DATED 2026

DAVID JOHN BISHOP

to

CONTRACT OF SALE OF LAND

Property: Apartment 125, 232-242 Rouse Street, Port Melbourne VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:S 3251 LS

Contract of Sale of Land

Property:

Apartment 125, 232-242 Rouse Street, Port Melbourne VIC 3207

Fast Settle
L 6
Suite 611, 87 Overton Rd
WILLIAMS LANDING VIC 3027
Tel: 0423 382 568
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Ref: MS:S 3251 LS

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

David John Bishop

Name of individual

Signature of individual

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

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY- Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450540168 Mob: Ref:

Vendor

Name: David John Bishop

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Fast Settle

Address: L 6, Suite 611, 87 Overton Rd, Williams Landing VIC 3027
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Email: info@fastsettle.com.au

Tel: 0423 382 568 Mob: Ref: S 3251 LS

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11167	Folio	919	125	PS 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.

Property address

The address of the land is: Apartment 125, 232-242 Rouse Street, Port Melbourne VIC 3207

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

.....

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st 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 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 (Vic) 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: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Special Condition

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

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

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
  (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act1980; and
  (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor'sStatement").

1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;

1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;

1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;

1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negatived and withdrawn;

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

1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and

1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at $220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".

2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."

2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.

2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".

2.5 General Condition 35.4(a) is amended to read as follows "an amount equal to 10% of the price is forfeited to the Vendor as the Vendor's absolute property, whether the Deposit has been paidor not; and".

3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.

4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.

4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statues and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.

4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

6. PURCHASER FAILING TO COMPLETE

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or

6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or

6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or

6.4 legal costs and expenses incurred by the Vendor; and/or

6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or

6.6 a fee for rescheduling settlement on the day of settlement for a sum at least $330 for each settlement rescheduling; and/or

6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/ or other penalties).

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").

7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.

7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that 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 of Land differing from those in the Contract.

7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

8.1 This special condition applies where the Purchaser is a “Foreign Person” within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).

8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.

8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor’s Solicitor/Conveyancer in order for this provision to take full effect.

8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

9. RESTRICTION AS TO USE

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor’s title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

10. NO MERGER

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

11. STATEMENT OF AJDUSTMENTS

11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor’s approval. If such adjustments is not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor’s Solicitor/Conveyancer additional legal fees of $220 at settlement for urgent review. This is an essential term of the Contract of Sale.

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the

Purchaser irrevocably agrees to indemnity the vendor for additional conveyancing fees and expenses of $330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

13. RESCHEDULE OF SETTLEMENT

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of $275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

14. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

15. LEASE

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

19. GUARANTEE AND INDEMNITY

General Condition 3 is replaced with the following: "Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

Sale of Land (Public Auctions) Regulations 2014
Schedule 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneers may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Sale of Land (Public Auctions) Regulations 2014
Schedule 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

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

Vendor bids
The law of Victoria allows vendors to choose to have bids made for them by the auctioneers. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

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

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

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

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

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

Forbidden activities at auctions
The law forbids –

- any person bidding for a vendor other than –
  - the auctioneer (who can make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

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

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

The cooling off period does not apply to public auctions of land
If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies
The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 19*62 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

GUARANTEE AND INDEMNITY

To the vendor ("the Vendor")

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract of Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract of Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

VENDOR

PURCHASER

OF

GUARANTOR

OF

In Witness whereof the said Guarantors have set their hands and seals this day of 20

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

)

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 all 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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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.

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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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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* (Vic).

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 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.

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

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14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

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 –

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(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

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 –

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(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 during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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

(c) deliver all other physical documents and items (other than the goods sold with the land 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

(d) 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, unless the margin scheme applies.

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':

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(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 these general conditions –

(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 –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

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(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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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(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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 –

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(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

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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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(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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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	APARTMENT 125, 232-242 ROUSE STREET, PORT MELBOURNE VIC 3207

Vendor's name	David John Bishop	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $6,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

unregistered):

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11167 FOLIO 919 Security no : 124138607813M
Produced 15/09/2026 01:37 PM

LAND DESCRIPTION

Lot 125 on Plan of Subdivision 610984B.
PARENT TITLE Volume 09258 Folio 114
Created by instrument PS610984B 04/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAVID JOHN BISHOP of 23 BITTERN DROMANA ROAD BALNARRING VIC 3926
AG950777J 02/01/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG950778G 02/01/2010
WESTPAC BANKING CORPORATION

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 125 232-242 ROUSE STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

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

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Department of Transport and Planning

Owners Corporation Search Report

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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)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

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 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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Department of Transport and Planning

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 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

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OWNERS CORPORATION 1
PLAN NO. PS610984B

Entitlement and Liability:

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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**

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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.

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PLAN OF SUBDIVISION

PS610984B

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, PORT MELBOURNE (at time of subdivision)
MGA Co–ordinates (of approx. centre of land in plan) E 318450 N 5809900 Zone: 55

Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref: S/42/2009

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

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. PD413/2009

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

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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
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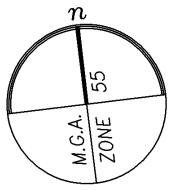
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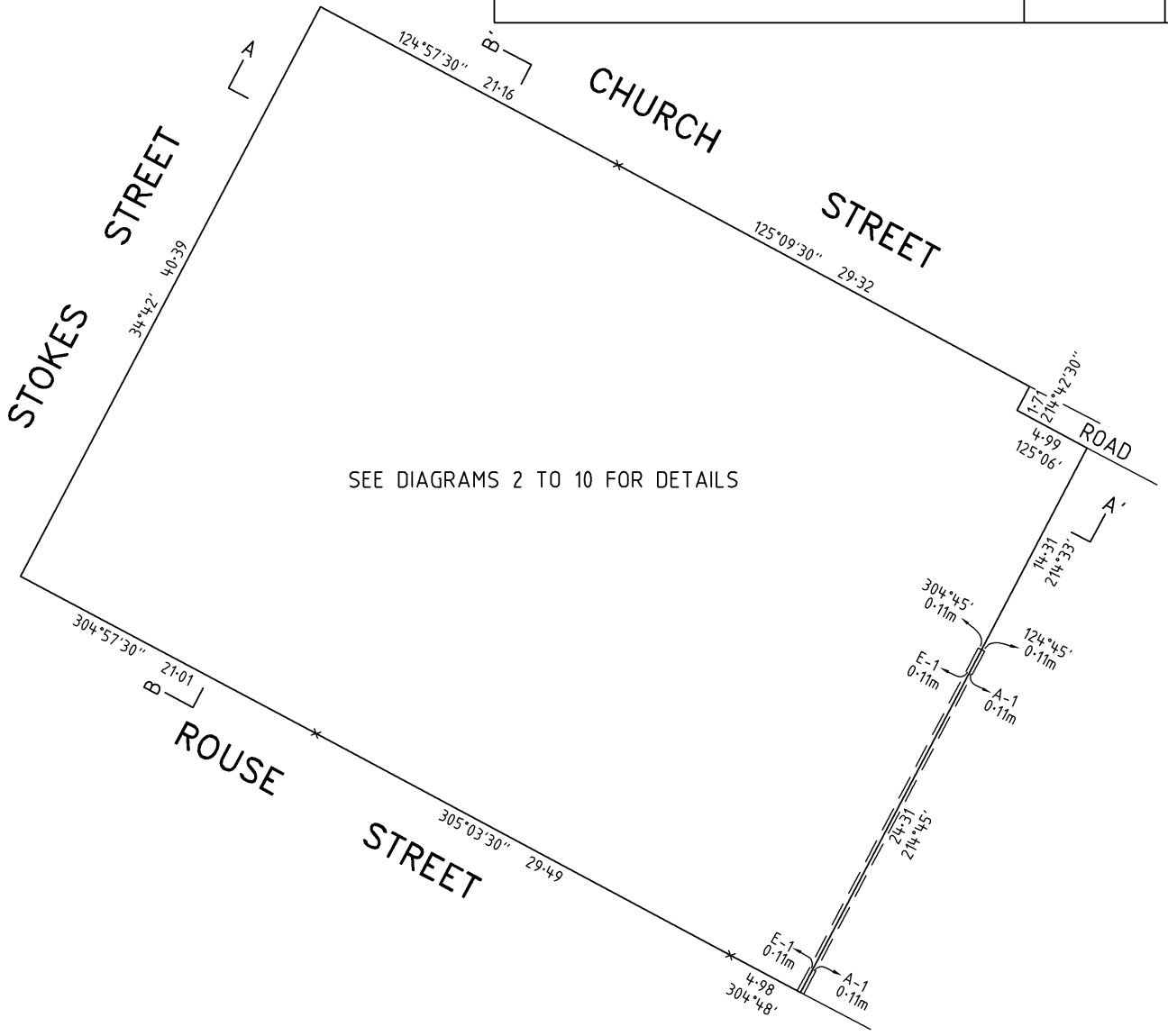
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B





SITE DIAGRAM
DIAGRAM 1

Sheet 2

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SCALE	SHEET SIZE
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SCALE

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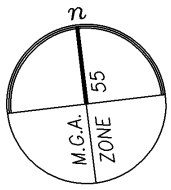
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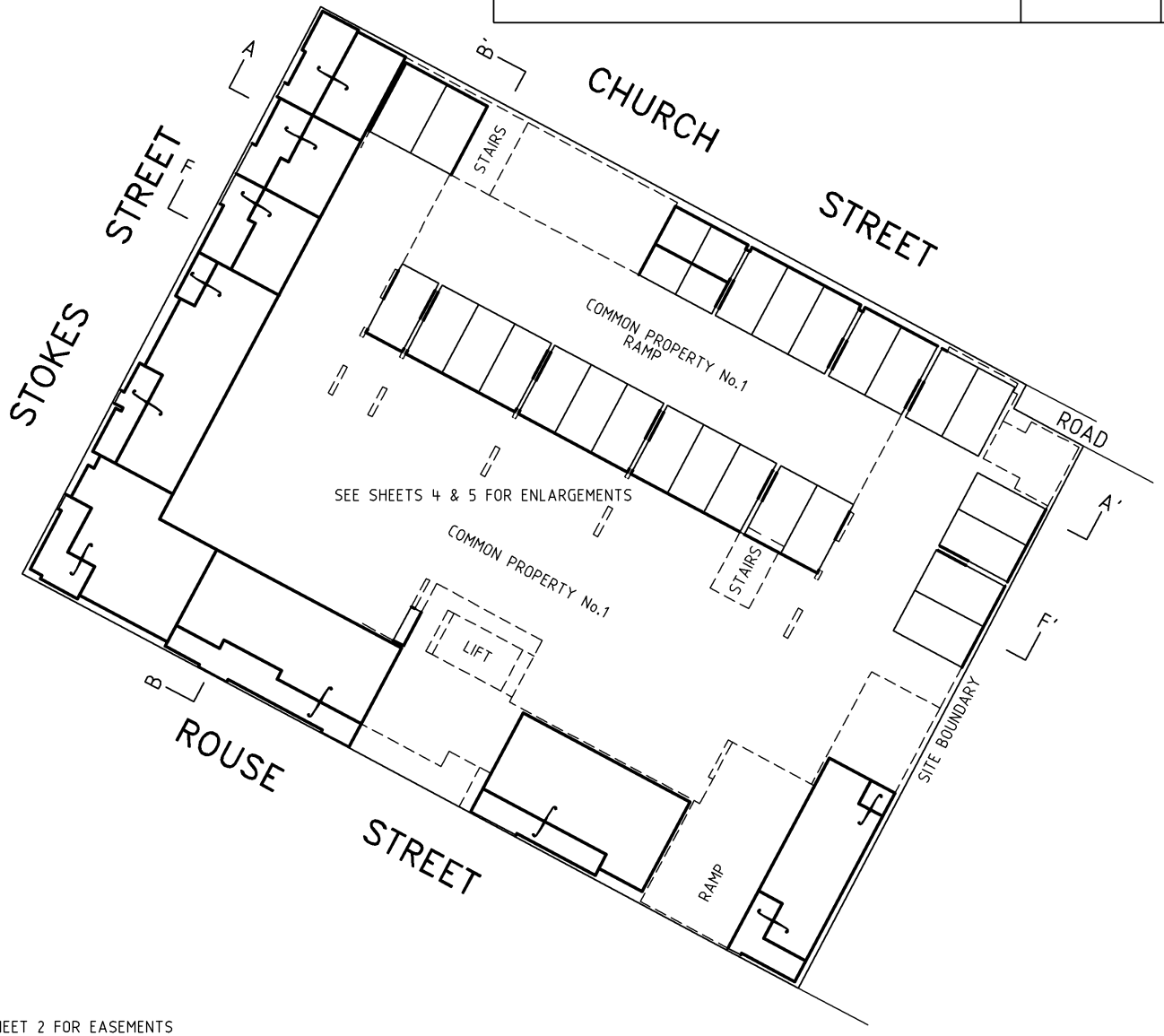
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PLAN OF SUBDIVISION

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

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ORIGINAL

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

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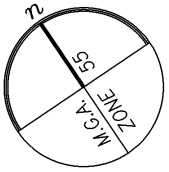
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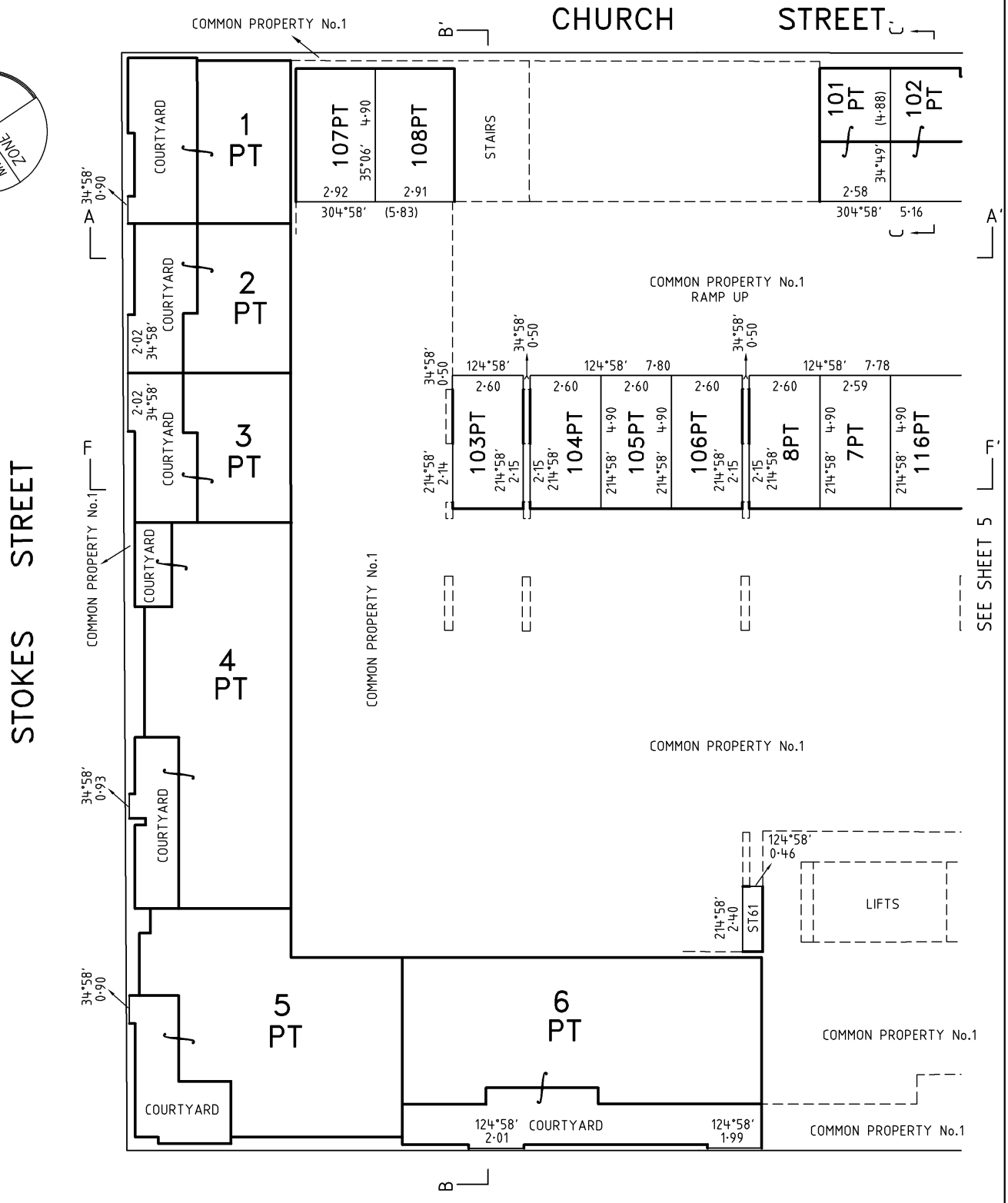
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Stage No.

Plan Number

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GROUND STOREY
ENLARGEMENT 1

Sheet 4

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

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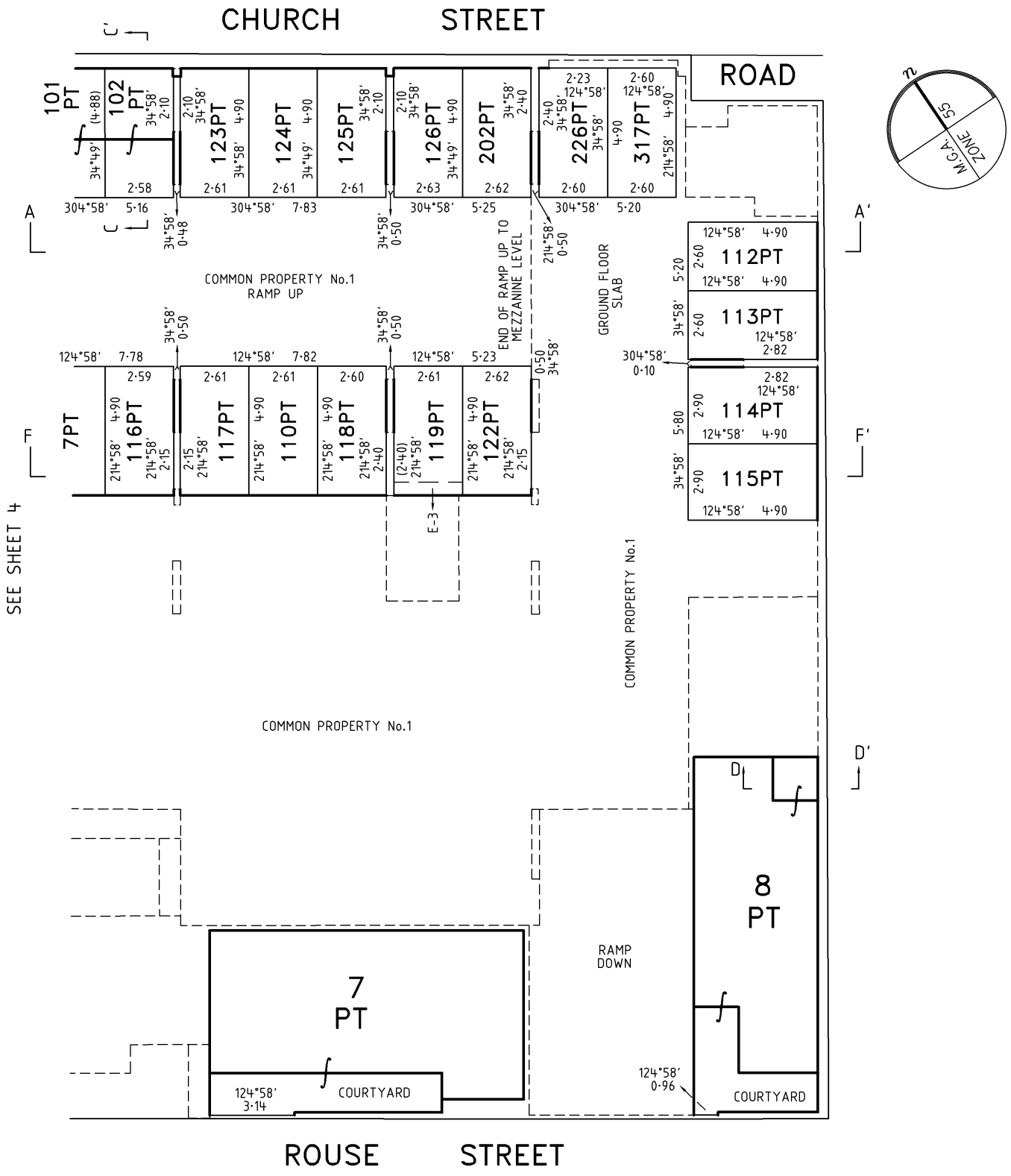
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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 610984B



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GROUND STOREY
ENLARGEMENT 2

Sheet 5

ORIGINAL

SCALE 1:150 | SHEET SIZE A3

SCALE
1·5 0 3 6
LENGTHS ARE IN METRES

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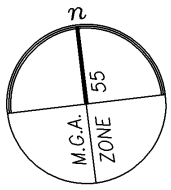
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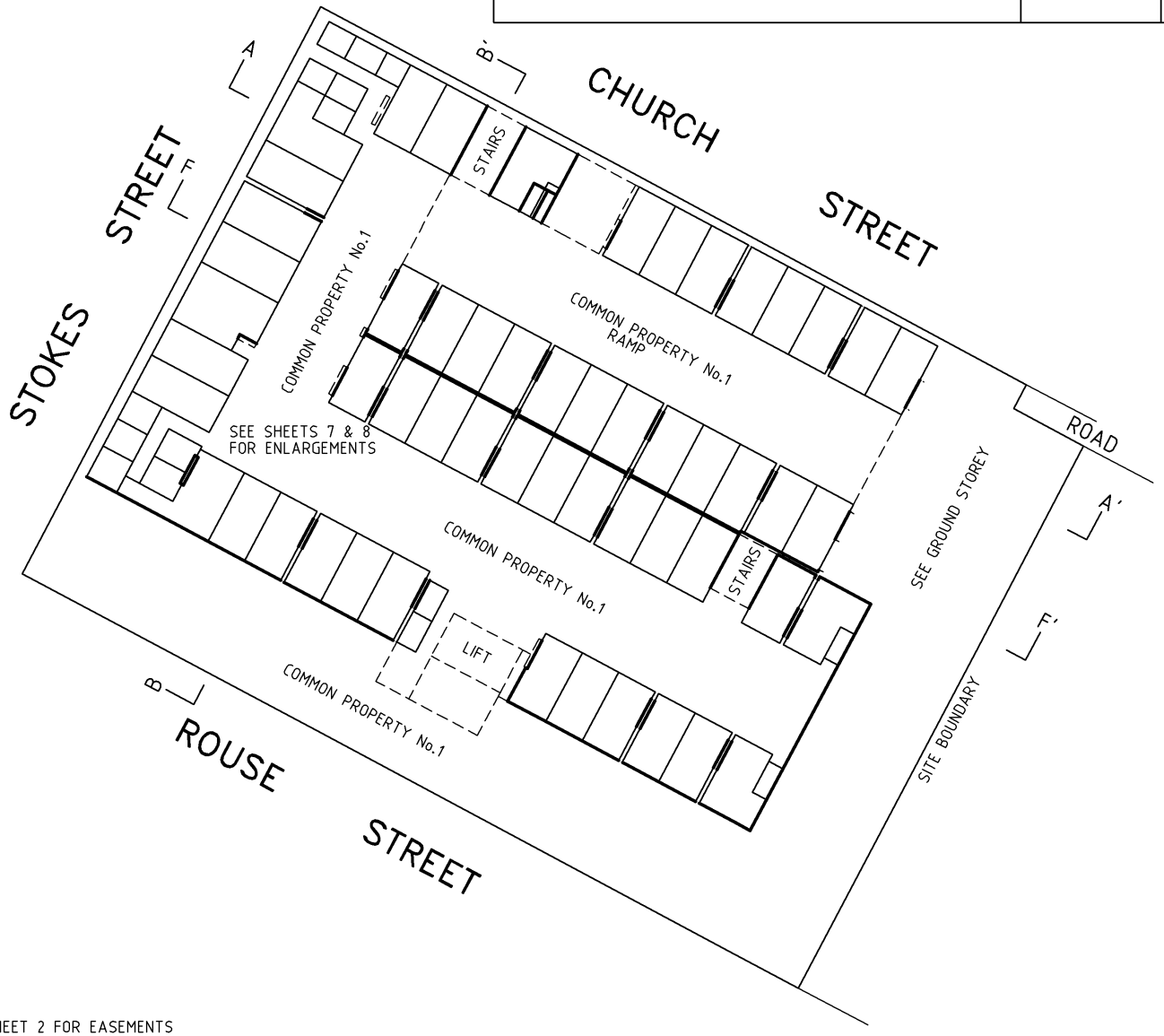
PLAN OF SUBDIVISION

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

SCALE 1:300

SHEET SIZE A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

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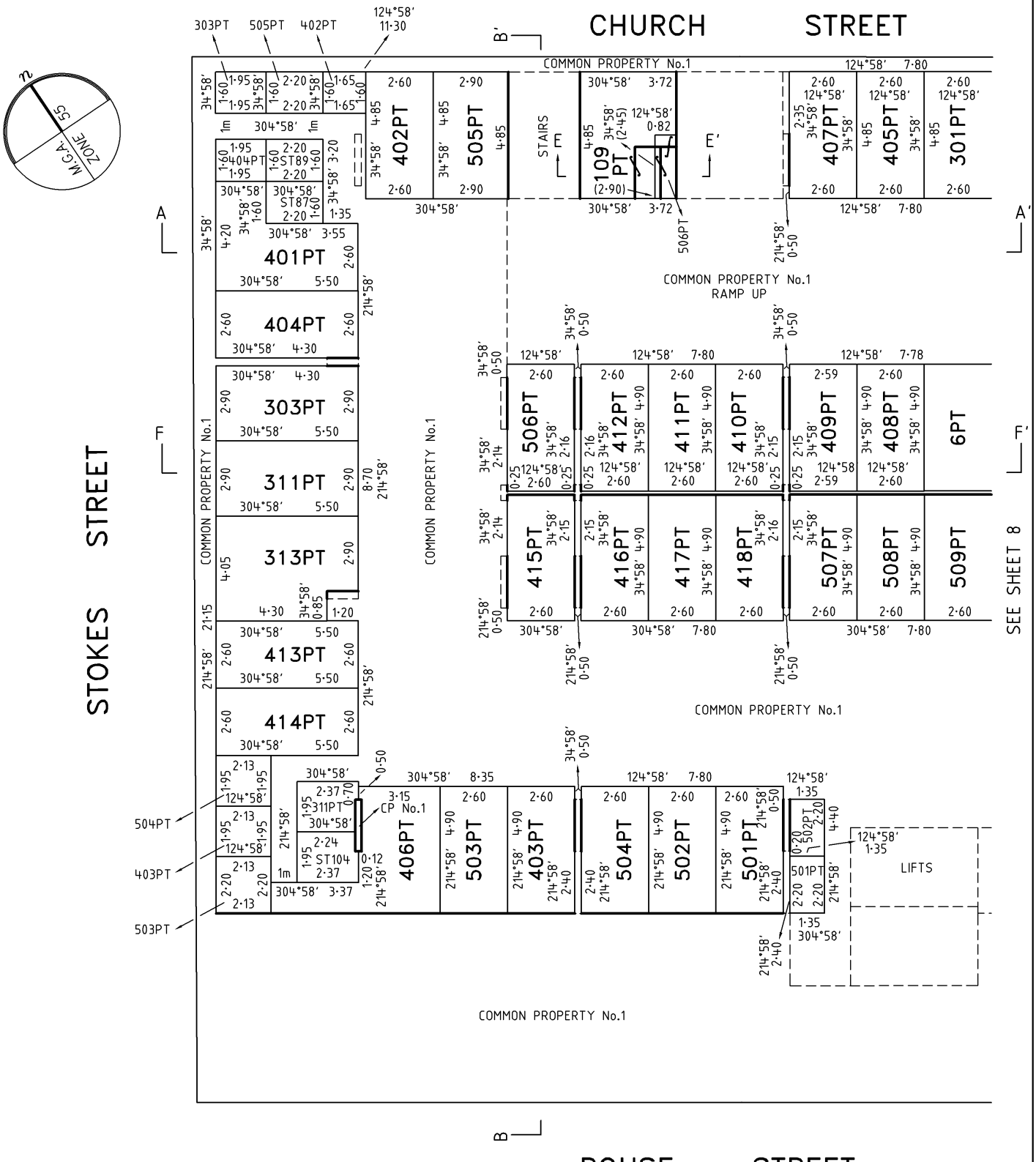
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Plan Number

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BASEMENT LEVEL
ENLARGEMENT 3

Sheet 7

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE 1·5 0 3 6

LENGTHS ARE IN METRES

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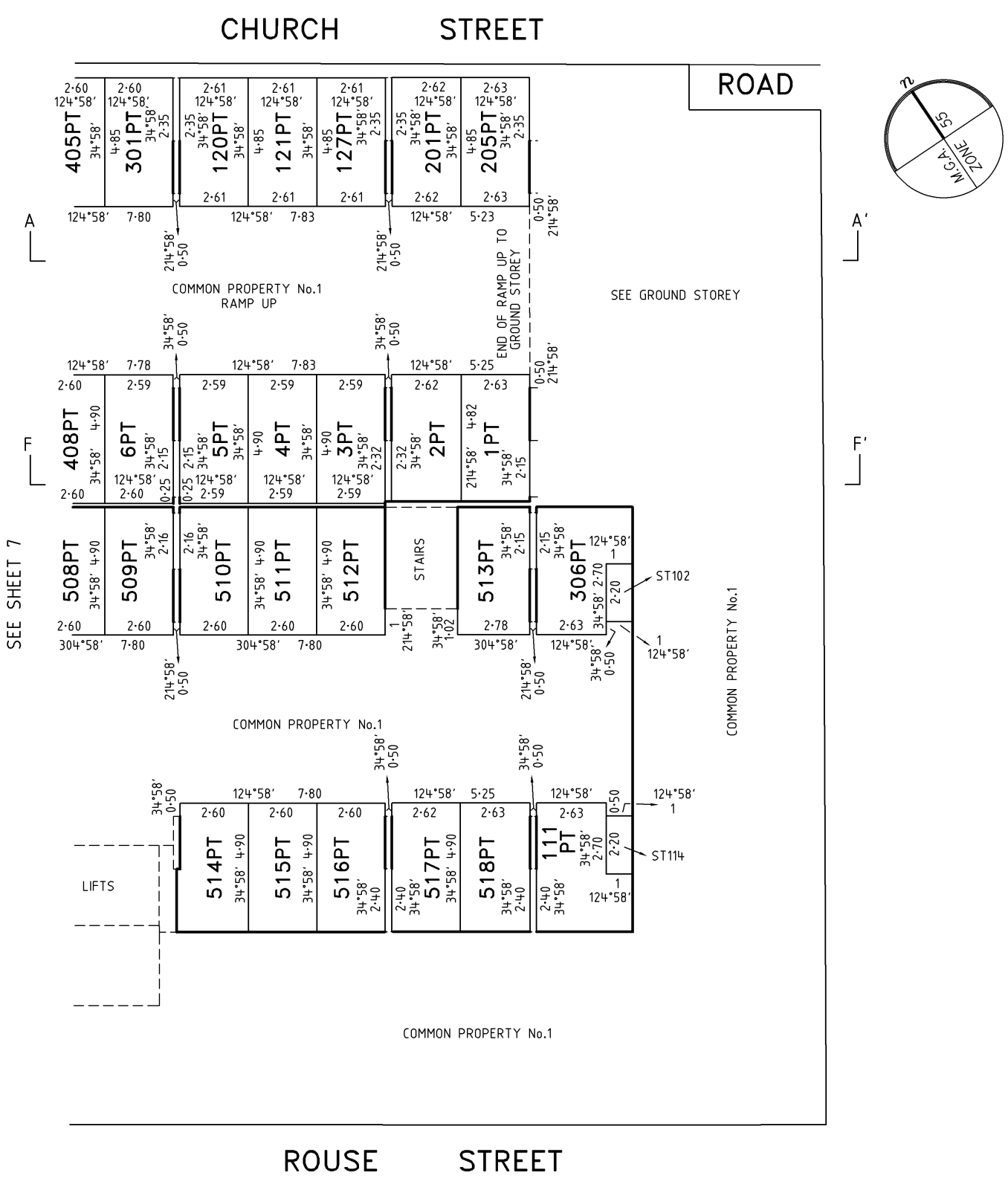
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BASEMENT LEVEL
ENLARGEMENT 4

Sheet 8

ORIGINAL

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SHEET SIZE A3

SCALE 1·5 0 3 6

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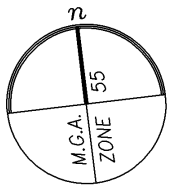
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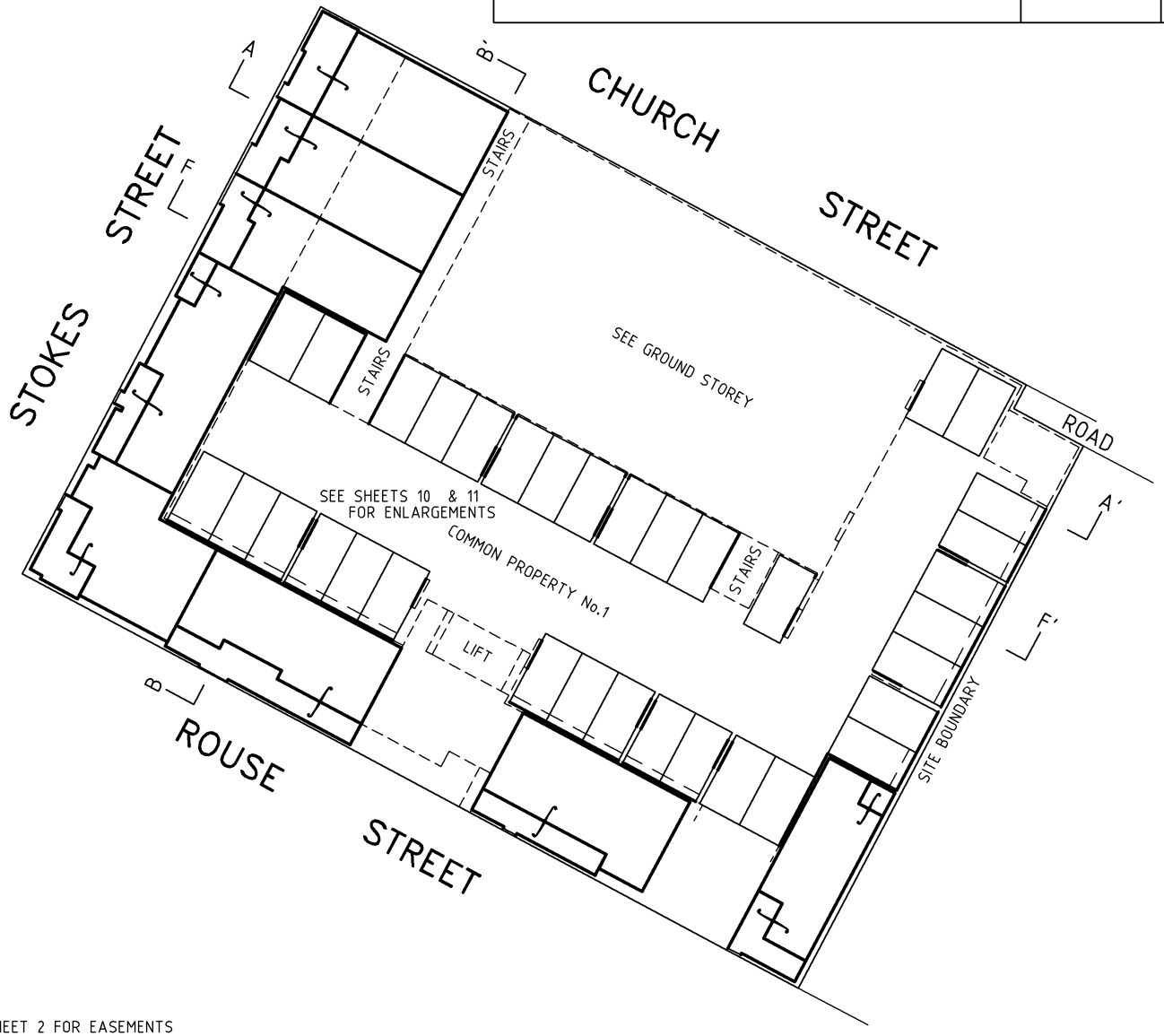
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PLAN OF SUBDIVISION

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

SCALE	SHEET SIZE
1:300	A3

SCALE

3 0 6 12

LENGTHS ARE IN METRES

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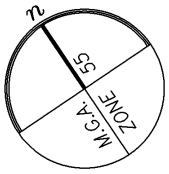
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 610984B



MEZZANINE LEVEL
ENLARGEMENT 5

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Sheet 10

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
1·5 0 3 6
LENGTHS ARE IN METRES

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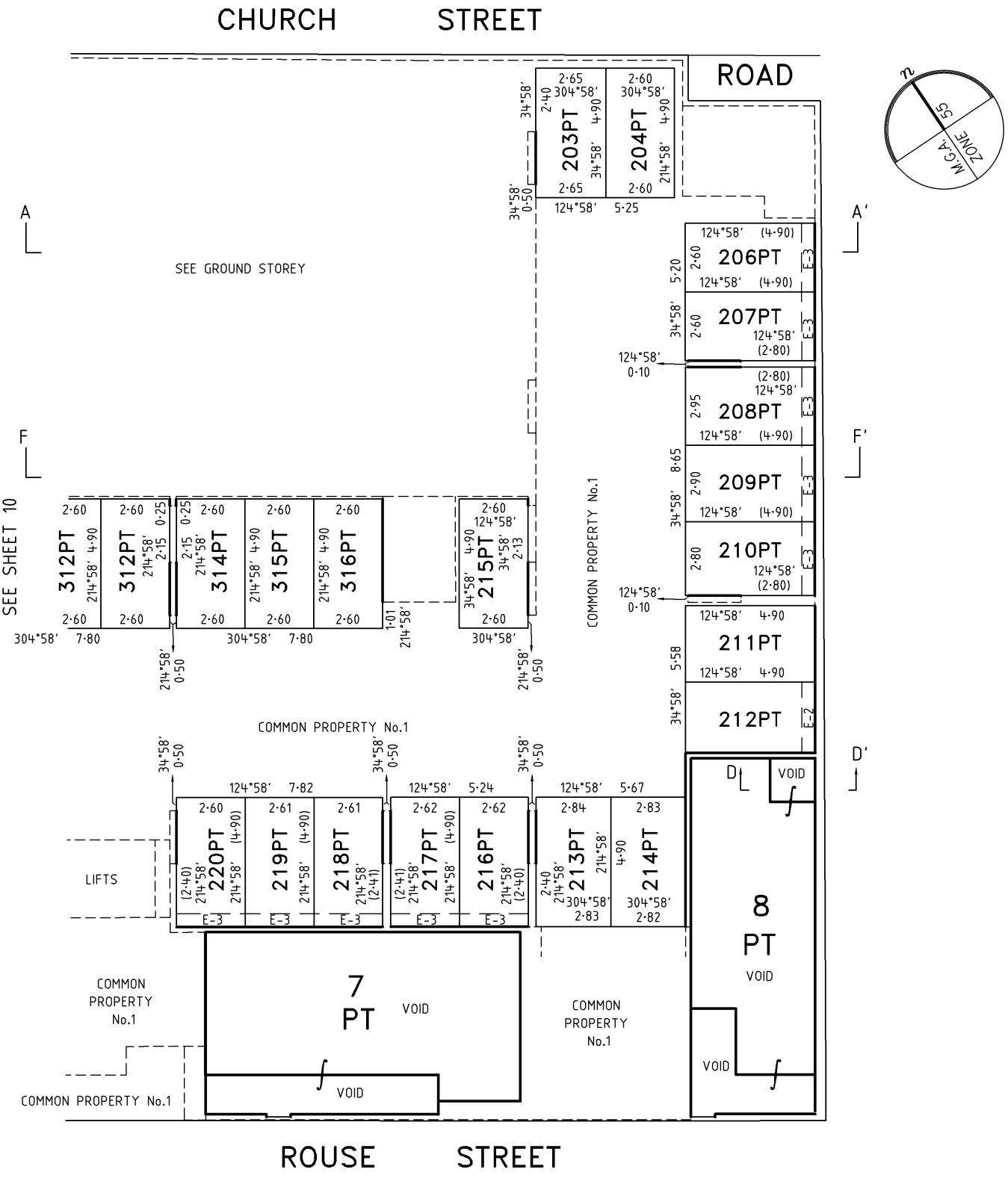
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B



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MEZZANINE LEVEL
ENLARGEMENT 6

Sheet 11

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE 1·5 0 3 6

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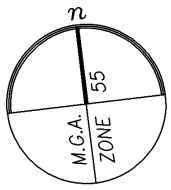
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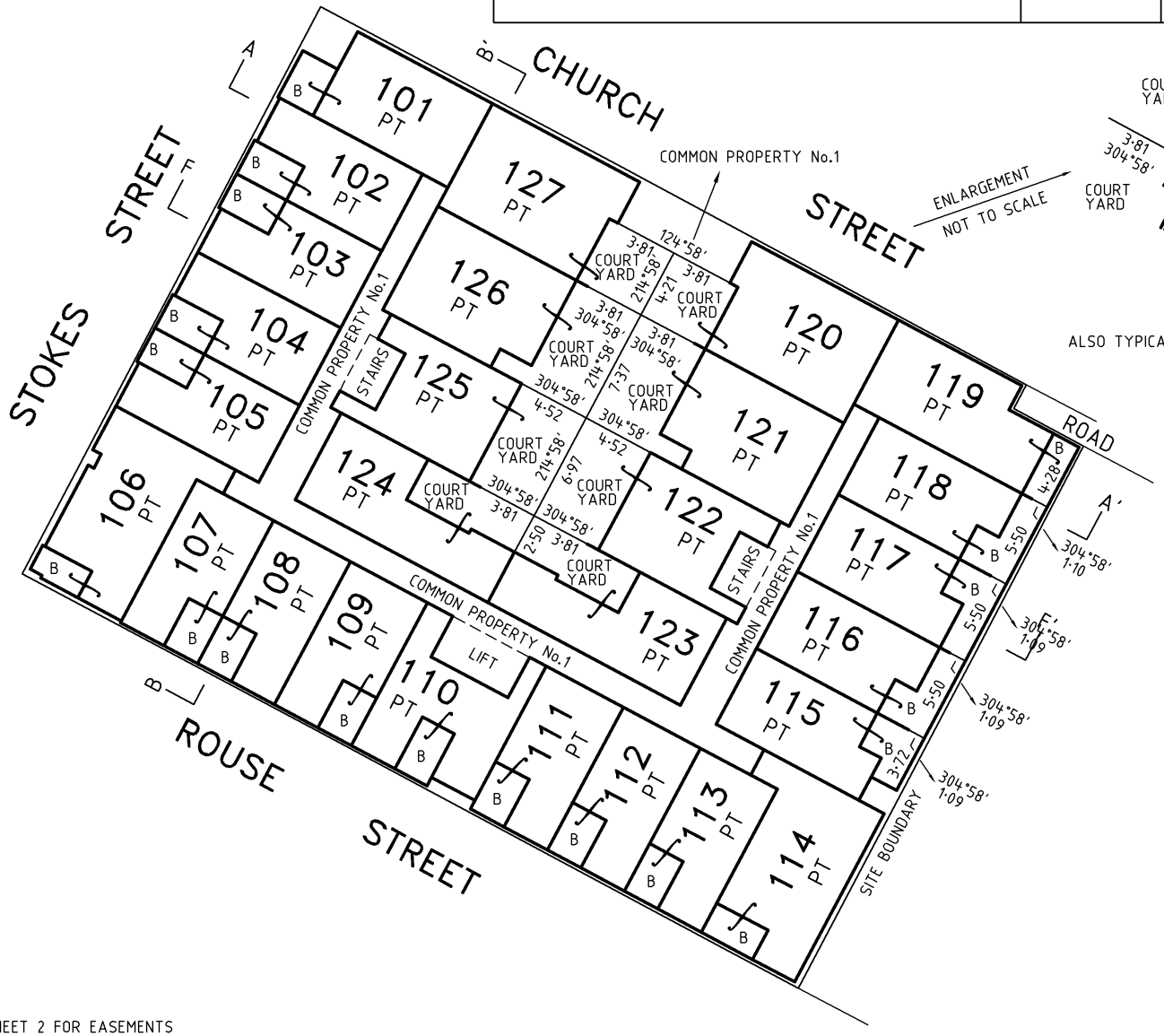
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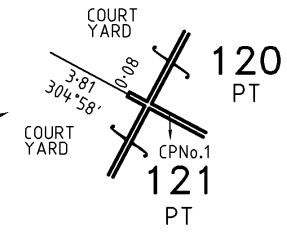
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 610984B







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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LENGTHS ARE IN METRES

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REF 5778003
DWG 577800AD 31/07/09 VERSION D

. . . . . .
DATE / /
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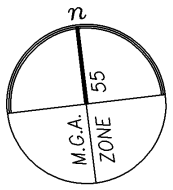
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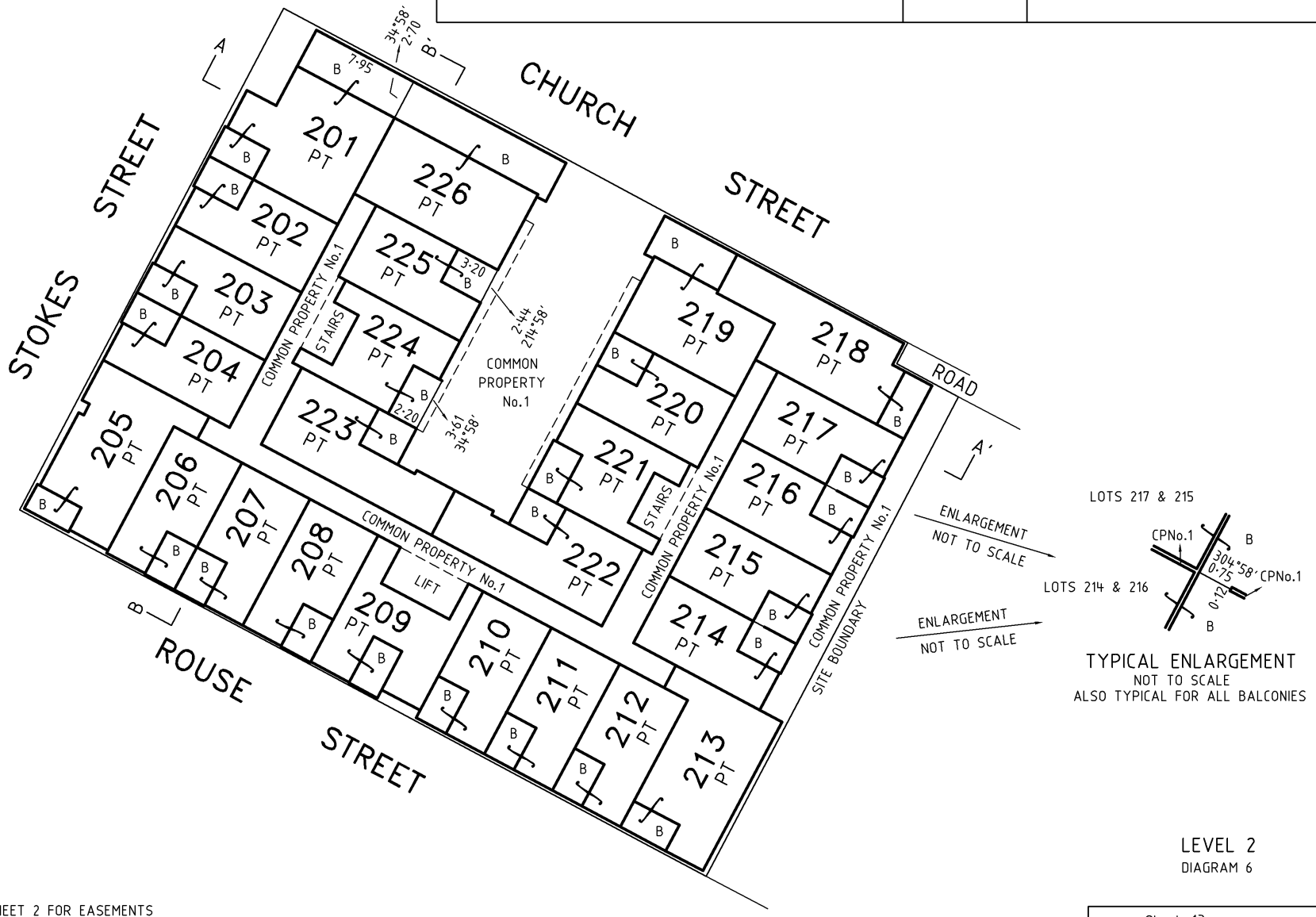
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B





TYPICAL ENLARGEMENT
NOT TO SCALE
ALSO TYPICAL FOR ALL BALCONIES

LEVEL 2
DIAGRAM 6

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

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SCALE

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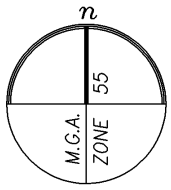
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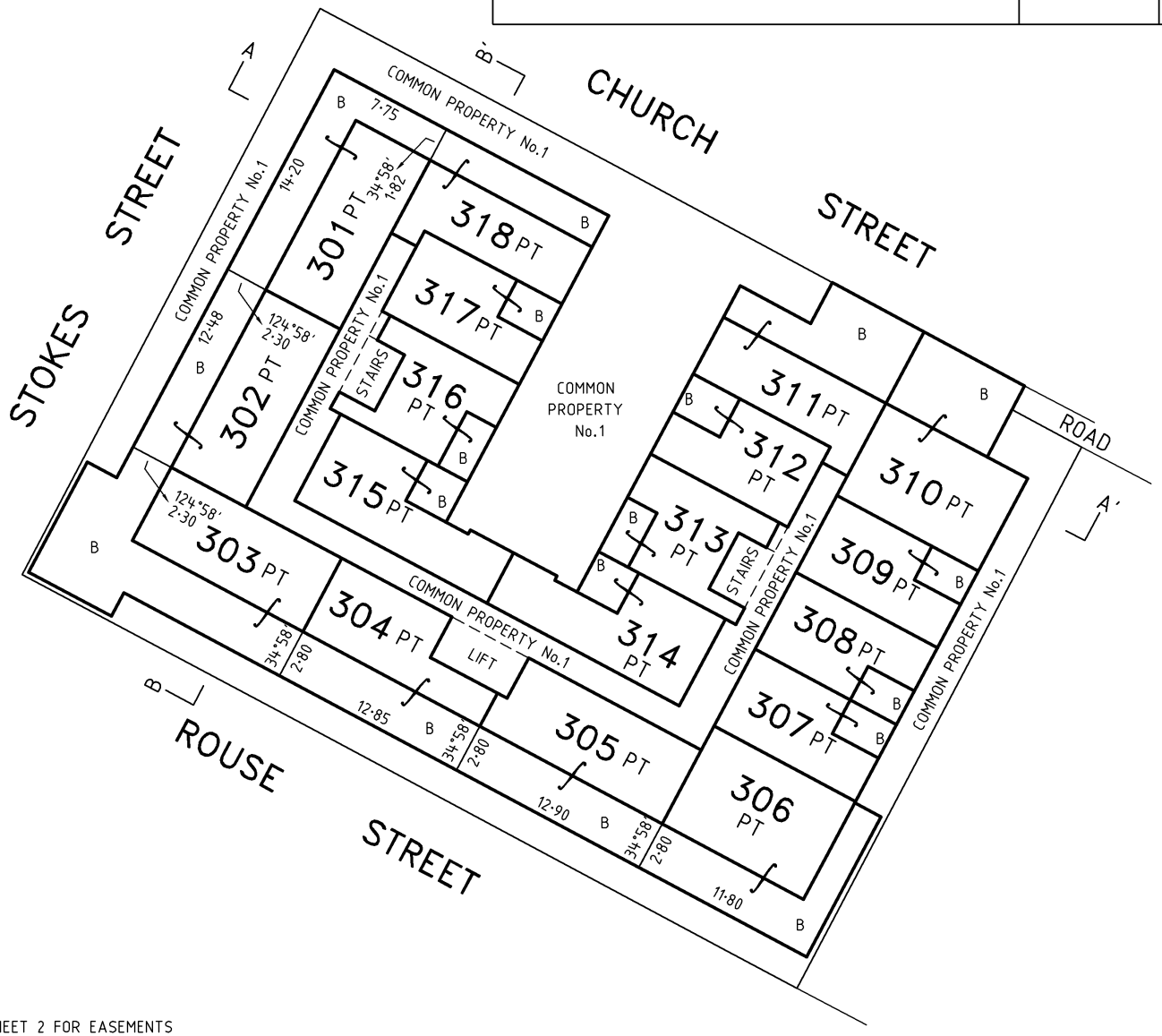
PLAN OF SUBDIVISION

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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SCALE

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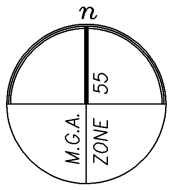
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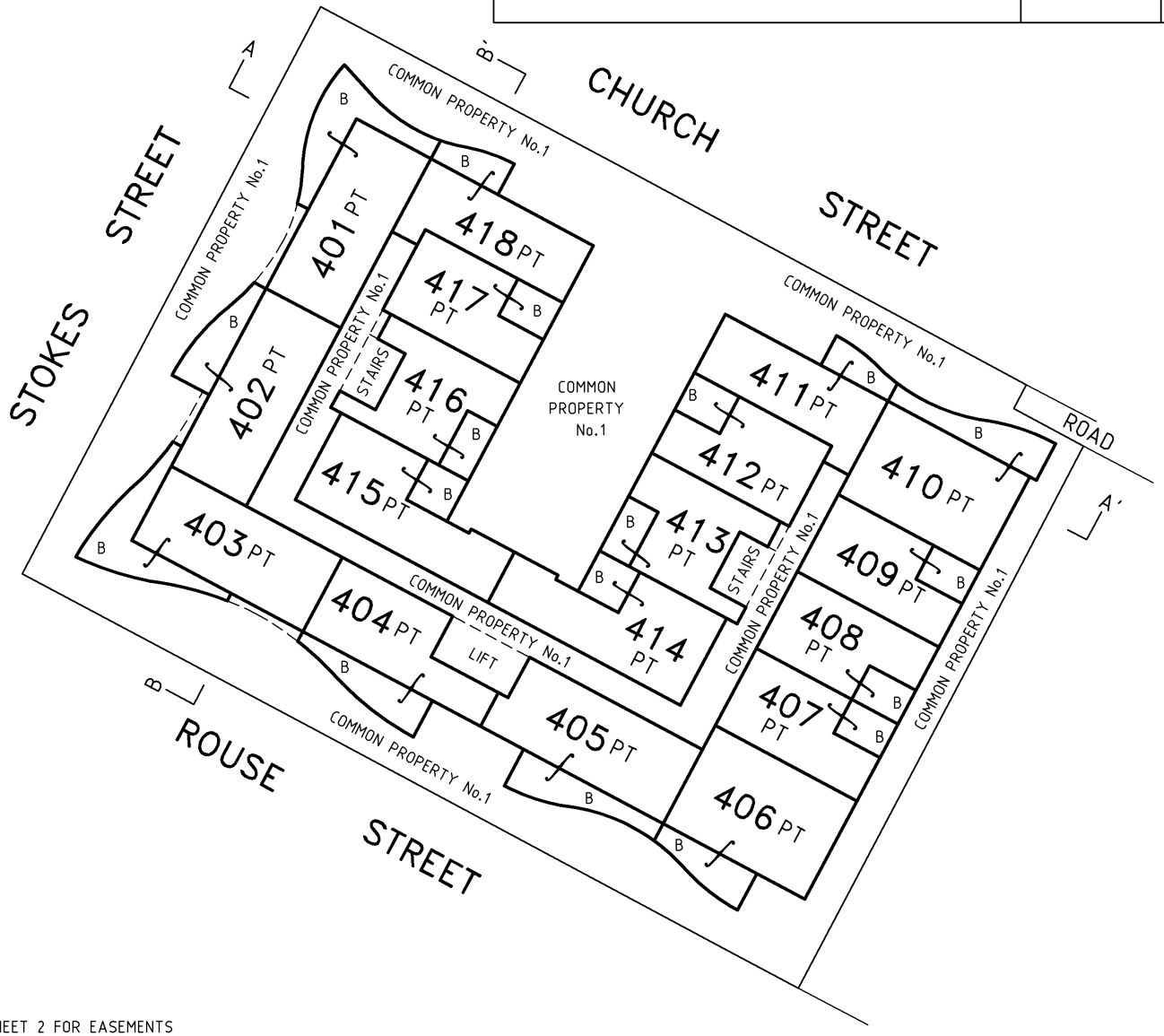
PLAN OF SUBDIVISION

Stage No.

Plan Number

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LEVEL 4
DIAGRAM 8

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

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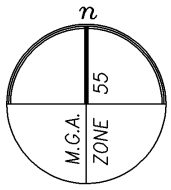
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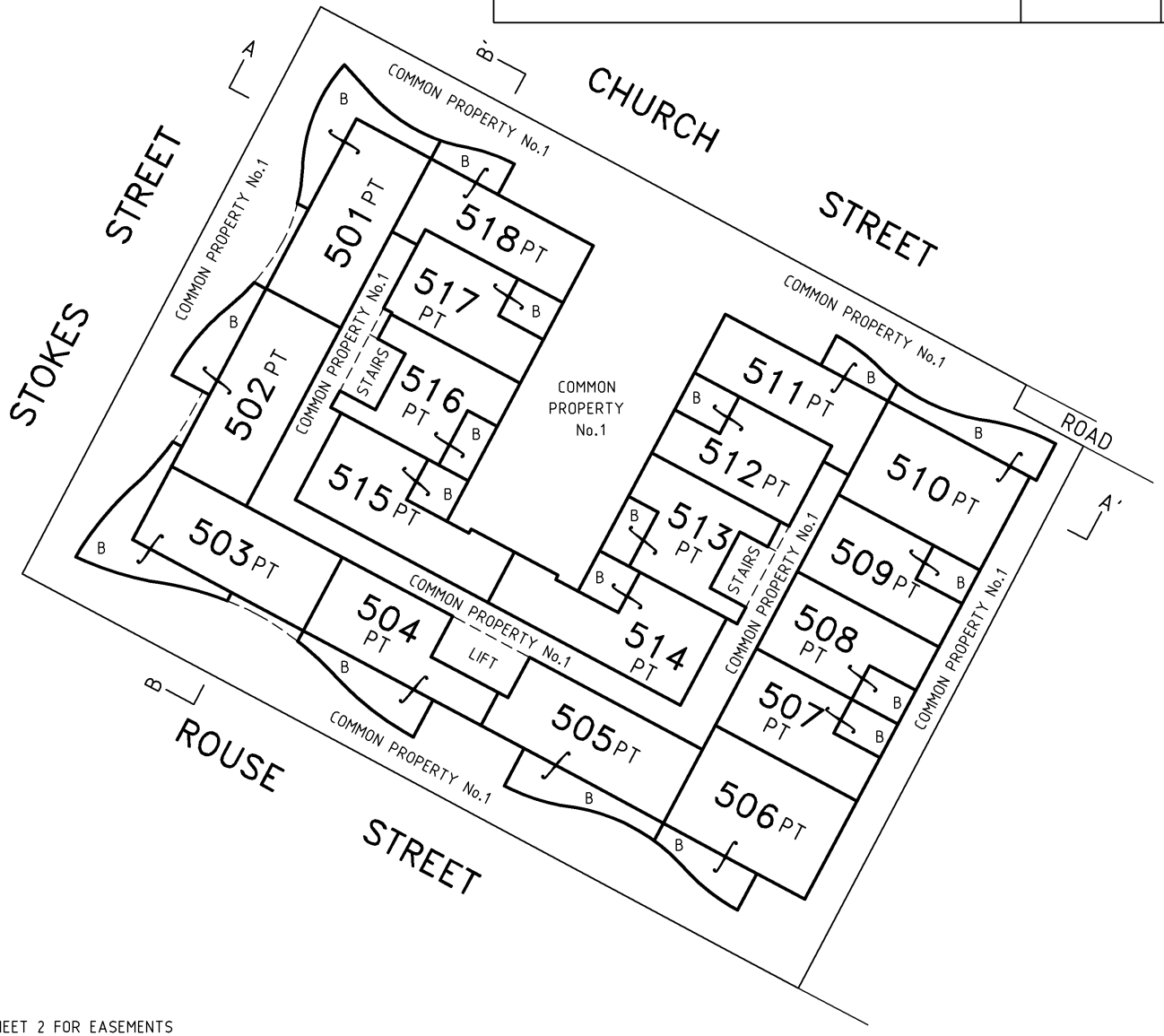
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B





LEVEL 5
DIAGRAM 9

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

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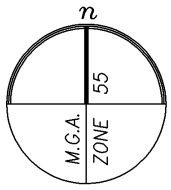
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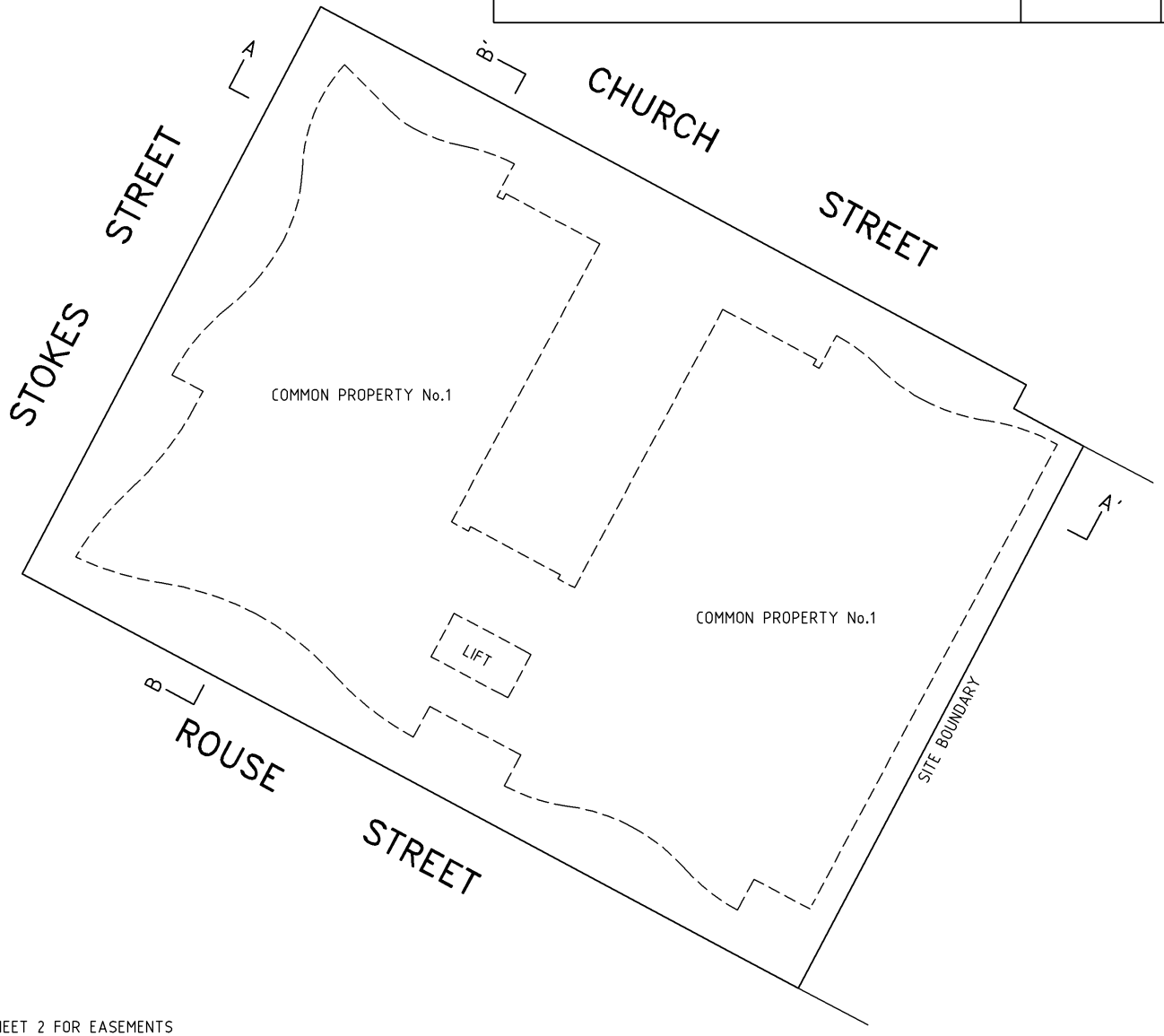
PLAN OF SUBDIVISION

Stage No.

Plan Number

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ROOF LEVEL

DIAGRAM 10

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

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LENGTHS ARE IN METRES

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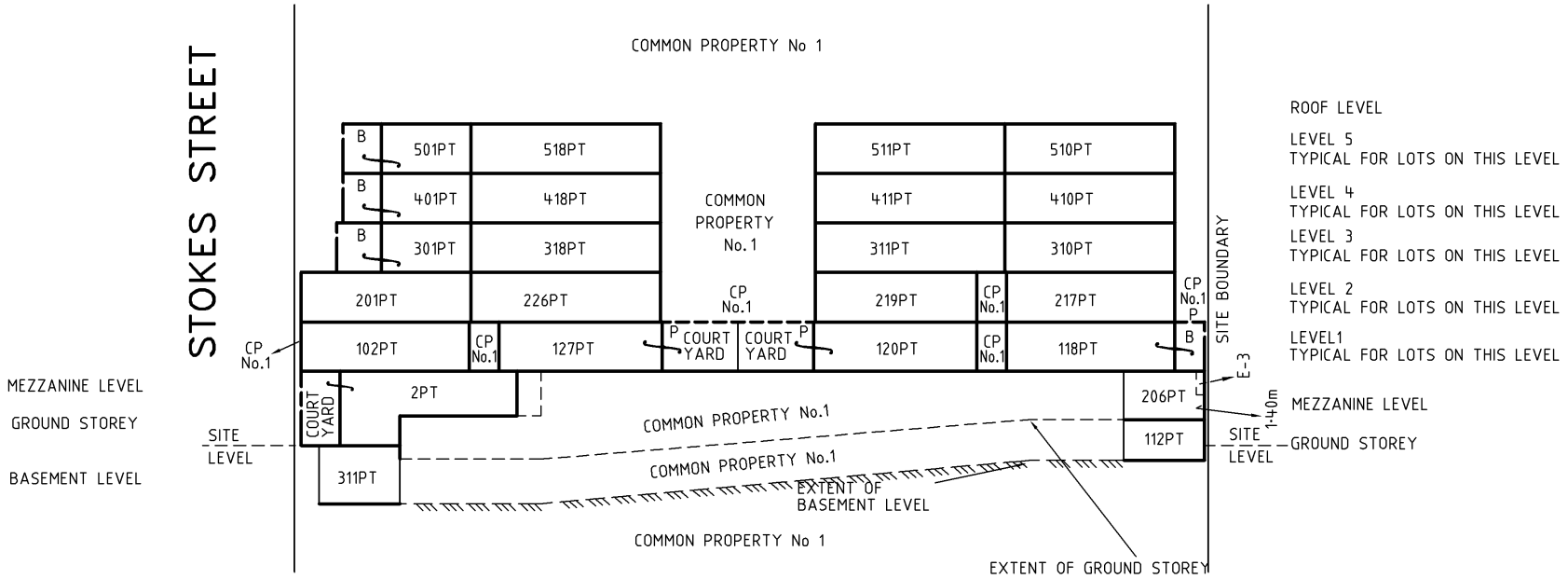
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PLAN OF SUBDIVISION

Stage No.	Plan Number
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SECTION A-A'
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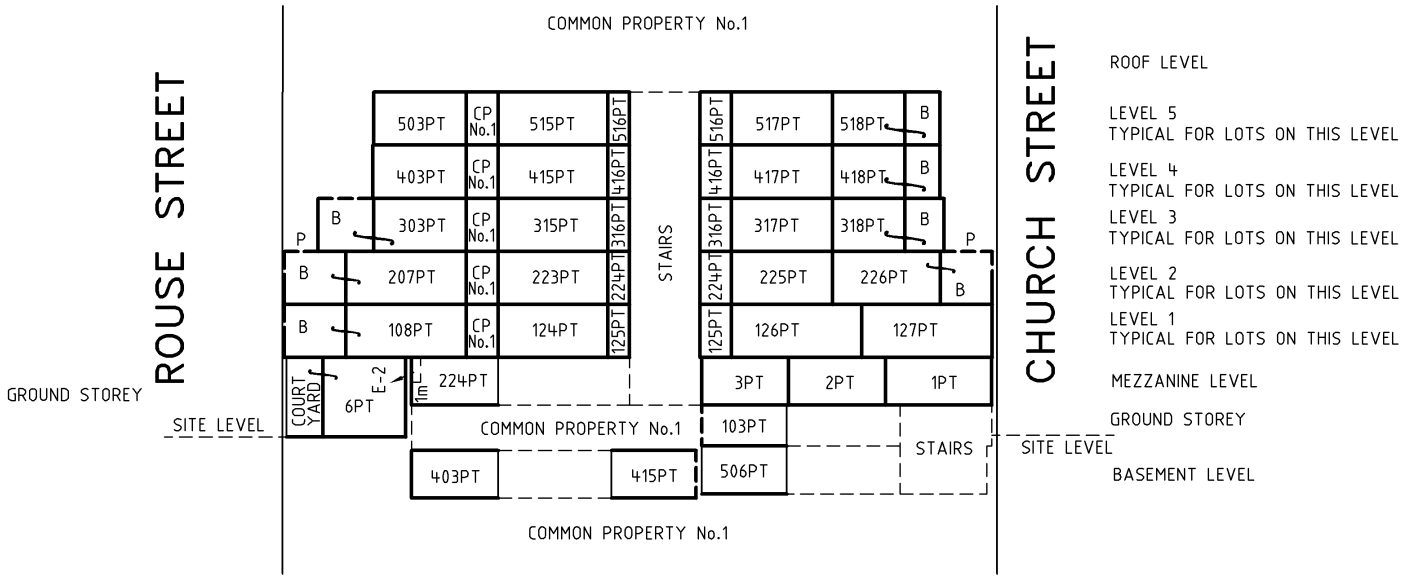
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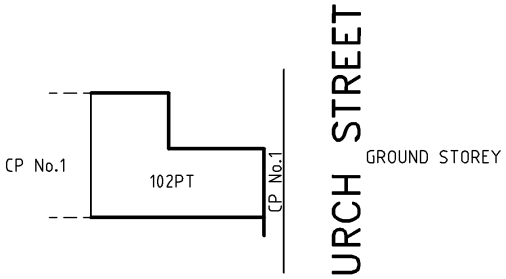
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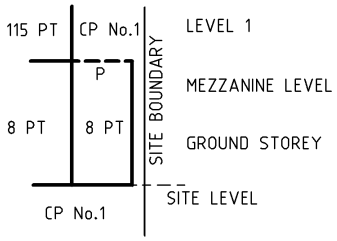
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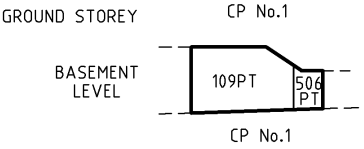
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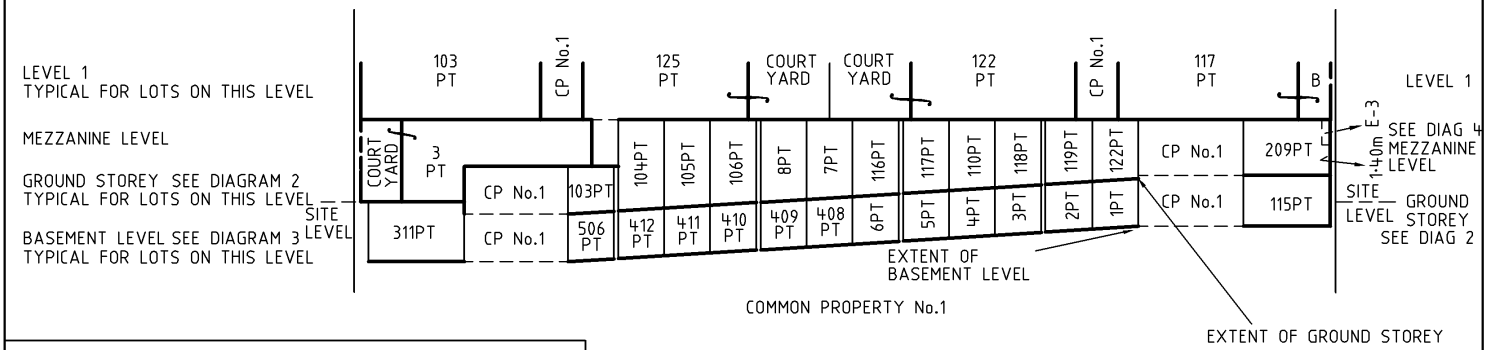
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ALSO TYPICAL FOR LOT 101



SECTION D-D'
NOT TO SCALE



SECTION E-E'
NOT TO SCALE



SECTION F-F'
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Sheet 19

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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.

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Document Identification	**PS610984B**
Number of Pages (excluding this cover sheet)	**20**
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PLAN OF SUBDIVISION

PS610984B

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, PORT MELBOURNE (at time of subdivision)
MGA Co–ordinates (of approx. centre of land in plan) E 318450 N 5809900 Zone: 55

Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref: S/42/2009

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

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. PD413/2009

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

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Arnold Chivers
DATE 12 AUG 2009
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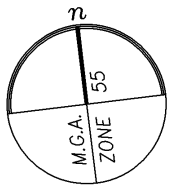
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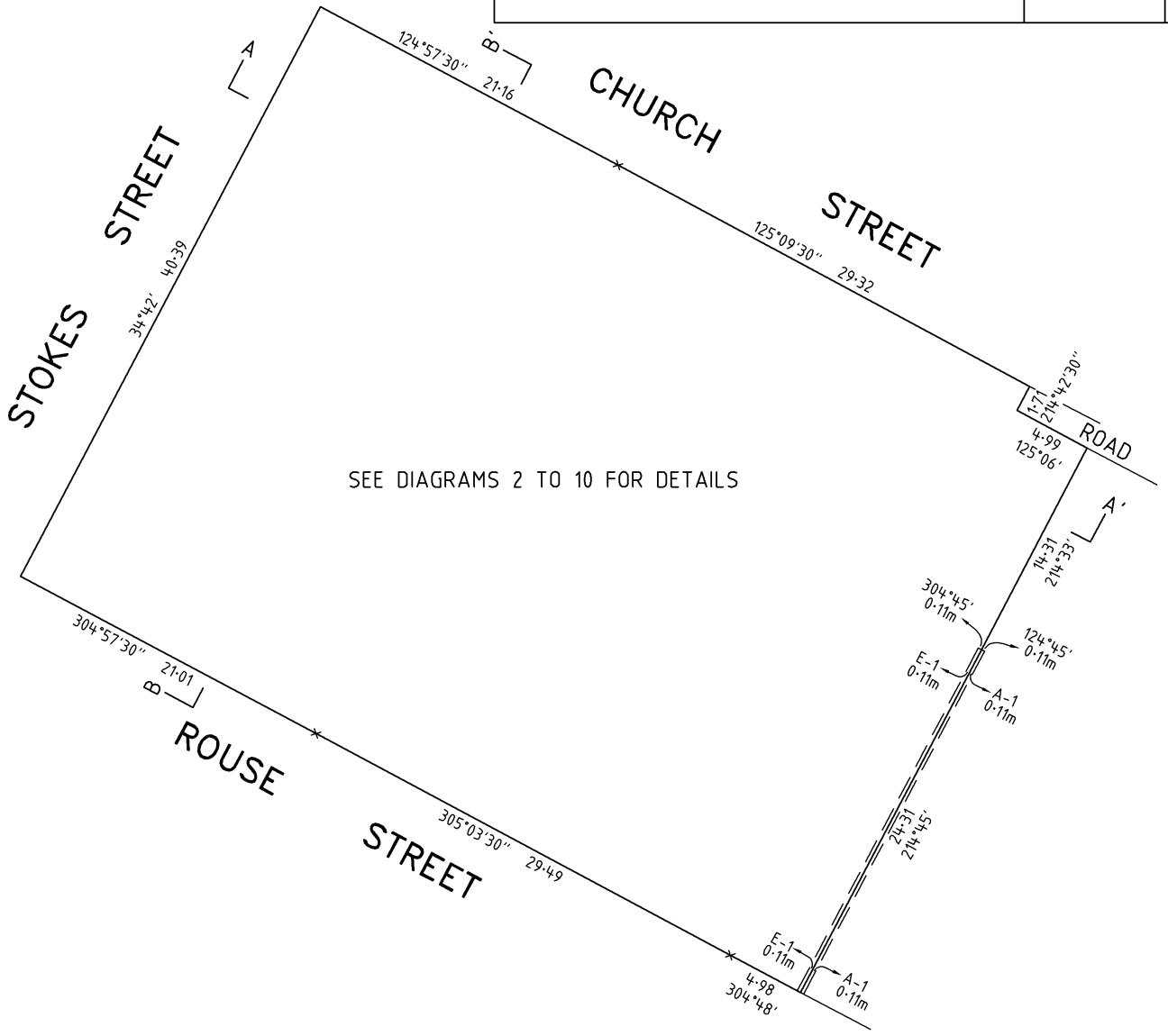
PLAN OF SUBDIVISION

Stage No.

Plan Number

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SITE DIAGRAM
DIAGRAM 1

Sheet 2

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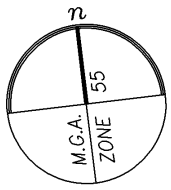
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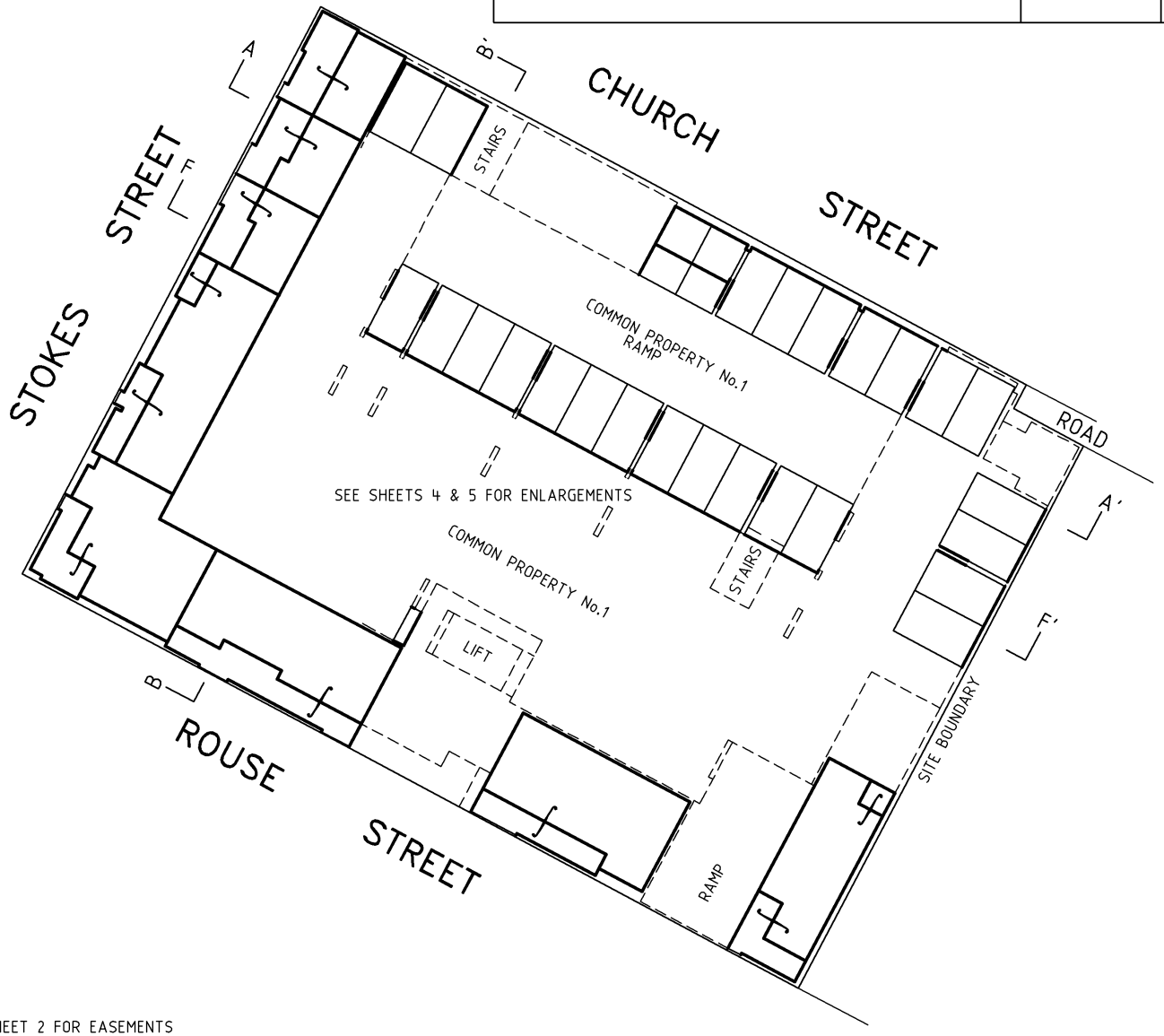
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PLAN OF SUBDIVISION

Stage No.	Plan Number
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GROUND LEVEL &
GROUND STOREY
DIAGRAM 2
SEE SHEETS 4 & 5 FOR ENLARGEMENTS

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

Sheet 3

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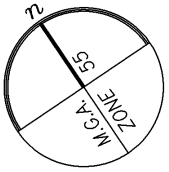
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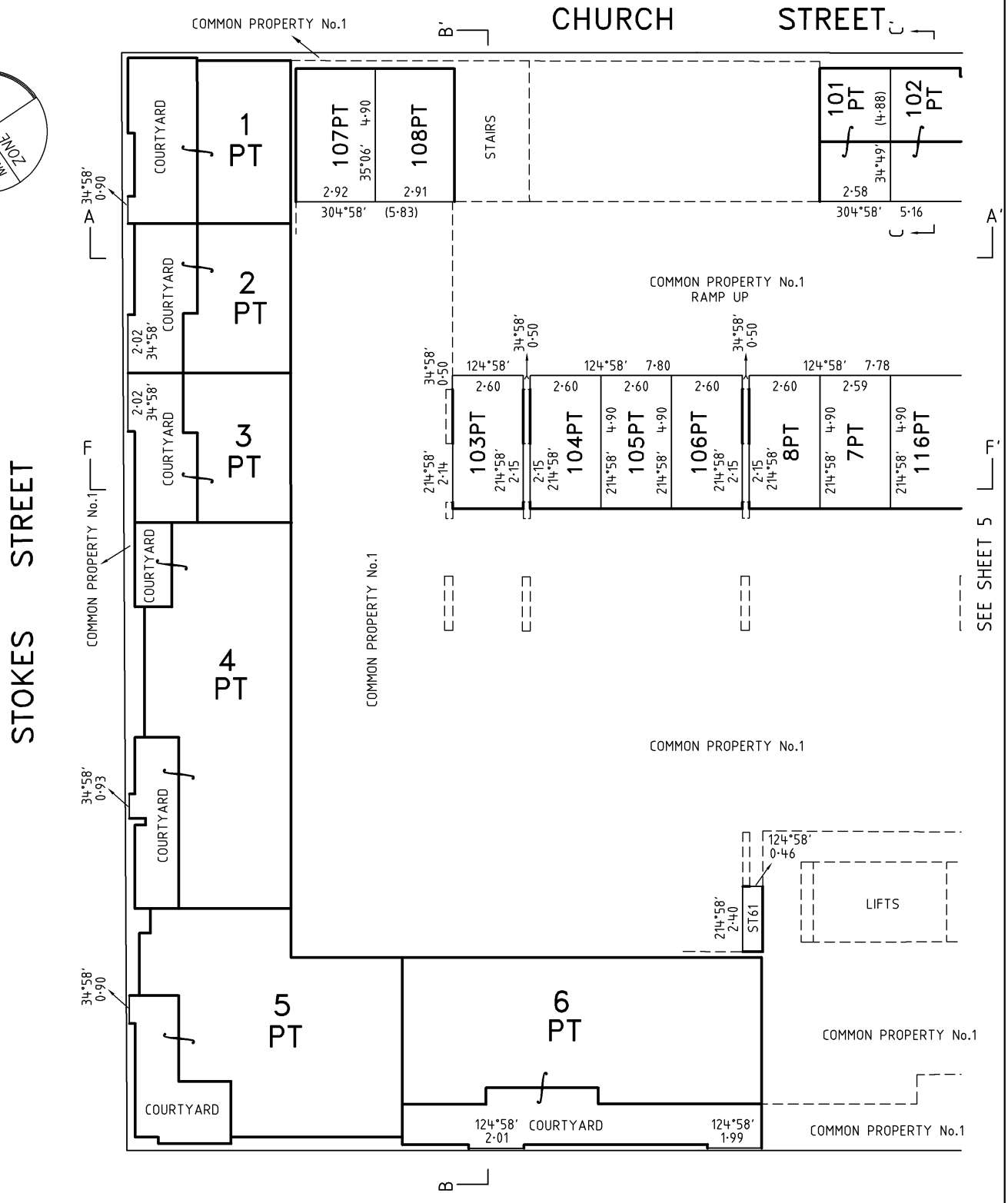
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Plan Number

PS 610984B





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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND STOREY
ENLARGEMENT 1

Sheet 4

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

REF 5778003
DWG 577800AD
31/07/09
VERSION D

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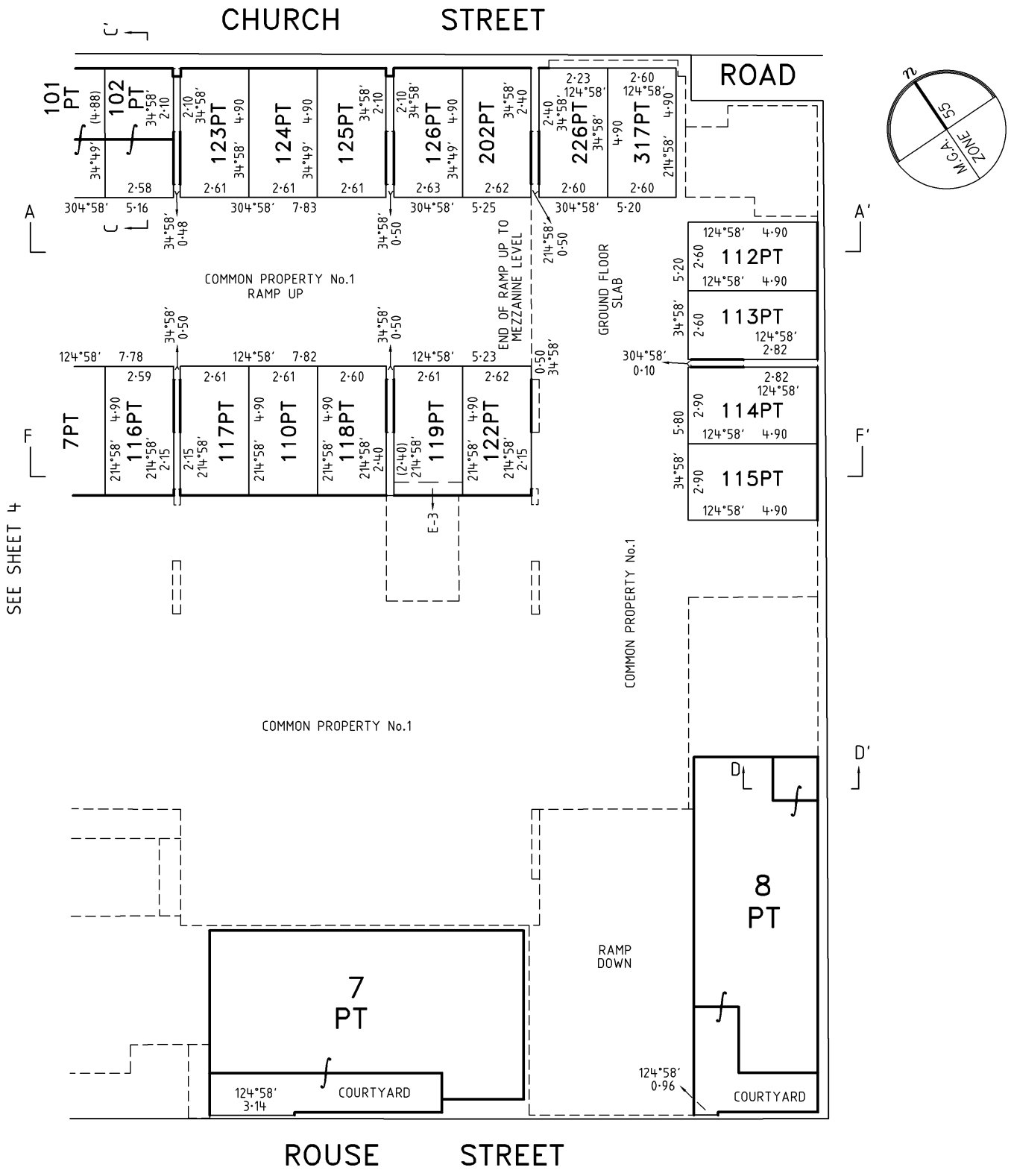
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COUNCIL DELEGATE SIGNATURE

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

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LENGTHS ARE IN METRES

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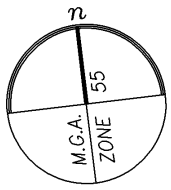
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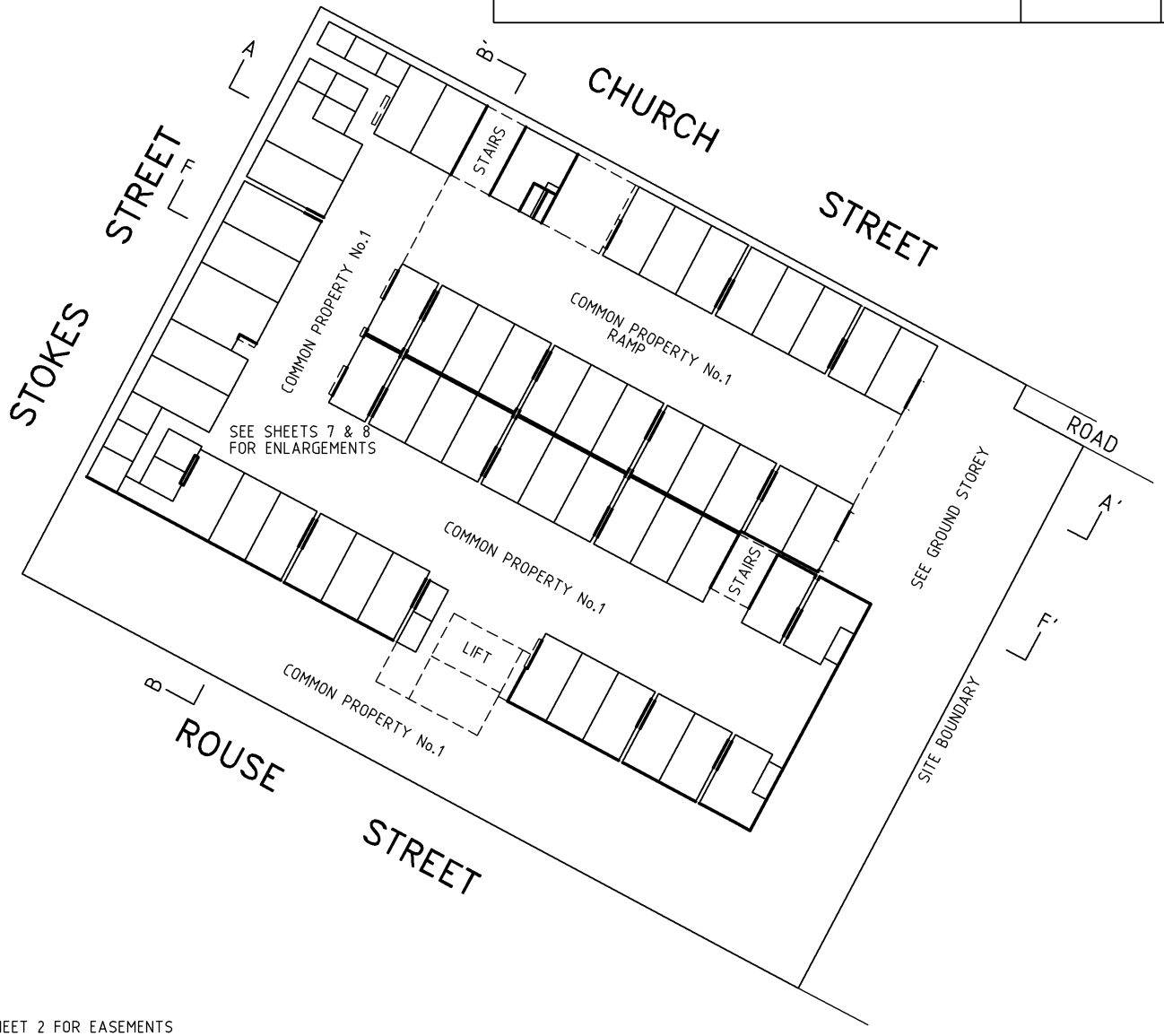
PLAN OF SUBDIVISION

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

SCALE 1:300

SHEET SIZE A3

SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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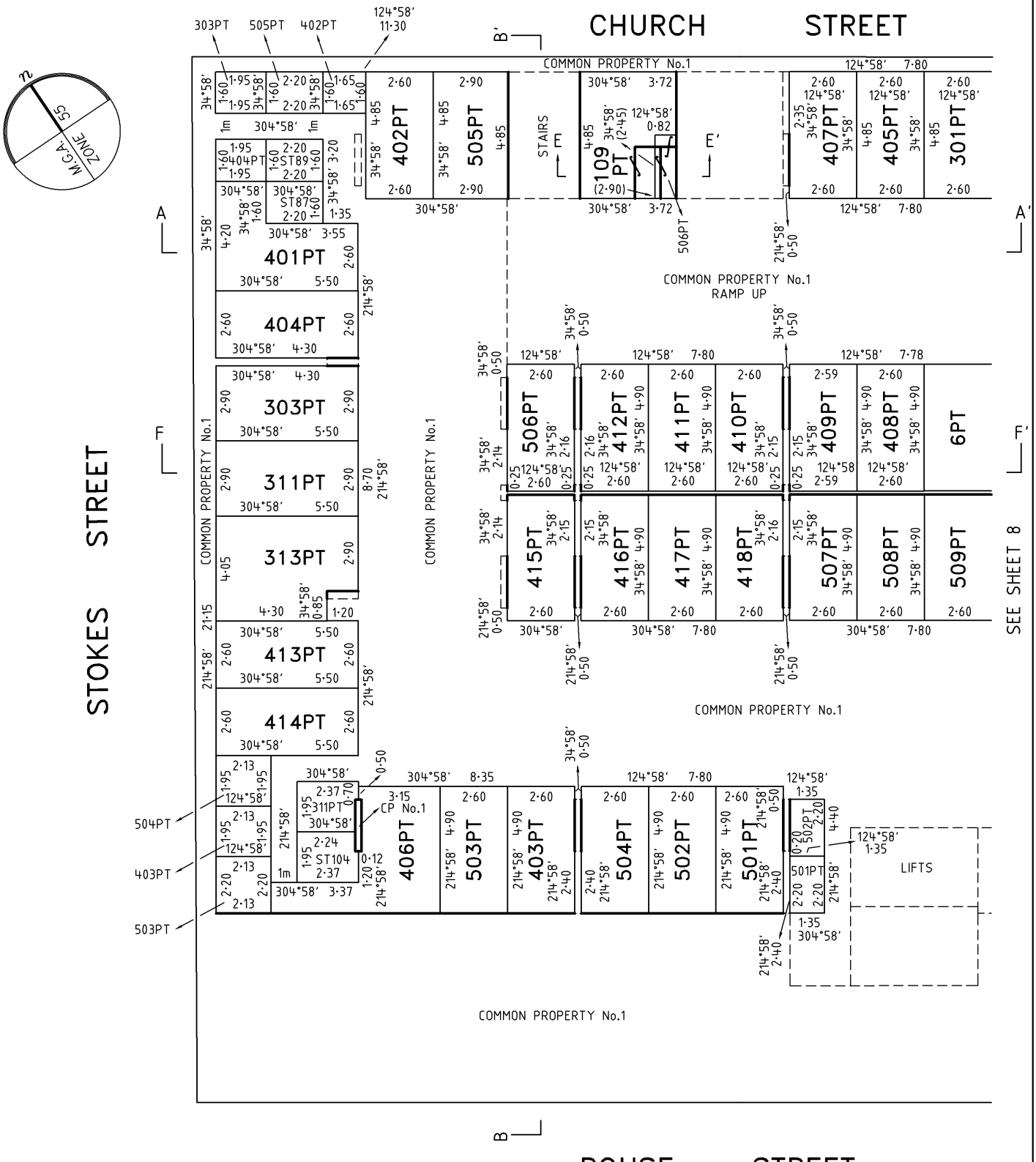
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B



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BASEMENT LEVEL
ENLARGEMENT 3

Sheet 7

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE 1·5 0 3 6

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE . . . . . DATE / /

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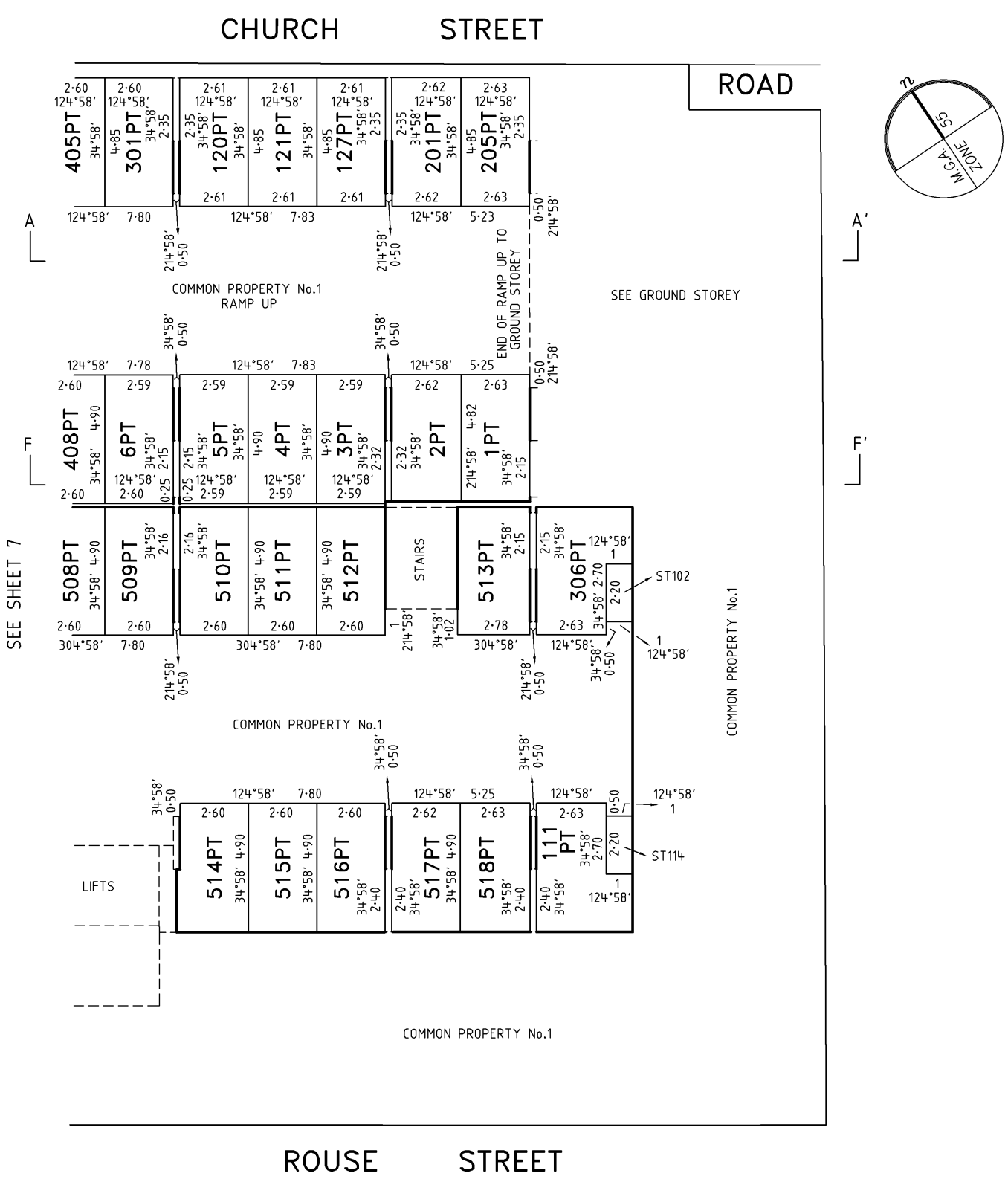
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PLAN OF SUBDIVISION

Stage No.

Plan Number

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BASEMENT LEVEL
ENLARGEMENT 4

Sheet 8

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LENGTHS ARE IN METRES

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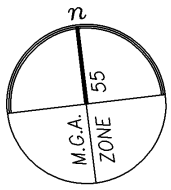
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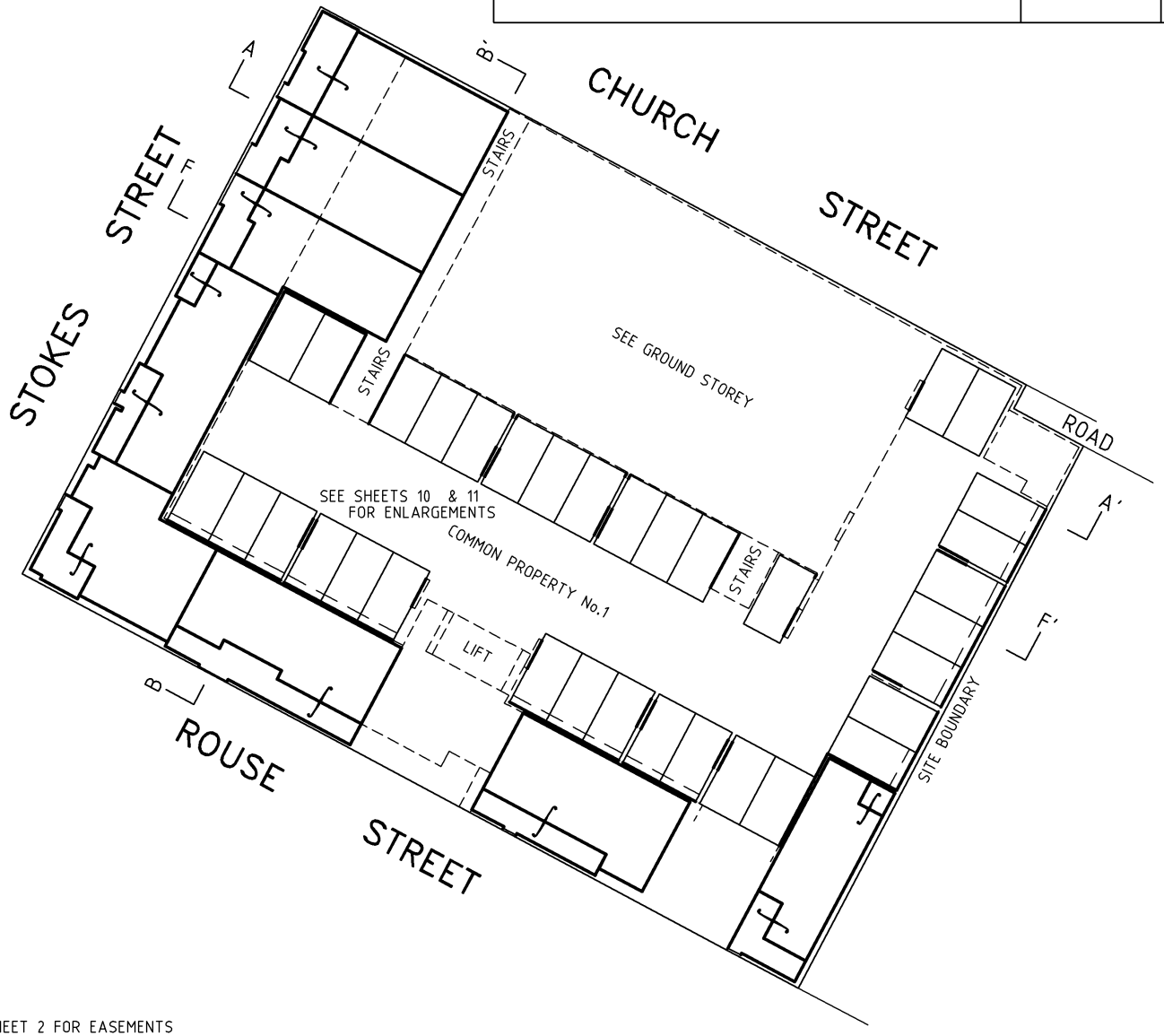
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Original sheet size A3

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

SCALE	SHEET SIZE
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SCALE

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LENGTHS ARE IN METRES

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DATE / /

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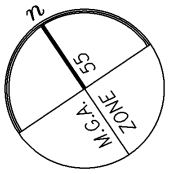
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PLAN OF SUBDIVISION

Stage No.

Plan Number
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MEZZANINE LEVEL
ENLARGEMENT 5

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Sheet 10

ORIGINAL

SCALE 1:150

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
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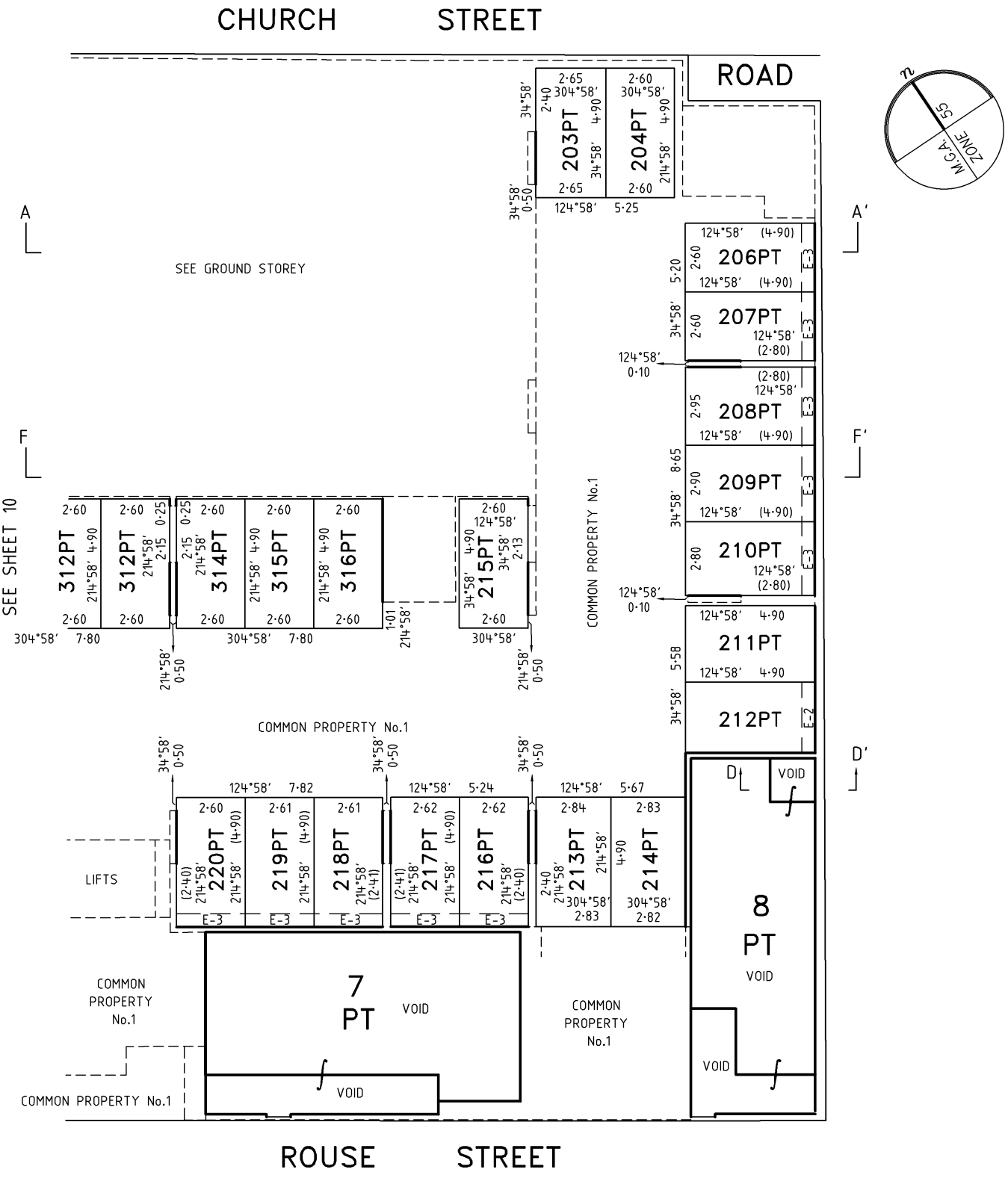
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PLAN OF SUBDIVISION

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Plan Number

PS 610984B



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MEZZANINE LEVEL
ENLARGEMENT 6

Sheet 11

ORIGINAL

SCALE 1:150

SHEET SIZE A3

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LENGTHS ARE IN METRES

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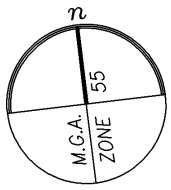
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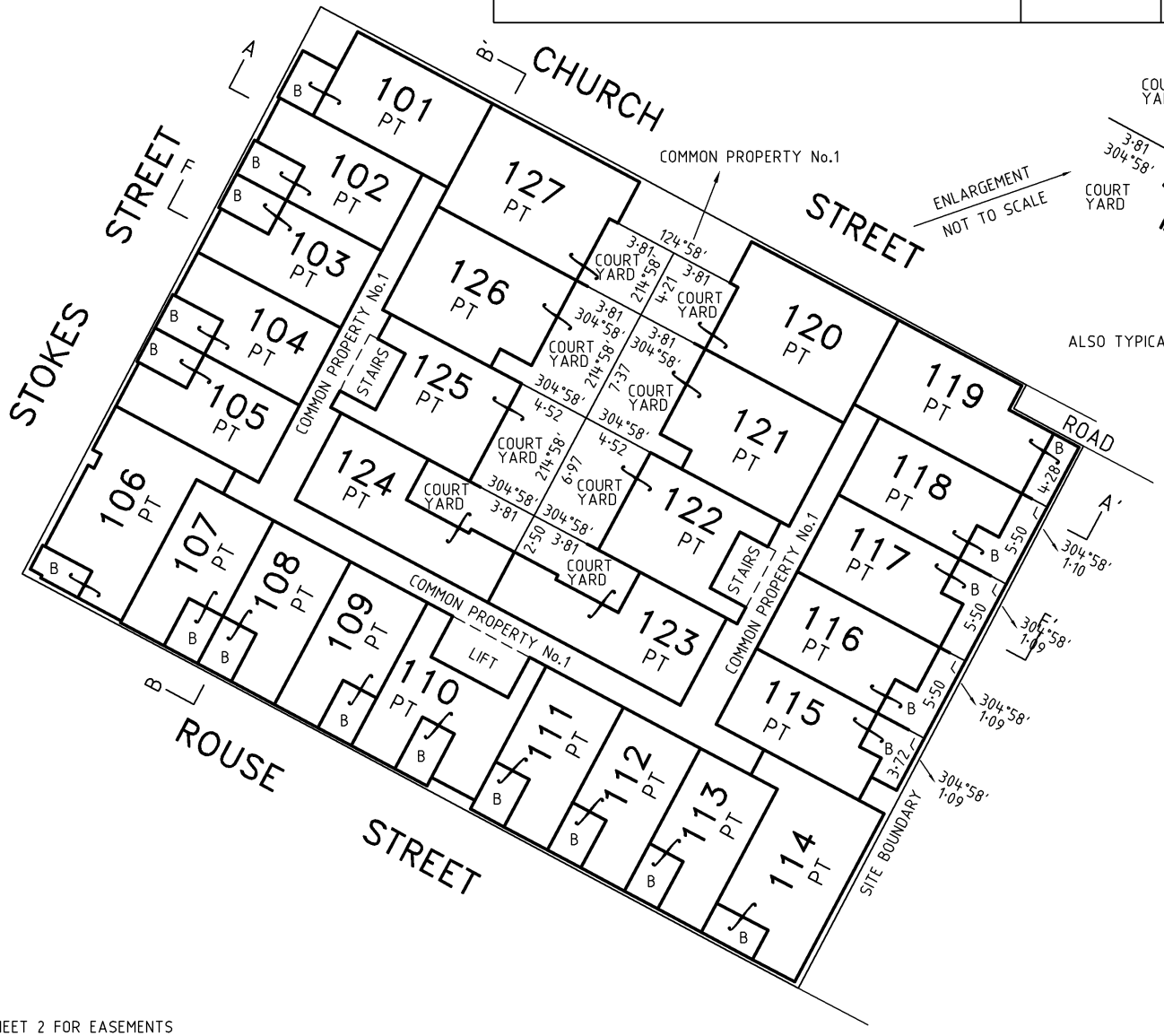
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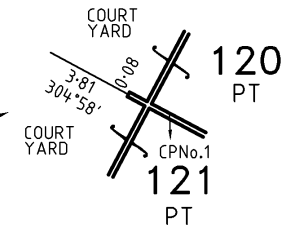
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PLAN OF SUBDIVISION

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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ORIGINAL	
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SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON
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DATE / /
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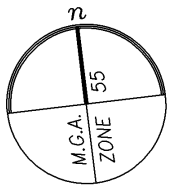
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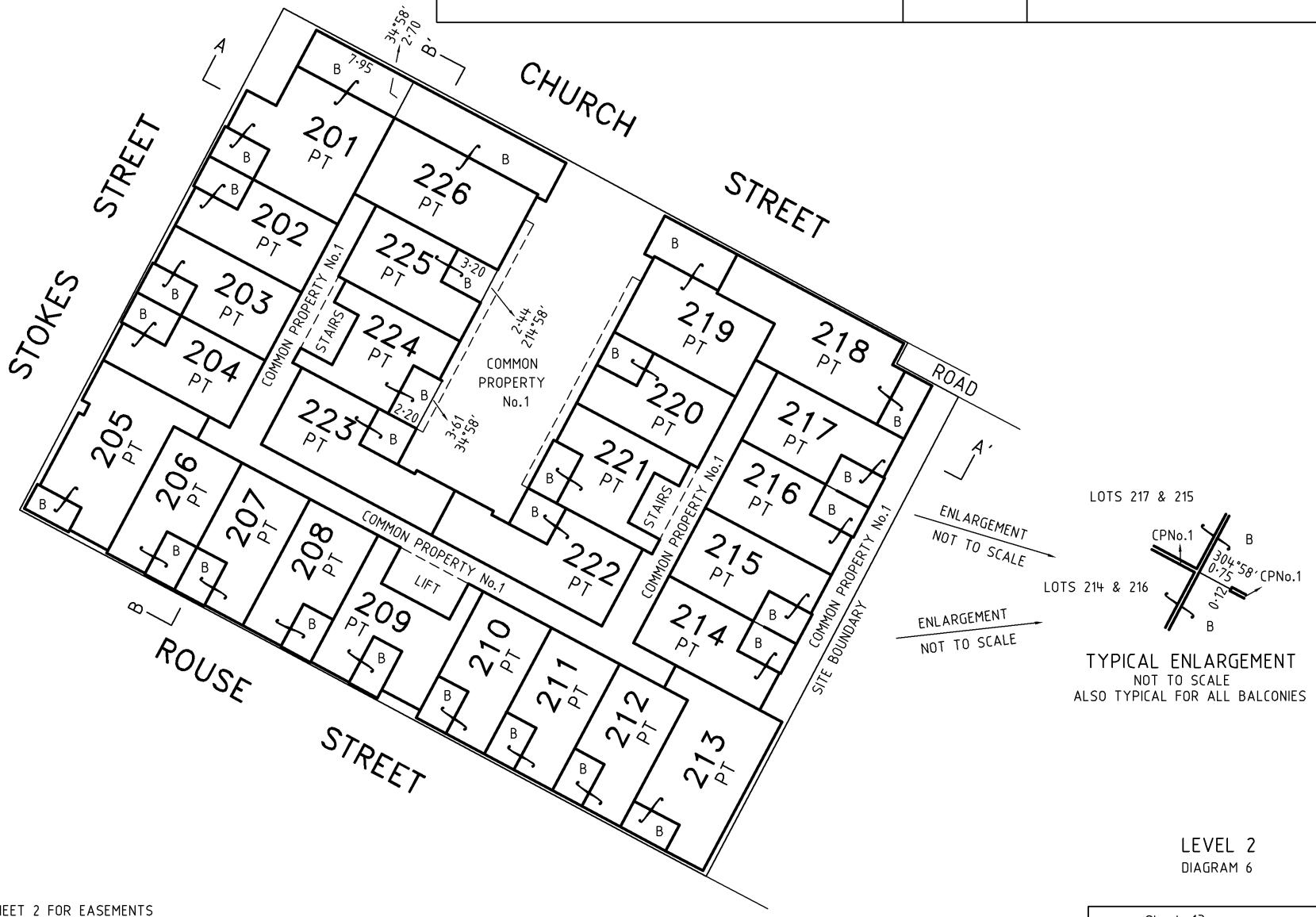
PLAN OF SUBDIVISION

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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SCALE

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LENGTHS ARE IN METRES

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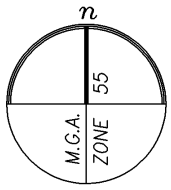
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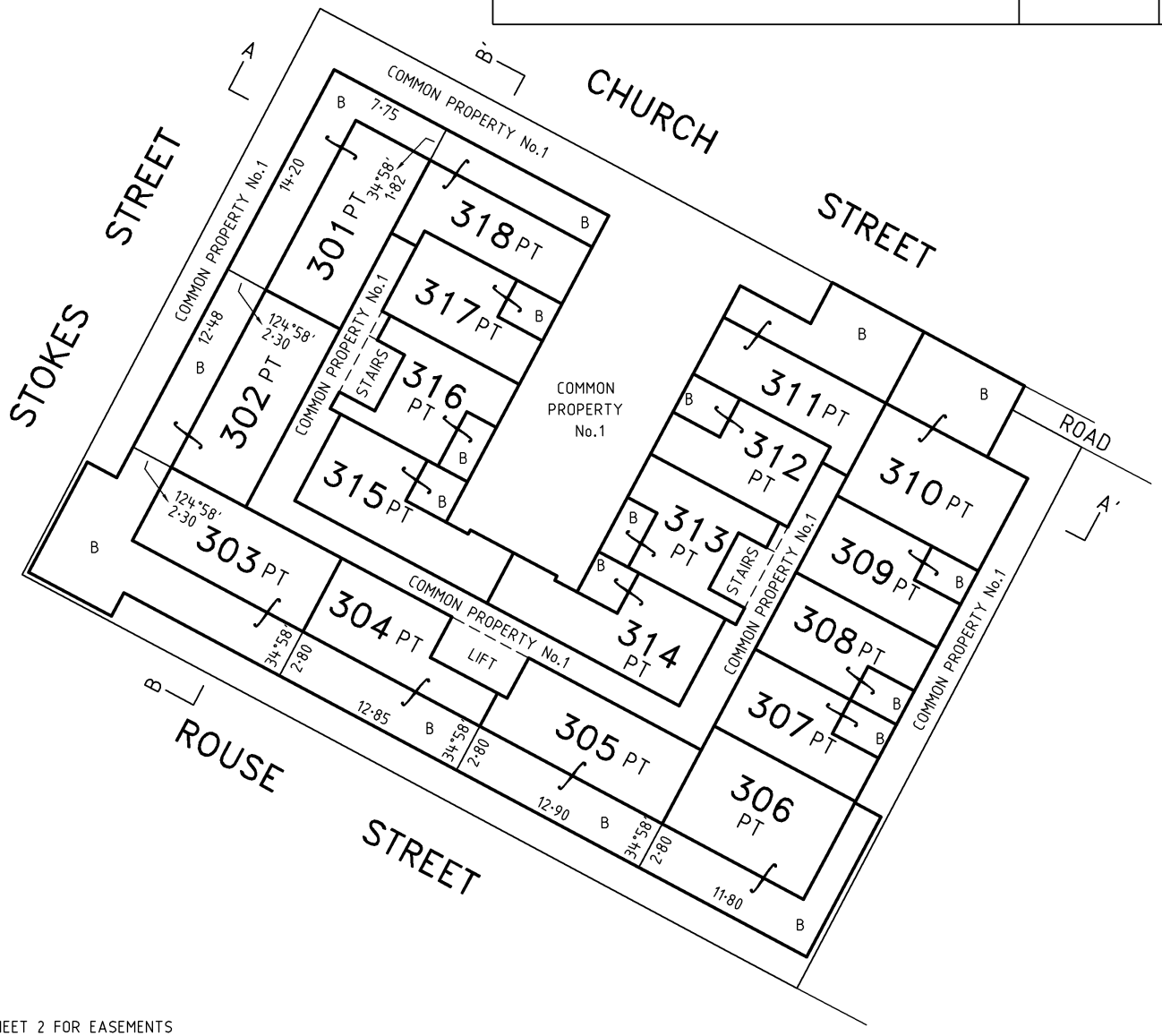
PLAN OF SUBDIVISION

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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ORIGINAL

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SCALE

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LENGTHS ARE IN METRES

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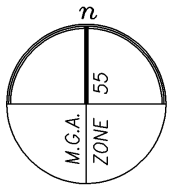
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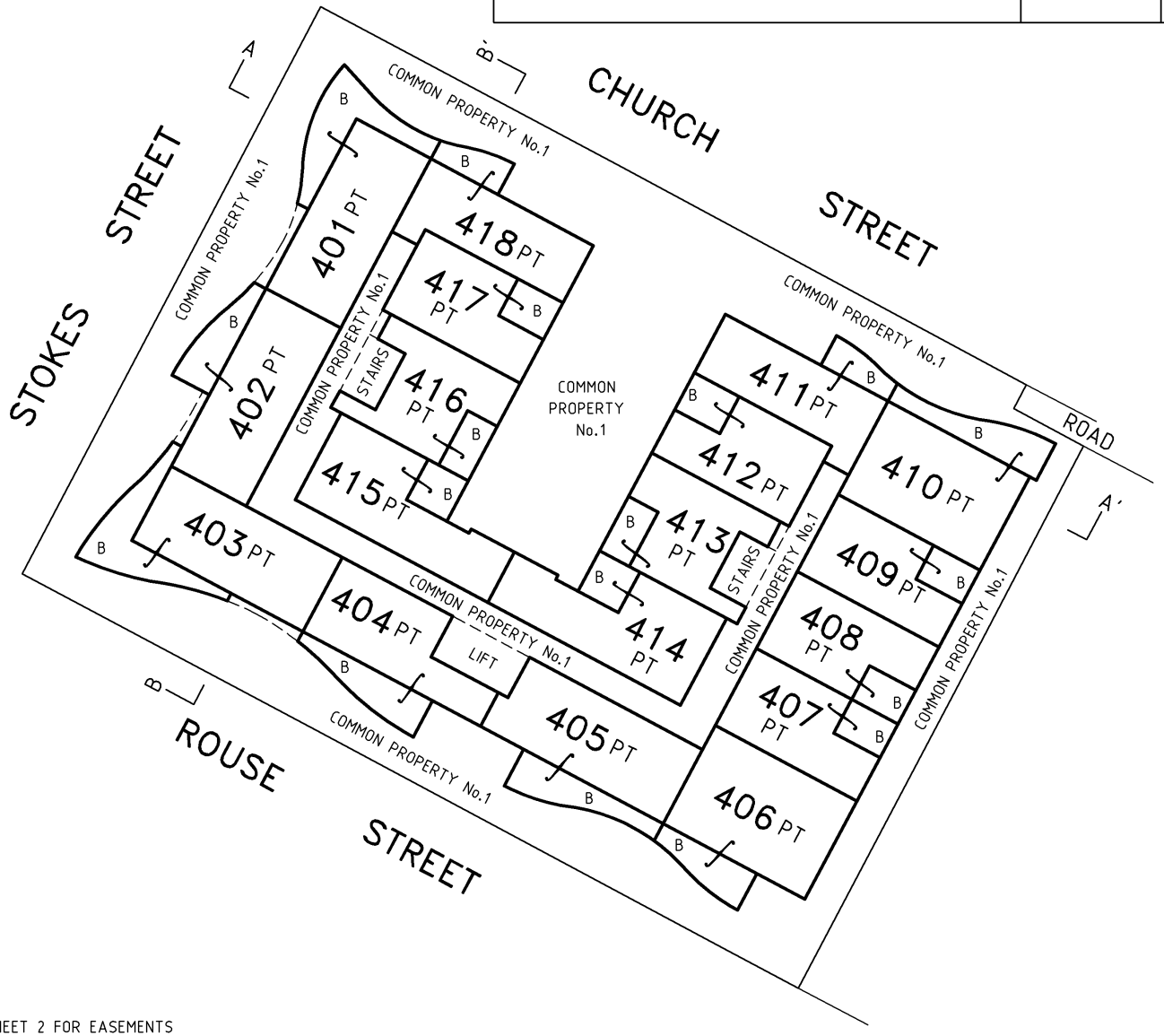
PLAN OF SUBDIVISION

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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ORIGINAL

SCALE	SHEET SIZE
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SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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DWG 577800BD

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DATE / /

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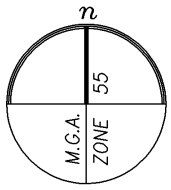
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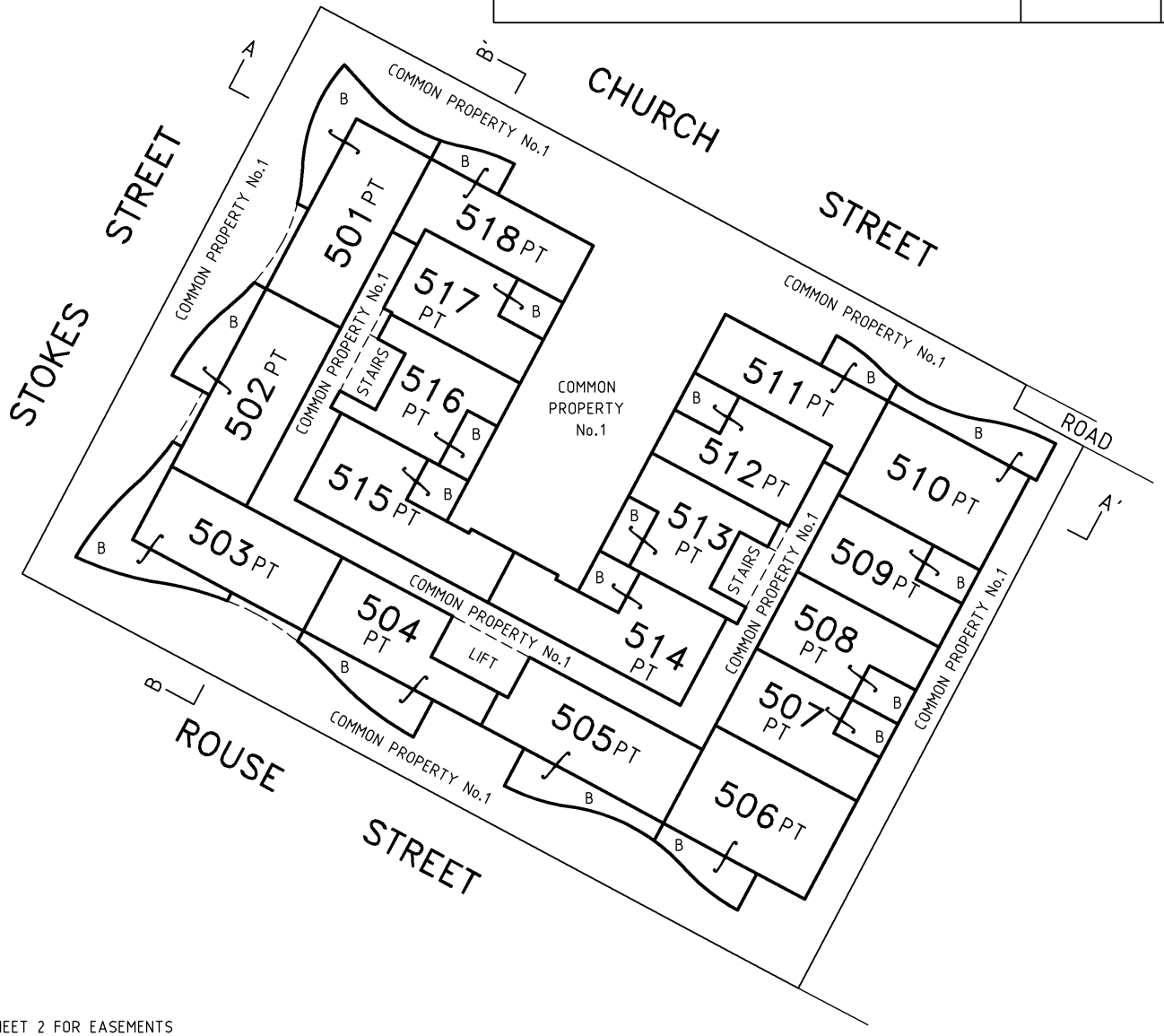
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 610984B





LEVEL 5
DIAGRAM 9

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

Sheet 16

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ORIGINAL

SCALE	SHEET SIZE
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LENGTHS ARE IN METRES

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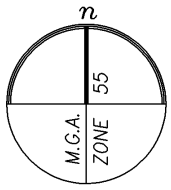
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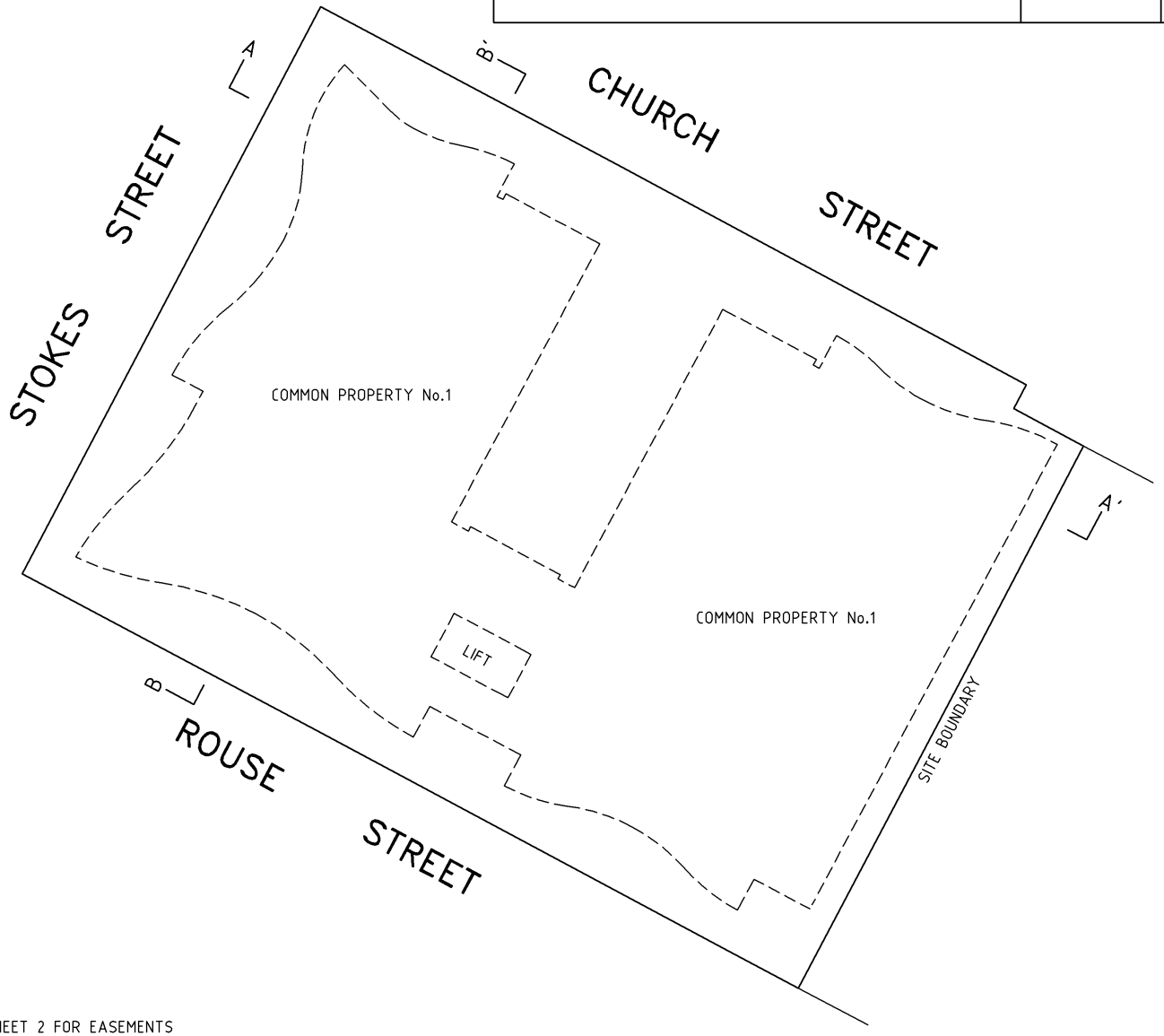
PLAN OF SUBDIVISION

Stage No.

Plan Number

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ROOF LEVEL

DIAGRAM 10

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

Sheet 17

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ORIGINAL

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SHEET SIZE A3

SCALE

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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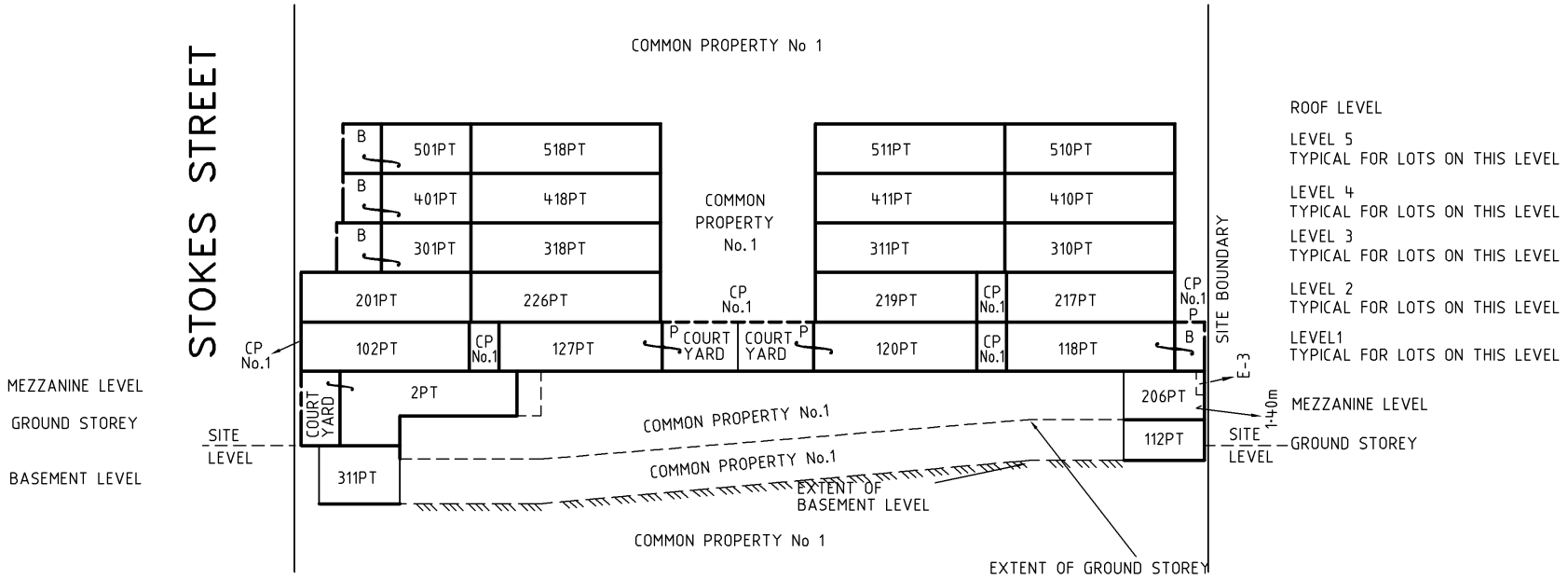
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PLAN OF SUBDIVISION

Stage No.	Plan Number
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SECTION A-A'
NOT TO SCALE

Sheet 18

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SHEET SIZE A3

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LENGTHS ARE IN METRES

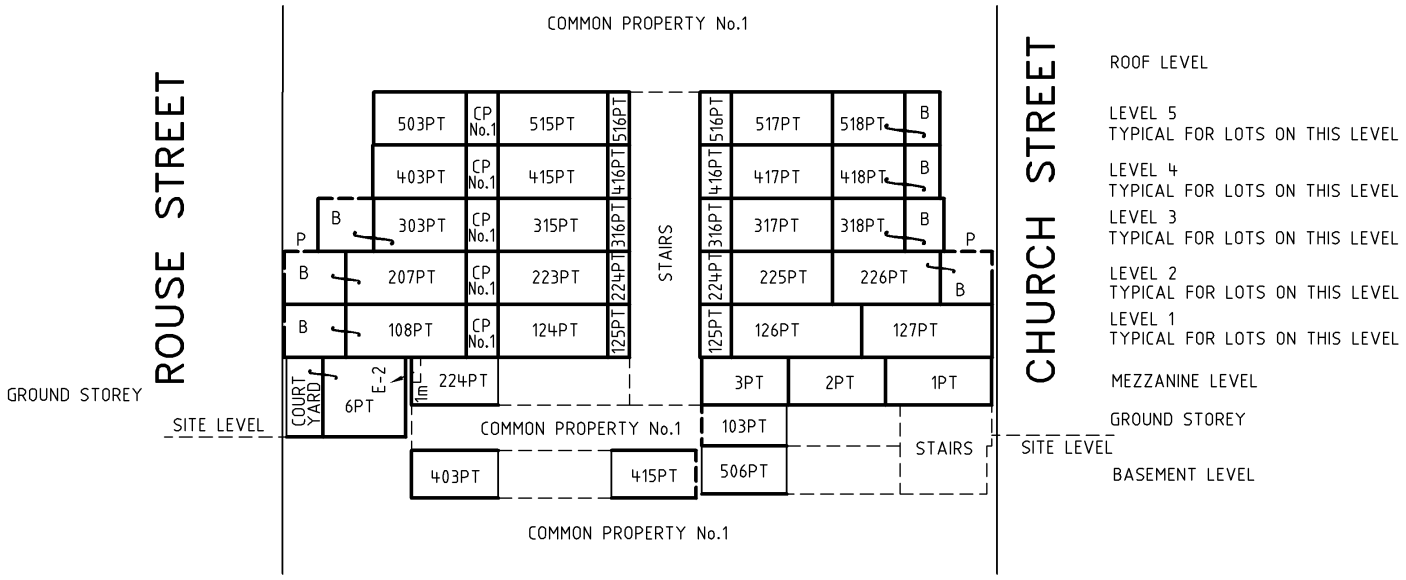
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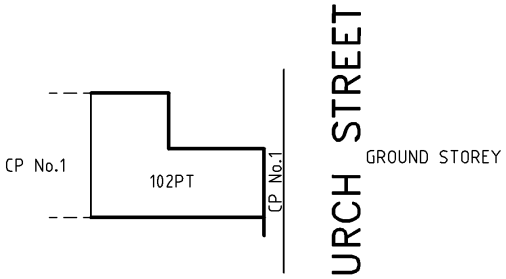
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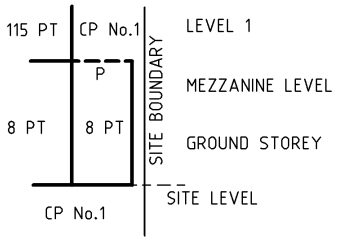
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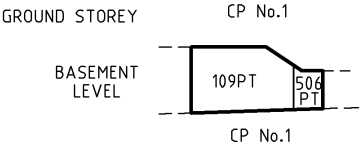
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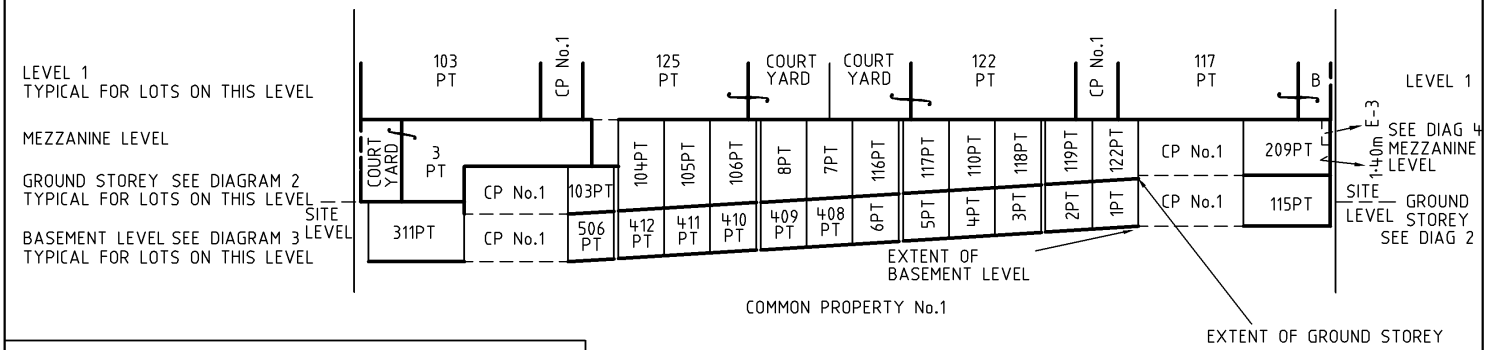
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NOT TO SCALE
ALSO TYPICAL FOR LOT 101



SECTION D-D'
NOT TO SCALE



SECTION E-E'
NOT TO SCALE



SECTION F-F'
NOT TO SCALE

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Sheet 19

ORIGINAL
SCALE
SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

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REF 5778003
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DATE / /
COUNCIL DELEGATE SIGNATURE
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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 Transport and Planning

Owners Corporation Search Report

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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

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Department of Transport and Planning

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 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:

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

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

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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**

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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.

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

VOLUME 11167 FOLIO 919 Security no : 124138607427G
Produced 15/09/2026 01:29 PM

LAND DESCRIPTION

Lot 125 on Plan of Subdivision 610984B.
PARENT TITLE Volume 09258 Folio 114
Created by instrument PS610984B 04/11/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAVID JOHN BISHOP of 23 BITTERN DROMANA ROAD BALNARRING VIC 3926
AG950777J 02/01/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG950778G 02/01/2010
WESTPAC BANKING CORPORATION

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 125 232-242 ROUSE STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

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

DOCUMENT END

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OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2018

Owners Corporation Plan No. 610984

232-242 Rouse Street PORT MELBOURNE

This certificate is issued for lot 125 on Plan No. 610984

Address for delivery of this certificate : Land Checker

Date the application was received : 17/09/2026

Date of issue : 01/10/2026

The information in this certificate is issued and valid on the date of issue. You can inspect the Owners Corporation register for additional information, and you should obtain a new certificate for current information prior to settlement.

Prepared by:

Binks & Associates Pty Ltd

Signed in the capacity of Manager under delegation by the Owners Corporation

1. The current fees for the above Lot are $7,737.00 per annum until resolved otherwise. Fees are payable Quarterly in advance.

2. The fees are paid up until 31/12/2026.

3. The unpaid fees now total $0.00.

4. The following special fees or levies have been raised 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 in 2007, to provide recommendations and solutions to system failures. All recommended works had been completed. Leaks and bursts in the pipes have since recurred. A quotation in the order of $375,000 has been obtained from a contractor for full replacement of all the lines in the water meter cabinets. Replacement of the lines is progressively being undertaken as and when issues with water lines arise. Levies may be required in the event of costs of the progressive replacement exceeding provisions within the administration fund.

   Non-compliant cladding
   Non-compliant ACP cladding is present on the building façade, covering less than 5% of the surface. The Manager report, Committee report and update from the OC's solicitor attached to the minutes of the 2025 AGM provides some background on the matter in more extensive detail. A number of motions were passed by Special Resolution on the 25th September 2024 to commence legal action against the builder, as attached. A letter of demand was issued on the builder and 'Certificate of Conciliation Dispute Not Suitable' issued by the DBDRV on the 28th October 2024. Legal proceedings at VCAT have since progressed, however are yet to result in any definitive outcomes.

   The Owners Corporation has undertaken a tender to assess the quantum of the works required for full replacement of the non-compliant cladding, that has resulted in estimates in the order of $1,300,000.

   Further decisions are yet to be made, levies may be required if and when works proceed. The scale of legal expenses estimated by the lawyer, inclusive of appearance at trials, is estimated to be in the order of $400,000. Further costs will be subject to developments in the legal proceedings, further levies may be required.

   Building remediation works including external facade
   The Owners Corporation has obtained reports from building consultants to identify structural defects and/or non-compliant works to all accessible and visible common property areas.

   The Manager and Committee report attached to the minutes of the 2025 AGM provides some further background on the matter. The reports are available upon request.

   The Owners Corporation has commissioned a tender to assess the quantum of the works required to rectify the defects, that has resulted in estimates in the order of $2,700,000. A revised tender is in the process of being completed.

The Owners Corporation will be considering the revised tender to make further decisions, including the timing of the rectification works, the scale of levies required and the timing of collection of levies. Further decisions are yet to be made, levies will be required when the actual rectification works proceed.

Lift upgrade.
The Owners Corporation has received reports noting upgrade works will be required to the passenger lifts at the property owing to obsolescence of lift parts. A quote in the order of $365,000 has been obtained. Further advice is being considered by the Owners Corporation around budgeting requirements and timing of the upgrade works to be included within the Owners Corporation's maintenance plan.

Maintenance plan
The Owners Corporation's maintenance plan, as adopted at the last AGM, lapses in December 2026. A revised plan is in the process of being prepared for consideration at the next AGM. Changes to contributions are expected in accordance with the revised maintenance plan.

Insurance
The Owners Corporation’s current insurer has required that the Owners Corporation meets various conditions in order to continue providing building insurance. Amongst other things, the Owners Corporation is required, by December 2026, to have completed a tender analysis with the preferred contractor selected for both the building remediation and non-compliant cladding works.

OH&S assessment
The OC is obtaining quotations to undertake an OH&S assessment of the common property which may identify hazards / issues that need to be attended to. The costs of the works emanating from the report are not known, decisions are yet to be made and levies may be required.

Insurance excess
The Owners Corporation’s insurance policy carries excesses on different sections of the policy. Levies may be raised from time to time, as required, to cover insurance excess expenses.

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
Policy No.	30774
Kind of policy	Strata
Building cover	$104,497,072.00
Public Liability	$20,000,000.00
Buildings covered	All
Insurance period	13/06/2026 - 13/12/2026

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 31/12/2025 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.

9. The Owners Corporation has no other known liabilities, other than those shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease or licence, known to the Owners Corporation or entered into any agreement or contract which affects the common property except -

    - OC management contract with Binks & Associates Pty Ltd.

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

12. The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that 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 recover the debts of members in arrears should significant arrears arise.
    - Refer item 5, non-compliant cladding.
    - The Owners Corporation is in receipt of a claim from a lot owner in connection to water ingress into private property.

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

    Binks & Associates Pty Ltd
    ABN: 46 006 546 381
    PO Box 67
    Surrey Hills VIC 3127
    Registration number: 00344

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 attached.

BINKS & ASSOCIATES PTY. LTD.

OWNERS CORPORATION MANAGERS

ABN: 46 006 546 381

POSTAL ADDRESS: PO Box 67 SURREY HILLS VIC 3127

OFFICE PHONE: 03 9536 5700

Owners Corporation No. 610984
232-242 Rouse Street PORT MELBOURNE VIC 3207

oc610984@binksandassociates.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 610984 (232-242 Rouse Street PORT MELBOURNE VIC 3207)** HELD online via ZOOM, ON 24th June 2025 AT 06:00 PM (Melbourne time).

Present

Lot 2	Ms K Nason (left 7:22pm)
Lot 101	Mr K Fiszer
Lot 111	Miss M Raynolds
Lot 127	Mr T Di Domenico
Lot 201	Miss J Grant
Lot 206	Mr E Sturla
Lot 219	Ms C Arvanitakis
Lot 311	Ms S Gabriel
Lot 314	Miss M Andrieux
Lot 401	Ms T Griffin
Lot 402	Mr A Reincke
Lot 410	Ms A Black (left 7:59pm)
Lot 411	Mr D Mack (left 7:38pm)
Lot 413	Mr T Randla (left 7:40pm)
Lot 415	Mr A Heald
Lot 504	Mr G Croker (left 8:19pm)

Lot 505	Mrs K Christofas
Lot 510	Mr R Milne
Lot 511	Ms I Schaden
Lot 517	Mr M Doczy

Non members in attendance

Jessica Zhang	Representing Binks & Associates Pty Ltd, manager of the Owners Corporation

Proxies
Nil.

Apologies
Lot 107 - Ms K Lancaster

Quorum

Under the Owners Corporations Act, a quorum was not reached. The Owners Corporations Act 2006, Section 78, sub-section (4) states:

"Interim resolutions become resolutions of the owners corporation -

a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice if given, at the end of the 28 day period.

NOTE: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at the meeting (which must be held within 28 days after the notice period is given) of if the meeting is not held, until the end of that 28 day period."

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, their interim nature notwithstanding. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

Voting

Lots G02, 101, 111, 127, 201, 206, 219, 311, 314, 401, 402, 410, 411, 413, 415, 504, 505, 510, 511, 517 were entitled to vote on all resolutions, i.e. 20 votes were represented.

1. Election of chairperson for the meeting

Ordinary resolution

It was resolved that the manager, Jessica Zhang be elected as chairperson for the meeting.

YES

2. Confirmation of previous meeting minutes

Ordinary resolution

Resolved to receive and confirm the minutes of the previous annual general meeting held on 07/05/2024 as a true and correct record of that meeting.

YES

3. Confirmation of financial statements

Ordinary resolution

Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2024. The Owners Corporation held a members' funds of $751,194.49 as at 31/12/2024, consisting of a deficit of $37,720.76 in the Administration Fund and $788,915.25 in the Maintenance Fund.

Deficit levy
Resolved to strike a deficit levy of $41,492.84 ($37,720.76 + GST) due in 90 days to clear the deficit in the Administration Fund as at 31/12/2024 and provide a small operating surplus.

The manager noted that the accounting system does not allow for fee notices to be issued more than 30 days in advance. As such, a circular will be sent to all owners outlining the details of the special levies raised, including the due date of 20 October 2025. The fee notice will be issued closer to the due date. It was further resolved that the Manager will circulate a document outlining the levy contribution for each lot.

YES

4. Election of committee

Ordinary resolution

Resolved that the following 9 members be elected to serve as committee until a new committee is elected.

Ms Nason (lot G02), Mr Fiszer (lot 101), Ms Mehdizadeh Amiraski (lot 122), Ms Grant (lot 201), Ms Gabriel (lot 311), Ms Andrieux (lot 314), Ms Griffin (lot 401), Mr Reincke (lot 402) and Mr Milne (lot 510).

The meeting noted the duties and obligations of each and every committee member to (a) act honestly and in good faith; (b) exercise due care and diligence; and (c) act in the best interests of the Owners Corporation in the performance of members' functions. Committee members were reminded of immunity from personal liability by the Act when acting in accordance with those obligations.

Grievance committee
Resolved that the committee assumes the role of the grievance committee.

YES

5. Election of chairperson & secretary

Ordinary resolution

It was noted that the committee is required to elect a chairperson and secretary. The meeting requested that the committee do the following:

a) hold a meeting right away, dispensing with the requirement for a 3-days' notice period for this committee meeting;

b) elect the committee officers

The meeting resolved to briefly adjourn the annual general meeting to enable the committee to hold a meeting. The annual general meeting was resumed and it was noted that Ms Gabriel (lot 311) was appointed chairperson and Owners Corporation manager was appointed secretary. This note serves as confirmation of committee's decision.

YES

6. Insurance

Ordinary resolution

It was resolved that the covers listed on the certificate of currency be accepted.

Insurance information (please refer to the attached COC for all insurance covers held by the OC)	
Insurer	CHU
Policy No	30774
Expiry	13/12/2025
Type	**Insured**
Building/Common Property	$99,521,021.00
Public Liability	$20,000,000.00
Office Bearers	$250,000.00
Common Area Contents	$31,907.00

The meeting noted that the Owners Corporation is required to take out, in accordance with the Act, reinstatement and replacement insurance sufficient to cover the costs to repair or rebuild the property to a condition substantially the same as its condition when new. It was also noted that the best practice within the industry, given prevailing market conditions, was to obtain a valuation every 3 years.

Resolved to defer consideration of obtaining an updated valuation to the next AGM or when the major works at the property are completed whichever occurs earlier. It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the

personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

[**Manager’s note**: The manager received an insurance commission of 20% of the base premium during the period to previous financial year.]
YES

7. Administration fund

Ordinary resolution

Resolved to adopt an increased annual administration fund of $635,347.49 to service estimated expenses for the year ending 31/12/2025, and for the period to follow, until a new annual fund is adopted. The attached approved budget refers.

[Managers note: Please note that the "Current Actual" column in the approved budget is not an accurate reflection and instead covers a period of 25/07/2024 to 31/12/2024 only.]

Budget adjustment levy
The meeting discussed raising a budget adjustment levy of $106,114.13 in total, due in 90 days, being the difference between the fees already invoiced and the increased fees for the period from 01/01/2025 to 30/09/2025. The quarterly fees from 01/10/2025 onwards will reflect the adopted budget.

The manager noted that the accounting system does not allow for fee notices to be issued more than 30 days in advance. As such, a circular will be sent to all owners outlining the details of the special levies raised, including the due date of 20 October 2025. The fee notice will be issued closer to the due date. It was further resolved that the Manager will circulate a document outlining the levy contribution for each lot.

YES

8. Maintenance plan and fund

Ordinary resolution

It was noted that the Owners Corporation had historically adopted a 15 Year Maintenance Plan prepared by Solutions in Engineering on 24/11/2011.

Resolved to adopt an annual maintenance fund of $85,066.52 for the year ending 31/12/2025, and for the period to follow of the yearly contribution amount as stated per the approved maintenance plan to service long-term capital expenditure. Please refer to the attached approved budget.

[Managers note: Please note that the "Current Actual" column in the approved budget is not an accurate reflection and instead covers a period of 25/07/2024 to 31/12/2024 only.]

Budget adjustment levy
The meeting discussed raising a maintenance fund budget adjustment levy of $1,918.14 in total, due in 90 days, being the difference between the fees already invoiced and the increased fees for the period from 01/01/2025 to 30/09/2025. The quarterly fees from 01/10/2025 onwards will reflect the adopted budget.

The manager noted that the accounting system does not allow for fee notices to be issued more than 30 days in advance. As such, a circular will be sent to all owners outlining the details of the special levies raised, including the due date of 20 October 2025. The fee notice will be issued closer to the due date. It was further resolved that the Manager will circulate a document outlining the levy contribution for each lot.

YES

9. Administration and Maintenance Fund

Ordinary resolution

The meeting held a lengthy discussion regarding the adopted budget and the current financial position, expressing their views on the factors contributing to the increase and considered the potential impact on future levies.

It was noted that there is a total increase of 25% in fees, covering both the Administration and Maintenance Funds, increasing from $576,370.99 for the year ending 31 December 2024 to $720,414.01 for the year ending 31 December 2025. Of this increase, approximately 98.2% relates to the Administration Fund, while 1.8% relates to the Maintenance Fund.

The Administration Fund increase is to accommodate a budget adjustment to $110,000 for Cladding / Defects (covering legal fees, professional services, consultancy, and other related fees) up from the previous allocation of $50,000. Additionally, a contribution of $76,450 has been included as funds to be collected toward the future cost for the major works. The Maintenance Fund increase is per the amount prescribed by the current Maintenance Plan of $85,066.52.

There were concerns raised by members at the meeting regarding the budget increase and the inclusion of additional funds. The meeting discussed this and reiterated that the increase in the "major works" budget is intended to allow the Owners Corporation to collect funds gradually over time in preparation for the future works.

Any funds raised now will help reduce the size of any special levy required when the works are undertaken, as the costs is currently unknown. This approach is aimed at easing the financial burden on owners by avoiding a large one-off levy at the time of the works. It was noted that the budget allocation is not expected to fully cover (or near) the cost of the major works, but is intended to assist in building up funds progressively.

Members also discussed the existing balance in the Maintenance Fund and whether those funds could be used for the major works. The meeting noted that the current Maintenance Fund has been raised for items outlined in the approved Maintenance Plan and is not specifically allocated for defect-related works.

There is a higher amount of funds available than the recommended year-end position, as a number of items in the Maintenance Plan have yet to be undertaken, either because they were not required at the recommended time or were delayed due to the more immediate need to address major works currently underway at the premises.

The current Maintenance Plan runs until 31 December 2026, and the Owners Corporation is in the process of obtaining quotes to prepare a new plan. As part of this process, the anticipated costs for the major works will be incorporated, and the existing funds will be reviewed. This will provide the Owners Corporation with a better position to allocate a portion of the existing funds toward those major works.

YES

10. Contract of appointment

Ordinary resolution

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 the ongoing appointment of Binks & Associates Pty Limited as the manager of the Owners Corporation continues for a period of one year. Further resolved that a copy of the contract be executed by the chairperson of the Owners Corporation.

[Manager's note: A copy of the contract will be shortly sent via Docusign to the chairperson elected at the meeting for execution.]

Additional fees
The provision of service in relation to non-routine work is not part of the manager's duties for which a fixed fee is received under the terms of the Contract of Appointment. Hourly fees apply for all of the manager's work in relation to such matters. Unless specific additional requests are made by agreement, no site visits will be made and the tasks undertaken by the manager will be limited to the correspondence, obtaining of quotations, raising

levies and payment of accounts under the instructions of the Owners Corporation.

[Manager's note: An agreement had been made that additional fees charged per 2.2 of the Contract of Appointment will be of a fixed amount of $8,085.]
YES

11. Reports

Ordinary resolution

Maintenance Plan
Maintenance Plan The Owners Corporation has a maintenance plan as defined under the Owners Corporations Act (2006) and the activity within the Maintenance Plan is documented in the Maintenance Fund schedule in the statements of financial performance and position.

Valuation of buildings

A copy of the last valuation obtained 28/09/2022 had been sent to committee members.

Committee’s report
The committee chairperson’s report was distributed prior to the meeting on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes. A copy of the report is attached.

Manager’s report
The manager’s activities since the last AGM were carried out as required under the Contract of Appointment. The list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2024. Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for $5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006. The cmanager's report was distributed prior to the meeting and a copy of the report is attached.

Dispute resolution
No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

YES

12. Essential safety measures

Ordinary resolution

Essential Safety Measures
It was resolved that the Owners Corporation continue engaging an appropriate contractor to maintain the Essential Safety Measures at the property in accordance with the requirements of the relevant legislation.

The meeting noted that the obligations in relation to maintenance of Essential Safety Measures are documented on the Occupancy Permit for the property. Resolved that a copy of the Occupancy Permit be displayed on-site, if not already displayed.

The meeting noted that if an Occupancy Permit for the property is not available on the Owners Corporation’s records then the manager seek a copy from the council.

Further resolved that any further actions arising out of the Occupancy Permit or absence thereof be referred to the committee for its consideration.

Stairwells, landings and pathways
Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the

property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

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

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

13. Occupation Health & Safety

Ordinary resolution

Members discussed obtaining an OH&S assessment of the common property to ensure compliance with the relevant legislation. It was resolved that the manager will provide two quotations to obtain an OH&S report for the committee's consideration.

YES

14. Routine maintenance items

Ordinary resolution

Caretaking
The caretaking at the property is provided satisfactorily by EC Property Services. If there are issues or concerns with the quality of caretaking services provided they are to be reported to the manager.

Bin handling
The bin handling at the property is provided satisfactorily by Bin Boy Environmental Pty Ltd. If there are issues or concerns with the bin handling services, or if an attendance had not been missed, these are to be reported to the manager.

Lift services
The lift services at the property is undertaken by Kone. If there are issues or concerns with the lift or its functioning they are to be reported to the manager.

YES

15. Major works

Ordinary resolution

Cladding
The meeting held a discussion regarding the status of the cladding at the premises. It was noted that an update had been provided by WF Lawyers on the ongoing legal proceedings, which had been circulated prior to the meeting. A copy is attached for reference.

A member raised queries in relation to the non-complaint cladding works, particularly questioning the Owners Corporation’s position in continuing with legal action and the replacement of the cladding if an alternative proposal from Cladding Safety Victoria is available for consideration.

The meeting discussed that the Owners Corporation, following a thorough review of various factors, including legal advice and insurance implications, had resolved to proceed with its current claim through VCAT. Previous

advice from the insurer, CHU, indicated that penalties would continue to apply to the insurance premium while ACP remains present at the property.

In addition, CHU has outlined expectations for the Owners Corporation to take proactive action regarding cladding. There is no guarantee that CHU will renew the policy if the Owners Corporation does not proceed with rectification works. It was further noted that during the most recent renewal period, the Owners Corporation was unable to obtain a successful alternative quote through a broker, reinforcing the limited availability of insurance options for the Owners Corporation.

As some members continue to have queries regarding the current position, the Owners Corporation has resolved to seek advice from its legal representatives as to whether documentation can be prepared that outlines the CSV proposal, associated implications, and legal advice on the matter. This documentation will be shared with all owners to ensure transparency and support informed decision-making, while maintaining legal privilege over existing correspondence and legal documentation.

Other defects
The meeting discussed that the Manager's and Committee Report provides an update on the current status of other defects at the premises. The Owners Corporation is in the process of obtaining a revised Scope of Works, using the Buildspect report as a basis. Once cost estimates are confirmed, the Owners Corporation intends to hold a Special General Meeting to discuss the proposed works and the collection of associated fees.

Thee issues at the property are predominantly related to water ingress. If any lots are experiencing immediate water ingress concerns, please raise this with the Manager so that an investigation can be arranged and minor repairs or temporary measures can be considered to prevent further damage until the major works are undertaken.
YES

16. Other Maintenance items

Submitted by Owner | Ordinary resolution

Garage door
The meeting discussed that there have been a number of insurance claims over the past 6-months relating to external impact damage to the garage door. The Owners Corporation reminds all individuals to take care when entering and exiting the premises. Please be aware that an excess applies to all insurance claims and may be recovered from the party deemed responsible.

The meeting further noted that most recently there is an existing ongoing issue with the door. This issue is currently under investigation with the insurer to determine the underlying cause and fault.

CCTV
The meeting discussed that the Owners Corporation is in the process of organising an extension to the existing CCTV system. The upgrade will include the installation of cameras on all levels, in the lifts, stairwells, and other key areas. This extension is expected to provide increased security to the premises, along with assisting in identifying individuals in breach of the Owners Corporation rules. All owners and residents will be notified once the works are confirmed and scheduled, including any expected disruptions.

YES

17. General Business

Ordinary resolution

Visitor's carspaces
Owners are reminded that it is in breach of the Owners Corporation's rules to park vehicles in the visitor's spaces for long periods of time. These spaces are designated visitor's carparks and for the use of short term visitors only,

and not for the use of occupiers, their partners or long term visitors to the property.

The meeting discussed that a number of audits had been undertaken, and individuals found in breach had been issued letters, including notices left on vehicle windscreens. It was further noted that, with the upcoming CCTV extension, individuals will be more easily identified, and lots in breach may be issued formal breach notices. Any owners who are aware of residents regularly parking in visitor car spaces are encouraged to report this to the manager.

Short-term accommodation
A member raised concerns regarding key safes installed at the front of the premises. Owners are reminded that key safes must not be installed on common property without the prior approval of the Owners Corporation. Any key safes found to be installed on council land should be reported directly to the local council, who will arrange for their removal.

The meeting also noted that the Owners Corporation had previously, at committee level, reached a consensus that it will not implement a ban on short-term accommodation at this time. This position may be reviewed in the future should issues arise that impact the amenity or security of the building.
YES

18. Debt recovery / Costs incurred by the Owners Corporation

Ordinary resolution

The Owners Corporation resolved that the relevant lot owner will be liable for paying all reasonable costs and expenses incurred by the Owners Corporation arising out of or in connection with any breach by a lot owner, or an occupier of a lot, of any obligation under the Owners Corporation Act 2006 Vic, the Regulations or the Rules. The costs, charges and expenses shall be due and payable as a debt on demand.

It was resolved that the Owners Corporation may initiate legal proceedings against a lot owner in the Magistrate’s Court or VCAT or a court of another State or Territory that corresponds to the Magistrate’s Court of Victoria for outstanding fees and charges owed to the Owners Corporation. The relevant lot owner shall be liable for all costs associated with recovering the money owed, including solicitor’s fees, as determined.

The Owners Corporation resolved to charge interest on any amount payable by a lot owner that is still outstanding after the due date for payment at the maximum available rate payable under the Penalty Interest Rates Act 1983 Vic. The Manager of the Owners Corporation and / or the Committee shall have the power pursuant to the resolution stated in the Annual General Meeting Minutes or an appropriate Committee ballot, to appoint a solicitor to act on its behalf in relation to any necessary debt recovery action taken, including making a creditor’s demand under the Corporations Act 2001.

The Owners Corporation resolved that arrears be managed in accordance with the attached policy that may be varied from time to time on an as needed basis by the committee. This policy will be effective from 1st of July 2025.

YES

There being no further business, the meeting closed at 8:28PM.

.....

Chairperson

Definitions

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

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

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Administrative Fund	Approved Budget (01/01/2025-31/12/2025)	Current Actual (01/01/2024-31/12/2024)	Current Budget (01/01/2024-31/12/2024)
Expense			
Caretaking	$25,910.16	*$12,955.08*	*$25,909.09*
Cladding / Defects (legal, management & other fees)	$100,000.00	*$43,839.63*	*$45,454.55*
Common Gas	$1,818.18	*$0.00*	*$1,818.18*
Common Water Usage	$16,181.82	*$9,105.48*	*$15,454.55*
Essential Safety Measures	$16,012.13	*$6,589.77*	*$14,454.55*
Insurance	$181,039.90	*$150,866.58*	*$181,818.18*
Insurance Claim Excess	$4,545.45	*$4,545.45*	*$4,545.45*
Lift Maintenance	$10,109.09	*$2,526.90*	*$10,109.09*
Major Works	$69,500.00	*$0.00*	*$0.00*
Management Fees	$24,571.91	*$6,648.18*	*$23,401.82*
Management Fees (Additional Services)	$7,350.00	*$7,000.00*	*$7,000.00*
Public Light & Power	$20,909.09	*$9,702.69*	*$20,909.09*
Waste Collection	$19,186.36	*$9,522.21*	*$17,636.36*
Window Cleaning	$7,727.27	*$0.00*	*$7,727.27*
Total	**$504,861.36**	*$263,301.97*	*$376,238.18*
General Expenses			
General Expenses	$72,727.27	*$0.00*	*$72,727.27*
General Expenses - Access Control Devices	$0.00	*$1,534.00*	*$0.00*
General Expenses - Cleaning	$0.00	*$663.64*	*$0.00*
General Expenses - Consumables & Supplies	$0.00	*$58.18*	*$0.00*
General Expenses - Electrical Repairs	$0.00	*$970.00*	*$0.00*
General Expenses - Essential Safety Measures	$0.00	*$816.00*	*$0.00*
General Expenses - Gate / Door Maintenance & Repairs	$0.00	*$1,000.00*	*$0.00*
General Expenses - Plumbing	$0.00	*$12,623.24*	*$0.00*
General Expenses - Professional Fees	$0.00	*$850.00*	*$0.00*
General Expenses - Repairs & Maintenance	$0.00	*$2,448.27*	*$0.00*
General Expenses - Security Equipment & Services	$0.00	*$750.00*	*$0.00*
Total General Expenses	**$72,727.27**	*$21,713.33*	*$72,727.27*
TOTAL ADMIN FUND	**$577,588.63**	*$285,015.30*	*$448,965.45*
ADD: ADMIN GST	**$57,758.86**		*$44,896.54*
TOTAL ADMIN BUDGET	**$635,347.49**		*$493,861.99*

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Maintenance Fund	Approved Budget (01/01/2025-31/12/2025)	Current Actual (01/01/2024-31/12/2024)	Current Budget (01/01/2024-31/12/2024)
Expense			
Maintenance Works	$77,333.20	*$7,812.00*	*$75,008.18*
Tax Related Items	$0.00	*$3,573.40*	*$0.00*
Total	**$77,333.20**	*$11,385.40*	*$75,008.18*
TOTAL MAINT FUND	**$77,333.20**	*$11,385.40*	*$75,008.18*
ADD: MAINT GST	**$7,733.32**		*$7,500.82*
TOTAL MAINT BUDGET	**$85,066.52**		*$82,509.00*

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Budget Summary (01/01/2025-31/12/2025)

	Approved	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
Administrative Fund	$635,347.49	$158,836.78	$158,836.78	$158,836.78	$158,836.78	$635,347.12
Maintenance Fund	$85,066.52	$21,266.54	$21,266.54	$21,266.54	$21,266.54	$85,066.16
Contribution Schedule Total	$720,414.01	$180,103.32	$180,103.32	$180,103.32	$180,103.32	$720,413.28
Amount to Collect	**$720,414.01**	**$180,103.32**	**$180,103.32**	**$180,103.32**	**$180,103.32**	**$720,413.28**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
88	1, 218					
	Admin	$1,541.94	$1,541.94	$1,541.94	$1,541.94	$6,167.76
	Maintenance	$206.45	$206.45	$206.45	$206.45	$825.80
	Owner Total	**$1,748.39**	**$1,748.39**	**$1,748.39**	**$1,748.39**	**$6,993.56**
78	2, 404, 504					
	Admin	$1,366.72	$1,366.72	$1,366.72	$1,366.72	$5,466.88
	Maintenance	$182.99	$182.99	$182.99	$182.99	$731.96
	Owner Total	**$1,549.71**	**$1,549.71**	**$1,549.71**	**$1,549.71**	**$6,198.84**
75	3, 8					
	Admin	$1,314.15	$1,314.15	$1,314.15	$1,314.15	$5,256.60
	Maintenance	$175.95	$175.95	$175.95	$175.95	$703.80
	Owner Total	**$1,490.10**	**$1,490.10**	**$1,490.10**	**$1,490.10**	**$5,960.40**
90	4, 114, 213					
	Admin	$1,576.98	$1,576.98	$1,576.98	$1,576.98	$6,307.92
	Maintenance	$211.14	$211.14	$211.14	$211.14	$844.56
	Owner Total	**$1,788.12**	**$1,788.12**	**$1,788.12**	**$1,788.12**	**$7,152.48**
85	5					
	Admin	$1,489.37	$1,489.37	$1,489.37	$1,489.37	$5,957.48
	Maintenance	$199.41	$199.41	$199.41	$199.41	$797.64
	Owner Total	**$1,688.78**	**$1,688.78**	**$1,688.78**	**$1,688.78**	**$6,755.12**
100	6, 311					
	Admin	$1,752.20	$1,752.20	$1,752.20	$1,752.20	$7,008.80
	Maintenance	$234.60	$234.60	$234.60	$234.60	$938.40
	Owner Total	**$1,986.80**	**$1,986.80**	**$1,986.80**	**$1,986.80**	**$7,947.20**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
91	7, 402, 502					
	Admin	$1,594.50	$1,594.50	$1,594.50	$1,594.50	$6,378.00
	Maintenance	$213.49	$213.49	$213.49	$213.49	$853.96
	Owner Total	**$1,807.99**	**$1,807.99**	**$1,807.99**	**$1,807.99**	**$7,231.96**
72	101, 116, 117, 118					
	Admin	$1,261.58	$1,261.58	$1,261.58	$1,261.58	$5,046.32
	Maintenance	$168.91	$168.91	$168.91	$168.91	$675.64
	Owner Total	**$1,430.49**	**$1,430.49**	**$1,430.49**	**$1,430.49**	**$5,721.96**
63	102, 105, 109, 111, 214, 215, 216, 217					
	Admin	$1,103.89	$1,103.89	$1,103.89	$1,103.89	$4,415.56
	Maintenance	$147.80	$147.80	$147.80	$147.80	$591.20
	Owner Total	**$1,251.69**	**$1,251.69**	**$1,251.69**	**$1,251.69**	**$5,006.76**
62	103, 104, 107, 108, 112, 113, 202, 203, 204, 206, 207, 208, 210, 211, 212, 220, 225, 307, 308, 309, 312, 317, 407, 408, 409, 412, 417, 507, 508, 509, 512, 517					
	Admin	$1,086.36	$1,086.36	$1,086.36	$1,086.36	$4,345.44
	Maintenance	$145.45	$145.45	$145.45	$145.45	$581.80
	Owner Total	**$1,231.81**	**$1,231.81**	**$1,231.81**	**$1,231.81**	**$4,927.24**
89	106, 205					
	Admin	$1,559.46	$1,559.46	$1,559.46	$1,559.46	$6,237.84
	Maintenance	$208.80	$208.80	$208.80	$208.80	$835.20
	Owner Total	**$1,768.26**	**$1,768.26**	**$1,768.26**	**$1,768.26**	**$7,073.04**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
79	110, 209					
	Admin	$1,384.24	$1,384.24	$1,384.24	$1,384.24	$5,536.96
	Maintenance	$185.34	$185.34	$185.34	$185.34	$741.36
	Owner Total	**$1,569.58**	**$1,569.58**	**$1,569.58**	**$1,569.58**	**$6,278.32**
70	115					
	Admin	$1,226.54	$1,226.54	$1,226.54	$1,226.54	$4,906.16
	Maintenance	$164.22	$164.22	$164.22	$164.22	$656.88
	Owner Total	**$1,390.76**	**$1,390.76**	**$1,390.76**	**$1,390.76**	**$5,563.04**
81	119, 414, 415, 514, 515					
	Admin	$1,419.28	$1,419.28	$1,419.28	$1,419.28	$5,677.12
	Maintenance	$190.03	$190.03	$190.03	$190.03	$760.12
	Owner Total	**$1,609.31**	**$1,609.31**	**$1,609.31**	**$1,609.31**	**$6,437.24**
102	120, 127					
	Admin	$1,787.24	$1,787.24	$1,787.24	$1,787.24	$7,148.96
	Maintenance	$239.29	$239.29	$239.29	$239.29	$957.16
	Owner Total	**$2,026.53**	**$2,026.53**	**$2,026.53**	**$2,026.53**	**$8,106.12**
110	121					
	Admin	$1,927.42	$1,927.42	$1,927.42	$1,927.42	$7,709.68
	Maintenance	$258.06	$258.06	$258.06	$258.06	$1,032.24
	Owner Total	**$2,185.48**	**$2,185.48**	**$2,185.48**	**$2,185.48**	**$8,741.92**
97	122, 125					
	Admin	$1,699.63	$1,699.63	$1,699.63	$1,699.63	$6,798.52
	Maintenance	$227.56	$227.56	$227.56	$227.56	$910.24
	Owner Total	**$1,927.19**	**$1,927.19**	**$1,927.19**	**$1,927.19**	**$7,708.76**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
93	123, 124, 405					
	Admin	$1,629.55	$1,629.55	$1,629.55	$1,629.55	$6,518.20
	Maintenance	$218.18	$218.18	$218.18	$218.18	$872.72
	Owner Total	**$1,847.73**	**$1,847.73**	**$1,847.73**	**$1,847.73**	**$7,390.92**
112	126					
	Admin	$1,962.46	$1,962.46	$1,962.46	$1,962.46	$7,849.84
	Maintenance	$262.75	$262.75	$262.75	$262.75	$1,051.00
	Owner Total	**$2,225.21**	**$2,225.21**	**$2,225.21**	**$2,225.21**	**$8,900.84**
113	201					
	Admin	$1,979.99	$1,979.99	$1,979.99	$1,979.99	$7,919.96
	Maintenance	$265.10	$265.10	$265.10	$265.10	$1,060.40
	Owner Total	**$2,245.09**	**$2,245.09**	**$2,245.09**	**$2,245.09**	**$8,980.36**
84	219					
	Admin	$1,471.85	$1,471.85	$1,471.85	$1,471.85	$5,887.40
	Maintenance	$197.07	$197.07	$197.07	$197.07	$788.28
	Owner Total	**$1,668.92**	**$1,668.92**	**$1,668.92**	**$1,668.92**	**$6,675.68**
65	221, 224, 316, 413, 416, 513, 516					
	Admin	$1,138.93	$1,138.93	$1,138.93	$1,138.93	$4,555.72
	Maintenance	$152.49	$152.49	$152.49	$152.49	$609.96
	Owner Total	**$1,291.42**	**$1,291.42**	**$1,291.42**	**$1,291.42**	**$5,165.68**
82	222, 223, 314, 315					
	Admin	$1,436.80	$1,436.80	$1,436.80	$1,436.80	$5,747.20
	Maintenance	$192.37	$192.37	$192.37	$192.37	$769.48
	Owner Total	**$1,629.17**	**$1,629.17**	**$1,629.17**	**$1,629.17**	**$6,516.68**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
114	226					
	Admin	$1,997.51	$1,997.51	$1,997.51	$1,997.51	$7,990.04
	Maintenance	$267.45	$267.45	$267.45	$267.45	$1,069.80
	Owner Total	**$2,264.96**	**$2,264.96**	**$2,264.96**	**$2,264.96**	**$9,059.84**
122	301					
	Admin	$2,137.68	$2,137.68	$2,137.68	$2,137.68	$8,550.72
	Maintenance	$286.21	$286.21	$286.21	$286.21	$1,144.84
	Owner Total	**$2,423.89**	**$2,423.89**	**$2,423.89**	**$2,423.89**	**$9,695.56**
108	302					
	Admin	$1,892.38	$1,892.38	$1,892.38	$1,892.38	$7,569.52
	Maintenance	$253.37	$253.37	$253.37	$253.37	$1,013.48
	Owner Total	**$2,145.75**	**$2,145.75**	**$2,145.75**	**$2,145.75**	**$8,583.00**
160	303					
	Admin	$2,803.52	$2,803.52	$2,803.52	$2,803.52	$11,214.08
	Maintenance	$375.36	$375.36	$375.36	$375.36	$1,501.44
	Owner Total	**$3,178.88**	**$3,178.88**	**$3,178.88**	**$3,178.88**	**$12,715.52**
99	304					
	Admin	$1,734.68	$1,734.68	$1,734.68	$1,734.68	$6,938.72
	Maintenance	$232.26	$232.26	$232.26	$232.26	$929.04
	Owner Total	**$1,966.94**	**$1,966.94**	**$1,966.94**	**$1,966.94**	**$7,867.76**
116	305					
	Admin	$2,032.55	$2,032.55	$2,032.55	$2,032.55	$8,130.20
	Maintenance	$272.14	$272.14	$272.14	$272.14	$1,088.56
	Owner Total	**$2,304.69**	**$2,304.69**	**$2,304.69**	**$2,304.69**	**$9,218.76**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
127	306					
	Admin	$2,225.29	$2,225.29	$2,225.29	$2,225.29	$8,901.16
	Maintenance	$297.94	$297.94	$297.94	$297.94	$1,191.76
	Owner Total	**$2,523.23**	**$2,523.23**	**$2,523.23**	**$2,523.23**	**$10,092.92**
111	310					
	Admin	$1,944.94	$1,944.94	$1,944.94	$1,944.94	$7,779.76
	Maintenance	$260.41	$260.41	$260.41	$260.41	$1,041.64
	Owner Total	**$2,205.35**	**$2,205.35**	**$2,205.35**	**$2,205.35**	**$8,821.40**
66	313					
	Admin	$1,156.45	$1,156.45	$1,156.45	$1,156.45	$4,625.80
	Maintenance	$154.84	$154.84	$154.84	$154.84	$619.36
	Owner Total	**$1,311.29**	**$1,311.29**	**$1,311.29**	**$1,311.29**	**$5,245.16**
80	318					
	Admin	$1,401.76	$1,401.76	$1,401.76	$1,401.76	$5,607.04
	Maintenance	$187.68	$187.68	$187.68	$187.68	$750.72
	Owner Total	**$1,589.44**	**$1,589.44**	**$1,589.44**	**$1,589.44**	**$6,357.76**
96	401, 403, 501, 503					
	Admin	$1,682.11	$1,682.11	$1,682.11	$1,682.11	$6,728.44
	Maintenance	$225.22	$225.22	$225.22	$225.22	$900.88
	Owner Total	**$1,907.33**	**$1,907.33**	**$1,907.33**	**$1,907.33**	**$7,629.32**
92	406, 410, 506, 510					
	Admin	$1,612.02	$1,612.02	$1,612.02	$1,612.02	$6,448.08
	Maintenance	$215.83	$215.83	$215.83	$215.83	$863.32
	Owner Total	**$1,827.85**	**$1,827.85**	**$1,827.85**	**$1,827.85**	**$7,311.40**

Approved Budget for Owners Corporation 610984

CVU, 232-242 Rouse Street PORT MELBOURNE

Owner Summary (01/01/2025-31/12/2025) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2025	2nd Instalment 01/04/2025	3rd Instalment 01/07/2025	4th Instalment 01/10/2025	TOTAL (01/01/2025-31/12/2025)
64	411, 418, 511, 518					
	Admin	$1,121.41	$1,121.41	$1,121.41	$1,121.41	$4,485.64
	Maintenance	$150.14	$150.14	$150.14	$150.14	$600.56
	Owner Total	**$1,271.55**	**$1,271.55**	**$1,271.55**	**$1,271.55**	**$5,086.20**
94	505					
	Admin	$1,647.07	$1,647.07	$1,647.07	$1,647.07	$6,588.28
	Maintenance	$220.53	$220.53	$220.53	$220.53	$882.12
	Owner Total	**$1,867.60**	**$1,867.60**	**$1,867.60**	**$1,867.60**	**$7,470.40**
1	ST61, ST87, ST89, ST102, ST104, ST114					
	Admin	$17.52	$17.52	$17.52	$17.52	$70.08
	Maintenance	$2.35	$2.35	$2.35	$2.35	$9.40
	Owner Total	**$19.87**	**$19.87**	**$19.87**	**$19.87**	**$79.48**

Special Levy Breakdown - O/Corp 610984

232-242 ROUSE STREET, PORT MELBOURNE, VIC 3207

Total Lot liablity	9065
Total deficit levy	$41,492.84
Total budget adjustment levy (Administration)	$106,114.13
Total budget adjustment levy (Maintenance)	$1,918.14

Lot#	Lot liability	Deficit Levy	Budget adjustment levy (administration)	Budget adjustment levy (Maintenance	Total
1	88	$402.80	$1,030.12	$18.62	$1,451.54
2	78	$357.03	$913.06	$16.50	$1,286.59
3	75	$343.29	$877.94	$15.87	$1,237.11
4	90	$411.95	$1,053.53	$19.04	$1,484.53
5	85	$389.07	$995.00	$17.99	$1,402.06
6	100	$457.73	$1,170.59	$21.16	$1,649.48
7	91	$416.53	$1,065.24	$19.26	$1,501.02
8	75	$343.29	$877.94	$15.87	$1,237.11
101	72	$329.56	$842.83	$15.24	$1,187.62
102	63	$288.37	$737.47	$13.33	$1,039.17
103	62	$283.79	$725.77	$13.12	$1,022.68
104	62	$283.79	$725.77	$13.12	$1,022.68
105	63	$288.37	$737.47	$13.33	$1,039.17
106	89	$407.38	$1,041.83	$18.83	$1,468.03
107	62	$283.79	$725.77	$13.12	$1,022.68
108	62	$283.79	$725.77	$13.12	$1,022.68
109	63	$288.37	$737.47	$13.33	$1,039.17
110	79	$361.60	$924.77	$16.72	$1,303.09
111	63	$288.37	$737.47	$13.33	$1,039.17
112	62	$283.79	$725.77	$13.12	$1,022.68
113	62	$283.79	$725.77	$13.12	$1,022.68
114	90	$411.95	$1,053.53	$19.04	$1,484.53
115	70	$320.41	$819.41	$14.81	$1,154.63
116	72	$329.56	$842.83	$15.24	$1,187.62
117	72	$329.56	$842.83	$15.24	$1,187.62
118	72	$329.56	$842.83	$15.24	$1,187.62
119	81	$370.76	$948.18	$17.14	$1,336.08
120	102	$466.88	$1,194.00	$21.58	$1,682.47
121	110	$503.50	$1,287.65	$23.28	$1,814.42
122	97	$443.99	$1,135.47	$20.53	$1,599.99
123	93	$425.68	$1,088.65	$19.68	$1,534.01
124	93	$425.68	$1,088.65	$19.68	$1,534.01
125	97	$443.99	$1,135.47	$20.53	$1,599.99
126	112	$512.65	$1,311.06	$23.70	$1,847.41
127	102	$466.88	$1,194.00	$21.58	$1,682.47
201	113	$517.23	$1,322.77	$23.91	$1,863.91
202	62	$283.79	$725.77	$13.12	$1,022.68
203	62	$283.79	$725.77	$13.12	$1,022.68
204	62	$283.79	$725.77	$13.12	$1,022.68
205	89	$407.38	$1,041.83	$18.83	$1,468.03
206	62	$283.79	$725.77	$13.12	$1,022.68
207	62	$283.79	$725.77	$13.12	$1,022.68
208	62	$283.79	$725.77	$13.12	$1,022.68
209	79	$361.60	$924.77	$16.72	$1,303.09
210	62	$283.79	$725.77	$13.12	$1,022.68
211	62	$283.79	$725.77	$13.12	$1,022.68
212	62	$283.79	$725.77	$13.12	$1,022.68
213	90	$411.95	$1,053.53	$19.04	$1,484.53
214	63	$288.37	$737.47	$13.33	$1,039.17
215	63	$288.37	$737.47	$13.33	$1,039.17
216	63	$288.37	$737.47	$13.33	$1,039.17
217	63	$288.37	$737.47	$13.33	$1,039.17
218	88	$402.80	$1,030.12	$18.62	$1,451.54
219	84	$384.49	$983.30	$17.77	$1,385.56
220	62	$283.79	$725.77	$13.12	$1,022.68
221	65	$297.52	$760.88	$13.75	$1,072.16
222	82	$375.34	$959.89	$17.35	$1,352.57
223	82	$375.34	$959.89	$17.35	$1,352.57

224	65	$297.52	$760.88	$13.75	$1,072.16
225	62	$283.79	$725.77	$13.12	$1,022.68
226	114	$521.81	$1,334.47	$24.12	$1,880.40
301	122	$558.43	$1,428.12	$25.82	$2,012.36
302	108	$494.34	$1,264.24	$22.85	$1,781.44
303	160	$732.36	$1,872.95	$33.86	$2,639.16
304	99	$453.15	$1,158.89	$20.95	$1,632.98
305	116	$530.96	$1,357.89	$24.55	$1,913.39
306	127	$581.31	$1,486.65	$26.87	$2,094.84
307	62	$283.79	$725.77	$13.12	$1,022.68
308	62	$283.79	$725.77	$13.12	$1,022.68
309	62	$283.79	$725.77	$13.12	$1,022.68
310	111	$508.08	$1,299.36	$23.49	$1,830.92
311	100	$457.73	$1,170.59	$21.16	$1,649.48
312	62	$283.79	$725.77	$13.12	$1,022.68
313	66	$302.10	$772.59	$13.97	$1,088.65
314	82	$375.34	$959.89	$17.35	$1,352.57
315	82	$375.34	$959.89	$17.35	$1,352.57
316	65	$297.52	$760.88	$13.75	$1,072.16
317	62	$283.79	$725.77	$13.12	$1,022.68
318	80	$366.18	$936.47	$16.93	$1,319.58
401	96	$439.42	$1,123.77	$20.31	$1,583.50
402	91	$416.53	$1,065.24	$19.26	$1,501.02
403	96	$439.42	$1,123.77	$20.31	$1,583.50
404	78	$357.03	$913.06	$16.50	$1,286.59
405	93	$425.68	$1,088.65	$19.68	$1,534.01
406	92	$421.11	$1,076.94	$19.47	$1,517.52
407	62	$283.79	$725.77	$13.12	$1,022.68
408	62	$283.79	$725.77	$13.12	$1,022.68
409	62	$283.79	$725.77	$13.12	$1,022.68
410	92	$421.11	$1,076.94	$19.47	$1,517.52
411	64	$292.94	$749.18	$13.54	$1,055.67
412	62	$283.79	$725.77	$13.12	$1,022.68
413	65	$297.52	$760.88	$13.75	$1,072.16
414	81	$370.76	$948.18	$17.14	$1,336.08
415	81	$370.76	$948.18	$17.14	$1,336.08
416	65	$297.52	$760.88	$13.75	$1,072.16
417	62	$283.79	$725.77	$13.12	$1,022.68
418	64	$292.94	$749.18	$13.54	$1,055.67
501	96	$439.42	$1,123.77	$20.31	$1,583.50
502	91	$416.53	$1,065.24	$19.26	$1,501.02
503	96	$439.42	$1,123.77	$20.31	$1,583.50
504	78	$357.03	$913.06	$16.50	$1,286.59
505	94	$430.26	$1,100.36	$19.89	$1,550.51
506	92	$421.11	$1,076.94	$19.47	$1,517.52
507	62	$283.79	$725.77	$13.12	$1,022.68
508	62	$283.79	$725.77	$13.12	$1,022.68
509	62	$283.79	$725.77	$13.12	$1,022.68
510	92	$421.11	$1,076.94	$19.47	$1,517.52
511	64	$292.94	$749.18	$13.54	$1,055.67
512	62	$283.79	$725.77	$13.12	$1,022.68
513	65	$297.52	$760.88	$13.75	$1,072.16
514	81	$370.76	$948.18	$17.14	$1,336.08
515	81	$370.76	$948.18	$17.14	$1,336.08
516	65	$297.52	$760.88	$13.75	$1,072.16
517	62	$283.79	$725.77	$13.12	$1,022.68
518	64	$292.94	$749.18	$13.54	$1,055.67
ST61	1	$4.58	$11.71	$0.21	$16.49
ST87	1	$4.58	$11.71	$0.21	$16.49
ST89	1	$4.58	$11.71	$0.21	$16.49
ST102	1	$4.58	$11.71	$0.21	$16.49
ST104	1	$4.58	$11.71	$0.21	$16.49
ST114	1	$4.58	$11.71	$0.21	$16.49
SUM	**9065**	**$41,492.84**	**$106,114.13**	**$1,918.14**	**$149,525.11**

ANNUAL GENERAL MEETING

COMMITTEE REPORT

2025



Cladding

An update on the cladding and the litigation progress will be provided by White Flynn Lawyers at the AGM.

Buildspect

As per the 2023 committee report, 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 provided their final report in September 2022. The work has been paused while we understand what works need to be done with the ACP cladding. The potential cladding works are likely to impact the overall scope of works. The Strata manager (Binks & Associates) provided the Buildspect report to Sedgwick and asked whether the scope can be included in the cladding replacement works so that the different trades can be more efficient and do the works concurrently.

Canopy leaks and lights, CVU sign lights included.

This is on hold, it will be reassessed when the Buildspect / cladding works are undertaken.

Annual Inspection

The annual inspection of the building occurred on 12th of March 2025 when a few committee members walked Jessica from Binks & Associates through the building. 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.

Visitor car parks have been full most of the time for the last few months. An audit has been conducted and Binks & Associates have contacted all owners to remind them of the purpose of visitor parking (to be used by visitors only, for limited periods of time, not to be used by residents, including if they own a second car).

Pumps

We replaced the storm water pumps as they were failing and getting old and would have put the comfort of residents at risk.

The rainwater tank which collects the stormwater and reuses the water to the toilets of some ground floor apartments also needs cleaning. Binks & Associates have been investigating suitable contractors to carry out the work. Several contractors were approached; however, due to the confined working conditions, many declined to provide a quote. Most recently, a successful quote was obtained from Chadoak (who had initially declined). The OC is allowing two weeks for another contractor recommended by Chadoak to provide a competitive quote. If a quote is not received within this timeframe, we will proceed with Chadoak to complete the works.

Window cleaning

The yearly window clean was carried out in December 2024. The clean includes inaccessible windows (i.e. those not accessible by the residents). This year, it also included the cleaning of the level 2 ledge in the courtyard.

Car park remote sensor

We installed a cover to protect the car park gate motor. This caused the sensor to be less sensitive to remotes (only raised as an issue after a couple of months). The sensor has been moved to allow for better reception.

Garage door

As most of you are aware, a vehicle struck the car park door in October 2024, rendering it inoperative. An insurance claim was promptly filed, and Binks and Associates arranged for security guards to be onsite initially during nighttime hours, later extending coverage to 24/7. The insurance covered both the cost of replacing the door and the security services.

Unfortunately, due to manufacturing and shipment delays, residents experienced a prolonged wait before the issue could be resolved.

A few weeks after the new door was installed, a second vehicle collided with it. A second insurance claim was filed, and the insurer covered the costs of repairs and security personnel.

Both vehicle owners' details were provided to the insurer to recover excess costs. There was a police report lodged for the 1st incident. CCTV footage has been saved for all the events.

Hallway air vents

The filters of the hallway vents were replaced in September 2024 (they were causing an accumulation of dust on some of the hallway walls).

Convex mirrors

Convex mirrors have been installed at the entrance of the car park to provide better visibility of pedestrians to cars exiting the car park (and off exiting cars to pedestrians).

Organic bins

The committee has requested Binks & Associates to explore options for the building to get access to organic bins. Investigation currently in progress.

Pets

This is a reminder to please keep your pets on a lead when in common areas.

Bricks missing on exterior wall on Church Street

An unknown vehicle or truck damaged the bricks on the exterior wall on Church Street in 2024. The cleaners picked up the bricks and stored them securely. Binks & Associates organised quotes to have them reinstated but the contractors couldn't source the same tiles . In this case we may need new tiles which will look different too the original. This meant we would need a planning permit to change the style of tiles or the wall, or to remove the decorating tiles completely. The committee decided to get a contractor to secure the remaining bricks and to put on hold the planning permit application, so it is grouped with the planning permit application that will be required to replace the cladding (allowing us to save funds as we would submit 1 single application instead of 2).

CCTV

As planned in last year's report, our CCTV system has been upgraded and a new provider was selected. The committee is currently collecting additional quotes to increase the CCTV coverage to deal with 1) security issues, 2) unlawful dumping of hard rubbish in the bin room and 3) inappropriate usage of the visitors carpark from residents. (TBC depending on quote pricing).

Who to contact in case of emergency.

A reminder that these are displayed in the notice board near the mailboxes:

In case of

-a water leak IN COMMON AREAS (whatever day, whatever time) CALL (do not text) Chadoak plumbing on 0400 069 549

-a non-urgent issue IN COMMON AREAS contact Binks & Associates at oc610984@binksandassociates.com.au, this email is only monitored during business hours on business days,

-an urgent issue IN COMMON AREAS (whatever day, whatever time) CALL Kilburn on 03 9428 0056 (they are a plumbing company, but they are also our 1st point of call, they know who to contact for other types of issues and will organise for them to come onsite)

If you have an issue in your apartment and you are a tenant, please refer to your agent's procedure.

*Note that Binks & Associates installed a lockbox at the mailroom to provide access to owners and residents to the building service key, allowing owners and residents to access water meter cupboards in case of emergency. Binks & Associates will provide to all owners information on how to access the key once the lockbox is installed.

BINKS & ASSOCIATES PTY. LTD.

STRATA MANAGERS

2/390 Canterbury Road, Surrey Hills
All mail to: PO Box 67, Surrey Hills, 3127

ACN 006 546 381
Telephone 03 9536 5700

Owners Corporation Plan No. 610984
oc610984@binksandassociates.com.au

MANAGERS REPORT TO THE AGM, 2025
OC610984 - CVU APARTMENTS – 232-242 ROUSE STREET, PORT MELBOURNE

Introduction

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 carry out the instructions of the committee and does not make decisions unless required 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.

At the last AGM, it was resolved to increase the number of members to 8. The following members were elected to serve on committee; Ms Nason (lot G02), Mr Fiszer (lot 101), Ms Mehdizadeh Amiraski (lot 122), Ms Gabriel (lot 311), Ms Andrieux (lot 314), Ms Griffin (lot 401), and Mr Milne (lot 510). Ms Leso (lot 217) had sold their apartment.

Appointment of Manager - appoint a manager unless it opts out by a 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 meets this requirement.

Review of Financial Statements - have their financial statements reviewed by an independent person. The Owners Corporation meets this requirement.

Maintenance Plan - prepare and approve a maintenance plan for which it is responsible. The Owners Corporation meets this requirement.

Insurance Valuations – obtain a valuation for insurance purposes every five years. The Owners Corporations last valuation was 28/09/2022 and therefore meets this requirement.

Owners Corporation manager

After 24 years working in the strata industry (10 of those with Binks and Associates) the previous Owners Corporation Manager Lee-Anne has decided to retire from strata management. I have since taken over as the new manager from March 2025 and have been actively working with the committee on several matters, while also continuing to familiarise myself with the premises.

This building has a long history involving various issues and ongoing major projects, and it takes time to fully understand all aspects. The patience of owners is appreciated as things continue to settle and we work through these matters together. I look forward to working with all owners, building relationships, and continuing to support the building moving forward.

2024 Financial Statement

The classified list of expenditure, sent with the notice of meeting, identifies costs incurred by the Owners Corporation to 31/12/2024. The financial statement for the 12-month period is in two parts. This will only be applicable for this year, and the financials for the year ended 30/12/2025 will cover a full12-month period. A consolidated financial report is attached.

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 2025

An increase of 25% in fees, in line with the proposed budget of $720,414.01 ($635,347.49 GF and $85,066.52 MF) from $576,370.99 ($493,861.99 GF and $82,509.00 MF) for the year ending 31/12/2024, is being proposed.

The increase is to accommodate a budget increase of $110,000 for Cladding / Defects (legal, professional services, management and other fees) from the existing $50,000, along with a newly included budget contribution of $76,450 as funds collected towards the cost of works for Cladding / Defects. These changes accommodate an increase of $136,450, which represents approximately 94.7% of the total increase.

Other minor increases include CPI adjustments across some services (caretaking, waste, ESM, etc.) and management fees, accounting for the remaining increase of $5,035.50, or approximately 3.5% of the total increase.

The Maintenance Fund allocation has been included in the amount prescribed by the current Maintenance Plan of $85,066.52. This accounts for $2,557.52 or approximately 1.8% of the total increase.

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 Owners Corporation. Binks & Associates do not hold monies in trust as each Owners Corporation 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.

Combustible Cladding

Background:

A previous report from 2019 indicated the total cladding on the facade to be 5% or less. In 2023, GIS was engaged to take samples for laboratory testing. The builder was requested to provide information on the type of cladding and how its affixed to the building, prior to sampling, and despite follow ups, although acknowledging the request, a formal reply has still not been provided to date.

The Buildspect building report obtained in 2022 and the GIS reports (lab test report) obtained in 2023, while identifying non-compliant cladding has been installed, does not clearly identify where the non-compliant cladding is actually located, whether it is on common property or private property, whether it needs to be fully removed, partially removed and/or an alternate fire engineered risk management solution could be considered.

Legal advice was obtained in 2023 and it was recommended that a Fire Engineer be engaged to provide a VCAT compliant report as to whether the cladding (all or some) ought to be removed. Fee estimates were then sought via the lawyers from two fire engineers and Redfire Engineering subsequently engaged in December 2023.. A Red Fire Engineers Risk Assessment and Expert Opinion Report of Mr Craig Mills dated 6 May 2024 has been obtained and is being relied upon.

The 15 - year limitation period applies from the date of the Occupancy Permit in relation to a cladding building action. Any DBDRV and VCAT Legal Proceedings in respect to a cladding building action was required to be issued by no later than 16 November 2024, otherwise the Owners Corporation would be statute barred.

Current status:

The Owners Corporation passed by Special Resolution on the 25th September 2024 to commence legal actions against the builder, LU Simon, and the Relevant Building Surveyor (RBS) entities being Peter Luzinat as the RBS, and PLP Building Surveyors and Consultants Pty Ltd. A letter of demand was issued on the builder and RBS entities and 'Certificate of Conciliation Dispute Not Suitable' issued by the DBDRV on the 28th October 2024.

WF Lawyers issued an Application on behalf of the Owners Corporation in VCAT together with Points of Claim on 3 November 2024 making a claim for damages for the costs of the removal and replacement of the non- compliant cladding against LU Simon and the RBS entities.

The costs to rectify the Defective Cladding Works are estimated to be the sum of $1,421,353.00, further particulars of which are set out in the SRB Building Consultants Combustible Cladding Replacement Cost Report of Mr Simon Brownhill dated 29 July 2024.

The VCAT listed the proceedings for an initial Directions Hearing which was conducted on Wednesday 28 May 2025. A further update on the cladding from WF Lawyers has been shared.

In addition, the building was also assessed by Cladding Safety Victoria. CSV had provided remediation works proposal along with associated documents, including councils' approval. The risk remediation works propose that all the cladding can be retained on the basis that additional hard wired smoke alarms are installed in two apartments and that electrical penetrations are checked on the canopy. The current insurer (CHU) has confirmed that, irrespective of the Cladding Safety Victoria (CSV) outcome and the Municipal Building Surveyor (MBS) signing off on their recommendation as being satisfactory, there will still be penalties imposed on the insurance premium. The Owners Corporation resolved to maintain its current legal position and continue with VCAT proceeding.

Funding of such works will be considered together once the tender process for the other building works is completed and required funds are known. Funding may involve utilising the Maintenance Fund if the Maintenance Plan permits it, special levies or a loan.

Building Works

Background

Buildspect Building Consultants inspected the building in September 2021, October 2021 and February 2022. Their report was issued September 2022. The purpose of the inspection was to examine and report on works required at the property, provide recommendations for rectification and prioritise works in order of their importance as follows;

- Alucabond Cladding
- Cracking external render
- Fibre cement sheet cladding
- Water ingress from common concrete roofs
- Water ingress into basement
- Missing flashings to brick tiles
- Balcony overflow pipe/s
- Roof top membrane
- Rusting HWS units

Current status

The Owners Corporation has considered the cladding and above defects to be undertaken concurrently, as this is expected to result in savings for the Owners Corporation. For this to occur, it is expected that the contractor selection and project/construction manager will be the same contractor.

The Owners Corporation has engaged Sedgwick to undertake a review and assessment of the existing reports; prepare the scope of works and all tender documents; draft the building contract; manage the tender process to two contractors for the cladding repairs; advise the Owners Corporation on recommended contractor selection and analysis; and further most likely act as a project advocate for the rectification process along with the cladding works through to a successful conclusion.

Other works

In addition to the above major projects, the Owners Corporation has been working with other issues and undertaking improvements for the premises. These include the regular audit of the visitor parking, CCTV upgrades forthcoming, insurance claims related to a number of garage door impact damages, hard rubbish on common property and rainwater tank rectification. The committee continues to assess further maintenance priorities and potential enhancements aimed at improving the safety, functionality, and overall presentation of the building.

General information

A reminder that if your apartment is rented, you or your agent are to provide tenants with general 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.

I look forward to continuing to work for your Owners Corporation and with your committee over the coming year.

Jessica Zhang
Owners Corporation Manager
Binks & Associates Pty Ltd

Our ref: ADW:20230191 - V2

11 June 2025

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Andrew Whitelaw
(03) 9090 6700

Attention: Jessica Zhang
Owners Corporation 1 Plan No PS 610984B
c/- Binks & Associates
390 Canterbury Road
Surrey Hills VIC 3127

VCAT UPDATE

By Email Only: oc610984@binksandassociates.com.au

Dear Jessica

Owners Corporation 1 Plan No. PS610984B
232-242 Rouse St, Port Melbourne
VCAT Proceedings - Non-Compliant Cladding Claim
BP2065/2024 - Owners Corporation 1 Plan No. PS610984B v LU Simon Builders Pty Ltd and Ors

1. We have been instructed to provide the following information, for the benefit of all lot owners, as an update on the current status of the VCAT Proceedings which have been issued by the Owners Corporations against L.U. Simon Builders Pty Ltd (**the Builder**) and Peter Luzinat and PLP Building Surveyors & Consultants Pty Ltd (**The RBS entities**) seeking damages, being the cost of the rectification of the non-compliant cladding installed on common property.

2. On instructions, an application was issued in the Domestic Building Dispute Resolution Victoria (**DBDRV**) and then on 13 November 2023 in VCAT, as a *cladding action*, in respect to non-compliant cladding located on common property.

3. The Owners Corporation's VCAT Proceeding is BP 2065 / 2024 (the **OC Proceeding**).

4. The Owners Corporation relies on an expert reports from:

   (a) Craig Mills of Red Fire Engineers (**the Red Fire Report**) which has identified non-compliant combustible cladding on the property; and

   (b) an expert report from Simon Brownhill of SRB Building Consultants dated 29 July 2024 which sets out a detailed scope of works and costings to remove the non-compliant cladding as per the recommendations in the Red Fire Report (**the Brownhill Report**).

5. The claim being made in reliance upon Mr Brownhill's assessed cost to replace all combustible cladding identified at the property is $**1,421,353.00** inclusive of GST.

6. The Builder has also issued a separate VCAT Proceedings being BP 2071 / 2024 (**the Builder's Proceeding**) in which it seeks to make a claim for contribution against:

   (a) the RBS entities;

   (b) Architect - Bruce Henderson Architects Pty Ltd; and

   (c) Cladding Systems Pty Ltd and Construct Australia Pty Ltd (formerly Cladding Systems Pty Ltd) (**Cladding subcontractors**)

7. Our office only became aware of the Builder's Proceeding late evening on Monday 26 May 2025, when the Solicitors for the Builder advised of the same and advised on an intention to seek Orders at the upcoming Direction Hearing for the Respondents in the Builder's Proceeding to be joined as Respondents in the OC Proceeding.

8. An initial Directions Hearing was conducted before Member Bennett in VCAT via zoom on Wednesday 28 May 2025.

9. At the Direction Hearing orders were sought on behalf of the Owners Corporation for a date for the Builder and RBS entities to file a defence, expert reports and for the matter to be listed for a Compulsory Conference.

10. The Bulder made an application, without proper notice or material, seeking to join the Respondents to its Proceeding to the OC Proceeding to seek to take advantage of the provisions of the *Wrongs Act* in relation to apportionable liability, which provides, in short summary, that where a party is joined and is alleged to be a *concurrent wrongdoer*, the Builder can seek to reduce its liability to the Owners Corporation but saying the joined parties are instead liable for a portion of the Owners Corporation's loss. To do so, the Builder must establish that any such party owed the Owners Corporation a duty of care, to be considered a concurrent wrongdoer (and therefore liable on an apportionable basis).

11. A difficulty for the Owners Corporation, if joinder was to be granted, is that the Owners Corporation is out of time, by way of limitation period, to then make a direct claim against such joined parties for any apportioned loss, and therefore it would not recover that percentage of loss from such joined parties (if they were also held partially liable). It is in the interests of the Owners Corporation to seek to have the Builder, and the RBS entities found to be the only liable parties, so that the Owners Corporation can seek to recover 100% of its loss being claimed from the Builder and RBS entities.

12. The application for joinder was therefore opposed on the basis there was no proper material before the Tribunal for it to be properly considered. The solicitors for the Cladding subcontractors also opposed the application being heard without proper material, and further stated the Builder had sued the wrong subcontractor companies.

13. The VCAT member agreed that for a joinder to be considered it needs to be made by way of proper application and on affidavit material.

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14. Orders have been made as follows:

    (a) By 16 July 2025 - The First Respondent (Builder) has leave to file and serve an application and supporting material, including affidavits, seeking orders for joinder of a party. This is to include the Builder's proposed Points of Defence in the OC proceeding.

    (b) The proceedings are listed for a further directions hearing on 1 October 2025 at 2:15 pm, at which time any application for joinder will be heard and further orders will be made for the future conduct of the proceeding.

15. Following the Direction Hearing solicitors for the Cladding subcontractors, wrote to solicitors for the Builder again setting out their position to say the Builder has sued the wrong companies in the Builder Proceedings and it would oppose any application to join theses parties to the OC Proceeding. Whether the Builder will attempt to do will be known by 16 July.

16. The Owners Corporation, subject to the material to be filed and served by the Builder seeking joinder, will oppose such joinder on a number of legal grounds.

17. We now await the joinder application being made, and the further Directions Hearing on 1 October 2025, following which we will provide further updated advice as to next steps in the Proceedings.

We trust this assists.

Yours faithfully
Whitelaw Flynn Lawyers



Andrew Whitelaw
Director
Email: awhitelaw@wflawyers.com.au

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Arrears management policy for consideration by the Owners Corporation

Lot owners have a statutory obligation to pay the contributions, levies, fees and charges that they owe to the OC by the due date. Most lot owners do the right thing however there is a minority that do not. When lot owners don't pay their fees, it requires the OC and its manager to perform additional work to collect the arrears that it would ordinarily spend on managing the common property. It also makes it difficult to cover the cost of the recurrent expenses that the OC incurs in discharging its duty to insure, repair and maintain and service the common property and its lot owners. The policy set out below outlines the stages designed to provide owners with a clear structure and boundaries as to when interest, fees and charges will apply - the intent is for it to be done in a fair and equitable manner, whilst still providing a deterrent for non-payers and ensuring that those that accrue arrears pay for the cost of managing the arrears. If a lot owner is having difficulties meeting their obligations, then they should contact the OC and its manager to discuss possible alternative payment arrangements.

The policy is the formalisation of existing best practices into documented ones and enables cost savings achieved via automation to be passed on the Owners Corporation.

The policy has been designed to sit within the resolutions passed by the OC at each AGM, with the view that it may be varied from time to time on an as needed basis by the committee.

Stage 1

If payment is not made 7 days past the due date, the first reminder will be sent. An interest grace of 14 days is offered. If payment is not made after 14 days past the due date, interest will be applied (back dated to the due date) at the maximum rate as stated under the Penalty Interest Rates Act 1983 Vic (10% for the last few years).

Stage 2

If payment is not made for a minimum of 30 days past the due date, interest will continue to accrue and a fee of $37.40 will be applied (being 12 minutes of the manager's time in pursuing the arrears). The debtor will be advised that the OC can take action under part 11 of the Act.

Stage 3

If the arrears remain unpaid for a minimum of 60 days past the due date and exceed $3,000, interest will continue to accrue, a final notice will be served and fees and charges of $187.00 will be applied (being one hour of the manager's time in pursuing the arrears). The correspondence will also note the OC's intention to take further action under Part 11 of the Act.

Stage 4

Subject to the earlier actions being done, if the arrears remain unpaid for a minimum of 88 days past the due date interest will continue to accrue, additional fees and charges of $93.50 will be applied (being thirty minutes of the manager's time in pursuing the arrears) and a legal letter of demand will be served on the lot owner. The letter of demand will be accompanied by the solicitor's fee in preparing the letter of demand.

Stage 5

Legal action is initiated after consultation with the OC committee.

Balance Sheet - O/Corp 610984
"CVU"
232-242 ROUSE STREET, PORT MELBOURNE, VIC 3207

For the Financial Period 01/01/2025 to 31/12/2025 - Prepared by Gershwin Mooroogiah

FINAL

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC NO 610984	$178,584.29	$336,082.74	$514,667.03
OC610984 - Investment Account #060	$0.00	$48,571.07	$48,571.07
OC610984 - Investment Account #496	$0.00	$210,592.53	$210,592.53
OC610984 - Investment Account #703	$0.00	$143,495.72	$143,495.72
OC610984 - Investment Account #714	$0.00	$97,294.13	$97,294.13
GST Unpaid	$1,369.99	$0.00	$1,369.99
Levies Receivable	$76,590.58	$6,693.32	$83,283.90
Payments in Advance	$6,899.88	$0.00	$6,899.88
Total Assets	**$263,444.74**	**$842,729.51**	**$1,106,174.25**
Liabilities			
Accounts Payable	$21,969.73	$0.00	$21,969.73
BAS Clearing	$3,603.23	$(157.22)	$3,446.01
GST Uncollected	$(186.81)	$(329.88)	$(516.69)
Income Tax Payable / (Refundable)	$0.00	$(1,411.00)	$(1,411.00)
Levies in Advance	$78,286.27	$10,324.08	$88,610.35
Total Liabilities	**$103,672.42**	**$8,425.98**	**$112,098.40**
Net Assets	**$159,772.32**	**$834,303.53**	**$994,075.85**
Owners Funds			
Opening Balance	$(37,720.76)	$788,915.25	$751,194.49
Net Income For The Period	$197,493.08	$45,388.28	$242,881.36
Total Owners Funds	**$159,772.32**	**$834,303.53**	**$994,075.85**

232-242 Rouse street Port Melbourne
Committee Report to the AGM 2024

Cladding
The ACP / alucobond cladding has been tested for flammability, which came back positive (less than 5%).
As the building is less than 15 years old, the committee decided to engage lawyers to help manage this situation (15 years old on October 2024, the building warranty is 15 years for cladding related claims). The lawyers requested fire engineers to produce a report assessing the risks of the flammable cladding present on our facade. The report should be provided by the fire engineers shortly.
The manager report will contain further details on this topic

Buildspect
As per the 2023 committee report, 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 and provided their final report in September 2022.
In the 2023 committee report, we stated that the next steps were:

- Have the alucobond tested for flammability - refer to section above
- Obtain the plans from council - received.

The rest of the work has been paused while we understand what needs to be done with the ACP cladding. The potential cladding works are likely to impact the overall scope of work (ie, if we need to remove some cladding, we might need scaffolding which would also be required for other items identified in the Buildspect report. We also keep in mind that the cladding removal could damage other works we would have started)

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.

Cleaning exterior facade
In 2023, $10k were budgeted to clean the facade. The quotes we received after the AGM were twice this amount, and because the cladding and Buildspect work will include work on the facade, we decided not to go ahead with the facade clean at this stage.

Balcony glass
A balcony glass panel on level 5 shattered for no apparent reason and fell to below levels in January 2023. Owners who have similar balcony glass (level 4 and 5 only) were contacted by

Binks & Associates to identify any panels that have any movement. 2 apartments reported panel movement and these were resecured.

Annual Inspection
Thanks to those committee members who participated in the annual inspection of the building on 24th of February 2024. 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.
Visitor car parks have been full most of the time for the last few months. An audit has been conducted and Binks & Associates have contacted all owners to remind them of the purpose of visitor parking (to be used by visitors only, for limited periods of time, not to be used by residents, including if they own a second car).

Walls painting
The lift wall in the basement was repainted.

Pumps
We replaced the hot water pumps and storm water pumps as they were failing or getting old and would have put the comfort of residents at risk.
The rainwater pump also needs replacement, we are waiting on quotes.

Windows cleaning
The yearly window clean was carried out in December 2023. The clean includes inaccessible windows only i.e. those not accessible by the resident. This year, it also included the cleaning of the level 2 ledge in the courtyard.

Waste management
We changed waste management provider (Remondis to Bin boys) in September as they offered a significantly cheaper service.

Car park remote sensor
We installed a cover to protect the car park gate motor. This caused the sensor to be less sensitive to remotes (only raised as an issue after a couple of months). The sensor is in the process of being moved to allow for better reception.

Brick missing on exterior wall on Church street
An unknown vehicle or truck damaged the bricks on the exterior wall on Church street. The cleaners picked up the bricks and stored them securely. We are waiting for quotes to have them reinstated.

CCTV
Our CCTV system will be upgraded shortly, a new provider has just been selected.

BINKS & ASSOCIATES

MANAGERS REPORT TO THE AGM, 2024

OC610984 - CVU APARTMENTS – 232-242 ROUSE STREET, PORT MELBOURNE

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.

At the last AGM, it was resolved to increase the number of members to 8. The following members were elected to serve on committee; 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 Ms K Nason (lot G02). Mr R Duran and Mr G Loftus have since sold their apartments.

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 meets this requirement.

Review of Financial Statements - have their financial statements reviewed by an independent person. The Owners Corporation meets this requirement.

Maintenance Plan - prepare and approve a maintenance plan for which it is responsible. The Owners Corporation meets this requirement.

Insurance Valuations – obtain a valuation for insurance purposes every five years. The Owners Corporations last valuation was 28/09/2022 and therefore meets this requirement.

2023 Financial Statement

The classified list of expenditure, sent with the notice of meeting, identifies costs incurred by the Owners Corporation to 31/12/2023.

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 2023-2024

An increase of 5% in fees in line with the proposed budget of $576,310 (from $548,620) for the year ending 31/12/2023, is being proposed. The slight increase is to accommodate current increases in insurance premium, CPI increases across some services, and the inclusion of expert fees relating to cladding. 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.

Combustible Cladding

Background:
A previous report from 2019 indicated the total cladding on the facade to be 5% or less. In 2023, GIS was engaged to take samples for laboratory testing. The builder was requested to provide information on the type of cladding and how its affixed to the building, prior to sampling, and despite follow ups, although acknowledging the request, a formal reply has still not been provided to date.

The Buildspect building report obtained in 2022 and the GIS reports (lab test report) obtained in 2023, while identifying non-compliant cladding has been installed, does not clearly identify where the non-compliant cladding is actually located, whether it is on common property or private property, whether it needs to be fully removed, partially removed and/or an alternate fire engineered risk management solution could be considered.

Legal advice was obtained in 2023 and it was recommended that a Fire Engineer be engaged to provide a VCAT compliant report as to whether the cladding (all or some) ought to be removed. Fee estimates were then sought via the lawyers from two fire engineers and Redfire Engineering subsequently engaged in December 2023. The report is currently being finalised for publication.

The 15-year limitation period applies from the date of the Occupancy Permit in relation to a cladding building action. Any DBDRV and VCAT Legal Proceedings in respect to a cladding building action must therefore be issued by no later than 16 November 2024, otherwise the Owners Corporation will be statute barred.

Next Steps

Once the report is finalised, a scope of works will be required for the cladding to be removed and replaced, in full or part and the what the costs of such works will be (to be costed by either Buildspect, alternative builders, and or a quantity surveyor).

A formal Letter of Demand will then be issued by the lawyer on the Builder, asking them to advise as to its intentions to rectify or pay for the removal and replacement of the non-compliant cladding and associated works. A resolution may be able to be reached regarding such matters at that time. If a resolution cannot be reached, further legal action will need to be considered.

Section 18(1) of the Owners Corporation Act states amongst other things, an Owners Corporation must not bring legal proceedings for this type of claim unless it is authorised by special resolution to do so where the claim is more than the jurisdiction limit of the Magistrates Court being $100,000. If the claim is within the jurisdictional limit, then an ordinary resolution is required, which can be passed by the Committee. As the amount of the claim will most likely be more than $100K a special resolution will be required to be passed to issue legal proceedings in VCAT. This will need to be done by way of Ballot and in compliance with the Owners Corporation Act 2006.

An application to the DBDRV and participation in its process is now a precondition to any right to issue a legal proceeding in VCAT. If the Owners Corporations wish to now make a claim for damages or redress in relation to the non-compliant cladding, it must first file an application with the DBDRV which must, within 10 days, provide a determination as to whether the claim is suitable for 'conciliation' or whether it is "not suitable". Where the DBDRV determines that conciliation is appropriate, the parties will be further contacted and required to cooperate with any directions given by a Conciliation Officer. If the DBDRV determines the claim is not appropriate for conciliation, it will issue a "Certificate of Conciliation – Dispute not suitable" which then allows parties to issue their building dispute in VCAT.

Once legal proceedings are issued against the Builder in VCAT, the matter will be listed for a Directions Hearing at which time various procedural orders will be made including time for the Builder to file and serve a defence, any joinder applications and any expert reports they intend to rely upon within a certain period. The matter will also be listed for a mediation or compulsory conference, which is the same as a mediation but conducted before a Tribunal Member on a without prejudice basis. The mediation and or compulsory conference provides the parties with the opportunity to resolve the dispute and claim by way of settlement. If the matter cannot be resolved, further orders will be made at a future Directions Hearing for additional procedural steps including discovery, witness statements a Tribunal book and for the matter to be listed for Final Hearing.

As was the case last year, the insurer has put a demand on the Owners Corporation for a fire engineering report and confirmation on the OC's intentions, before it will consider future insurance terms. The next renewal is 13/06/2024.

Building Works

Background

Buildspect Building Consultants inspected the building in September 2021, October 2021 and February 2022. Their report was issued September 2022. The purpose of the inspection was to examine and report on works required at the property, provide recommendations for rectification and prioritise works in order of their importance as follows;

- Alucabond Cladding
- Cracking external render
- Fibre cement sheet cladding
- Water ingress from common concrete roofs
- Water ingress into basement
- Missing flashings to brick tiles
- Balcony overflow pipe/s
- Roof top membrane
- Rusting HWS units

Next Steps

As soon as the cladding issue is resolved, the engagement of Buildspect will be considered to tender some or all of the schedule of works to suitable contractors able to undertake rectification works; to advise the Owners Corporation regarding contractor selection; to 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 to project-advocate the rectification process through to a successful conclusion. Funding of such works will be considered once the tender process is completed and required funds are known. Funding may involve utilising the Maintenance Fund if the Maintenance Plan permits it, special levies or a loan.

General information

A reminder that if your apartment is rented, you or your agent are to provide tenants with general 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. Please refer to a recent circular distributed in this respect.

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

BINKS & ASSOCIATES PTY. LTD.

STRATA MANAGERS

2/390 Canterbury Road, Surrey Hills ACN 006 546 381 Telephone 9536 5700
All Mail to: P.O. Box 67, Surrey Hills, 3127 (Fax 9534 8198)

21/08/2024

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

Addressed to
all owners

oc610984@binksandassociates.com.au

CIRCULAR TO ALL OWNERS

RE: IMPORTANT DATES REGARDING CLADDING BALLOT AND MEETING

We write in reference to the notice from the Committee that was circulated to all owners on 5 August 2024 regarding the combustible cladding and the forthcoming Special Resolution ballot.

As previously advised, in order for the Owners Corporation to take action against the builder for the combustible cladding, any legal proceeding must be issued in the Victorian Civil and Administrative Tribunal (VCAT), within 15 years after the date of issue of the occupancy permit otherwise it will be statute barred. That said, any legal proceeding must be issued in VCAT no later than 15 November 2024. In order for the Owners Corporation to do so, it must be authorised by special resolution. A special resolution by ballot requires the support of at least 75% of the total unit entitlements of all lots affected by the Owners Corporation.

THE COMMITTEE HAS REQUESTED THAT OWNERS BE FOREWARNED OF THE FOLLOWING IMPORTANT DATES THAT REQUIRE YOUR ATTENTION.

1. An information circular to lot owners from Whitelaw Flynn Lawyers, a notice of ballot to lot owners detailing the voting process and what is required from you as the lot owner, joint lot owner or company owner and a ballot voting paper, will be issued by our office on **Wednesday 11 September, 2024**.

2. A zoom meeting (referenced as a Town Hall Meeting) for all lot owners and Whitelaw Flynn Lawyers is scheduled for **Tuesday 17 September, 2024** at 6pm.

3. The ballot closing date is 5pm on **Wednesday 25 September, 2024**

Some summary keys points to note:

1. Fully read the documents as soon as you receive them.

2. The OC must issue legal proceedings no later than 15 November 2024, otherwise it will be statute barred.

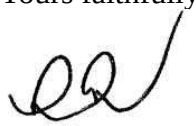
3. In line with the recommendation of the fire engineer, SRB Building Consultants has provided a costing of $1,421,353.00 for rectification works. If legal proceedings are not issued, the cost to owners will range between $9,721.35 - $25,087.35 per lot, depending on lot liability.

4. Attend the Meeting. At conclusion of the presentation, there will be a Q&A session.

5. Vote and submit your ballot papers, by the closing date. It is imperative that all owners participate in the ballot by returning ballot papers with their vote by the ballot closing date.

Please expect further communications from our office in due course.

Yours faithfully,



Lee-Anne Shevlin
Binks & Associates, for the Owners Corporation.

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,

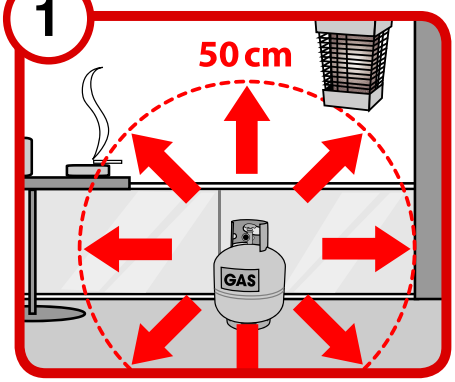
Statewide Cladding Audit Team
Victorian Building Authority

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.

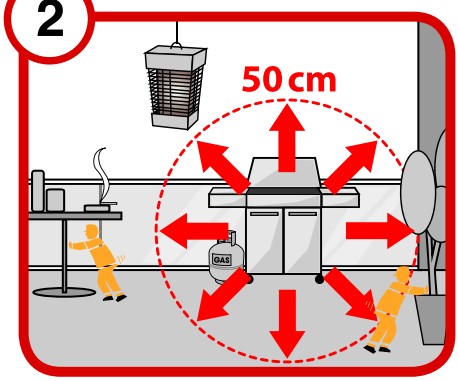
Please take the following actions immediately to ensure your safety and prevent property damage.

1



Always store gas bottles outside, upright and away from sources of heat.

2



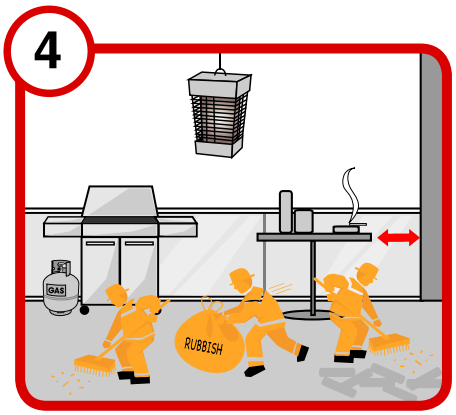
When using a barbeque maintain a safe distance of 50 cm from exterior walls, anything else that could burn, as well as any electrical ignition sources.

3



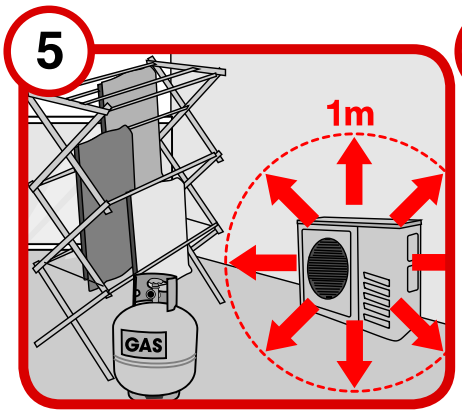
Smokers should use heavy, high-sided ashtrays (made of glass, ceramic or metal) to prevent them tipping over. Always fully extinguish cigarettes.

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)

Outlook

oc610984, 232-242 Rouse Street, Port Melbourne I Special Resolution Ballot Results I Commence Legal Proceedings

From oc610984@binksandassociates.com.au <oc610984@binksandassociates.com.au>
Date Thu 03/10/2024 14:02
To oc610984@binksandassociates.com.au <oc610984@binksandassociates.com.au>

Dear Owner/s

RESULT OF THE SPECIAL RESOLUTION BALLOT TO COMMENCE LEGAL PROCEEDINGS WITH CLOSING DATE 25/09/2024 AT 5PM.

MOTION 1 AND 2:

Pursuant to sections 18 of the Owners Corporation Act 2006 Owners Corporation 1 Plan No. PS 610984B is authorised to make any demands and issue any claims, applications or legal proceedings and/or insurance claims as necessary to enforce the rights of Owners Corporation 1 Plan No PS 610984B to claim the costs, loss and damage for rectification and completion of defective, non-compliant and/or incomplete building works on common property on behalf of the Owners Corporation, and

The Committee of Owners Corporation 1 Plan No PS 610984B is delegated without limitation, the power to conduct and represent Owners Corporation 1 Plan No PS 610984B in any claims, demands, insurance claims, applications, legal proceedings, negotiations or settlements, including the power to give all instructions from time to time as necessary or desirable for the prosecution and/or settlement of any claims, applications or legal proceedings arising from or in relation to defective, non-compliant and/or incomplete building works on common property on behalf of the Owners Corporation;

Voting on resolution as follows:

In Favour	7678	84.70%
Against	62	0.68%
Did not vote	1325	14.62%

Total 9065 units of lot entitlement

RESULT: Motion 1 and 2 was passed by a special resolution of members.

MOTION 3:

Pursuant to section 52 of the Owners Corporation Act 2006 Owners Corporation 1 Plan No PS 610984B may carry out a significant alteration to the appearance of the common property being the rectification of defective works on common property and all associated works which may be necessary or related to such works.

Voting on resolution as follows:

In Favour	7740	85.38%
Against	0	0.00%
Did not vote	1325	14.62%

Total 9065 units of lot entitlement

RESULT: Motion 3 was passed by a special resolution of members.

Whitelaw Flynn Lawyers has been instructed to commence legal proceedings accordingly.

Regards,

Lee-Anne Shevlin CSCM
Senior Owners Corporation Manager
Binks and Associates Pty Ltd, for the Owners Corporation
Address: Suite 2/390 Canterbury Road, Surrey Hills VIC 3127
T: (03) 9536 5700
W: www.binksandassociates.com.au



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 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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.

XRGOAK

Rates and charges 2025-26

4th Instalment notice

Want to go paperless?

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eNotices

CITY OF PORT PHILLIP

ABN 21 762 977 945

D J Bishop
C/- XYNERGY REALTY GROUP (OAKLEIGH)
158 Drummond Street
OAKLEIGH VIC 3166

Property details

125/232-242 ROUSE STREET PORT MELBOURNE VIC 3207

Legal description	Lot 125 PS610984B V11167 F919
Owner/ Ratepayer	David John Bishop

Site value	$90,000	Capital improved value	$450,000	Net annual value	$22,500
Level of value date	01/01/2025	Effective date	01/07/2025	Ward	Port Melbourne

Any payments made on or after 21 April 2026 may not be reflected on this notice

Assessment number	**245424**
Date of issue	**30/04/2026**

TAX INVOICE (no GST included)

Paying your rates

Instalment due

$291.00

Due date **31 MAY 2026**

Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2025/26 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2026.

Interest charges may apply on late payment

See back of notice for more details.

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

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

Ask a question or make a request online

ASSIST 03 9209 6777

portphillip.vic.gov.au

Scan the QR code

National Relay Service

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

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

What are your payment options?

IMPORTANT! No spaces when entering payment reference numbers

Assessment number	Property address	Due date	Amount due
245424	125/232-242 ROUSE STREET PORT MELBOURNE VIC 3207	31 MAY 2026	**$291.00**

BPAY®

Biller Code: 356899
Ref: 2026 1751 2454 247

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 1751 2454 247

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

PHONE

BPOINT

Biller Code: 356899
Ref: 2026 1751 2454 247

1300 276 468

IN PERSON

Post Billpay

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

*3178 202617512454247

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.

Emergency Services and Volunteers Fund (ESVF)

The Emergency Services and Volunteers Fund (ESVF) replaces the Fire Services Property Levy from 1 July 2025.

This new levy will be collected by council and included in the rates notices.

This is a State Government tax / charge, NOT a council-imposed fee.

For 2025/26, it is estimated that this levy will raise for the Victorian Government approximately $37.7 million from ratepayers in our municipality, a sharp 57 per cent increase from $24 million in 2024/25.

Key changes in the ESVF for 2025/26 include:

- Fixed component of the ESVF to increase by 3 per cent depending on property type
- Variable component of the ESVF to increase by 64 per cent for industrial properties and 100 per cent for residential and commercial properties
- Most residential properties will increase by $50 to $150 depending on property value, which is significantly higher than the 3 per cent rates cap increase.

ESVF support line: 1300 819 033
sro.vic.gov.au/esvf (General enquiries)
service.vic.gov.au/evrs (Volunteers rebate enquiries)

Change of address

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

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

Postal delays

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

Penalties for late payments

Amounts not paid by the due dates on this notice may be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (unless an agreement is in place).

All payments will be allocated as follows:

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

Waste charges

- Default Waste Charge for all rateable properties $230.30
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $77
- Annual Garbage Charge for non-rateables using Council waste collection service $500 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $290
- Additional 120-litre waste bin charge $290.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $82
- Private waste collection rebate (residential properties) $89.

Are you a pensioner?

Council offers rates assistance for pensioners of $230 (maximum) in addition to a $266 (maximum) Victorian Government rebate and $50 fixed rebate for the Emergency Services Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (War Widow or TPI). **Health Care and Seniors Cards are not eligible**.

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

OWNERS CORPORATION FEE NOTICE

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

Tax Invoice

Owners Corporation Plan No. 610984
232-242 Rouse Street, PORT MELBOURNE VIC 3207
ABN: 89003829364

Address of the Owners Corporation
Owners Corporation Plan No. 610984
c/o Binks & Associates Pty Ltd
PO Box 67, SURREY HILLS VIC 3127
Ph: 03 9536 5700
E-mail: oc610984@binksandassociates.com.au

Lot: 125

Date of Notice: 25/05/2026

Mr D Bishop
c/- Xynergy Realty Group
OAKLEIGH VIC 3166

Notice is hereby given by Owners Corporation Plan No. 610984 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.
(All amounts listed include GST unless otherwise specified.)

Due Date	Ref.	Details	Admin	Maintenance	Int/Disc	Paid	Due
01/07/2026	1350	Quarterly fee (01/07/26 - 30/09/26) ^	$1,699.63	$234.62	$0.00	$0.00	$1,934.25
^ Current period levies in this Tax Invoice total $1,934.25. GST included is $175.84.					**Total of the above charges***		**$1,934.25**

*The above total does not include any overdue amounts or amounts in credit. A statement can be provided on request.

Interest will accrue daily on overdue fees and charges at an **annual interest rate of 10.00%** until paid. The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change.

Ways to pay

CARD OR DIRECT DEBIT

DEFT Reference Number
2720523416121185251

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

BPAY

Biller Code: 96503
Ref: 2720523416121185251

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 272052341 6121185251
Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to OC NO 610984

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

OWNERS CORPORATION FEE NOTICE

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

Important information on fees and charges

(This page is part of the Fee Notice)

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

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

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

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations 2018 (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process
If you believe the Manager, a Lot owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

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

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

Resolving disputes through the Dispute Settlement Centre of Victoria
You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the DSCV website (disputes.vic.gov.au).

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

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Group account enquiries
southeastwater.com.au/enquiries or call 1300 310 118
Mon-Fri 9am to 5pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

DAVID J BISHOP
C/O:XYNERGY REALTY
158 DRUMMOND STREET
OAKLEIGH VIC 3166

Account number: 20174070
Date due: 08 July 2026

Last bill	Payments received	Balance	Current charges	Total due
$176.05	− $176.05cr =	$0.00	+ $176.05	$176.05

Your account breakdown

Issue date	22 June 2026
Property	Unit 125 232-242 Rouse Street PORT MELBOURNE VIC 3207
Property reference	09B//03701/10117
Group account number	2934271
Last bill	$176.05
Payment received	$176.05cr
Balance brought forward	$0.00
Our charges (no GST)	$122.38
Other authorities' charges (no GST)	$53.70
Total due	**$176.05**

Your snapshot

Average daily cost **$1.34**

Payment options

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

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1002 0174 0700 009

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **20174070**
Account name: **South East Water Corporation**

Post Billpay **Post Billpay**
BillpayCode: 0361 Ref: **1002 0174 0700 009**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Services Australia **Centrepay**
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 09B//03701/10117
UNIT 125 232-242 ROUSE STREET
PORT MELBOURNE VIC 3207

*361 100201740700009

PN09B

Total due: $176.05
Account number: 20174070
Date paid:
Receipt number:

+00000020174070> +009124+ <0000000000> <0000017605> +444+

Our charges

Service charges

For period 01/04/26 to 30/06/26	
Water service charge	$21.97
Sewerage service charge	$100.41
Total service charges	**$122.38**
Our charges	**$122.38**

Other authorities' charges

	Charge
Parks charge 01/04/26 to 30/06/26	$22.45
Waterways and Drainage charge 01/04/26 to 30/06/26	$31.25
Total other authorities	**$53.70**
Total current charges	**$176.05**

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/26 to 30/06/26**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/04/26 to 30/06/26**.

Additional information

Payment assistance

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

Our customer charter

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

Your next bill will look a little different

You shared your feedback and we've used it to improve your bill.

Learn more at **southeastwater.com.au/yourbill**



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