's rubbish bin area. The committee arranged for a new sign to be installed on the doors leading to the bin area to make residents aware this is not acceptable..

Windows cleaning
The yearly window clean was carried out in October 2022. The clean includes inaccessible windows only i.e. those not accessible by the resident.

Car park gate
The car park gate was non operational for 2 weeks in August 2022 and had to be left in the open position for the duration to allow residents to access their car space. The issue took 2 weeks to be fixed as repairers had a backlog of works and couldn't get to us any earlier, despite Binks & Associates best efforts to find alternative repairers.
The committee engaged the services of a security guard overnight to survey the car park entry and monitor any unusual movement in dark hours.

Balcony glass
A balcony glass panel on level 5 shattered for no apparent reason and fell to below levels in January 2023. The cause has not been identified however the insurer has arranged for the matter to be investigated. Owners who have similar balcony glass (level 4 and 5 only) have

been contacted by Binks & Associates to identify any panels that have any movement. At this stage, there is 2 apartments that have reported panel movement. Binks & Associates has organised for an abseiling glazing contractor to assess these to ensure they can be secured.

BINKS & ASSOCIATES

MANAGERS REPORT TO THE AGM, 2023

OC610984 - CVU APARTMENTS – 232-242 ROUSE STREET, PORT MELBOURNE

The last 2 years has presented challenges for many organisations and individuals. For the Owners' Corporation this has meant significant delays from suppliers having the ability to provide goods and services as well as the demands placed upon owners, occupants and management in terms of remote working and various constraints and restrictions in how they go about their business. Nevertheless, the Committee has continued to effectively perform their duties in managing Owners Corporation matters. Members are reminded that decision making remains with the committee. Binks & Associates carries out the instructions of committee and does not make decisions unless required to in an emergency. Our role is to support the committee in managing the Owners Corporations affairs.

Different levels of administration will be required depending on the number of lots. Your Owners Corporation is classed as a Tier 1 Owners Corporation, consisting of more than 100 occupiable lots. The tier system replaces the previous system of prescribed and non-prescribed.

A Tier 1 OC must:

Committee - elect a committee of no less than three but not more than seven members at an AGM, unless the OC resolves by ordinary resolution to increase the maximum number of members to 12.

Appointment of Manager - appoint a manager unless it opts out by Special Resolution.

Financial Reports - prepare annual financial statements for presentation at the Annual General Meeting, in accordance with the Australian Accounting Standards. The Owners Corporation already meets this requirement.

Review of Financial Statements - have their financial statements reviewed by an independent person. The Owners Corporation already meets this requirement.

Maintenance Plan - prepare and approve a maintenance plan for which it is responsible. The Owners Corporation already meets this requirement.

Insurance Valuations – obtain a valuation for insurance purposes every five years. The Owners Corporations last valuation was 20/09/2022 and therefore meets this requirement.

2022 Financial Statement

The classified list of expenditure, sent with the notice of meeting, identifies costs incurred by the Owners Corporation to 31/12/2022. There has been an overspend of $88,763.10 for the reasons outlined in the spreadsheet attached to the notice.

The Owners Corporation must prepare the annual Financial Statements in accordance with the Australian Accounting Standards and this requires the Financial Statements to be reported nett of GST for auditing purposes. An Owners Corporation that generates income of $150,000 or more, it is required by law to register for GST. The balance of GST received and GST paid is remitted to the government or a refund to the Owners Corporation, by way of submission of BAS statements on a quarterly basis.

Proposed Budget

An increase in fees in line with the proposed budget of $548,620 (from $454,133) for the year ending 31/12/2023, is being proposed. As the current budget was set in 2021, this increase is to accommodate current increases in insurance premium, CPI increases across some services, and possible further burst pipe costs. The Maintenance Fund allocation has been included at the amount prescribed by the current Maintenance Plan.

Managers Reports

The report to each AGM must include the Professional Indemnity Insurance details, details of receipts and disbursements of monies in trust, amounts of any commissions, payments or other benefits received in relation to contracts for goods or services supplied to an OC. Binks & Associates do not hold monies in trust as each OC has its own bank account, and does not receive any commission, payments or benefits other than insurance commission which is industry practise and as agreed in the management contract. Binks & Associates holds professional indemnity insurance with CHUBB Insurance Australia Ltd for $5,000,000.

Maintenance Plan - 15 year forecast

Any fees designated as being for the purpose of the plan, any amounts received under an insurance policy in respect of damage or destruction of property covered by the plan or any interest earned on the investment of the fund, must be paid into the maintenance fund. The owners corporation must also report to the annual general meeting, in relation to the implementation of its approved maintenance plan. Please refer to the classified list of expenditure items reported under line item maintenance fund, contained within the financial statements.

General information

A reminder that if your apartment is rented, you or your agent are to provide tenants with gen eral information about the building. In particular, moving in and out procedures, how to connect services, how to operate access equipment, parking in designated car spaces only and the Owners Corporation Rules. Please be reminded that the dumping of unwanted household items in the bin room and using carspaces to store items is not only in contravention of the rules, it is also a safety hazard. If any items are found in the bin room or in and around the carpark, the security company will be engaged to view and download the CCTV footage, and all

costs incurred will be passed on to the owner of the offending lot. Same applies to misuse of the visitors carspaces. These spaces are for the use of short term invitees, not residents.

As always, both myself and the Assistant Manager, Victoria Clow look forward to continuing to work for your Owners Corporation and with your committee over the coming year.

Lee-Anne Shevlin CSCM
Senior Owners Corporation Manager
Binks & Associates Pty Ltd

Owners Corporation No. 610984 - CVU Apartments

Budget (Administration Fund and Maintenance Fund)	Current (Jan-Dec 2022)	Actual (Jan-Dec 2022)	Approved (Jan-Dec 2023)
Insurance (allowing 10% increase)	$ 101,800.00	**$ 68,955.73**	$ 137,910.00
Public Lighting & Power (contract 1/4/21-31/12/25)	$ 23,000.00	$ 17,821.05	$ 23,000.00
Management Fees	$ 23,402.00	$ 23,402.00	$ 24,572.00
Management Fees - Additional Services (fixed fee)			**$ 7,700.00**
Window Cleaning (annual inc frames)	$ 7,500.00	$ 8,000.00	$ 8,000.00
Caretaking (inc weekends)	$ 27,850.00	$ 27,822.56	$ 28,500.00
Building Façade Cleaning			$ 10,000.00
Gas (hot plates only)	$ 2,000.00	$ 1,065.32	$ 2,000.00
Common water usage	$ 16,000.00	$ 14,828.58	$ 16,000.00
Waste disposal (contract 1/3/20-28/2/23)	$ 18,000.00	$ 23,197.48	$ 23,210.00
Lift Maintenance (contract 1/11/20-31/10/23)	$ 12,000.00	$ 11,319.91	$ 12,000.00
Insurance excess (common area only, allow 3 claims)	$ 7,500.00	$ 7,500.01	$ 7,500.00
Essential Services (fire, audit, FIP)	$ 16,900.00	$ 18,110.26	$ 18,200.00
Maintenance Fund (as per plan)	$ 77,621.00	$ 77,621.00	$ 80,028.00
Remaining hydraulic works (cold water PRV, supports)	$ 36,000.00	$ 42,077.54	$ -
Repairs, Replacements & General expenses contingency	$ 84,560.00	**$ 187,716.94**	$ 150,000.00
	$ 454,133.00	$ 529,438.38	$ 548,620.00

Overspend of $75,305.38

Budget Note:
Insurance - actual is only a 6 month policy. Next renewal term due 13/06/23.
Additional Services - agreed fixed fee

Financial Statement Note:
Levy of $61,355.25 required to clear the deficit in general fund, caused by the overspend of $75,305.38.
Overspend caused mainly by plumbing costs. Of the $118,866.77 spent; $47,934.52 relates to burst pipes and $14,429.80 HWS replacements.
In this current year we have already incurred another $24,000 expenses for burst pipes.

CONSOLIDATED RULES OF OWNERS CORPORATION
PLAN NUMBER PS610984B

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

(a) 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.

(b) This rule does not apply to—

(i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(ii) 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. MANAGEMENT AND ADMINISTRATION

Metering of services and apportionment of costs of services

2.1 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.

2.2 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.

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

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3. USE OF COMMON PROPERTY

3.1 Use of common property

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

(b) A lot owner or occupier must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(c) An approval under subrule (2) may state a period for which the approval is granted.

(d) 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.

(e) A lot owner or occupier who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(f) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

(a) A lot owner or occupier 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—

(i) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(ii) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(iii) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

(b) An invitee may use a designated visitor car park on a short term basis which is less than one 24 hour period and does not include consecutive 24 hour periods or additional parts of 24 hour periods following the initial 24 hour period.

(c) Parking lots or spaces cannot be purchased or licensed to non owners or non occupiers of a lot.

(d) The designated visitor car spaces are for the use of short term invitees only and not for the use of owners, occupiers or long term occupiers or long term invitees.

(e) A caravan, campervan, boat, trailer, mobile home truck or the like may not be parked on any part of the common property including a designated visitor car space.

(f) Visitor car spaces are for visitors only and a lot owner or occupier must ensure that any visitor car spaces are used only for temporary visitor parking. Any vehicle parked in any visitor car spaces in contravention of this rule may at the discretion of the owners corporation manager be removed and towed away.

3.3 Damage to common property

(a) A lot owner or occupier must not damage or alter the common property without the written approval of the owners corporation.

(b) A lot owner or occupier must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(c) 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.

(d) 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.

(e) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. LOTS

Change of use of lots

A lot owner or occupier 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. BEHAVIOUR OF PERSONS

5.1 Behaviour of owners, occupiers and invitees on common property

A lot owner or occupier 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.

5.2 Noise and other nuisance control

(a) A lot owner or occupier, 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.

(b) 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.

6. DISPUTE RESOLUTION

6.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

6.2 The party making the complaint must prepare a written statement in the approved form.

6.3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

6.4 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.

6.5 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.

6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

6.7 If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

6.8 This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

7. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

7.1 A lot owner or occupier must not:

(a) keep any animal on the common property after being given notice by the owners corporation to remove the animal after the owners corporation has resolved that the animal is causing a nuisance; or

(b) without limiting the generality of the foregoing (without the prior consent of the owners corporation) make or permit to be made noise from music or machinery which may be heard outside the lot between the hours of midnight and 8.00 am or use hammer drills or jack hammers in a lot.

7.2 A lot owner or occupier when on common property (or on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7.3 A lot owner or occupier must not smoke in any stairwells, lifts or foyers forming part of the common property or such other parts of the common property as the owners corporation or its manager may designate from time to time.

7.4 A lot owner or occupier must not permit disposal of cigarette butts or cigarette ash over balconies.

7.5 A lot owner or occupier must not use or permit to be used in or on the common property any skateboards, roller blades or roller skates (except with the consent of the manager).

7.6 A lot owner or occupier must not take any glassware or alcohol into any parts of the common property designated by the owners corporation.

7.7 A lot owner or occupier must ensure that all plants and landscaping in planter boxes are regularly watered and well maintained.

7.8 A lot owner or occupier must ensure that any animal belonging to them does not urinate or defecate on common areas including courtyards and a lot owner or occupier must pay all cleaning costs incurred by the owners corporation for a breach of this subrule.

8. DAMAGE TO COMMON PROPERTY

The owner or occupier of a lot shall compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or their respective invitees.

9. INTERFERENCE WITH COMMON PROPERTY

9.1 A lot owner or occupier must not (without the written consent of the owners corporation) do anything or permit anything to be done on or in relation to that lot or the common property so that there is interference with or impairment of:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property;

(b) the structural and functional integrity of any part of the common property;

(c) any equipment or facilities forming part of the common property; or

(d) the passage or provision of services through the lot or the common property.

9.2 A lot owner or occupier must not, without the prior written consent of the owners corporation, remove any article nor remove or change any signage from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

9.3 A lot owner or occupier must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the owners corporation.

9.4 A lot owner or occupier must not install a safe in a lot without the written consent of the owners corporation or before submitting to the owners corporation a structural engineering report in respect of the proposed installation.

9.5 A lot owner or occupier must not connect any appliance to any power outlet located on common property.

9.6 A lot owner or occupier must not modify any fire hose, fire sprinkler head, emergency public address speaker or any other essential service servicing that lot without the prior written consent of the owners corporation.

9.7 A lot owner or occupier must not and ensure its invitees, servants and agents do not in any way prevent the closure of or the failure to keep closed or locked any fire security door or entrance door or garage on the common property or fail to observe the rules or directions of the owners corporation relating to the security of the development.

10. NOTIFICATION OF DEFECTS

A lot owner or occupier must promptly notify the owners corporation or its manager on becoming aware of any damage to or defect in the common property or any personal property vested in the owners corporation.

11. MOVING OF CERTAIN ARTICLES

11.1 A lot owner or occupier must not move any article likely to cause damage or obstruction through common property without first notifying the owners corporation or the manager in sufficient time to enable a representative of the owners corporation or the manager to be present.

11.2 A lot owner or occupier may only move an article likely to cause damage or obstruction through common property in accordance with directions of the owners corporation or the manager.

12. SECURITY OF COMMON PROPERTY

12.1 A lot owner or occupier must not do anything, which may prejudice the security or safety of the common property.

12.2 A lot owner or occupier must not allow persons to follow them through the security doors to the building.

13. RESTRICTED USE OF COMMON PROPERTY

The owners corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the owners corporation from fire or other hazards and without limitation may:

13.1 close-off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any part of the common property;

13.2 permit, to the exclusion of owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;

13.3 restrict by means of Security Key or other security device the access of owners and occupiers and others to common property;

13.4 restrict by means of Security Key the access of the owners or occupiers of lots on one level to common property on any other level; and

13.5 cancel any Security Key issued where an owner is in arrears in payment of owners corporation levies in excess of 2 quarters.

14. SECURITY KEYS

14.1 If the owners corporation restricts the access of the owners and occupiers under rule 13, the owners corporation may make the number of Security Keys as it determines available to owners free of charge. The owners corporation may charge a reasonable fee for any additional Security Key required by an owner.

14.2 An owner of a lot or, if applicable, its agent must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an

appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the owners corporation.

14.3 A lot owner or occupier in possession of a Security Key must not without the owners corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another owner or occupier or the owners corporation.

14.4 A lot owner or occupier must promptly notify the owners corporation if a Security Key issued to him is lost or destroyed.

14.5 In this rule the term "security key" means a key, magnetic card, remote control or other device used to open and close doors, gates, lifts or locks in respect of a lot or the common property.

15. GARBAGE

15.1 A lot owner or occupier must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

15.2 A lot owner or occupier must dispose of garbage in the manner specified by the owners corporation from time to time but otherwise:

(a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation;

(b) recyclable items (including without limitation, paper, cardboard and plastic as from time to time nominated by the owners corporation) must be stored in the area designated for the items by the owners corporation;

(c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property;

(d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area designated by the owners corporation.

16. COMPLIANCE WITH LAWS

A lot owner or occupier must at the owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

17. CLEANING OF A LOT

17.1 A lot owner or occupier must keep that lot clean and in good repair and in particular must keep all gardens, balconies, courtyards and other external areas (if any) clean, tidy and well maintained.

17.2 A lot owner or occupier must keep clean the windows and balustrades of the relevant lot.

17.3 The owners corporation reserves the right to clean any area and charge the owner or occupier for the cost incurred.

18. INSURANCE PREMIUMS

A lot owner or occupier must not without the prior written consent of the owners corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

19. FIRE CONTROL

19.1 A lot owner or occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

19.2 A lot owner or occupier must ensure compliance with fire laws in respect of the lot.

19.3 A lot owner or occupier must not allow fire safety equipment installed within their lot (such as smoke detectors) to become non-operational.

19.4 A lot owner or occupier must not install unapproved dead locks or peep holes that would void the owners corporation's insurance policy or breach fire regulations.

20. BICYCLES

A lot owner or occupier must not store or permit any bicycle to be stored on any part of the common property.

21. BLINDS, WINDOW TINTING AND AWNINGS

A lot owner or occupier must not without the prior written consent of the owners corporation:

21.1 erect or fix any sign or notice to any part of the common property or lot;

21.2 hang curtains or drapes visible from outside the lot unless those curtains or drapes have a backing, which is neutral or off-white in colour;

21.3 allow any glazed portions of the lot or the common property that adjoins the lot to be tinted or otherwise treated so as to change the visual characteristics of the glazing;

21.4 install or permit the installation of any window awnings.

21.5 install venetian blinds unless they are 25mm blade venetian blinds in light cream colour.

22. FOR SALE / FOR LEASE SIGNS

A lot owner or occupier must not allow the erection of any for sale or for lease signs or boards or other signs or notices on the common property or lot.

23. PAINTING, FINISHING, ETC

A lot owner or occupier must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the prior written consent of the owners corporation.

24. BALCONIES AND TERRACES

24.1 A lot owner or occupier must replace all blown or broken light bulbs on a balcony or terrace forming part of the lot within twenty-four (24) hours.

24.2 A lot owner or occupier must not construct or erect any enclosure or structure of any nature or description on a balcony or terrace forming part of the lot without the prior written consent of the owners corporation. (The owners corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the development, or if it interferes with the views or use and enjoyment of another lot).

24.3 A lot owner or occupier must not allow any balcony or terrace which forms part of any lot to become unkempt, overgrown or unsightly.

24.4 A lot owner or occupier must not hang or permit to be hung any clothes or washing or allow any bicycles on any balconies or courtyards or on any part of the common property (including any landing or stairway) or on any part of the exterior of the lot so as to be visible from outside the lot.

24.5 A lot owner or occupier must grant to the owners corporation its servants and agents access to any balcony or terrace forming part of the lot within twenty-four (24) hours of being asked to do so where access is reasonably required for the maintenance, repair or servicing of common property (including the external facade of the building).

25. MAIL

An owner or occupier must keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers,

advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a owner or occupier be absent for any reason for any period of more than one night. This requirement may be waived upon request made to the owners corporation in writing not less than seven days prior to the date or dates for which such waiver is required.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A lot owner or occupier must take all reasonable steps to ensure the invitees of the owner or occupier comply with these Rules.

26.2 An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these Rules.

26.3 Whenever a lot is tenanted, the owner of a lot shall provide all standard, additional and house Rules to the tenant at the time of leasing the lot and without delay whenever the rules are amended.

27. CONSENT OF OWNERS CORPORATION

A consent or approval given by the owners corporation under these Rules may (unless otherwise expressly provided) be given or given subject to conditions or refused in the unfettered discretion of the owners corporation. A consent or approval relating to ongoing conduct may (unless the context otherwise requires) be revoked.

28. COMPLAINTS AND APPLICATIONS

Any complaint or application to the owners corporation must be addressed in writing to the manager, or where there is no manager, the secretary of the owners corporation.

29. BUILDING WORKS

29.1 A lot owner must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

(a) such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the owners corporation manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(b) the lot owner must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from such building operations to other lot owners or occupiers;

29.2 The lot owner must not proceed with any such works until the lot owner:

(a) submits to the owners corporation plans and specifications of any works proposed by the lot owner which affect the external appearance of the building or any of the common property, or which affect the building structure or services or the fire or acoustic ratings of any component of the building;

(b) supplies to the owners corporation such further particulars of those proposed works as the owners corporation may request, and as shall be reasonable to enable the owners corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;

(c) receives written approval for those works from the owners corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the owners corporation (which cost may include the costs of a building

practitioner engaged by the owners corporation to consider such plans and specifications) by the lot owner and such approval shall not be effective until such costs have been paid; and

(d) pays such reasonable costs to the owners corporation.

29.3 The lot owner must ensure that the lot owner and its servants agents and contractors undertaking such works comply with the proper and reasonable directions of the owners corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the owners corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

29.4 Without limiting the generality of rule 29.3 the lot owner must ensure that the lot owner and its servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the building or any part of the common property;

(b) scaffolding must not be erected on the common property or the exterior of the building;

(c) construction work must comply with all laws of the relevant Government Agencies;

(d) the exterior and the common property of the building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles and vehicles used for furniture delivery or removal must not be brought into, or parked in, the common property or placed in a position that may impede or block access to the common property or any lot.

29.5 Before any of the works commence the lot owner must:

(a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy including but not limited to public liability insurance of not less than $20,000,000 to the satisfaction of the owners corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the owners corporation.

29.6 Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the owners corporation in the case of the common property.

29.7 The lot owner shall immediately make good all damage to, and dirtying of, the building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the owners corporation may in its absolute discretion (or if the lot owner fails to do so within a reasonable period of time) make good the damage and dirtying and in that event the lot owner shall indemnify and keep indemnified the owners corporation against any costs or liabilities incurred by the owners corporation in so making good the damage or dirtying.

30. FURNITURE AND HOUSEHOLD EFFECTS

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

30.2 A lot owner or occupier must use or permit those in their employ to use only the lift that has been allocated by the owners corporation for carriage of furniture and must ensure that the appropriate protection including but not limited to lift blankets are properly used at all times while handling furniture and household effects in the lift.

31. RECOVERY BY OWNERS CORPORATION

31.1 Where the owners corporation expends money to make good damage caused by a breach of any law or agreement or of these Rules by any owners or occupier or their invitees, the owners corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner or occupier of the lot at the time when the breach occurred.

31.2 The owners corporation may charge interest on any moneys owed by an owner or occupier of any lot at a rate being the fixed rate pursuant to the Penalty Interest Rates Act calculated from the due date for payment until full payment of the moneys owed and interest thereon is received by the owners corporation.

31.3 The owner or occupier of the lot shall pay on demand by the owners corporation all legal costs on a solicitor-own client basis which the owners corporation pays, incurs or expends in consequence of any breach of any law or agreement or of these Rules by any owner or occupier or their invitees including but not limited to costs of recovery of owners corporation levies and fees. Such costs shall be deemed to be a liquidated debt due to the owners corporation.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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