

DATED

2026

DOROTHY THOMAS

to

CONTRACT OF SALE OF LAND

Property: Unit 2601, 265 Exhibition Street, Melbourne VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:2973S

Contract of Sale of Land

Property:

**Unit 2601, 265 Exhibition Street, Melbourne VIC
3000**

Fast Settle

TARNEIT VIC 3029

Tel: 0423 382 568

C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Ref: MS:2973S

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:

Dorothy Thomas

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: Dorothy Thomas
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Fast Settle
Address: Tarneit VIC 3029
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Email: info@fastsettle.com.au
Tel: 0423 382 568 Mob: Ref: 2973S

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

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2601, 265 Exhibition Street, Melbourne VIC 3000

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 Act 1980; and
 - (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor's Statement").
- 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 negated 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 paid or 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 ADJUSTMENTS

- 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 indemnify 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 1962* 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".

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;

- (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in

which the security interest is granted.

- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser

is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,

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

correct.

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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 outgoing.

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

Vendor Statement

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

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

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

Land	UNIT 2601, 265 EXHIBITION STREET, MELBOURNE VIC 3000
-------------	--

Vendor's name	Dorothy Thomas	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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10323 FOLIO 543

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LAND DESCRIPTION

Lot 2601 on Plan of Subdivision 349276K.
PARENT TITLE Volume 10323 Folio 373
Created by instrument PS349276K 04/04/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DOROTHY MARY THOMAS of 85 MULCAHY ROAD PAKENHAM VIC 3810
AX462938J 17/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
U667081M 05/03/1997

DIAGRAM LOCATION

SEE PS349276K 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 2601 265 EXHIBITION STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 18030P DUFFY & SIMON
Effective from 17/11/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS349276K



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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

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DOCUMENT END



Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	23
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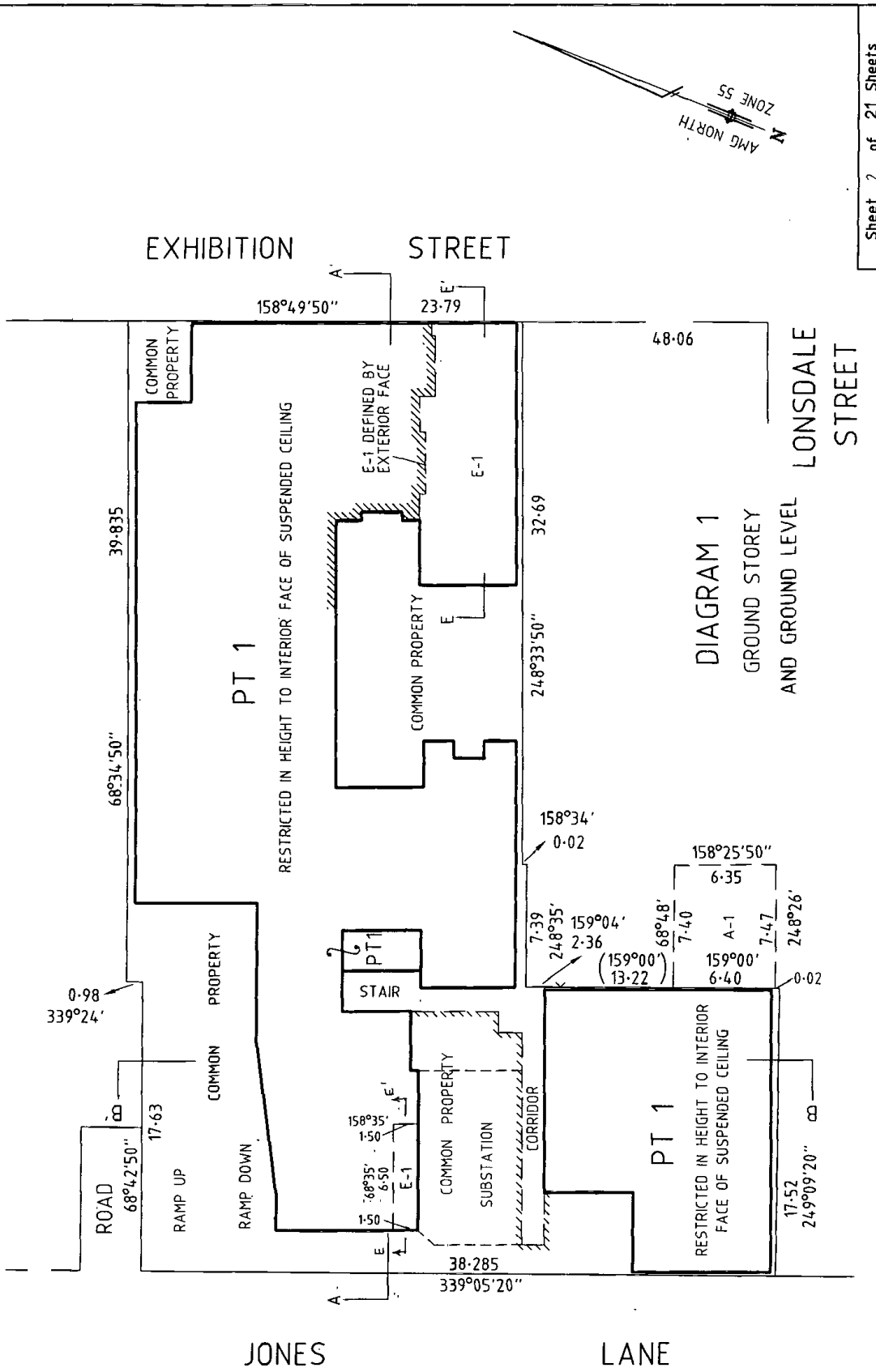
PLAN OF SUBDIVISION		EDITION 15	Plan Number PS 349276K															
<p style="text-align: center;">Location of Land</p> <p>Parish : MELBOURNE NORTH CITY OF MELBOURNE</p> <p>Township :</p> <p>Section : 26</p> <p>Crown Allotment : 7 (PART) & 9</p> <p>Crown Portion :</p> <p>LTO Base Record : MELBOURNE NORTH CHART 35</p> <p>Title Reference : VOL.10323 FOL.373</p> <p>Last Plan Reference : LOT 2 ON PS 349277H</p> <p>Postal Address : REGENCY TOWERS (at time of subdivision) 245 - 273 EXHIBITION STREET 12 - 20 JONES LANE AMG Co-ordinates MELBOURNE 3000 for approx. centre of land E 321150 in plan) N 5813155 Zone : 55</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: CITY OF MELBOURNE Ref: TP 96/1003 (1392)</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certificate under section 6 3/4/97</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in stage</p> <p>Council delegate Council seal Date 3/4/97 Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council delegate Council Seal Date / /</p>																
<p style="text-align: center;">Vesting of Roads and / or Reserves</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Identifier</th> <th>Council / Body / Person</th> </tr> </thead> <tbody> <tr> <td colspan="2">BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</td> </tr> <tr> <td colspan="2">LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</td> </tr> <tr> <td colspan="2">EXTERIOR FACE - BOUNDARIES SHOWN THUS (E)</td> </tr> <tr> <td colspan="2">MEDIAN - BOUNDARIES SHOWN THUS (M)</td> </tr> <tr> <td colspan="2">INTERIOR FACE - ALL OTHER BOUNDARIES (UNLESS SHOWN OTHERWISE)</td> </tr> </tbody> </table>		Identifier	Council / Body / Person	BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.		LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:		EXTERIOR FACE - BOUNDARIES SHOWN THUS (E)		MEDIAN - BOUNDARIES SHOWN THUS (M)		INTERIOR FACE - ALL OTHER BOUNDARIES (UNLESS SHOWN OTHERWISE)		<p style="text-align: center;">Notations</p> <p>Staging This is/is not a staged subdivision Planning Permit No.</p> <p>Depth Limitation DOES NOT APPLY</p> <p>ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS, FOOTINGS AND FOUNDATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY. THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT ALWAYS BEEN SHOWN ON DIAGRAMS SHOWN HEREIN.</p> <p>THE COMMON PROPERTY (OR CP) IS ALL THIS LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES EXCEPT THOSE SHOWN THUS (M)</p> <p style="text-align: center;">LOTS IN THIS PLAN MAYBE AFFECTED BY ONE OR MORE CORPORATIONS FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT</p> <p>Survey This plan is / is not based on survey IN PS 349277H This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.</p>				
Identifier	Council / Body / Person																	
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.																		
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:																		
EXTERIOR FACE - BOUNDARIES SHOWN THUS (E)																		
MEDIAN - BOUNDARIES SHOWN THUS (M)																		
INTERIOR FACE - ALL OTHER BOUNDARIES (UNLESS SHOWN OTHERWISE)																		
<p>LOTS 1210, 2411 & 3109, 3206 ARE IN FOUR PIECES</p> <p>LOTS 805, 810, 910, 911, 1005, 1010, 1011A, 1102, 1105, 1110, 1202, 1205, 1305, 1309, 1310, 1403, 1405, 1501, 1505, 1511, 1605, 1705, 1805, 1806, 1901, 1911, 1905, 1906, 2001, 2002, 2005, 2101, 2103, 2105, 2201A, 2203, 2205, 2301, 2302, 2305, 2309, 2310, 2401, 2406, 2411, 2501, 2505, 2601, 2609, 2611, 2612, 2701, 2705, 2711, 2802, 2805, 2809A, 2810, 2901, 2912, 2909, 2911, 3003, 3004, 3005, 3007, 3010, 3011, 3101, 3102, 3103, 3106 AND 3207 ARE IN THREE PIECES</p> <p>ALL REMAINING LOTS ARE IN TWO PIECES.</p>		<p style="text-align: center;">Easement Information</p> <p>Legend : A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (road)</p> <p>SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN. IMPLIED EASEMENTS BY VIRTUE OF 12(2) OF THE SUBDIVISION ACT 1988 SET ASIDE IN PS 349277H MAY AFFECT LOTS ON THIS PLAN.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Easement Reference</th> <th style="width: 20%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 15%;">Origin</th> <th style="width: 45%;">Land Benefited / In Favour Of</th> </tr> </thead> <tbody> <tr> <td>E-1</td> <td>PASSAGEWAY (LIMITED IN DEPTH & HEIGHT SEE CROSS SECTION E-E' SHEET 20)</td> <td>SEE DIAG 1 (SHEET 2)</td> <td>THIS PLAN</td> <td>LOTS ON THIS PLAN</td> </tr> <tr> <td>A-1</td> <td>LIGHT (RESTRICTED AS SET OUT IN E697996)</td> <td>SEE DIAG 1 (SHEET 2)</td> <td>C/E E697996</td> <td>VOL. 2689 FOL. 713</td> </tr> </tbody> </table>		Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of	E-1	PASSAGEWAY (LIMITED IN DEPTH & HEIGHT SEE CROSS SECTION E-E' SHEET 20)	SEE DIAG 1 (SHEET 2)	THIS PLAN	LOTS ON THIS PLAN	A-1	LIGHT (RESTRICTED AS SET OUT IN E697996)	SEE DIAG 1 (SHEET 2)	C/E E697996	VOL. 2689 FOL. 713
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of														
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A-1	LIGHT (RESTRICTED AS SET OUT IN E697996)	SEE DIAG 1 (SHEET 2)	C/E E697996	VOL. 2689 FOL. 713														
<p style="font-size: 2em; font-weight: bold; margin: 0;">MBS</p> <p style="font-weight: bold; margin: 0;">THE BRAID CORPORATION PTY LTD A.C.N. 007 062 151 538 RIVERSDALE ROAD CAMBERWELL VIC 3124 AUSTRALIA</p> <p style="font-weight: bold; margin: 0;">MAX BRAID surveyors</p> <p style="font-weight: bold; margin: 0;">FAX: + 61 (0) 3 9882 9109 TEL: + 61 (0) 3 9882 2268</p>		<p>LICENSED SURVEYOR (PRINT) MARY C. RABLING</p> <p>SIGNATURE _____ DATE 2-4-97</p> <p>REF 8929001 VERSION H</p>																
		<p style="text-align: center;">LTO use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date 5/3/97</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">THIS IS AN LR COMPILED PLAN</p> <p style="text-align: center;">FOR DETAILS SEE MODIFICATION TABLE HEREIN</p> <p style="text-align: center;">Sheet 1 of 21 Sheets</p> <p>DATE 3/4/97 COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3</p>																

PLOTTER TYPE HP754K MEDIA TYPE PAPER DOUBLE MAT

PLAN OF SUBDIVISION

Stage No. /

Plan Number
PS 349276K



Sheet 2 of 21 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING

SIGNATURE

REF 8929002

DATE

VERSION H

SCALE

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LENGTHS ARE IN METRES

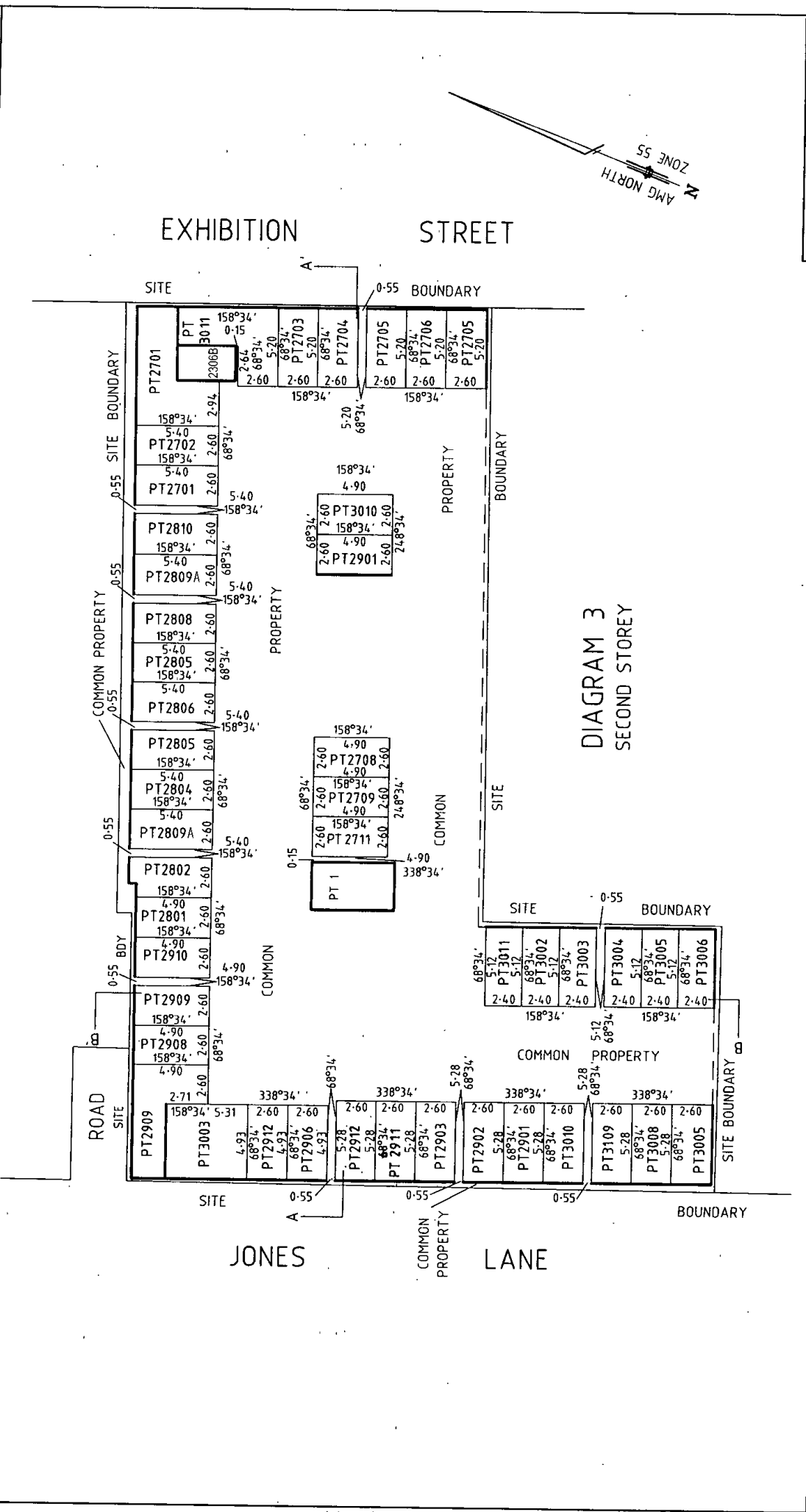
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PLAN OF SUBDIVISION

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Sheet 4 of 21 Sheets

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING
 SIGNATURE
 REF 8929004
 DATE
 VERSION H

SCALE
 2.5 0 5 10
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE A3
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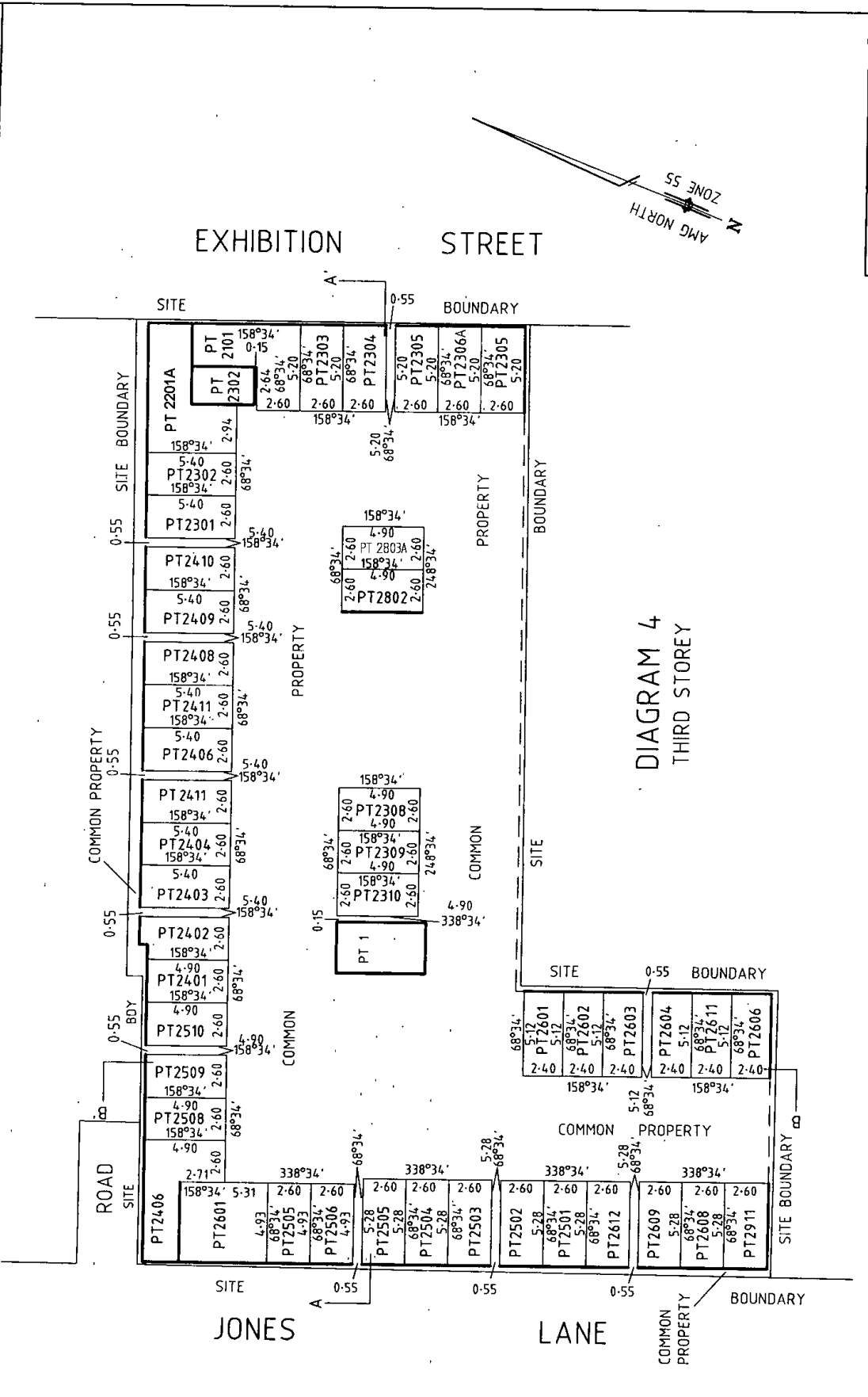
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Stage No. /

PLAN OF SUBDIVISION



Sheet 5 of 21 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING

SIGNATURE

REF 8929005

DATE

VERSION H

SCALE

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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:250

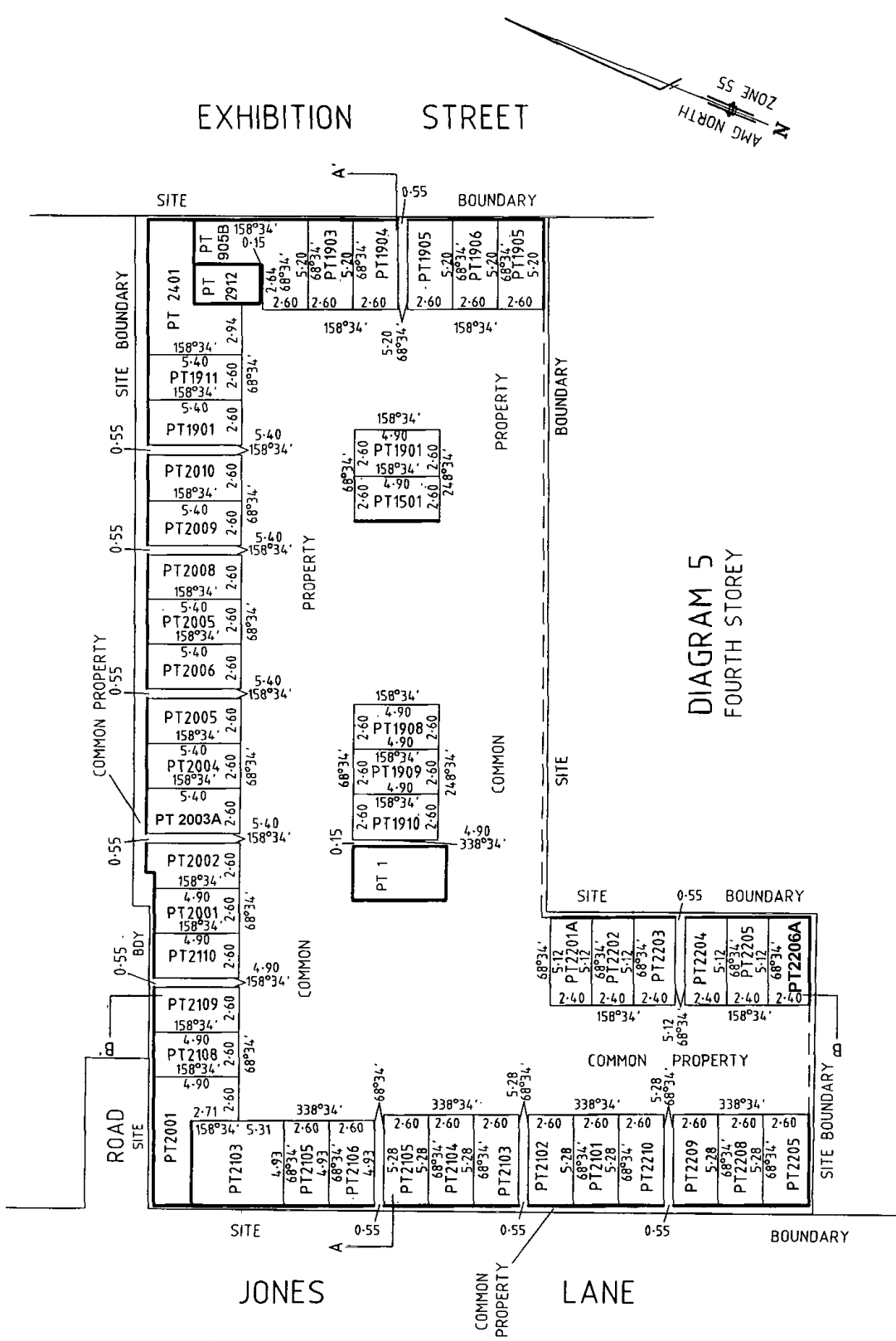
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PLAN OF SUBDIVISION

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PS 349276K



**DIAGRAM 5
FOURTH STOREY**

Sheet 6 of 21 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING
SIGNATURE DATE
REF 8929006 VERSION H

SCALE
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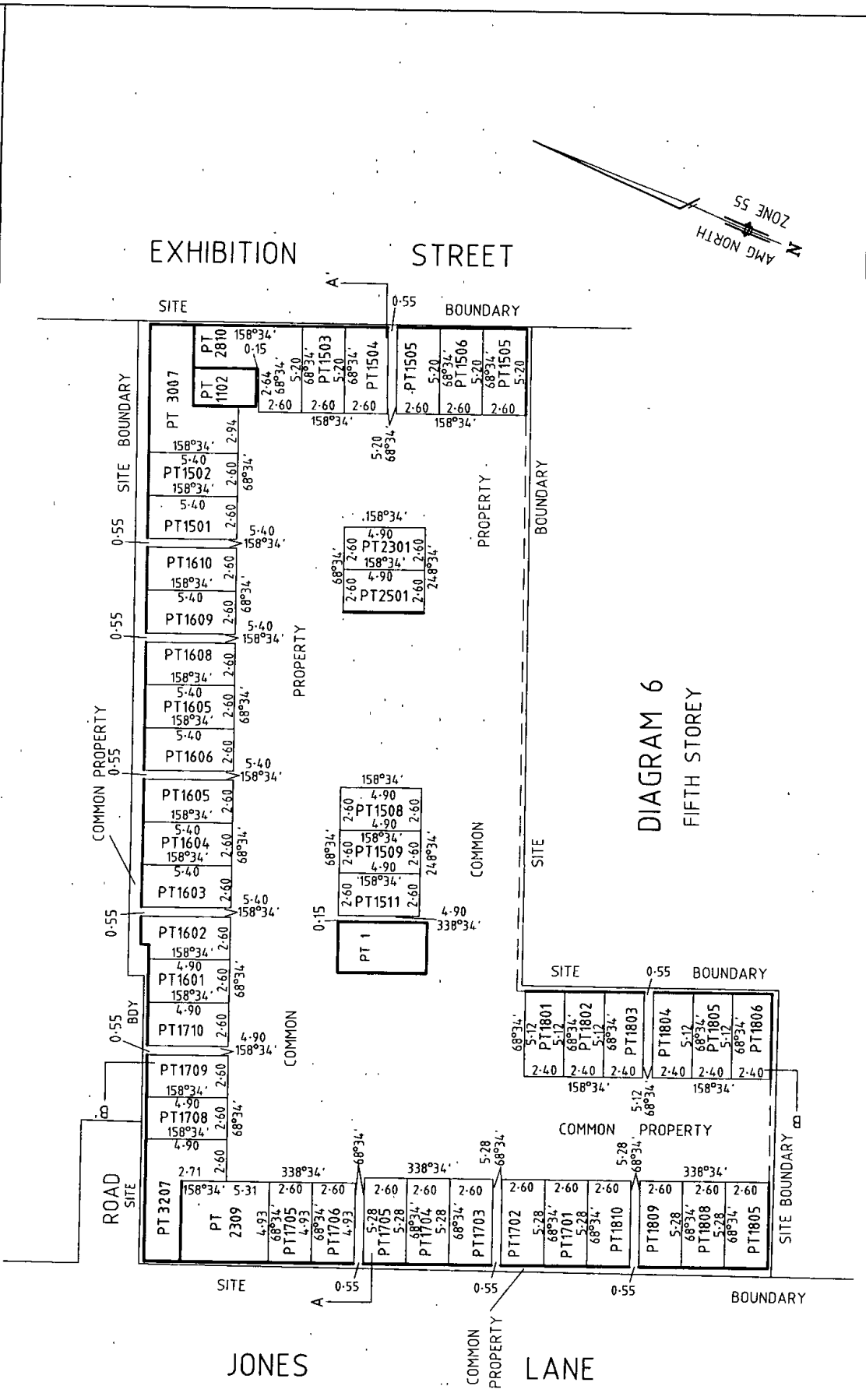
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PLAN OF SUBDIVISION



Sheet 7 of 21 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING

SIGNATURE DATE VERSION H

REF 8929007

SCALE

2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SCALE 1 SHEET SIZE A3

1:250

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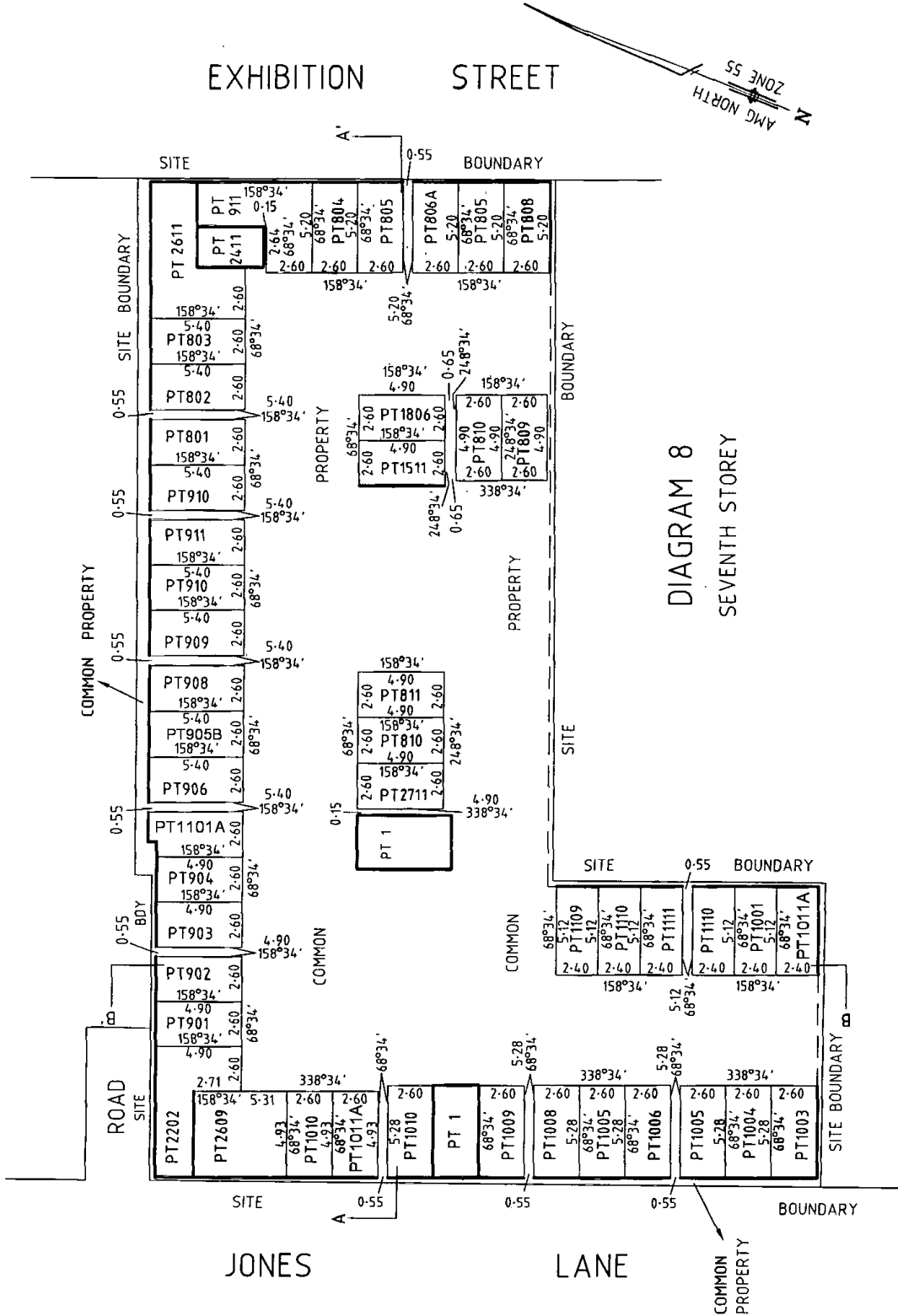
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Plan Number

PS 349276K

Stage No.

PLAN OF SUBDIVISION



Sheet 9 of 21 Sheets

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ORIGINAL SCALE 1:250 SHEET SIZE A3

SCALE 2.5 0 5 10 LENGTHS ARE IN METRES

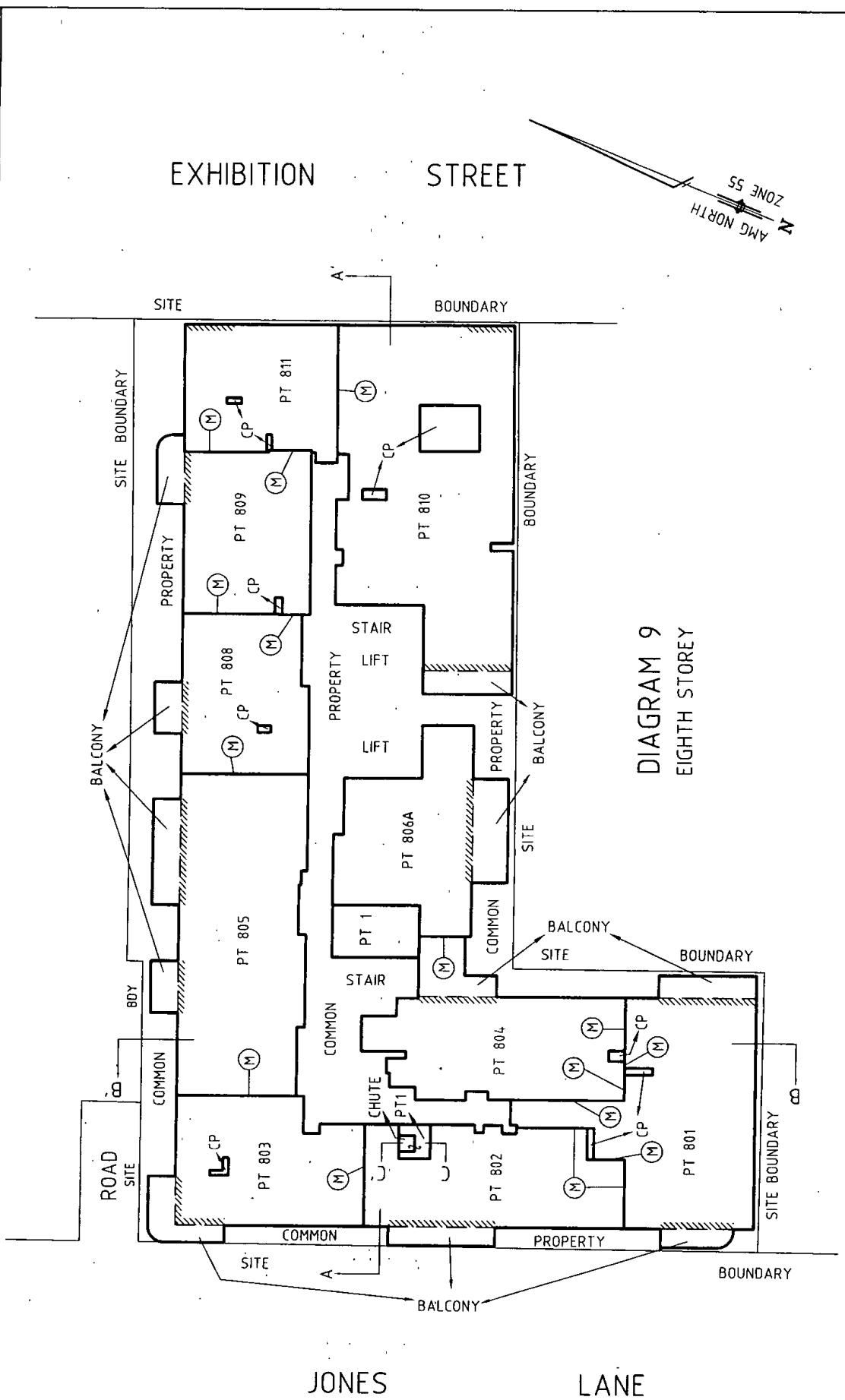
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 SIGNATURE DATE VERSION H
 REF 8929009

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

Plan Number
PS 349276K

Stage No. /

PLAN OF SUBDIVISION



Sheet 10 of 21 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING

SIGNATURE DATE

REF 8929010 VERSION H

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LENGTHS ARE IN METRES

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SHEET SIZE A3

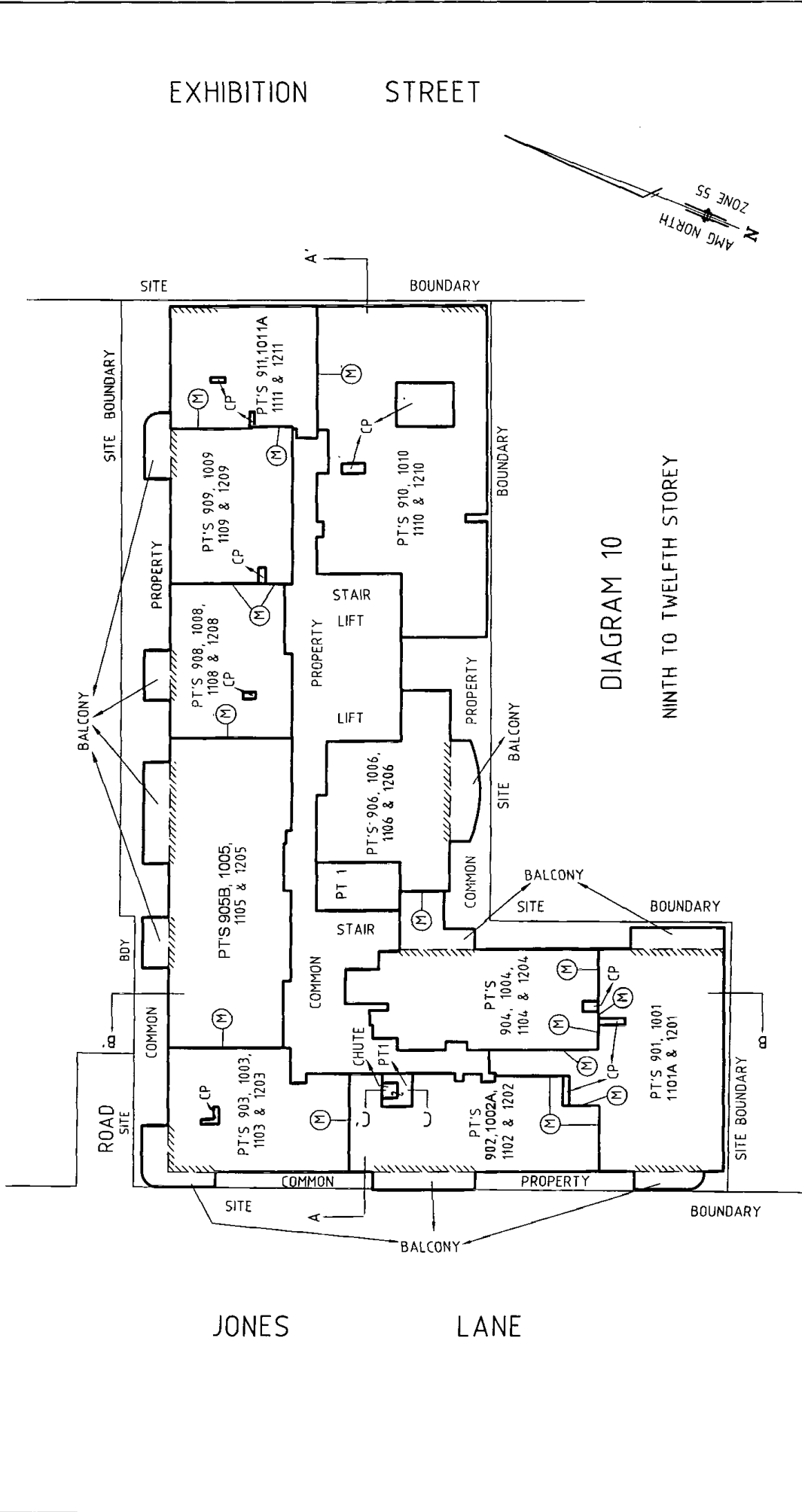
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PLAN OF SUBDIVISION

Plan Number
PS 349276K

Stage No. /



Sheet 11 of 21 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING

SIGNATURE DATE

REF 8929011 VERSION H

SCALE

2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:250

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Plan Number

PS 349276K

Stage No.

PLAN OF SUBDIVISION

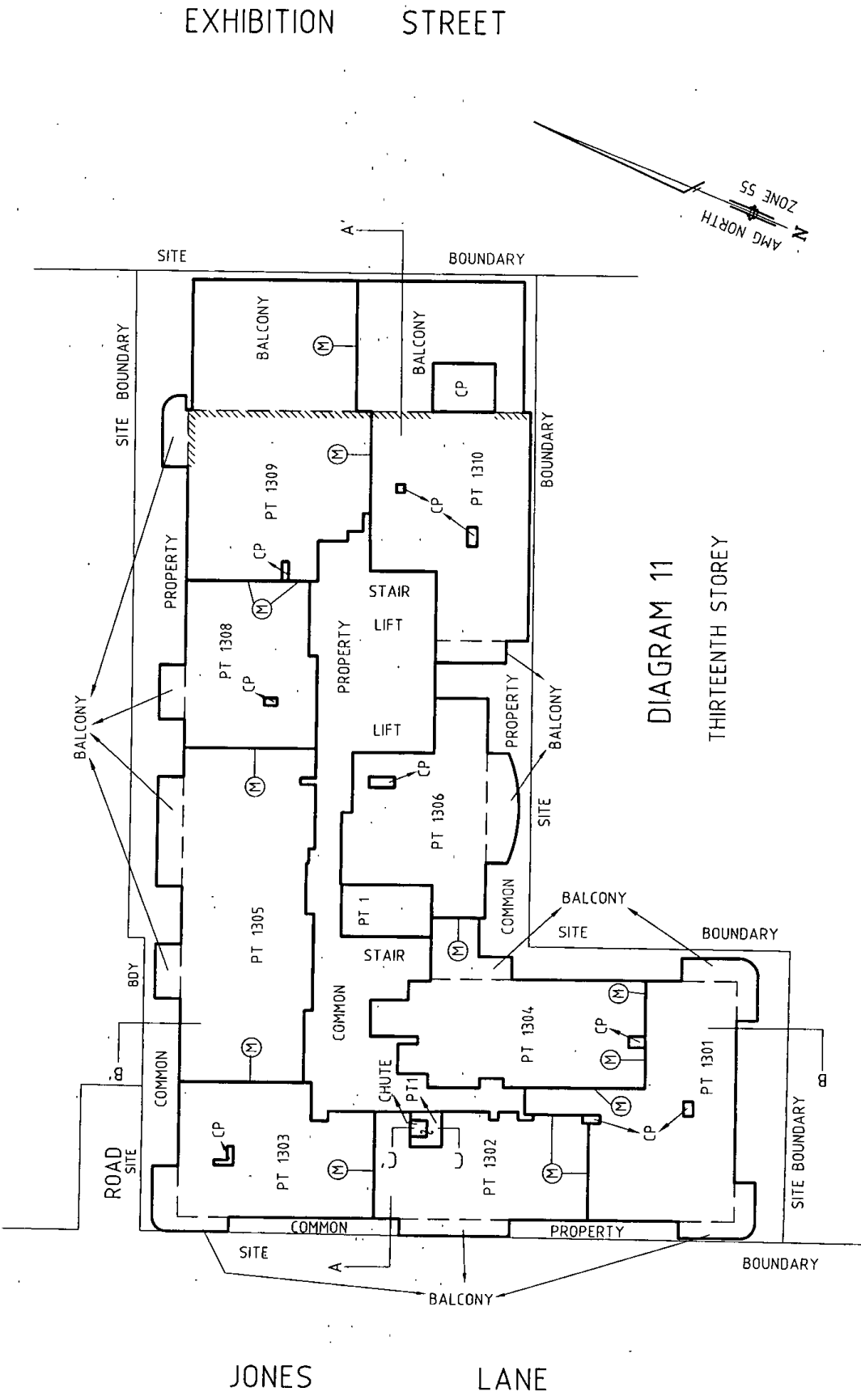


DIAGRAM 11
THIRTEENTH STOREY

Sheet 12 of 23 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING
SIGNATURE DATE
REF 8929012 VERSION H

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SCALE 1:250

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MBS
M A X B R A I D
S u r v e y o r s

Plan Number
PS 349276K

Stage No. /

PLAN OF SUBDIVISION

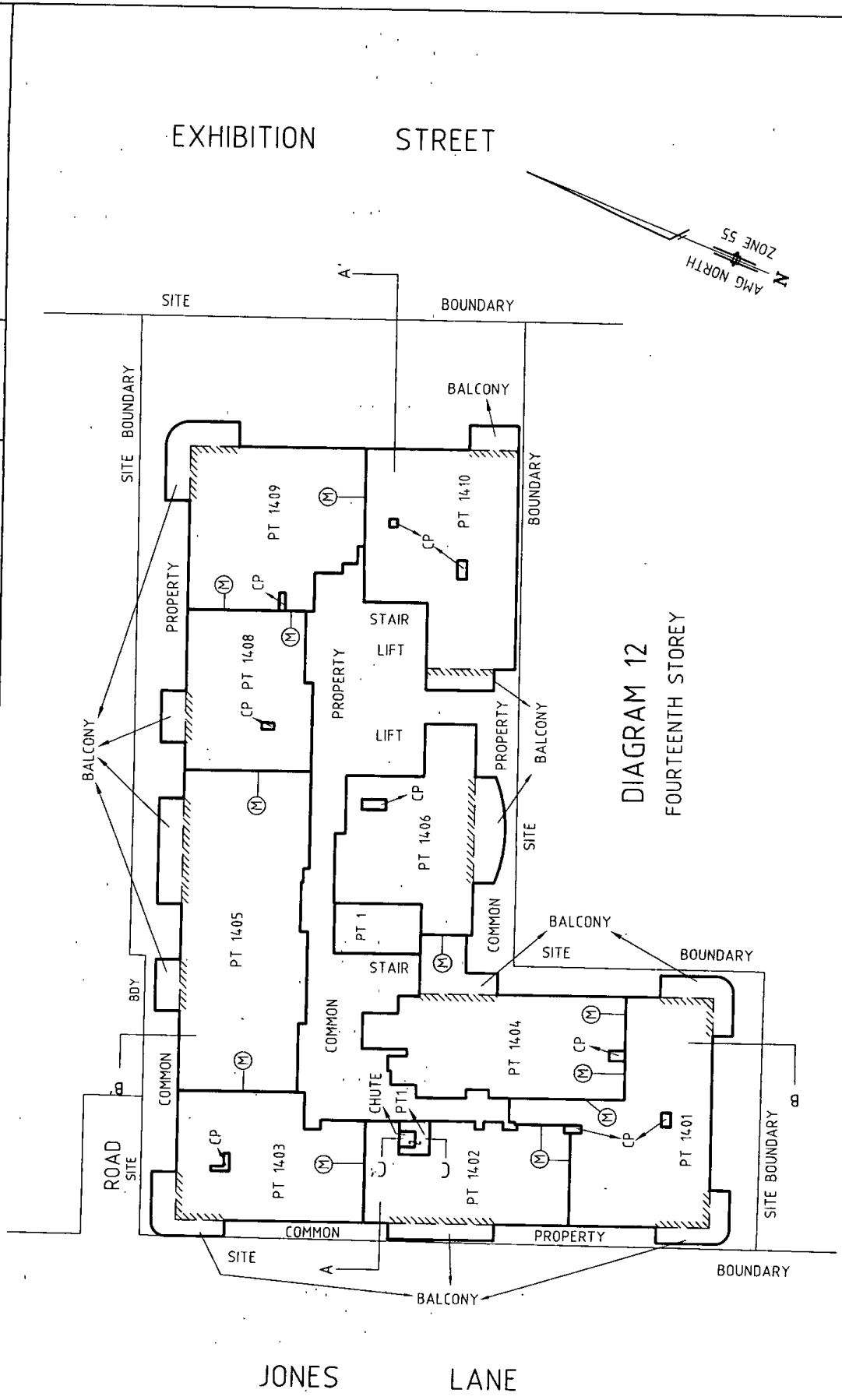


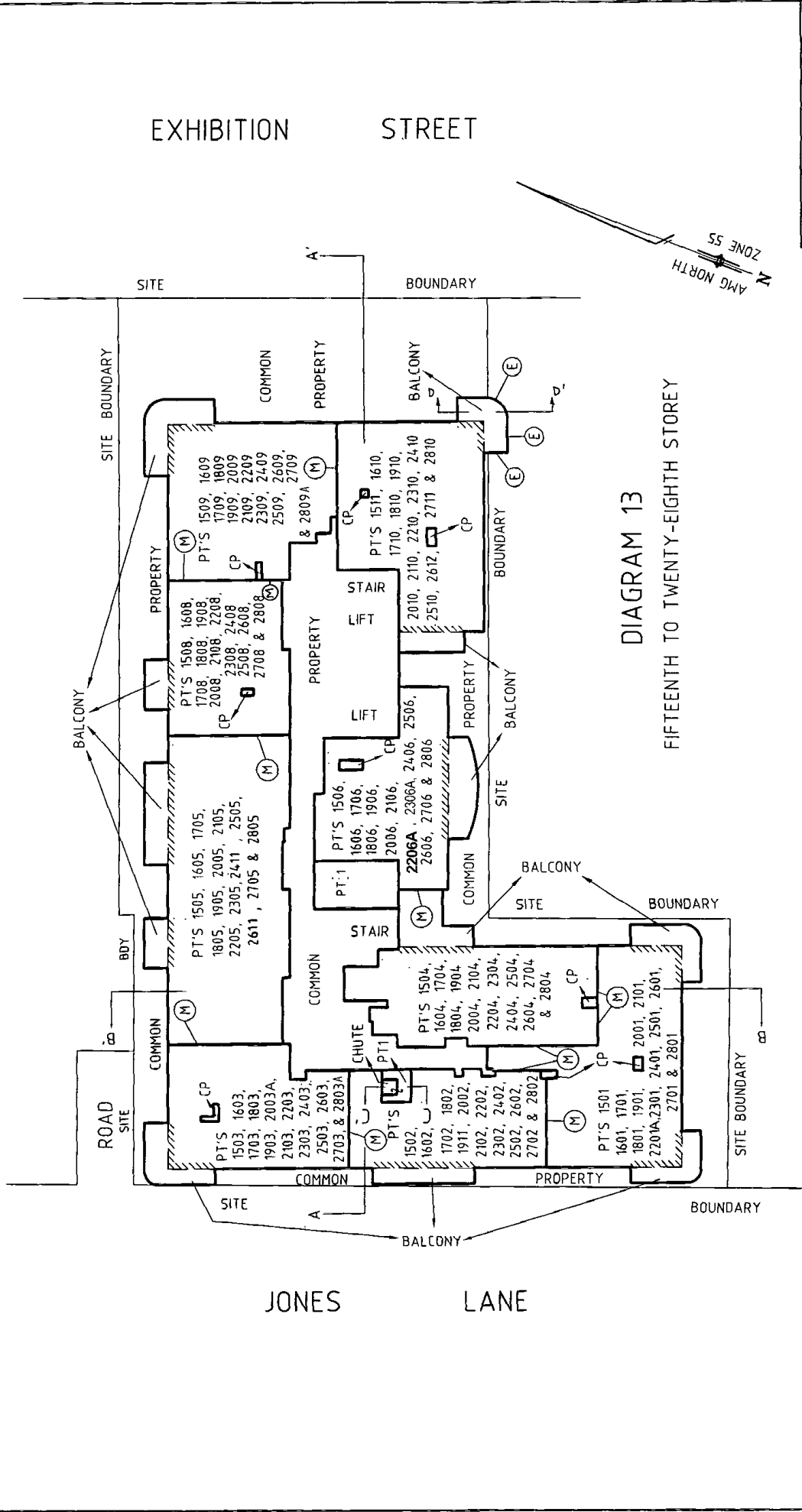
DIAGRAM 12
FOURTEENTH STOREY

<p>MBS MAX BRAID SURVEYORS</p>		<p>THE BRAID CORPORATION PTY LTD A.C.N. 007 062 151 538 RIVERSDALE ROAD CAMBERWELL VIC 3124 AUSTRALIA FAX: + 61 (0) 3 9882 9109 TEL: + 61 (0) 3 9882 2268</p>		<p>ORIGINAL SCALE 1:250 SHEET SIZE A3</p>	<p>SCALE 2.5 0 5 10 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR MARY C. RABLING SIGNATURE REF 8929013</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3</p>
				<p>Sheet 13 of 21 Sheets</p>			

PLAN OF SUBDIVISION

Stage No. _____

Plan Number
PS 349276K

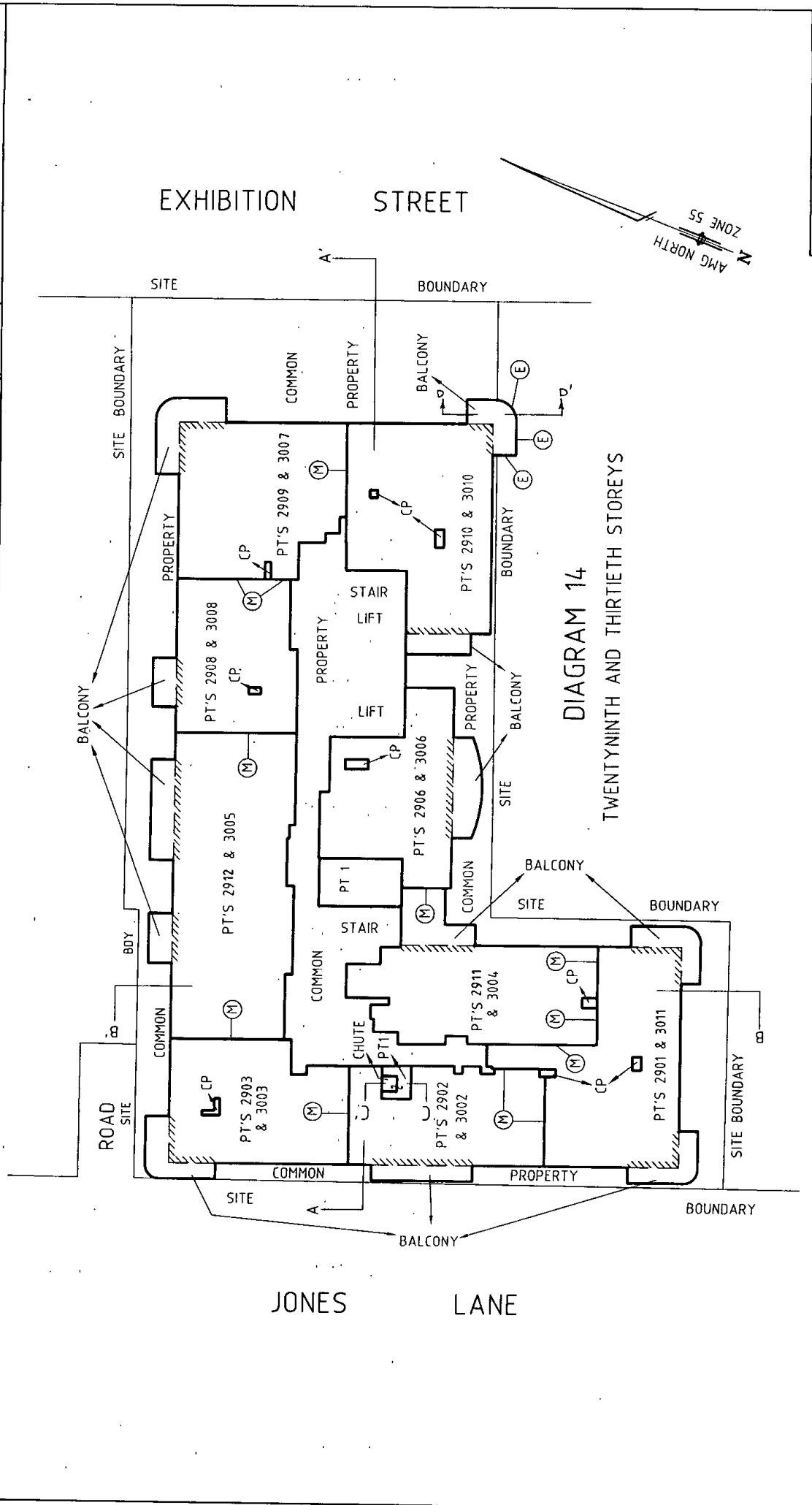


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<p>SCALE</p> <p>2.5 0 5 10</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SCALE 1:250</p>
<p>MBS MAX BRAID SURVEYORS</p> <p>THE BRAID CORPORATION PTY LTD A.C.N. 007 062 151 538 RIVERSDALE ROAD CAMBERWELL VIC 3124 AUSTRALIA FAX: +61 (0) 3 9882 9109 TEL: +61 (0) 3 9882 2268</p>	

Plan Number
PS 349276K

Stage No. /

PLAN OF SUBDIVISION

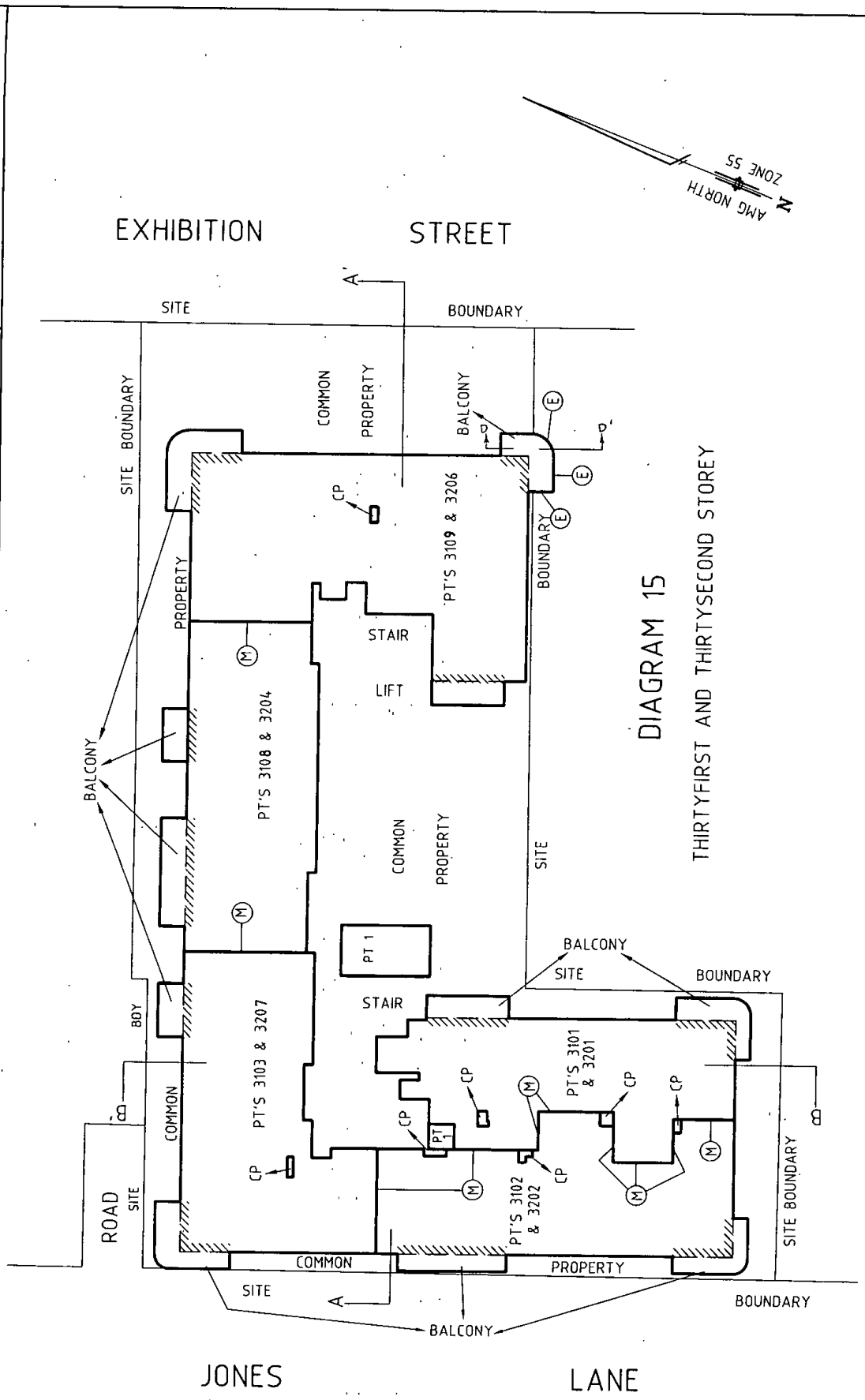


<p>Sheet 15 of 21 Sheets</p>	
<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	
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<p>THE BRAID CORPORATION PTY LTD A.C.N. 007 062 151 538 RIVERSDALE ROAD CAMBERWELL VIC 3124 AUSTRALIA FAX: + 61 (0) 3 9882 9109 TEL: + 61 (0) 3 9882 2268</p>	
<p>MBS MAX BRAID SURVEYORS</p>	

Plan Number
PS 349276K

Stage No. /

PLAN OF SUBDIVISION



Sheet 16 of 21 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

LICENSED SURVEYOR MARY C. RABLING
SIGNATURE
REF 8929016
DATE
VERSION H

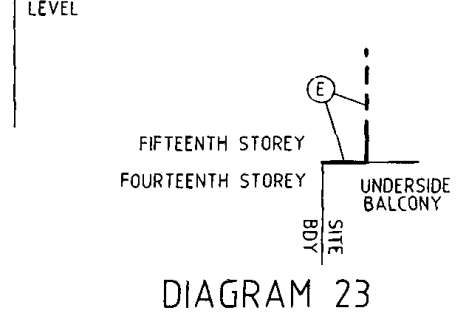
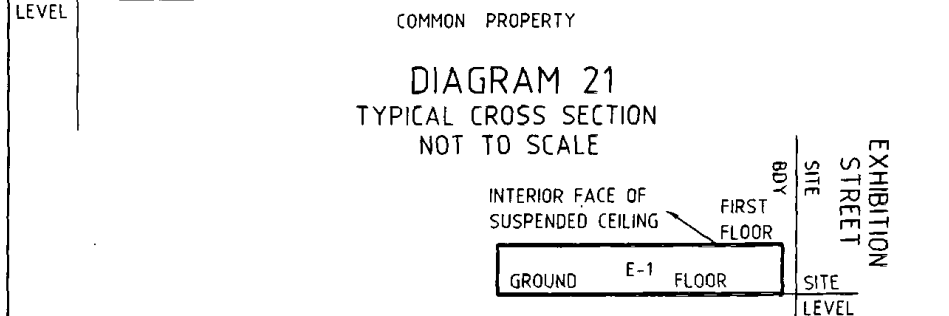
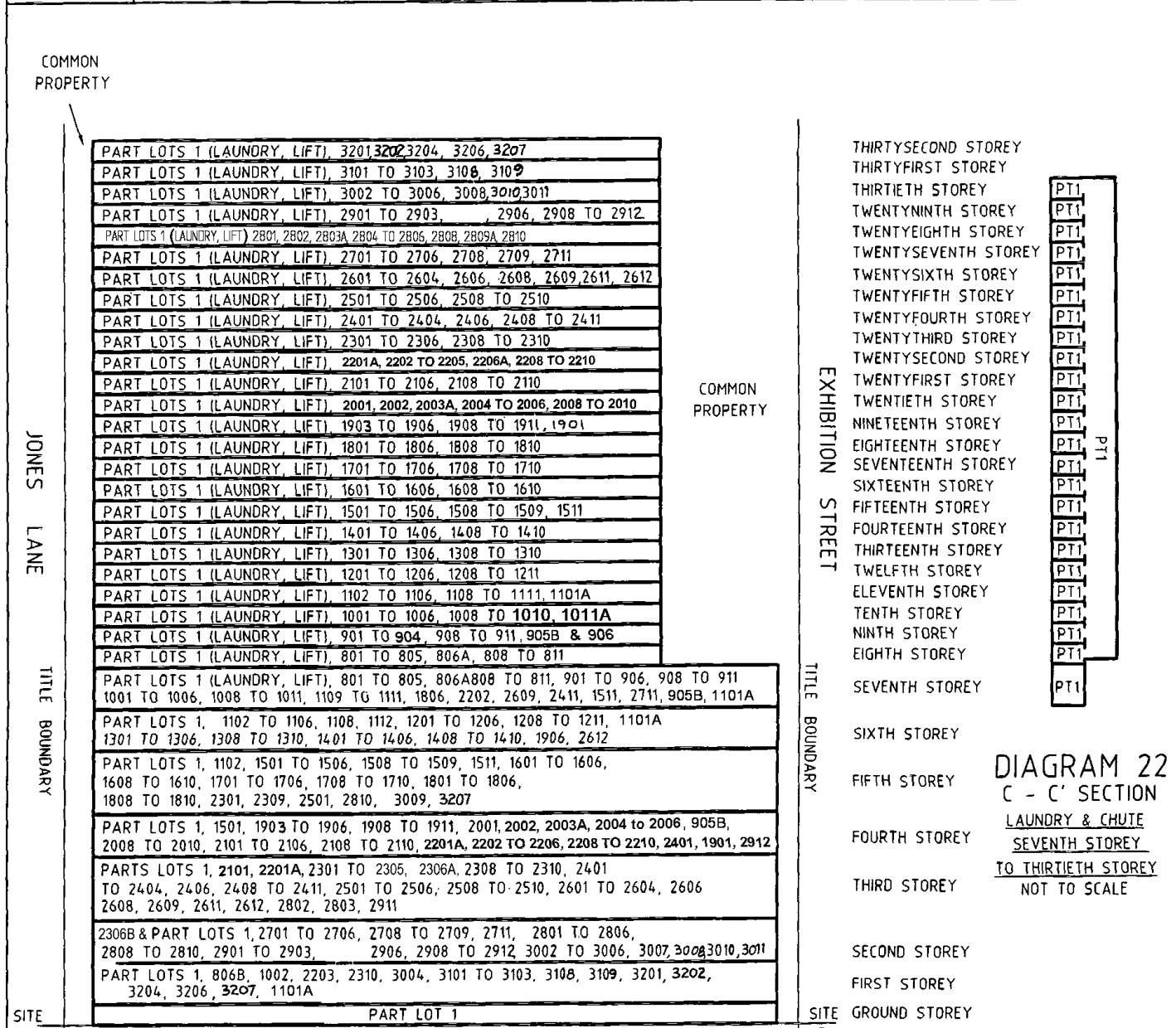
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2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
SCALE 1:250

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MBS
MAXBRAID
Surveyors

PLAN OF SUBDIVISION	Stage No.	Plan Number PS349276K
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MBS THE BRAID CORPORATION PTY LTD
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DIAGRAM 24
E - E' SECTION
GROUND STOREY E-1
NOT TO SCALE

DIAGRAM 23
D - D' SECTION
FIFTEENTH STOREY TO THIRTYSECOND STOREY
NOT TO SCALE

ORIGINAL SCALE	SCALE	LICENSED SURVEYOR MARY C. RABLING	Sheet 20 of 21 Sheets
SHEET SIZE N.T.S. A3	 LENGTHS ARE IN METRES	SIGNATURE _____ DATE _____	DATE / /
		REF 8929023 VERSION H	COUNCIL DELEGATE SIGNATURE
			Original sheet size A3

PS349276K

**Owners corporation information
formerly contained on Sheets**

21, 22

**of this plan is now available in the Owners
Corporation Search Report**

Sheets

22 & 23

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE TIME

PLAN NUMBER

PS 349276K

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES	
LOTS 3105&3205	LOTS 3105A&3205A	AMENDMENT SEC. 32 SUB. ACT 1988	V214097V	11/2/98	2.45 PM	2	<i>ed</i>	
LOTS 3105A & 3205A	LOTS 3106 & 3206	RECTIFICATION	V5884K			3	<i>ed</i>	
LOTS 806 1101 1510 2405 2605 2610 2710 2904 3001 & 3104	LOTS 806A 806B 1112 1511 2411 2611 2612 2711 2911 3011 & 3107	AMENDMENT (SEC 32 SUB ACT 1988)	W 43224 R	29 / 06 / 99	2.50 PM	4	G5N	
LOTS 3107 & 3203	LOTS 3108 & 3207	AMENDMENT (SECTION 32 SUBDIVISION ACT 1988)	W315387J	22/10/99	11.15am	5	G5N	
LOTS 3009, 3106	LOTS 3007 & 3109	AMENDMENT SEC. 32 SUB. ACT 1988	X95370R	23/10/00	2.25 P.M	6	G5N	
THIS PLAN		CHANGE OF ADDRESS	X630283J	7/8/01	3:00pm	7	G5N	
LOTS 1902 & 2905	LOTS 1911 & 2912	AMENDMENT SEC. 32 SUBD. ACT 1988	PS349276K/D1	11/02/02	12.45PM	8	G5N	
		WARNING: THE IMAGE OF THIS CERTIFICATE OF TITLE HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL CERTIFICATE OF TITLE.						
LOTS 905 & 2206	LOTS 905A & 2206A	AMENDMENT SEC 32 SUB ACT 1988	PS349276K/D2	15/10/03		9	TSG	
LOTS 2003 & 2201	LOTS 2003A & 2201A	AMENDMENT SEC 32 SUB ACT 1988	PS349276K/D3	30.06.04		10	REN. M.	
LOTS 3007 & 3109		AMEND ENTITLEMENT AND LIABILITY	AD291399N	7/12/04		11	TSG	



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Number of Pages (excluding this cover sheet)	6
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Lodged by Arnold Bloch Leibler

Titles Office U e 0

Code 0500C

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificates of Title Volume ~~8976~~ ¹⁰³²³, Folio ~~671~~ ^{372 AND}, Volume ~~2688~~ ¹⁰³²³, Folio ~~713~~ ^{375 & 597 (61)} and Volume ~~5051 Folio 217~~

ADDRESS OF THE LAND

245-263 Exhibition Street and 92-106 Lonsdale Street, Melbourne ^{Now - 10323-372 AND 10323-375 CB + 10323-373 AND 10323-597}

RESPONSIBLE AUTHORITY (name and address)

The Minister for Planning and Local Government

- 6 MAY 1997
With consent of Current Practitioner for Applicant's

PLANNING SCHEME

Melbourne City Council

AGREEMENT DATE

4 March 1997

AGREEMENT WITH (name and address)

Regency Hotels Proprietary Limited of 200 Wells Street, South Melbourne

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of Officer .. BARRY DUFF

Date .. 5/3/97

17 APR 1997

REGENCY HOTELS PROPRIETARY LIMITED
(A.C.N. 005 535 071)

of the first part

- and -

THE MINISTER FOR PLANNING AND LOCAL GOVERNMENT

of the second part

SECTION 173 AGREEMENT

ARNOLD BLOCH LEIBLER
Solicitors and Consultants
333 Collins Street
MELBOURNE VIC 3000

Tel: (03) 9629 7444

Ref: JTL:LBJ:902440
(LBJ\008121)



THIS AGREEMENT is made the 4th day of March 1997
pursuant to Section 173 of the Planning and Environment Act 1987 ("the Act")

BETWEEN:

REGENCY HOTELS PROPRIETARY LIMITED
(A.C.N. 005 535 071) C/- The Northrock Group of
Companies of 200 Wells Street, South Melbourne,
Victoria ("Regency")

of the first part

- and -

THE MINISTER FOR PLANNING AND LOCAL
GOVERNMENT of 477 Collins Street, Melbourne
("the Minister")

of the second part

RECITALS:

- A Regency is registered as the proprietor of an estate in fee simple in part of the land described in Certificates of Title Volume 2689 Folio 713, Volume 5951 Folio 117 and Volume 8976 Folio 871 and being the land known as 245-273 Exhibition Street and 92-106 Lonsdale Street, Melbourne.
- B Regency has obtained from the Minister for Planning the Planning Permit.
- C The Planning Permit has been obtained subject to a condition that Regency and the Minister enter into an agreement under Section 173 of the Planning and Environment Act 1987 restricting the plot ratio of the development or any future development of the Land to that of the existing building.
- D The parties have agreed to enter into this Agreement to give effect to the condition of the Planning Permit.



E This Agreement is made pursuant to Section 173 of the Planning & Environment Act 1987.

THIS AGREEMENT WITNESSES:

DEFINITIONS AND INTERPRETATION

1 In this Agreement unless the contrary intention appears:

1.1 "the Act" means the Planning & Environment Act 1987;

1.2 "the Land" means the land known as 245-263 Exhibition Street and 92-106 Lonsdale Street Melbourne;

1.3 "the Planning Permit" means planning permit number 137761 allowing Regency to demolish existing buildings on land known as 265-273 Exhibition Street, Melbourne and to redevelop and use the land known as 245-273 Exhibition Street and 92-106 Lonsdale Street, Melbourne for the purposes of an hotel, residential accommodation, restaurant ancillary uses and associated car parking;

1.4 words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter;

1.5 a reference to any act of parliament or section thereof or schedule thereto shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference;

1.6 the headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

U667081M

050397 1348 173



2 REGENCY'S OBLIGATIONS

Regency covenants and agrees that:

- 2.1 it will not make application nor use and/or develop the Land other than with a plot ratio equivalent to or less than that of the existing building on the Land in accordance with the approved hotel plans;
- 2.2 it will be responsible for the Minister's reasonable costs of and incidental to:-
 - 2.2.1 this agreement;
 - 2.2.2 the preparation of an application pursuant to Section 181 of the Act enabling registration of this agreement at the Land Title Office and any duties or fees payable in connection with this agreement at the Land Titles Office or in conjunction with any default of the owner;
- 2.3 it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it after execution of this Agreement, and prior to its registration at the Land Titles Office, without first disclosing to its successors the existence and nature of this Agreement; and
- 2.4 it will take all necessary steps to ensure the registration of this agreement pursuant to Section 181 of the Act.

3 OBLIGATIONS TO RUN WITH THE LAND

Any obligation imposed on Regency under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land and binds Regency, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

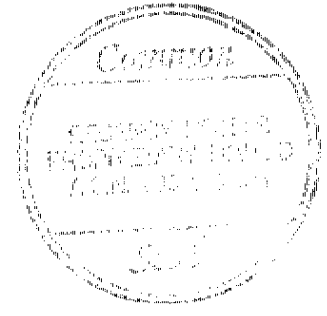


4 GENERAL

Except as expressly provided in this Agreement each of the parties to this Agreement shall bear their own costs of this Agreement and of matters incidental or ancillary thereto.

EXECUTED as an agreement.

THE COMMON SEAL of REGENCY HOTELS PROPRIETARY LIMITED (A.C.N. 005 535 071) was hereunto affixed in accordance with its Articles of Association in the presence of:

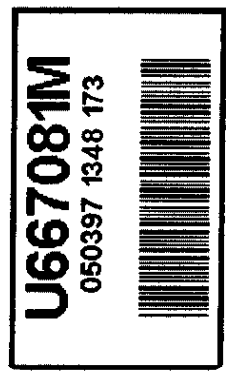


[Signature] Director

IRVIN PETER ROCKMAN Name of Director (Print)

[Signature] Director/Secretary

STUART LUGSDIN TURNBULL Name of Director/Secretary (Print)



THE HONOURABLE ROBERT ROY CAMERON MACLELLAN

[Signature]

Minister for Planning and Local Government.

*file
concerns*

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by being SIGNED by its Attorney **JIM KARAMOSHOS**

under Power of Attorney dated 9/10/1992 a certified copy of which is filed in the permanent order Book Number 277 at Page 5 in the presence of:

[Signature]

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by its Attorney

[Signature]
who hereby certifies that he is a(n) **ACTING MANAGER SECURITIES** for the time being of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED IN VICTORIA



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

The land in PS349276K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 801 - 805, 806A, 806B, 808 - 811, 901 - 904, 905B, 906, 908 - 911, 1001, 1002A, 1003 - 1006, 1008 - 1010, 1011A, 1101A, 1102 - 1106, 1108 - 1111, 1201 - 1206, 1208 - 1211, 1301 - 1306, 1308 - 1310, 1401 - 1406, 1408 - 1410, 1501 - 1506, 1508, 1509, 1511, 1601 - 1606, 1608 - 1610, 1701 - 1706, 1708 - 1710, 1801 - 1806, 1808 - 1810, 1901, 1903 - 1906, 1908 - 1911, 2001, 2002, 2003A, 2004 - 2006, 2008 - 2010, 2101 - 2106, 2108 - 2110, 2201A, 2202 - 2205, 2206A, 2208 - 2210, 2301 - 2305, 2306A, 2306B, 2308 - 2310, 2401 - 2404, 2406, 2408 - 2411, 2501 - 2506, 2508 - 2510, 2601 - 2604, 2606, 2608, 2609, 2611, 2612, 2701 - 2706, 2708, 2709, 2711, 2801, 2802, 2803A, 2804 - 2806, 2808, 2809A, 2810, 2901 - 2903, 2906, 2908 - 2912, 3002 - 3008, 3010, 3011, 3101 - 3103, 3108, 3109, 3201, 3202, 3204, 3206, 3207.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

AV494567F 05/04/2022

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AG863201B 11/11/2009

Additional Owners Corporation Information:

NIL

Notations:

All existing lots in OC not affected by this Plan and all the lots in the table below

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	78	111
Lot 801	369	134



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 802	274	91
Lot 803	328	88
Lot 804	311	93
Lot 805	566	151
Lot 806A	278	85
Lot 806B	120	78
Lot 808	283	76
Lot 809	286	77
Lot 810	508	193
Lot 811	259	75
Lot 901	374	134
Lot 902	277	91
Lot 903	331	88
Lot 904	996	93
Lot 905B	589	163
Lot 906	281	85
Lot 908	286	76
Lot 909	289	77
Lot 910	514	193
Lot 911	299	100
Lot 1001	384	134
Lot 1002A	300	104
Lot 1003	334	88
Lot 1004	317	93
Lot 1005	578	151
Lot 1006	284	85
Lot 1008	289	76
Lot 1009	292	77
Lot 1010	520	193



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1011A	285	88
Lot 1101A	434	160
Lot 1102	300	101
Lot 1103	337	88
Lot 1104	320	93
Lot 1105	584	151
Lot 1106	287	85
Lot 1108	292	76
Lot 1109	295	77
Lot 1110	526	193
Lot 1111	268	75
Lot 1201	399	134
Lot 1202	323	116
Lot 1203	340	88
Lot 1204	323	93
Lot 1205	590	151
Lot 1206	290	85
Lot 1208	295	76
Lot 1209	298	77
Lot 1210	549	203
Lot 1211	271	75
Lot 1301	442	109
Lot 1302	289	76
Lot 1303	343	88
Lot 1304	326	93
Lot 1305	596	151
Lot 1306	293	85
Lot 1308	298	76
Lot 1309	425	123



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1310	472	134
Lot 1401	445	109
Lot 1402	292	76
Lot 1403	383	113
Lot 1404	329	93
Lot 1405	598	151
Lot 1406	296	85
Lot 1408	299	76
Lot 1409	391	98
Lot 1410	430	109
Lot 1501	468	122
Lot 1502	295	76
Lot 1503	349	88
Lot 1504	332	93
Lot 1505	598	151
Lot 1506	299	85
Lot 1508	299	76
Lot 1509	394	98
Lot 1511	453	122
Lot 1601	451	109
Lot 1602	298	76
Lot 1603	352	88
Lot 1604	335	93
Lot 1605	598	151
Lot 1606	299	85
Lot 1608	299	76
Lot 1609	397	98
Lot 1610	452	109
Lot 1701	454	109



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1702	299	76
Lot 1703	355	88
Lot 1704	338	93
Lot 1705	620	151
Lot 1706	299	85
Lot 1708	310	76
Lot 1709	399	98
Lot 1710	455	109
Lot 1801	457	109
Lot 1802	299	76
Lot 1803	358	88
Lot 1804	341	93
Lot 1805	626	151
Lot 1806	319	98
Lot 1808	313	76
Lot 1809	399	98
Lot 1810	459	109
Lot 1901	480	122
Lot 1903	361	88
Lot 1904	344	93
Lot 1905	632	151
Lot 1906	331	98
Lot 1908	316	76
Lot 1909	399	98
Lot 1910	461	109
Lot 1911	299	76
Lot 2001	500	134
Lot 2002	310	76
Lot 2003A	364	88



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2004	347	93
Lot 2005	638	151
Lot 2006	314	85
Lot 2008	319	76
Lot 2009	399	98
Lot 2010	464	109
Lot 2101	504	134
Lot 2102	314	76
Lot 2103	405	113
Lot 2104	351	93
Lot 2105	646	151
Lot 2106	318	85
Lot 2108	323	76
Lot 2109	413	98
Lot 2110	468	109
Lot 2201A	508	134
Lot 2202	355	101
Lot 2203	392	101
Lot 2204	355	93
Lot 2205	654	151
Lot 2206A	322	85
Lot 2208	327	76
Lot 2209	417	98
Lot 2210	472	109
Lot 2301	495	122
Lot 2302	339	86
Lot 2303	376	88
Lot 2304	359	93
Lot 2305	662	151



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2306A	321	89
Lot 2306B	22	6
Lot 2308	331	76
Lot 2309	458	123
Lot 2310	513	134
Lot 2401	516	134
Lot 2402	326	76
Lot 2403	380	88
Lot 2404	363	93
Lot 2406	367	110
Lot 2408	335	76
Lot 2409	425	98
Lot 2410	480	109
Lot 2411	687	161
Lot 2501	503	122
Lot 2502	330	76
Lot 2503	384	88
Lot 2504	367	93
Lot 2505	678	151
Lot 2506	334	85
Lot 2508	339	76
Lot 2509	429	98
Lot 2510	484	109
Lot 2601	524	134
Lot 2602	334	76
Lot 2603	388	88
Lot 2604	371	93
Lot 2606	338	85
Lot 2608	343	76



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2609	470	123
Lot 2611	703	163
Lot 2612	508	122
Lot 2701	528	134
Lot 2702	338	76
Lot 2703	392	88
Lot 2704	375	93
Lot 2705	694	151
Lot 2706	342	85
Lot 2708	347	76
Lot 2709	437	98
Lot 2711	512	122
Lot 2801	495	109
Lot 2802	362	89
Lot 2803A	396	88
Lot 2804	379	93
Lot 2805	702	151
Lot 2806	346	85
Lot 2808	351	76
Lot 2809A	461	111
Lot 2810	533	134
Lot 2901	519	122
Lot 2902	346	76
Lot 2903	399	88
Lot 2906	350	85
Lot 2908	355	76
Lot 2909	482	123
Lot 2910	499	109
Lot 2911	403	106



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS349276K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2912	727	161
Lot 3002	350	76
Lot 3003	436	113
Lot 3004	424	118
Lot 3005	718	151
Lot 3006	354	85
Lot 3007	466	110
Lot 3008	359	76
Lot 3010	519	122
Lot 3011	536	134
Lot 3101	705	164
Lot 3102	791	178
Lot 3103	854	165
Lot 3108	854	156
Lot 3109	1334	246
Lot 3201	754	139
Lot 3202	831	153
Lot 3204	941	156
Lot 3206	1486	258
Lot 3207	978	190
Total	95979.00	24132.00

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

Statement End.

21/04/2026

Infotrack on behalf of Fast Settle
Level 5, North Tower, 459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Regency Towers Lot 2601, 265 Exhibition Street, MELBOURNE

In response to your application, we now attach an Owners Corporation Certificate for Lot 2601 on Plan of Subdivision 349276K dated 21/04/2026. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

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

Thank you for your compliance.

Kind regards,



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

Owners Corporation Certificate

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

Plan of Subdivision	PS 349276K
Address of Property	Regency Towers, 265 Exhibition Street MELBOURNE
This certificate is issued for Lot	2601
Postal address	Level 3, 312 St Kilda Road MELBOURNE
Vendor	Dorothy M Thomas
Applicant for the certificate	Infotrack on behalf of Fast Settle
Address for delivery of certificate	Ownerscorp@infotrack.com.au
Date application was received	10 April 2026
Reference	2973S
This certificate is issued for Lot 2601 - Plan No. 349276K	

IMPORTANT: The information in this certificate is issued on 21/04/2026. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The fees for the above lot are **\$14,146.02** per annum, commencing **01/07/2025**, paid Quarterly.

Due Date	01/07/2025	01/10/2025	01/01/2026	01/04/2026
Administration Fund	\$2,194.26	\$2,244.11	\$2,242.63	\$2,242.63
Maintenance Fund	\$1,342.25	\$1,293.38	\$1,293.38	\$1,293.38

- 2) The fees are paid up to **30/06/2026**
- 3) The total of any unpaid fees or charges for the lot are: **\$0.00**
- 4) The following special fees or levies have been struck, and the dates on which they were struck and payable are: **Nil**
- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
The Committee is considering refurbishing the foyers on all levels which may not be fully covered by the amount set aside for this purpose in the Long-Term Maintenance Plan.

- 6) The Owners Corporation has the following insurance covers:
- Insurance Company:** Co-Line Placement - Eclipse, AXA XL & Liberty
(Lead – Eclipse 45%, AXA XL 35% & Liberty 20%)
- Policy Number:** STR25002C6
- Kind of Policy:** RESIDENTIAL STRATA
- Buildings Covered:** All
- Building Sum:** \$272,628,030
- Public Liability:** \$20,000,000
- Expiry date of policy:** 02/06/2026
- Insurance Company:** Vero Insurance
- Policy Number:** MEB108022362
- Kind of Policy:** MACHINERY BREAKDOWN
- Sum Insured:** \$208,113,000.00
- Expiry date of policy:** 19/05/2026

A copy of the Certificates of Currently has been included with this certificate.

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

- 8) The total funds held by the Owners Corporation as at 21/04/2026

Administrative Fund	Maintenance Fund	Total
\$1,126,130.95	\$2,983,318.61	\$4,109,449.56

9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

10) Details of all current contracts, leases, licences or agreements affecting the common property:

Date of Resolution	Granted to	Brief Description	Type
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Equipment Licence (novated 01/11/12) between the Owners Corporation and Starhill Hospitality (Australia) Pty Ltd (Starhill) whereby the owners corporation grants to Starhill the use of designated space on the roof of the building at 265 Exhibition Street Melbourne only for the installation and operation of communication equipment. The Licence is for 50 years beginning 01/04/97 at an annum fee of \$1.00.	Equipment Licence
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Opening Licence Deed between the owners corporation and Starhill Hospitality (Australia) Pty Ltd. (Starhill) whereby the owners corporation grants a non-exclusive Licence to CMIL to enter, crossover and use the Common Property for a period of 99 years beginning 01/11/02 at a rental cost of \$10.00 per annum.	Opening Licence Deed
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Goods Lift Lease between Starhill Hospitality (Australia) Pty Ltd (Starhill) and the owners corporation whereby Starhill lease the Goods Lift to the owners corporation for 99 years beginning 01/11/02 for a rental cost of \$1.00 per annum.	Goods Lift Lease
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Laundry Chute and Linen Cupboard Lease between Starhill Hospitality (Australia) Pty Ltd (Starhill) and the owners corporation whereby Starhill leases each laundry chute and linen cupboard on each level excluding the ground floor to the owners corporation for 99 years beginning 01/11/02 for a rental cost of \$1.00 per annum.	Laundry Chute & Linen Cupboard Lease
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Compactor Bin Licence between Starhill Hospitality (Australia) Pty Ltd (Starhill) and the owners corporation whereby Starhill licences the owners corporation the right to share the use of the Compactor Bin for the purpose of disposal of domestic waste for 99 years beginning 01/11/02 for a rental cost of \$10.00 per annum.	Compactor Bin Licence
01/11/2012	Regency Hotels Pty Ltd	Lease between Regency Hotels P/L (RH P/L) and the owners corporation whereby RH P/L lease Lot 806B for the use of the Lot for the purpose of car parking. The lease is for 99 years at an annual rental of \$1.00.	Lot 806B Lease
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Owners Corporation Insurance Agreement (novated 01/11/02) whereby Starhill Hospitality (Australia) Pty Ltd (Starhill) agrees to pay 6.8% of the annual insurance premium as the lot liability of Lot 1, which is owned by Starhill is considered to be insufficient to meet the cost of insurance. Starhill also agrees to contribute 6.8% to the service and repair of the fire protection system in the complex. The agreement is for 50 years beginning 01/04/97.	Owners Corporation Insurance Agreement
01/11/2012	Starhill Hospitality (Australia) Pty Ltd	Loading Dock Licence between Starhill Hospitality (Australia) Pty Ltd (Starhill) and the owners corporation whereby Starhill licences the owners corporation to use the loading dock for the purpose of moving bulky goods and property in and out of the lots for 99 years beginning 01/11/02 for a rental cost of \$10.00 per annum.	Loading Dock Licence

Contracts and Agreements

Assa Abloy – Automatic Door Maintenance
 Amalgamated Locksmiths - Car Park Lobby Doors
 Energy Australia – Gas
 Origin - Electricity
 Initial Hygiene Solutions – Sanitary Bins
 ADT – FIP Monitoring
 Accurate Pools – Pool Maintenance
 Fraser & Mountain – Mechanical Ventilation

EPC - Enviro Pest Control– Pest Control
Kone – Lift Maintenance
Focused Facilities Management – Building Management, Facilities Management, Concierge
Bluestone OCM Pty Ltd – Owners Corporation Manager
Hydro-Chem Pty Ltd, Water Treatment & Chemicals.
Multiphase Pty Ltd - Fire Testing and Inspection
Wheele Bin Cleaning Man Pty Ltd – Waste Chute cleaning service agreement
Controltech - BMS
Butler Plumbing -Plumbing Services
Skyhooks - Windows & Anchor Point Certification
Marriot Hotel - Rubbish Collection
Building Link - Communication Portal
Secmon Pty Ltd - Mobile Security Patrol agreement
Telstra Corporation Limited - Telephone
StrongFit Engineering - Garage Roller Doors
Actualised Industries - Odour Control
Bigair - Telecom Equipment
Gym Assist - Gymnasium Equipment
Thermal Vision Australia - Thermographic Testing

- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that has not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings.
- 14) The Owners Corporation has appointed a manager. Details are as follows:
Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents which are required to be included with the Owners Corporation certificate are attached:
The minutes of the most recent annual general meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of the “Statement of Advice and Information for Prospective Purchasers and Lot Owners”
A copy of the current Certificate of Currency
- 17) Additional Information
Nil

This Owners Corporation Certificate was prepared by:

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



Date: 21/04/2026

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation PS 349276K

265 Exhibition Street, Melbourne VIC 3000

Regency Towers

Date: Monday, 15 September 2025
Location: Yarra Suites & M Bar (Ground Floor) Melbourne Marriott Hotel
and via Zoom Webinar Online Conference
Meeting start time: 5:30PM
Meeting finish time: 7:17 PM

Meeting Open

Leo Boesten opened the meeting welcomed members in attendance.

Meeting Recording

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

Attendance, Apologies and Proxies

The following Members were in attendance:

Lot 805	Frances J Giles	Entitled to Vote
Lot 806A	Christian Sandoval Gomez	Entitled to Vote
Lot 905B	Maureen Capp	Entitled to Vote
Lot 1006	Paul McCarthy	Entitled to Vote
Lot 1009	Travis Perera & Hiranthi B Perera	Entitled to Vote
Lot 1010	Diana De Vecchi & Renzo De Vecchi	Entitled to Vote
Lot 1201	Leo A Boesten & Jennifer K Storrie	Entitled to Vote
Lot 1208	Rosemarie E Harvey	Entitled to Vote
Lot 1309	Karen Maree Johns	Entitled to Vote
Lot 1601	Lee J Voon & Pauline Voon	Entitled to Vote
Lot 1602	Elena Smith & Michael Smith	Entitled to Vote
Lot 1605	Nicholas Graeme Dow & Katherine Ong	Entitled to Vote
Lot 1610	Mark Loeffler & Gosi Loeffler	Entitled to Vote
Lot 1702	Pamela Yvonne Tank & Leigh Gregory Foord	Entitled to Vote
Lot 1703	Irwan Susanto Lie & Kim Lwee Lim	Entitled to Vote
Lot 1704	David N Reisenbigler	Entitled to Vote
Lot 1705	Douglas L Reynolds & Denise M Reynolds	Entitled to Vote
Lot 1706	Gael M Danaher	Entitled to Vote
Lot 1709	Richard Xavier Jones & Annabel Jean Jones	Entitled to Vote
Lot 1805	Leo J Ruschena & Elizabeth M Ruschena	Entitled to Vote

Lot 1909	Luciano Di Leonardo	Entitled to Vote
Lot 2010	Stephen J Hamilton & Myriam K Hamilton	Entitled to Vote
Lot 2201A	Claire E Hennekam	Entitled to Vote
Lot 2303	Irene Wong ATF Wong Super Fund	Entitled to Vote
Lot 2305	Suan C Cheong	Entitled to Vote
Lot 2306A	David Brown & Amanda Brown	Entitled to Vote
Lot 2309	Jennifer Lynn Webb	Entitled to Vote
Lot 2310	Alex Robert Bartlem	Entitled to Vote
Lot 2403	Maria Therese Scott & Russell John Bickers Scott	Entitled to Vote
Lot 2503	Michael J Faris	Entitled to Vote
Lot 2509	Ricky John Young & Lynette Ann Young	Entitled to Vote
Lot 2609	Toni M Kilsby	Entitled to Vote
Lot 2611	Fausto M & Judith M Pepi	Entitled to Vote
Lot 2803A	Kim Lwee Lim and Irwan Susanto Lie	Entitled to Vote
Lot 2809A	Stephen J Hamilton & Myriam K Hamilton	Entitled to Vote
Lot 2911	Mark W Emery & Pamela A Emery	Entitled to Vote
Lot 3005	Pamela G Lyons-Capp & Stanley B Capp	Entitled to Vote
Lot 3006	Eng Ong	Entitled to Vote
Lot 3010	Company Lowego Pty Ltd	Entitled to Vote
Lot 3102	Michael J Lanigan & Jacinta E Lanigan	Entitled to Vote
Lot 3108	W S David & Irene T Y Ho	Entitled to Vote
Lot 3201	Karta Tanuwidjaja & Lie L Hoa	Entitled to Vote
Lot 3202	Karta Tanuwidjaja & Lie L Hoa	Entitled to Vote
Lot 3207	Henry Lee Ly & Evelyn Hui Lan Yong	Entitled to Vote

Apologies Received:

Lot 1106	Richard Arkins
Lot 1211	Noel Welsh & Bronwyn Welsh

Present by Invitation:

Alexandra Mitchell, General Manager of Bluestone OCM Pty Ltd
Tina De Souza, Senior Owners Corporation Manager of Bluestone OCM Pty Ltd
Jessica Bettioli, Senior Owners Corporation Manager of Bluestone OCM Pty Ltd
Isabella Fiore, Owners Corporation Team Manager of Bluestone OCM Pty Ltd
Mary Nguyen, Owners Corporation Manager of Bluestone OCM Pty Ltd
Vincent Bides, Operations Manager of Focused Facilities Management Pty Ltd
Jesus Llanes, Building Manager of Focused Facilities Management Pty Ltd

Admittance of Proxies:

Lot 1006	Paul McCarthy appointed Tania McCarthy
Lot 1706	Gael M Danaher appointed Claire Hennekam
Lot 2310	Alex Robert Bartlem appointed Leo Boesten
Lot 2609	Toni M Kilsby appointed Mark McDonald
Lot 2705	Vivien Lin appointed Stanley B Capp
Lot 3010	Company Lowego Pty Ltd appointed Peter Lowe
Lot 3201	Karta Tanuwidjaja & Lie L Hoa appointed Pauline Voon
Lot 3202	Karta Tanuwidjaja & Lie L Hoa appointed Pauline Voon
Lot 3207	Henry Lee Ly & Evelyn Hui Lan Yong appointed Leo Boesten

1. Appointment of Chairperson for the Meeting

The Owners Corporation resolves to appoint Mr Leo Boesten, Chairperson of the Owners Corporation as the Chairperson for the meeting.

Motion: Carried

2. Establishment of a Quorum

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

19% of total number of lot entitlement were represented at the meeting.

The Owners Corporation acknowledges that a quorum of Members in attendance (in person or by proxy) was not present.

Motion: Carried

Please note:

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

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

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

3. Electronic Voting

The Owners Corporation resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: Carried

4. Previous Minutes

The Owners Corporation resolves to accept the Minutes of the previous Annual General Meeting held on 16 September 2024 as a true and correct record of the meeting.

Motion: Carried

5. Consideration of Reports

Chairperson Report

The Owners Corporation acknowledges the Committee Report as presented.

Motion: Carried

Owners Corporation Manager's Report

The Owners Corporation acknowledges the Manager's Report as presented.

Motion: Carried

Report on Commissions

The Owners Corporation acknowledges the Report on Commissions as presented.

Motion: Carried

Building Report

The Owners Corporation acknowledges the Building Manager report as presented.

Motion: Carried

Committee Financial Management Report

The Owners Corporation acknowledges the Committee Financial Management report as presented.

Motion: Carried

6. Appointment of Auditor

The Owners Corporation resolves to appoint Jeremy Brown-Greaves & Co to Audit the Financial Statements for the year ending 30 June 2026, pursuant to s. 35(1) Owners Corporations Act 2006.

Motion: Carried

Please Note: Jeremy Brown-Greaves is a registered company auditor, pursuant to s.35 (1)(a) Owners Corporations Act 2006.

7. Appointment of Public Officer

The Owners Corporation resolves to appoint Mr. Bob Peng, General Manager of Finance of Bluestone OCM Pty Ltd, as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

8. Annual Financial Statements

The Owners Corporation resolves to accept Financial Statements for the period 1 July 2024 to 30 June 2025, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) Owners Corporations Act 2006.

Motion: Carried

9. Administration Fund Budget and Levy Contribution

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

The Owners Corporation resolves to adopt the Administrative Fund Budget for the year ending 30 June 2026. Administration Fund Levies to be raised across the full year of **\$1,460,958.00+GST** as per attached proposed budgets.

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

The levy periods are outlined below:

QTR1: 01/07/2025 to 30/09/2025 – these levies issued as interim*

QTR2: 01/10/2025 to 31/12/2025 – these levies issued as interim*

QTR3: 01/01/2026 to 31/03/2026

QTR4: 01/04/2026 to 30/06/2026

** Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year*

The Owners Corporation resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

10. Maintenance Plan

The Owners Corporation resolves approve the Rider Levett Bucknall (“RLB”) 24 May 2022 Maintenance Plan, pursuant to s. 36(1) Owners Corporations Act 2006.

Motion: Deferred

It was noted that the Maintenance Plan dated 24 May 2022 will be circulated to all lot owners via email and will be voted on by postal ballot.

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

Motion: Carried

11. Maintenance Fund Budget and Levy Contribution

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

The Owners Corporation resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2026**. Maintenance Fund Levies to be raised across the full year of **\$855,000+GST** as per attached proposed budgets.

Motion: Carried

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

Motion: Carried

The levy periods are outlined below:

- QTR1: 01/07/2025 to 30/09/2025 – these levies issued as interim*
- QTR2: 01/10/2025 to 31/12/2025 – these levies issued as interim*
- QTR3: 01/01/2026 to 31/03/2026
- QTR4: 01/04/2026 to 30/06/2026

** Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued for the financial year.*

The Owners Corporation resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30 June 2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

12. Penalty interest

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

Motion: Carried

13. Debt Recovery

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

Motion: Carried

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

Motion: Carried

14. Insurances

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

POLICY NO.1.

INSURANCE COMPANY:	Co-Line Placement - Eclipse, AXA XL & Liberty Lead – Eclipse 45%, AXA XL 35% & Liberty 20%
INSURANCE BROKER:	Honan Insurance Brokers Pty Ltd
POLICY NUMBER:	STR25002C6
SUM INSURED:	\$272,628,030
RENEWAL DATE:	02/06/2026

BUILDING:	\$208,113,000
TEMP ACCOM / LOSS OF RENT:	\$31,216,950
COMMON AREA CONTENTS:	\$2,081,130
CATASTROPHE or EMERGENCY:	\$31,216,950
GENERAL LIABILITY:	\$20,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$250,000
OFFICE BEARERS' LIABILITY:	\$5,000,000
GOVERNMENT AUDIT COSTS:	\$25,000
APPEAL EXPENSES:	\$100,000
LEGAL DEFENCE EXPENSES:	\$100,000
LOT OWNERS' IMPROVEMENTS:	\$500,000

Claim Excess:

All Other Claims	\$5,000 per claim
Legal Defence Expenses	\$1,000 per claim
Earthquake	\$20,000 per claim

POLICY NO.2.

INSURANCE COMPANY:	Vero Insurance
INSURANCE BROKER:	Honan Insurance Brokers Pty Ltd
POLICY NUMBER:	MEB108022362
RENEWAL DATE:	19/4/2026

EQUIPMENT BREAKDOWN:	\$208,113,000.00
MACHINERY BUSINESS INTERRUPTION:	\$25,735,290.00

Claim Excess:

Chillers & Stand By Generator Sets	\$5,000 per claim
Air Conditioning & Refrigeration Equipment	\$5,000 per claim
Any Other Equipment	\$5,000 per claim

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

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is a Party to a Distributor Agreement with Honan Insurance Brokers Pty Ltd and therefore is only able to provide factual advice.

For general and personal advice, please contact the broker directly.

Motion: Carried

15. Insurance Valuation Report

An Owners Corporation must obtain a valuation of all buildings that it is liable to insurer. The valuation must be obtained every 5 years, or earlier as determined by the Owners Corporation.

The Owners Corporation acknowledges that the last Insurance Valuation Report was obtained 13 December 2023.

Motion: Carried

16. Confirmation of Appointment – Owners Corporation Manager

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 349276K and Bluestone OCM Pty Ltd.

Motion: Carried

17. Occupational Health and Safety

The Owners Corporation resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Motion: Carried

18. General Business

Vote of Thanks – BM Team

Members extended a vote of thanks to the Building Manager, Jesus Llanes, and the FFM team for their efforts throughout the year.

Noise Complaint - 1610

A concern was raised regarding excessive noise from the apartment above Lot 1610, which has timber flooring. The owner indicated an intention to pursue legal action. Underlay specifications were requested.

Car Park Issues

Members noted that the security door in the car park is not closing quickly enough. It was suggested that a communication be issued to all residents regarding the risks of tailgating. A question was raised about the non-functioning boom gate, and it was advised that this will be replaced with a faster security door that includes adjustable timing.

EV Charging in Car Park

Concerns were raised that the current EV charging option is too expensive and is not being utilised. A request was made for residents to be permitted to use the existing power outlets. The Chairperson advised that only one provider could be engaged, and that the Owners Corporation was required to install a switchboard, with costs recouped from owners via an agent. The discussion included considerations around return on capital and future-proofing the building. A Member requested that additional options be explored.

Internet Access

Members requested for internet provision to all apartments. The OCC is currently in discussions regarding fibre optic installation, and a suggestion was made to issue a resident survey to gauge interest and needs.

Refurbishment Sub-Committee

Members raised the topic of the establishment of a refurbishment sub-committee. It was noted that the committee has not yet been formed, and that consultants will be engaged first.

Hard Rubbish / Waste Management

A concern was raised regarding overloaded bins and hard rubbish being left on the floor in the alleyway. It was noted that cleaners are currently removing the excess waste.

Community Matters

The Vertical Village support group meeting is scheduled for next Monday at 6:30pm at the bar. It was also noted that the IT group within Vertical Village will share data with the OCC.

Vote of thanks – Leo Boesten

Members extended a vote of thanks was extended to Leo Boesten in recognition of his role as Chairperson of the OCC.

19. Election of Owners Corporation Committee

The Owners Corporation resolves that the Committee may have more than 7 members, with the number of members to serve on the Committee as 9.

Motion: Carried

The Owners Corporation reviewed the 9 nominations received:

Lot 1201 - Leo Boesten
Lot 1704 - David Reisenbigler
Lot 1805- Leo Ruschena
Lot 2010 - Stephen Hamilton
Lot 2403 - Maria Scott
Lot 2609 - Mark McDonald
Lot 3006 - Stan Capp
Lot 3102 - Jacinta Lanigan
Lot 3207 - Evelyn Yong

And resolves to elect the following 9 members to the Committee:

Lot 1201 - Leo Boesten
Lot 1704 - David Reisenbigler
Lot 1805- Leo Ruschena
Lot 2010 - Stephen Hamilton
Lot 2403 - Maria Scott
Lot 2609 - Mark McDonald
Lot 3006 - Stan Capp
Lot 3102 - Jacinta Lanigan
Lot 3207 - Evelyn Yong

Motion: Carried

20. Delegations

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

Motion: Carried

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

Motion: Carried

21. Meeting Closure

With no further business the Chairperson closed the meeting at 7.17pm.

23 September 2024

Dear Lot Owner,

RE: Notice of Interim Resolutions & AGM Minutes
PPTY: Owners Corporation PS PS349276K, 265 Exhibition Street, Melbourne, VIC 3000

Please find enclosed the Minutes of Annual General Meeting held on 16th September 2024 for Owners Corporation PS349276K – 265 Exhibition Street, Melbourne, VIC 3000.

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

We advise that **a quorum was not present** at the meeting for Owners Corporation PS349276K with only 16% of the total number of lots represented at the meeting in person or by proxy.

If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions pursuant to s. 78(1) of the *Owners Corporations Act 2006*. We therefore provide **Notice of the Interim resolutions**, which must be forwarded to all lot owners within 14 days of the meeting pursuant to s. 78(2) of the *Owners Corporations Act 2006*.

Please note that Bluestone OCM Pty Ltd as the Manager is not authorised to pass an interim resolution that (a) affects the contact of appointment of the manager; or (b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.

Pursuant to s. 78(4) *Owners Corporations Act 2006*, 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 is given, at the end of that 28 day period.

Note: The effect of subsection (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 that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

If you disagree with any of the interim resolutions outlined in the minutes enclosed, you must petition the Secretary against the resolution within 28 days of the meeting and this petition must be represented by a minimum of 25% of the total number of lots. If the Secretary does not receive a valid petition by 28 days, the interim resolutions will become resolutions of the Owners Corporation.

Should you have any queries please contact our office on (03) 8535 2770.

Kind Regards,



Kevin Lo
Owners Corporation Manager
Bluestone OCM Pty Ltd

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation PS349276K

265 Exhibition Street, Melbourne, VIC 3000

REGENCY TOWERS

Date: Monday 16th September 2024
Location: Yarra Suites & M Bar (Ground Floor) – Melbourne Marriott Hotel
(hybrid – in person and via Zoom Webinar)
Meeting start time: 5.30pm
Meeting finish time: 6.43pm

Meeting Open

Kevin Lo opened the meeting welcomed members in attendance.

Meeting Recording

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

Attendance, Apologies and Proxies

The following Members were in attendance:

Lot 806A	Christian Sandoval Gomez	<i>Entitled to vote</i>
Lot 805B	Maureen Capp	<i>Entitled to vote</i>
Lot 2201A	Ms Claire E Hennekam	<i>Entitled to vote</i>
Lot 2809A & 2010	Mr Stephen J & Mrs Myriam K Hamilton	<i>Entitled to vote</i>
Lot 1009	Mr Travis S S E & Mrs Hiranthi B Perera	<i>Entitled to vote</i>
Lot 1201	Mr Leo A Boesten & Ms Jennifer K Storrie	<i>Entitled to vote</i>
Lot 1309	Mrs Karen Maree Johns	<i>Entitled to vote</i>
Lot 1502	Ms Alison N Parr	<i>Entitled to vote</i>
Lot 1605	Nicholas Graeme Dow & Katherine Ong	<i>Entitled to vote</i>
Lot 1704	Mr David N Reisenbigler	<i>Entitled to vote</i>
Lot 1705	Mr Douglas L & Mrs Denise M Reynolds	<i>Entitled to vote</i>
Lot 1706	Ms Gael M Danaher	<i>Entitled to vote</i>
Lot 1709	Mr Richard Xavier Jones & Mrs Annabel Jean Jones	<i>Entitled to vote</i>
Lot 1805	Mr Leo J & Mrs Elizabeth M Ruschena	<i>Entitled to vote</i>
Lot 1901	Robert and Lisa Naylor	<i>Entitled to vote</i>
Lot 1909	Mr Luciano Di Leonardo	<i>Entitled to vote</i>
Lot 1910	McKinnell Property P/L ATF McKinnell Family Super Fund	<i>Entitled to vote</i>
Lot 2208	James A. Hankin	<i>Entitled to vote</i>
Lot 2301	Ms Juliana F Ostrogovich	<i>Entitled to vote</i>
Lot 2305	Mrs Suan C Cheong	<i>Entitled to vote</i>
Lot 2306A	David and Amanda Brown	<i>Entitled to vote</i>
Lot 2504	Ms Julie A Holmes	<i>Entitled to vote</i>
Lot 2609	Ms Toni M Kilsby	<i>Entitled to vote</i>
	Mr Mark McDonald	<i>Not Entitled to vote</i>

Lot 2801 & 2306B	Peter and Catherine Sheehy	<i>Entitled to vote</i>
Lot 2912	Mr David & Mrs Lynette Dunoon	<i>Entitled to vote</i>
Lot 3005	Mrs Pamela G Lyons-Capp & Dr Stanley B Capp	<i>Entitled to vote</i>
Lot 3006	Eng Ong	<i>Entitled to vote</i>
Lot 3102	Mr Michael J & Mrs Jacinta E Lanigan	<i>Entitled to vote</i>
Lot 3108	W S David & Irene T Y Ho	<i>Entitled to vote</i>
Lot 3207	Henry Lee Ly & Evelyn Hui Lan Yong	<i>Entitled to vote</i>

Apologies Received:

Lot 2605 Michael Pepi

Present by Invitation:

Mr. Kevin Lo, Owners Corporation Manager of Bluestone OCM Pty Ltd
 Ms. Isabella Fiore, Owners Corporation Manager of Bluestone OCM Pty Ltd
 Ms. Mary Nguyen, Owners Corporation Manager of Bluestone OCM Pty Ltd
 Mr. Jesús Llanes, Building Manager of Focused Facilities Management
 Mr. Vincent Bides, Service Co-ordinator of Focused Facilities Management

Admittance of Proxies:

Lot 1006	Mr Paul McCarthy appointed Tania McCarthy	<i>Entitled to vote</i>
Lot 1706	Ms Gael M Danaher appointed Claire E Hennekam	<i>Entitled to vote</i>
Lot 2310	Mr Alex Robert Bartlem appointed Mr Leo A Boesten	<i>Entitled to vote</i>
Lot 2403	Mrs Maria Therese Scott & Mr Russell John Bickers Scott appointed Mr Leo A Boesten	<i>Entitled to vote</i>
Lot 2705	Ms Vivian K W Lin appointed Dr Stanley B Capp	<i>Entitled to vote</i>

1. Electronic Voting

The Owners Corporation resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: Carried

2. Establishment of a Quorum

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

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

16% of total number of lots were represented at the meeting.

Motion: Carried

Please note:

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

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

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

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

Effectively this means that an interim resolution cannot be acted for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that

meeting (which must be held 28 days after the notice has been given), or if the meeting is not held, until the end of the 28 day period.

3. Appointment of Chairperson for the Meeting

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

Motion: Carried

4. Previous Minutes

The Owners Corporation resolves to accept the Minutes of the previous Annual General Meeting held on 18th September 2023 as a true and correct record of the meeting.

Motion: Carried

5. Election of Owners Corporation Committee

The Owners Corporation resolves that the Committee may have more than 7 members, with the number of members to serve on the Committee as 9 (between 8 – 12).

The Owners Corporation reviewed the 11 nominations received:

Lot 1201	Leo Boesten
Lot 1704	David Reisenbigler
Lot 1805	Leo Ruschena
Lot 2010	Stephen Hamilton
Lot 2208	James Hankin
Lot 2406	Maria Scott
Lot 2609	Mark McDonald (as proxy)
Lot 2801	Peter Sheehy
Lot 3005	Stan Capp
Lot 3102	Jacinta (Jaye) Lanigan
Lot 3203	Evelyn Yong

And resolves to elect the following 9 members to the Committee:

Lot 1201	Leo Boesten
Lot 1704	David Reisenbigler
Lot 1805	Leo Ruschena
Lot 2010	Stephen Hamilton
Lot 2406	Maria Scott
Lot 2609	Mark McDonald (as proxy)
Lot 3005	Stan Capp
Lot 3102	Jacinta (Jaye) Lanigan
Lot 3203	Evelyn Yong

Motion: Carried

6. Delegations

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

Motion: Carried

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

Motion: Carried

7. Consideration of Reports

Owners Corporation Manager's Report

The Owners Corporation acknowledges the Manager's Report as presented.

Motion: Carried

Report on Commissions

The Owners Corporation acknowledges the Report on Commissions as presented.

Motion: Carried

Committee Report

The Owners Corporation acknowledges the Committee Report as presented.

Motion: Carried

Finance Sub-Committee Report & Maintenance Plan Status Report

The Owners Corporation acknowledges the Finance Sub-Committee Report incorporating the Maintenance Plan Status Report.

Motion: Carried

Maintenance Plan Status Report

The Owners Corporation acknowledges the Building Report as presented.

Motion: Carried

8. Appointment of Auditor

The Owners Corporation resolves to appoint Jeremy Brown-Greaves & Co to Audit the Financial Statements for the year ending 30 June 2025, pursuant to s. 35(1) *Owners Corporations Act 2006*.

Motion: Carried

Please Note: Jeremy Brown-Greaves & Co is a registered company auditor, pursuant to s.35 (1)(a) *Owners Corporations Act 2006*.

9. Appointment of Public Officer

The Owners Corporation resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

10. Annual Financial Statements

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

Motion: Carried

11. Administration Fund Budget and Levy Contribution

The Owners Corporation resolves to adopt the Administrative Fund Budget for the year ending **30 June 2025**. Administration Fund Levies to be raised across the full year of **\$1,580,653.80 (inc GST)** as per attached proposed budgets.

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

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 31/06/2025

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 [and QTR2 levies], interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

The Owners Corporation resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

The Owners Corporation resolves that a portion of the accumulated Administration Fund surplus not to exceed \$200,000 maybe reallocated to the Maintenance Fund during the 2024-2025 financial year at the discretion of the Owners Corporation Committee.

Motion: Carried

12. Maintenance Plan

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

Motion: Carried

13. Maintenance Fund Budget and Levy Contribution

The Owners Corporation resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2025**. Maintenance Fund Levies to be raised across the full year of **\$966,900.00 (inc GST)** as per attached proposed budgets.

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

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 31/06/2025

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued for the financial year.

The Owners Corporation resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

14. Penalty interest

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

Motion: Carried

15. Debt Recovery

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

Motion: Carried

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

Motion: Carried

16. Insurances

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

Policy 1

INSURANCE COMPANY:	CHU Underwriting Agencies Pty Ltd
INSURANCE BROKER:	Honan Insurance Brokers Pty Ltd
POLICY NUMBER:	HU0006042544
SUM INSURED:	\$208,113,000
RENEWAL DATE:	19/04/2025

BUILDING & CONTENTS:	\$209,143,000
TEMP ACCOM / LOSS OF RENT:	\$31,216,950
INSURED PROPERTY (COMMON AREA CONTENTS):	\$1,030,000
CATASTROPHE or EMERGENCY:	\$31,216,950
GENERAL LIABILITY:	\$50,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$250,000
OFFICE BEARERS' LIABILITY:	\$20,000,000
VOLUNTEER WORKERS:	\$200,000/\$2,000 per week
GOVERNMENT AUDIT COSTS:	\$25,000
APPEAL EXPENSES:	\$100,000
LEGAL DEFENCE EXPENSES:	\$50,000
LOT OWNERS' IMPROVEMENTS:	\$250,000

Claim Excess:

All Other Claims	\$5,000 per claim
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Legal Defence Expenses \$1,000 per claim

Policy 2

INSURANCE COMPANY: Vero Insurance
INSURANCE BROKER: Honan Insurance Brokers Pty Ltd
POLICY NUMBER: MEB108022362
SUM INSURED: \$208,113,000
RENEWAL DATE: 19/04/2025

EQUIPMENT BREAKDOWN: \$208,113,000
MACHINERY BUSINESS INTERRUPTION: \$25,735,290

Claim Excess:

Chillers & Stand By Generator Sets \$5,000 per claim
Other Air Conditioning & Refrigeration Equipment \$5,000 per claim
Any Other Equipment \$5,000 per claim

Motion: Carried

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

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is not an Authorised Representative or a Party to Distributor Agreement with Honan Insurance Brokers Pty Ltd; therefore, is not eligible to give general, factual or personal advice about the insurance policy.

Motion: Carried

17. Insurance Valuation Report

The Owners Corporation acknowledges receipt of the Insurance Valuation Report as commissioned on 13 December 2023 by WTP Australia Pty Ltd, pursuant to s. 65(1) & (3) *Owners Corporations Act 2006*.

Motion: Carried

18. Confirmation of Appointment – Owners Corporation Manager

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 349276K and Bluestone OCM Pty Ltd.

Motion: Carried

19. Occupational Health and Safety

The Owners Corporation resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Leo R advised that this would be handled via the Committee and that members should abstain from voting on the motion.

Motion: All Abstained.

20. General Business

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

- Insurance valuation and its impact on the policy.
- The change in insurance broker and the challenges in finding competitive quotes.

- Current high cost of hot water and the possibility of supplementing with heat pump.
- *Other matters:*
- The delivery van at Wesley Place blocking access to Regency carpark entrance . Mr Lo, OCM to write to Charter Hall to better manage the loading bay and avoid blocking access.
- Food waste composting program: 1-2 year pilot with City of Melb. Compostable waste has been shown to be up to 50% of general waste, which is significant and should result in reduced costs if it is processed via the new food organics processor. Installation late Oct/Nov 2024 – more information to be provided in due course including training session for residents.
- EV charging infrastructure and the process for residents to apply. Mr Lo, OCM to issue notice to residents.

21. Meeting Closure

With no further business the Chairperson closed the meeting at 6.43pm.



02 Jun 2025

CERTIFICATE OF CURRENCY

This Certificate of Currency provides a summary of the policy cover and is current on the date of issue. It is issued as a matter of information only and confers no rights upon the Certificate holder.

CLASS: RESIDENTIAL STRATA

INSURED: STRATA PLAN NO 349276K

PERIOD OF INSURANCE: From: 02 Jun 2025 at 4:00pm Local Standard Time.
To: 02 Jun 2026 at 4:00pm Local Standard Time.

SITUATION: 265 EXHIBITION STREET MELBOURNE VIC 3000

POLICY NUMBER: STR25002C6

LIMIT(S) OF LIABILITY: The amount(s) set out hereunder represent the Insurer(s) maximum Limit(s) of Liability any one loss or series of losses arising out of any one event at any one situation subject to any lesser Limit(s) of Liability specified elsewhere in this Policy.

INSURERS: Section 1 and 5 - This insurance is underwritten by Certain Underwriters at Lloyd's led by Talbot Risk Services Pte On behalf of Talbot Underwriting Ltd Syndicate 1183. Allied World Assurance Company, Ltd ABN 54 163 304 907, AFS License 548668. Guild Insurance Company Limited ABN 55 004 538 863, AFS License 233791
Sections 2,3,4,6 and 7 - This insurance is underwritten by Certain Underwriters at Lloyd's led MS Amlin Underwriting Limited on behalf of Syndicate 2001.

CAPACITY: Section 1 45% Eclipse
Sections 2 – 7 100% Eclipse

SECTION 1 - PROPERTY DAMAGE INSURANCE:	\$272,628,030
SECTION 2 - PUBLIC OR LEGAL LIABILITY:	\$20,000,000
SECTION 3 - PERSONAL ACCIDENT:	\$200,000
SECTION 4 - FIDELITY GUARANTEE:	\$250,000
SECTION 5 - MACHINERY BREAKDOWN:	Not Insured
SECTION 6 - OFFICE BEARERS LEGAL LIABILITY:	\$5,000,000
SECTION 7 - GOVERNMENT AUDIT COSTS & LEGAL EXPENSES:	\$225,000

This Certificate is a summary of the policy and is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. For full terms, conditions and exclusions please refer to the policy wording. In the event of any inconsistency between this Certificate and the policy, the policy prevails.

Grant Garnsey

Broker: Honan Insurance Brokers

Dated: 24/07/25 6:14

Certificate of Currency

This is to certify that the following policy reference is current as at the date stated above.

This certificate provides a summary of the policy cover and is not intended to amend, extend, replace, or override the policy terms and conditions contained in the actual policy document.

INSURED: Regency Towers

POLICY NUMBER: MEB108022362

POLICY PERIOD: From: 19/04/2025 at 4pm local standard time
To: 19/05/2026 at 4pm local standard time

BUSINESS ACTIVITIES: Hotel

CLASS OF INSURANCE: Equipment Breakdown

INTERESTED PARTY:

SITUATION: 1. 265 Exhibition St, MELBOURNE, VIC 3000

LIMITS: Equipment Breakdown \$208,113,000.00
Machinery Business Interruption
Situation 1: \$25,735,290

INSURED BY: The insurer is AAI Limited ABN 48 005 297 807 trading as Vero Insurance

Kind Regards,



This certificate is issued as a matter of information only and confers no rights upon the Certificate holder.

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)



Lodged by: The Knight Alliance
Name: Lyn Zammit
Phone: (03) 9509 3144
Address: P.O. Box 678, Malvern VIC 3144
Reference: 349276K
Customer Code: 1.226.0.D

Owners Corporation Number: 1 Plan number: 349276K

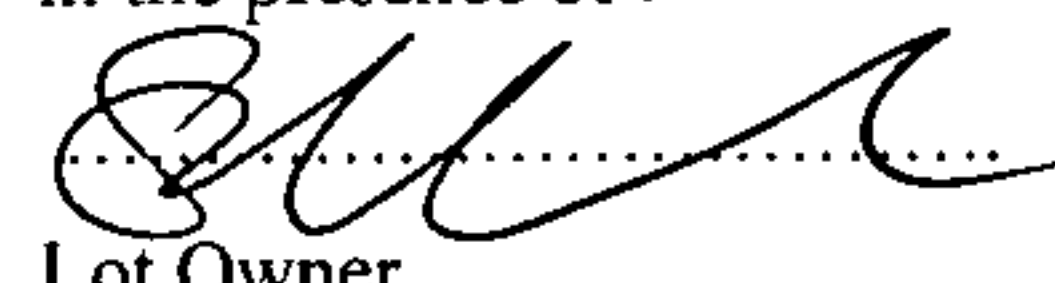
Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 04/08/2009 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 22/10/2009

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

The common seal of Owners Corporation Number 349276K
Plan number 1
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:



Lot Owner
Full name STEPHEN BLACKIE
Address 2609/265 EXHIBITION ST MELBOURNE

Lot Owner
Full name BILL ALLAN
Address 1005/265 EXHIBITION ST MELBOURNE



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

AG863201B

11/11/2009 \$54.90 OCAR



RULES FOR BODY CORPORATE

Use of common property and lots:

A member must not, and must ensure that the occupier of a member's lot (the "Lot") does not and an occupier of the lot must not:

- a use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their facilities or visitors; or
- b park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Body Corporate; or
- c do or suffer to be done on the Lot or any part thereof anything which shall be a nuisance or annoyance to a person or persons for the time being owning or occupying the Lot nor use the same or suffer or permit or allow the same to be used for any illegal or immoral purpose; or
- e keep any animal on a Lot or the common property after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance; or
- f damage or deface or obstruct or suffer to be damaged, defaced or obstructed the common property or any part thereof; or
- g use the swimming pool except between the hours of 6.00am and 11.00pm inclusive (or such other hours as the Body Corporate approves from time to time); or
- h invite more than four persons who are not a member or an occupier of a Lot (or such other number of persons as the Body Corporate approves from time to time) to use the swimming pool or other facilities situated on the roof of the building; or
- i use the swimming pool in a manner contrary to the guidelines set by the Body Corporate's Committee of Management; or
- j without the prior consent in writing of the Body Corporate and then only on the terms and subject to the conditions specified in that consent make or permit to be made any alterations or additions whether structural or otherwise to or paint or decorate the exterior of the Lot or any part thereof or make or permit to be made any structural alterations to the interior of the Lot or any part thereof; or
- k hang or permit to be hung any clothes or other articles on any part of the common property (except in places expressly provided for the purpose) or on or from any part of the exterior of the Lot or so as to be visible from outside the Lot; or
- l use the Lot or any part thereof or the common property for the purpose of any public announcement or for the display of any placard or advertisement; or
- m store or permit to be stored on the common property or any part thereof any materials or goods; or
- n place garbage on the common property except in a proper bin or receptacle and in a place set aside thereof by the Body Corporate; or
- o do or permit to be done on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the building or any part or parts thereof or any policy for such insurance may become void or voidable; or

- p enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Body Corporate; or
- q move goods into or out of the building by way of the lifts in the course of removal or otherwise save that the goods lift may be used for such purposes if an appointment is made with the owner of Lot 1; or
- r use the garbage chute except between the hours of 9.00am and 10.00pm inclusive (or such other hours as the Body Corporate approves from time to time).

SPECIAL RESOLUTIONS passed by Postal ballot on:

a. 4th August 2009

'authorises the Committee of Management to represent the Members of the Owners Corporation in regard to any external issue that could adversely affect the current living standards enjoyed by residents at Regency Towers.

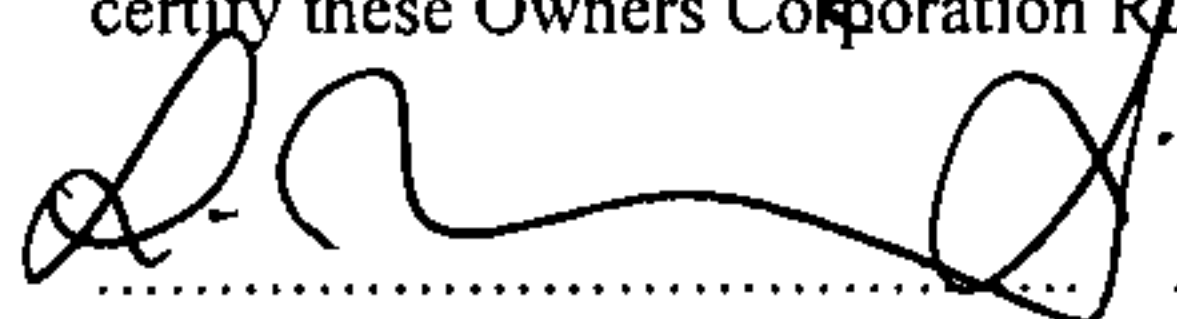
This representation to include appointment of appropriate consultants and if necessary, bring legal proceedings.'

AG863201B

11/11/2009 \$54.90 OCAR



I, Lyn Zammit act as Secretary for Regency Towers, hereby certify these Owners Corporation Rules.


..... 6 / 11 / 09
Signature Dated

Model Rules for an Owners Corporation

Owners Corporation Regulations 2018
Schedule 2—Model rules for an owners corporation Regulation 11
Authorised Version incorporating amendments as at 1 December 2021

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable 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

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.

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 & 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 & 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 and 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 that 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) Sub rule (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 or 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 his or her own purposes as a garden any portion of the common property.

(3) An approval under sub-rule (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.

(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, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 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.

(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.

(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 & 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, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint 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.

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

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

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

(b) 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 his or her 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 any further action under *Part 10 of The Owners Corporation Act 2006*.

Owners Corporation

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287



Rate Instalment Notice

Instalment 3 2025 - 2026

D M Thomas
C/- XynergyRealty
158 Drummond St
OAKLEIGH VIC 3166

Tax invoice

No GST has been charged.

Assessment no. **25339 3**

Date of issue **10 Feb 2026**

QUESTIONS?

Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

DUE DATE

28 Feb 2026

AMOUNT DUE

\$620.47

Property **Unit 2601, 265 Exhibition Street, MELBOURNE VIC 3000**

Current Instalment

\$620.47

Interest will be charged at 10% on late payments, backdated to the due date of the instalment.

Payments received after 3 Feb 2026 may not be included on this notice.

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.

Visit melbourne.vic.gov.au/rates and have your rates notice with you.

Payment methods

Assessment no. 25339 3

Property Unit 2601, 265 Exhibition Street, MELBOURNE VIC 3000



Billers code: **79616**
Ref: 10253393

BPAY® this payment via Internet or phone banking
Credit cards not accepted.



Direct debit Credit cards not accepted.
To apply call 03 9658 9658 or visit
melbourne.vic.gov.au/rates



MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.

Due Date **28 Feb 2026**
Amount Due **\$620.47**



Telephone 1300 130 453
Internet melbourne.vic.gov.au/rates



By mail
City of Melbourne
GPO Box 2158 Melbourne 3001
Council will not be responsible for late postal deliveries.



In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
Business hours, Monday to Friday.
Visa, Mastercard or EFTPOS available.
Cash payments not accepted.



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+444+

*Interest penalties for late payment

Penalty interest will be calculated at 10% from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

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

If you are having difficulties in making payments, prior to the due dates, please contact the Customer Service Hotline on 03 9658 9658 for assistance.

Payment difficulties

If you are having difficulties in making payments prior to the due dates, you may apply to Council for a payment plan. Please contact the Customer Service Hotline on 03 9658 9658 for assistance or visit our website for further details: melbourne.vic.gov.au/financialhardship

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit

www.melbourne.vic.gov.au/rates

or phone 03 9658 9658.

Other penalties for failing to pay

Apart from requiring interest to be paid, Council may sue in the Magistrates' Court to recover any outstanding rates or charges.

Council also has the power to sell a property in respect of which there are arrears of rates or charges under Section 181 of the Local Government Act 1989.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at melbourne.vic.gov.au

You can change your property information by calling us at 03 9658 9658.

ANY QUESTIONS?



Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at melbourne.vic.gov.au/rates

Phone: 03 9658 9658

Mail: GPO Box 2158 Melbourne
VIC 3001

Email: rates@melbourne.vic.gov.au



Interpreter Services

Speak a language other than English? We can help.

Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658
Speak & Listen 1300 555 727

DIRECT DEBIT



Direct debit – set and forget

Avoid late fees by ensuring your payments occur automatically. Sign up at melbourne.vic.gov.au/rates

Direct debits will occur automatically each year unless you opt out by informing City of Melbourne in writing. Further information at melbourne.vic.gov.au/rates

SAVE PAPER



Save paper and get your rates notice by email. Visit melbourne.vic.gov.au/rates and have your rates notice with you.

25th February 2026

Dorothy M Thomas
Dorothy M Thomas c/o Kerrie Rodgers
5 Sunrae Court
SEAFORD VIC 3198

RE: Lot 2601, Unit 2601 / 265 Exhibition Street, MELBOURNE VIC 3000 - Regency Towers - Levy Notices

Dear Owner,

Please find attached your **4th Quarter Owners Corporation Levy Notice** for the financial year 2025–2026.

The levies have been raised in accordance with the budget approved at the Annual General Meeting held on 15 September 2025.

The due date for these levies is: **01 April 2026**

If you require assistance with payment, please contact Bluestone OCM as soon as possible to discuss available options and avoid late fees. For your reference, the approved Arrears Management Process is attached, outlining key timelines related to levy payments.

We appreciate your prompt attention to this matter and thank all owners for their continued cooperation.

If you have any questions or concerns, please don't hesitate to contact our office.

Kind Regards,



Jessica Bettiol
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd
for and on behalf of Owners Corporation PS 349276K

Arrears Management

As part of our commitment to maintaining timely payments and ensuring fair treatment for all owners, please see the below current arrears process:

Stage 1: 14 days Past Due Date

14 days after the due date, Accounts Receivable Team issue an Arrears Notice to lots yet to pay. **(Note: this action attracts no fees)**

This is an opportunity for the Lot Owner to settle the overdue amount without incurring any additional charges associated with the recovery.

Stage 2: 28 days Past Due Date

For overdue accounts that are in excess of \$100, Accounts Receivable Team issue a Final Fee Notice no earlier than 28 days after the due date.

This notice states that:

- penalty interest is now being charged on the outstanding balance.

The notice further states that if payment is not received by the due date (listed on notice) that:

- additional recovery fees may be incurred by the Owner if further follow up action is undertaken and
- legal action may be taken by the Owners Corporation

Stage 3: 58 days Past Due Date

Legal / Debt Collection Agency issue a Letter of Demand. This Letter of Demand attracts an additional fee which is charged to Lot Owner in arrears. This is the final opportunity for Lot Owner to pay (within 7 days) all outstanding fees to the Owners Corporation before formal legal proceedings commence. *Note: Lot Owners incur legal fees for this notification and may incur additional legal fees associated with VCAT.*



Application to VCAT

(all OC's legal fees charged to Lot Ledger of Owner)

This measure aims to address arrears and promote prompt payment, thereby supporting the smooth operation of Regency Towers finances.

Tax Invoice
ABN: 77039824820
Date of Notice 25/02/2026

Dorothy M Thomas
c/- Xynergy Realty (Oakleigh)
158 Drummond Street
OAKLEIGH VIC 3166
accounts.oakleigh@xynergy.com.au

OWNERS CORPORATION FEE NOTICE

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

**RE: Regency Towers, Lot 2601, 2601/265 Exhibition Street
MELBOURNE VIC 3000**

Notice is hereby given by the Owners Corporation Plan of Subdivision 349276K 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.

DUE DATE	Details	Admin	Maint	Int	Due
01/04/2026	Standard Fee (01/04/26 - 30/06/26) ^	\$2,242.63	\$1,293.38	\$0.00	\$3,536.01
^ Current period levies in this Tax Invoice total \$3,536.01. GST included is \$321.46.					
					Total if Paid by Due Date: \$3,536.01

Interest will accrue daily on overdue fees and charges by 10% per annum until paid
The amount 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

DEFT Reference Number
21001249834726

Visit def.com.au to pay by card.
Payments may attract a surcharge.



BPAY

Biller Code: 96503
Ref: 21001249834726

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



POST BILLPAY



*496 210012498 34726

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to OC 349276K

Important information on fees and charges

Enquiries

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

Payment Plans and financial hardship

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

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

Disputes

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

- the owners corporation internal dispute resolution process
- conciliation through 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 DSCV 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](http://disputes.vic.gov.au) (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](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser
From: Dorothy Thomas,

Property Address: Unit 2601, 265 Exhibition Street, Melbourne VIC 3000
Lot: Plan of subdivision:

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 22/ 04/2026

Signed for an on behalf of the Vendor: *Fast Settle*